

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, AUGUST 12, 2019 TIME: 6:15PM

- 
- 6:15PM – AN ANTICIPATED NON-PUBLIC SESSION RE: COLLECTIVE BARGAINING AGREEMENTS – POLICE PATROLMAN’S UNION, POLICE CIVILIAN EMPLOYEES ASSOCIATION, PORTSMOUTH POLICE RANKING OFFICERS UNION COLLECTIVE BARGAINING AGREEMENTS & POLICE CHIEF SALARY ADJUSTMENT IN ACCORDANCE WITH RSA 91-A:3, II (a)

I. WORK SESSION (*There is no Work Session this evening*)

II. CALL TO ORDER [7:00 p.m. or thereafter]

III. ROLL CALL

IV. INVOCATION

V. PLEDGE OF ALLEGIANCE

## PRESENTATION

1. Keno & Sports Betting, Charlie McIntyre, NH Lottery Executive Director (***Sample motion – “move that the following referendum question be placed on the ballot for the regular municipal election to be held on November 5, 2019;***

***Shall we allow the operation of KENO games within the City of Portsmouth?***

***Further, that a public hearing be held by the City Council on the question at least 15 days but not more than 30 days before the question is to be voted on and that the public hearing be noticed as required by RSA 284:51”***)

VI. ACCEPTANCE OF MINUTES – JULY 15, 2019

VII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

VIII. PUBLIC COMMENT SESSION

IX. PUBLIC HEARING AND VOTE ON ORDINANCE AND/OR RESOLUTION

## Public Hearing

- A. Public Hearing on Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours

ORDINANCE AMENDING CHAPTER 7, ARTICLE III, SECTION 7.328 – LIMITED PARKING – THREE HOURS – RAYNES AVENUE: ENTIRE STREET, BOTH SIDES AND VAUGHAN STREET: ENTIRE STREET, BOTH SIDES

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

*(Sample motion – move to pass second reading and hold third and final reading at the September 3, 2019 City Council meeting)*

B. First Reading on Chapter 3, Article IX – Distribution of Single-Use Disposables

Ordinance amending Chapter 3, Article IX – Distribution of Single-Use Disposables *(Sample motion – move to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting)*

C. First Reading on Chapter 7 – Limited Parking – Fifteen Minutes

Ordinance amending Chapter 7, Article III, Section 7.326 – Limited Parking – Fifteen Minutes – by deletion of Maplewood Avenue: easterly side, the first two spaces commencing 140 feet northerly from Vaughan Street *(Sample motion – move to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting)*

D. First Reading on Chapter 7 – Limited Parking - Three Hours

Ordinance amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours Maplewood Avenue: both sides, between Raynes Avenue and Vaughan Street *(Sample motion – move to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting)*

E. Third and Final Reading on Proposed Parking & Traffic Safety Omnibus

Ordinance amending Chapter 7, Article III, Traffic Ordinance, Section 7.330: No Parking

Ordinance amending Chapter 7, Article III, Traffic Ordinance, Section 7.336: One-Way Streets

Ordinance amending Chapter 7, Article V – Bicycle Regulations, Section 7.510: Unattended Bicycles

Ordinance amending Chapter 7, Article VI – Truck Loading/Unloading Zones Established, Section 7.601: Limited Hours

Ordinance amending Chapter 7, Article VI – Truck Loading/Unloading Zones Established, Section 7.602: 24-Hour

Ordinance amending Chapter 7, Article VI – Truck Loading/Unloading Zones Established, Section 7.603: Loading/Unloading of Live Parked Vehicles

Ordinance amending Chapter 7, Article VI – Truck Loading/Unloading Zones Established, Section 7.604: Loading Zone Permits

Ordinance amending Chapter 7, Article XI – Speed Limits, Section 7.1100: Speed Limits - 25 MPH – Dodge Avenue

Ordinance amending Chapter 7, Article XVII – Moped Regulations, Section 7.1702: Parking

***(Sample motion – move to pass third and final reading, as presented)***

**X. MAYOR BLALOCK**

1. Appointment to be Considered:
  - Pat Bagley to be appointed to the Trees and Greenery Committee

**XI. CITY COUNCIL MEMBERS**

**A. ASSISTANT MAYOR LAZENBY**

1. \*PFAS and Drinking Water Standards ***(Sample motion – move to request a report back regarding new NHDES Standards for PFAS and Drinking Water Standards)***

**MCINTYRE SUBCOMMITTEE**

**B. COUNCILOR ROBERTS & COUNCILOR DWYER & COUNCILOR PERKINS**

1. Resolution/Certificate of Authority to Apply to Acquire the Thomas J. McIntyre property for Historic Monument Purposes *(see attached for inclusion in the packet)* ***(Sample motion – move to adopt the resolution, as presented, and authorize the City Manager to carry out the resolution)***
2. Vote to Authorize the City Manager to Enter into a Development Agreement with SoBow Square, LLC ***(Sample motion – move to authorize the City Manager to execute a Development Agreement with SoBow Square, LLC regarding redevelopment of the McIntyre building in substantial conformance with the Agreement presented to the Council this evening)***

**C. COUNCILOR ROBERTS**

1. \*Discount Program for Foundry Garage

**D. COUNCILOR PEARSON**

1. \*Contact Information

**E. COUNCILOR PERKINS**

1. \*Motorcycle/Moped Fee for 5 Parking Spots ***(Sample motion – move to refer to the Fee Committee for report back)***

## XII. APPROVAL OF GRANTS/DONATIONS

- A. \*Acceptance of Donation to the Coalition Fund
- Town of Carroll - \$2,000.00  
***(Sample motion – move to approve and accept the donation, as listed, to be placed in the Coalition Fund)***
- B. Approval of Grant and Donations
- ICAC Forensic Shield Grant Agreement ***(Sample motion – move to accept and approve the ICAC Forensic Shield Grant Agreement)***
  - Acceptance of Donation from Police Chaplain Jeff Pelkey to the Portsmouth Police K-9 Program in the amount of \$1,000.00 ***(Sample motion – move to accept and approve the donation from Police Chaplain Jeff Pelkey to the Portsmouth Police K-9 Program in the amount of \$1,000.00)***

## XIII. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

### A. CITY MANAGER

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

1. Request for Approval of Agreement between the Portsmouth School Board and the Association of Portsmouth Teachers
2. Request for Approval of Agreement between the Portsmouth School Board and the Association of Portsmouth School Administrators
3. Request for Approval of Agreement with Portsmouth Management Association
4. Request to Waive Fees Re: Portsmouth Housing Authority Court Street Workforce Housing Project
5. Proposed Cate Street Land Swap and Cate Street Connector Road Development Agreement
6. Easement Re: 46-64 Maplewood Avenue

## XIV. CONSENT AGENDA

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

- A. Letter from Ron Snow, Arthritis Foundation, requesting permission to hold the 2019 Jingle Bell Run for Arthritis on Sunday, December 1, 2019 at 9:30 a.m. ***(Anticipated action – move to refer to City Manager with power)***
- B. Request for License to Install Projecting Sign for owner Mark McNabb of Martingale, LLC, Martingale Wharf Restaurant for property located at 99 Bow 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***

- C. Request for License to Install Projecting Sign for owner Ken & Lauren Wolf of Portsmouth Soap Company for property located at 175 Market Street ***(Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

**Planning Director's Stipulations**

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

- D. Letter from Barbara Massar, Pro Portsmouth, Inc, requesting permission to hold the following events:
- First Night Portsmouth 2020 – Tuesday, December 31, 2019; 4pm – Midnight
  - Children's Day – Sunday, May 3, 2020; Noon – 4pm
  - 43<sup>rd</sup> Annual Market Square Day & 10K Road Race – Saturday, June 13, 2020; 9am – 4pm
  - 18<sup>th</sup> Annual Summer in the Street, Saturday evenings – July 4<sup>th</sup>, July 11<sup>th</sup>, July 18<sup>th</sup>, July 25<sup>th</sup> and August 1<sup>st</sup> – 5:00pm – 9:30pm
- (Anticipated action – move to refer to the City Manager with power)***

- E. Letter from Debbie Roy, Big Brothers Big Sisters, requesting permission to hold the annual Stiletto Sprint on Saturday, June 20, 2020 from 1pm – 4pm ***(Anticipated action – move to refer to the City Manager with power)***

- F. Letter from Melissa Walden, American Lung Association, requesting permission to hold the 11<sup>th</sup> annual American Lung Association Cycle the Seacoast ride on Sunday, May 3, 2020 from 7:00 a.m. – 3:30 p.m. ***(Anticipated action – move to refer to the City Manager with power)***

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

- A. Email Correspondence (*Sample motion – move to accept and place on file*)
- B. Letter from Jeffrey Cooper regarding the McIntyre Project
- C. Redevelopment Proposal for the McIntyre Project from Carlisle Capital
- D. Letter from Jim Splaine regarding the McIntyre Project

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

- 1. *Presentation* – Update Re: Statistical Revaluation – Rosann Lentz, Assessor & Michael Tarello, Vision Government Solutions
- 2. Memorandum regarding Sewer Connections
- 3. Memorandum Re: Coakley Landfill Group / New PFAS Standards

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

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

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

*\* Indicates verbal report*



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu  
CHAIRMAN Debra M. Douglas  
COMMISSIONER Paul J. Holloway  
COMMISSIONER J. Christopher Williams  
EXECUTIVE DIRECTOR Charles R. McIntyre

July 17, 2019

Mayor Jack Blalock  
City Clerk Kelli L. Barnaby  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Mayor Blalock and Ms. Barnaby,

It has been nearly two years since I appeared before the Portsmouth City Council to introduce Keno and Senate Bill 191. To date, KENO 603 has generated over \$5 million for kindergarten in New Hampshire, but notably the establishments who host the game report many benefits as well.

I respectfully request time at the August 12 City Council meeting to discuss the success of the program, and share the results of the recent KENO 603 Business Survey conducted by the University of New Hampshire. Moreover, in consideration of the establishments in Portsmouth who are eager for the opportunity to host the game, I ask that the Council support placing Keno on the ballot for the November 5 election.

Thank you for your consideration; if you have any questions, please don't hesitate to contact me at 603-271-7107.

Respectfully,

A handwritten signature in black ink, appearing to read "Charlie McIntyre".

Charlie McIntyre  
Executive Director



*Live Free or Die*

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301  
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 [www.nhlottery.com](http://www.nhlottery.com)



Over \$2 Billion and Counting for our Schools

July 31, 2019

received  
8/1/19

GOVERNOR Christopher T. Sununu  
CHAIRMAN Debra M. Douglas  
COMMISSIONER Paul J. Holloway  
COMMISSIONER J. Christopher Williams  
EXECUTIVE DIRECTOR Charles R. McIntyre

Mayor Jack Blalock  
City of Portsmouth  
One Junkins Avenue  
Portsmouth, NH 03801

Dear Mayor Blalock,

As you may be aware, House Bill 480 was recently signed into law legalizing sports betting in New Hampshire. The Lottery Commission's division of sports wagering will conduct and regulate sports betting in the state, which is allowed through various channels, including at up to ten sports book retail locations.

We anticipate launching sports betting platforms in early 2020 following the selection process for online vendors and retailers. While we cannot predict if the physical sports books will be stand-alone or co-located within other commercial businesses, we do expect retailers to apply in metropolitan areas – and they can only conduct sports book operations in municipalities that have voted to allow it.

In a process identical to that allowing Keno, cities have the option to put the question to voters whether to permit the operation of sports book retail locations within the municipality. Given the launch schedule and the anticipated demand by players, I respectfully recommend the City Council place HB 480 on the ballot for voters to decide this fall. This does not mean that a business will apply within your city for one of the ten available sports book locations, but this suggestion is being made so that if a retailer does wish to apply, they would not have to wait two years until the election of 2021 before they could engage in the activity.

Be assured that if the City votes to allow the operation of sport books and an establishment is selected by the Lottery Commission, the City must grant that establishment approval before the Lottery will permit that location to begin operations.

The local option section of House Bill 480 is enclosed for your reference. My staff is standing by to answer any questions you may have, and will do our best to attend an upcoming City Council meeting at your request.

Respectfully,

Charlie McIntyre  
Executive Director

Enclosure





**CHAPTER 215**  
**HB 480-FN - FINAL VERSION EXCERPT**

*For the full text of HB 480: [www.gencourt.state.nh.us/bill\\_status/billText.aspx?sy=2019&id=217&txtFormat=html](http://www.gencourt.state.nh.us/bill_status/billText.aspx?sy=2019&id=217&txtFormat=html)*

**HOUSE BILL 480-FN**

AN ACT relative to sports betting.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

215:1 New Chapter; Sports Betting. Amend RSA by inserting after chapter 287-H the following new chapter:

**CHAPTER 287-I SPORTS BETTING**

287-I:5 Sports Book Retail Operations. The commission and its agents are further authorized to operate physical sports book retail locations within the state for the purposes of accepting tier I and tier III sports wagers from authorized bettors and paying prizes relating to those wagers. The sports book retail locations may be co-located with other commercial businesses or general commercial retail locations. No more than 10 sports book retail locations may be in operation at any given time.

287-I:6 Local Option for Operation of Sports Book Retail Locations.

I. Any town or city may allow the operation of a sports book retail location according to the provisions of this subdivision, in the following manner, excepting that nothing in this section shall be construed to prohibit Internet or mobile wagering or lottery games involving tier III sports wagers in the jurisdiction, if so authorized by the passage of this statute.

(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 25 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 sports book retail locations within the town or city?"

II. If a majority of those voting on the question vote "Yes", sports book retail locations 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 provisions of paragraph I at the next annual town meeting or regular municipal election.

IV. A municipality that has voted to allow the operation of sports book retail locations may consider rescinding its action in the manner described in paragraph I of this section.

V. An unincorporated place may allow the operation of a physical sports book retail location by majority vote of the county delegation, after a public hearing is held.

VI. The commission shall maintain a list of municipalities where sports book retail locations may be placed into operation.

## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: MONDAY, JULY 15, 2019

PORTSMOUTH, NH  
TIME: 6:15PM

---

### **Public Dialogue Session – Table A**

PRESENT: Mayor Blalock, Assistant Mayor Lazenby, Councilors Pearson and Dwyer

The members of the public were asked to introduce themselves and begin discussing their concerns and/or questions related to their individual topics.

Richard Smith said he is disappointed about the Post Office moving out of the Federal Building when he feels it should remain downtown. He said the Post Office is vital to the downtown and that if it was to be relocated you would lose the sense of community.

Councilor Dwyer indicated that the City Council agrees with keeping the Post Office at the Federal Building. She said the City has been told if the office is relocated it would move to another location in the downtown.

Assistant Mayor Lazenby said progress has been made to keep the Post Office downtown or to have it located back to the Federal Building.

Mary McDermott asked about the parking that would be available if the McIntyre Project moves forward.

Councilor Dwyer said there is parking along Daniel Street that would be for the public to use.

John Stevenson spoke to the large spaces behind the building and access to the area.

Councilor Dwyer said that there is a loading zone in the back and there is access to the area.

Mr. Stevenson said what about the parking for businesses that may be working on the building.

Councilor Dwyer said you could restrict areas for businesses and the loading zone would be made available.

Jackie Cali-Pitts asked about the offices of Social Security Office and the Internal Revenue Service what is happening to those services.

Councilor Dwyer said that the GSA is looking for spaces for those offices to relocate.

Mayor Blalock said 3 years ago he spoke with the GSA and discussed the matter. He said there is land out at Pease but they're looking for another place to relocate.

Peter Somssich said this plan is outrageous and we need to save the view of the area from the Federal Building.

Assistant Mayor Lazenby said having a view is important and there are some views that will come out of the projects that we don't currently have today.

Nancy Brown thanked Mayor Blalock for having second thoughts on what is going on. She said our community should have control and share in the control of what will be downtown. She questioned the apartments that will be built in the project.

Assistant Mayor Lazenby said he does not feel the Council has been ignoring public input. He said we have had public input in the first part of the City Council term and we can work this out.

Margot Doering said the revisit might include a different way of acquiring the property.

Councilor Dwyer said we would need to work out environmental issues. She said the public did not want the City to purchase the building because they felt the risk was too great. She indicated a number of people are concerned with the risk.

Bill Downey said he believes strongly that there needs to be due diligence on the plan and lay it out for the public to view.

Councilor Dwyer said she heard from many taxpayers that they did not want the City to put money into the building.

Mr. Downey said there should be a referendum question on the ballot regarding the McIntyre Project. He said if we were to change the zoning to Municipal status it would change things dramatically.

Susan Denenberg said we need to look at what the developer and government wants. She said it is important to keep the Post Office downtown and we need to keep the Social Security and Internal Revenue Service in the downtown as well. She said people use those services and need access to them. Ms. Denenberg said we need to look at the values of our downtown and the Post Office is a value.

Bess Moseley said she attended most of the meetings held in the beginning on the McIntyre Project. She would like to have been involved before developers put plans forward. She asked what is the extent of our obligation and can we start from the beginning again.

Councilor Pearson said in January of 2017 we made a decision to go into a public/partnership and we received input for a Request for Qualifications which was put out for the developers and that is what we have built on.

Councilor Dwyer said any obligation would come with a ground lease. She stated the last two months we had meetings to discuss the application and the ground lease.

Assistant Mayor Lazenby said we don't have a contract with Redgate/Kane. He said we need to consider the risk. He stated 4 proposals came in with the RFQ and there was a proposal for a hotel which was not what the public wanted and it would be a risk and impact having that kind of development.

Paul McEachern we needed to consider a negotiated sale for the property. He said in August 2016 it stated it was a development partner that we needed. He said the City ignored the rezoning request to Municipal which would have an impact on the market value. He indicated that the City Council dismissed that request. He said we need to explore the opportunities to the City. He stated the possibilities for the property are endless and the community wants public space but not at the McIntyre Building. Attorney McEachern said if we hold on to the building for three years we would tear it down.

Patrick Ellis said that this plan opens the walk way up to St. John's Church. He further stated the activated space creates more opportunity to the water. He stated we all had opportunities to come forward and people did not want a hotel and this plan does not call for a hotel.

Alan Ades said he has the impression that the Council feels bad and that they are not going into this with enthusiasm.

### **Public Dialogue Session – Table B**

PRESENT: Councilors Roberts, Denton, Perkins, Raynolds and Becksted.

*(Due to the extensive number of residents wishing to speak, the discussion was moved to Conference Room A; some names of speakers were not stated, and therefore, unable to be noted for the record)*

Iris Estabrook, discussed the neighborhood parking program and the proposed waiver stating that there is no provision for visitor parking and does not feel that the waiver should be granted.

Elizabeth Bratter – stated she helped gather the signatures for the petition and feels that the problem with the verification process was that people do not answer phone calls on their cells when the number is unknown. She stated she also understands that some people were excluded but the lines had to be drawn somewhere.

Councilor Raynolds stated that regarding the waiver of the 75% signature requirement, he isn't as concerned with that as he is with expanding the program to include more residents.

Gentleman stated that he wants to be able to park next to his own building but would not be able to do so with this program which he wasn't able to participate in the process.

Councilor Roberts stated he helped write the rules regarding the petition process and tried to avoid the consequences that are being brought forward. He feels that the 75% participation was impossible to reach and feels that the reasons people want permit parking are valid. He stated he does not want to go through another signature process but look at the rules and set up criteria instead.

Councilor Perkins questioned how to logistically do this and suggested referring to the Parking and Traffic Safety Committee as the original committee who made this proposal didn't want to make changes.

Councilor Roberts stated he would suggest tabling the item and then come back with amendments.

Another gentleman stated that more than 50% of the area would be negatively affected and wondered why Bridge Street was originally included and then excluded. He stated that the problem is the tourists, day visitors and downtown employees parking in the spaces.

Councilor Perkins stated there were several flaws in how this was enacted and it needs to be reviewed.

Discussion ensued regarding the neighborhood pilot program and the division between neighbors it is causing with the exclusion of some and the changing of the requirements.

Councilor Roberts stated he will not vote in favor of the waiver but also believes that there are accommodations that people can make regarding parking options.

Councilor Perkins stated that we did not provide people a forum during this process.

Elizabeth Bratter stated she knows of a business on Islington Street which has 35 spaces which are underutilized on a daily basis. She then explained the parking program in Dover.

A gentleman discussed the Portsmouth Indoor Pool stating that previously Recreation Director Wilson limited access to other swim teams and that it wasn't about the money but now there is a deficit in the funding of \$15,000.00 and wonders why there is a discrepancy. He asked for clarification if this is a city pool.

Councilor Raynolds stated he cannot speak to the revenue sources or budget but he has heard from the swim groups who have had a substantial increase in their rates and is why he suggested the \$15,000.00 funding from contingency to relieve the pressure of SIPP and not have to increase the rates.

Michael Churbrich, SIPP Board member, explained the history of Save the Indoor Portsmouth Pool group and their authority to set the rates which haven't been increased in years. He continued that if the City Council feels that the rates adversely impact Portsmouth residents, then they can change the rates. He stated that SIPP did not request the contingency funding and if the Council chooses to give them the funds, they will be grateful but it would go towards Capital Improvements.

Councilor Raynolds stated that everyone understands and appreciates the role of SIPP but his intention of the funding is that it is for the operational costs not Capital.

Mr.Churbrich, SIPP, again clarified that they are able to set the rates and explained that there are people on the swim teams that are not Portsmouth residents.

Councilor Raynolds stated this is a city pool and the rates charged there are the only place where the fees are not set by the fee committee and ratified by the full City Council.

Coach of Portsmouth Swim Team – stated they are facing an increase of 20% each year over the next 3 years totaling 60% and they certainly are willing to do their part, but feels it should be proportional to the size and suggested a 10% increase. She continued that she has tried to explain to SIPP the bulk lane rates which are subsidized by other activities in the pool or to eliminate the swim membership requirements. She stated she has also offered to run swim clinics but feels that every option she has presented has fallen on deaf ears.

City Manager Bohenko stated he has been following this issue and explained that 83% of the participants do not live in Portsmouth. He explained how SIPP came forward years ago when Capital Improvements were needed for the indoor pool and they raised the funds and if it goes back to the way it was, then the Council will have to decide if they want to subsidize a program where 83% of the participants are not Portsmouth residents. He explained that the other organization is a non-profit.

Councilor Raynolds stated everyone appreciates SIPP but the issue is not the increase, but how much and how fast it is going up. He stated that being from out-of-town shouldn't be a bad thing.

A woman asked what the percentage is of Portsmouth residents who have memberships at the pool and what will happen if they lose the swim teams.

City Manager Bohenko stated that it is a City Council policy issue who rents the pool and suggested that maybe a two-tier rate schedule for profit versus non-profit organizations.

A gentlemen from Dover with a child on the swim team stated that it is important to keep kids engaged in activities and social team environments are important.

Beth Margeson stated that both of her sons swim for the Portsmouth swim team and understands that the user fees have to cover the cost of running the pool. She suggested that having to pay the membership cost as well may be double-dipping, and feels there needs to be a rationale of what is being charged.

City Manager Bohenko stated this needs to be a policy decision and not about the money.

Coach asked that research be conducted of what other swim teams pay at other municipal pools and not the advertised rates, as they are different. *(A handout was distributed to Councilors at conclusion of dialogue session)*

Public Dialogue session concluded at 7:25 p.m.

---

## **I. WORK SESSION**

*There was no Work Session this evening.*

## **II. CALL TO ORDER**

Mayor Blalock called the meeting to order at 7:25 p.m.

## **III. ROLL CALL**

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

## **IV. INVOCATION**

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

## **V. PLEDGE OF ALLEGIANCE**

Mayor Blalock led the Pledge of Allegiance.

## **VI. ACCEPTANCE OF MINUTES – JUNE 17, 2019**

**Assistant Mayor Lazenby moved to accept and approve the minutes of the June 17, 2019 City Council meeting. Seconded by Councilor Perkins and voted.**

## **VII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**

*There were no Recognitions and Volunteer Committee Reports this evening.*

## **VIII. PUBLIC DIALOGUE SUMMARY**

Mayor Blalock stated there were two sessions one in the Eileen Dondero Foley Council Chambers and one in Conference Room A.

Assistant Mayor Lazenby gave a brief summary of the topic discussed during Public Dialogue, which was the McIntyre Project. Councilor Denton stated that his group discussed the Neighborhood Parking Plan, Peirce Island Pool, SIPP Agreement for the Indoor Pool and fee increases at the pool.

**Assistant Mayor Lazenby moved to suspend the rules in order to take up Item XIII. A.9. – Request for Public Hearing Re: McIntyre Petition, Items XI. B.1. – Resolution/Certificate of Authority to Apply to Acquire the Thomas J. McIntyre property for Historic Monument Purposes and XI. B.2. – Vote to Authorize the City Manager to Enter into a Development Agreement with SoBow Square, LLC. Seconded by Councilor Perkins and voted.**

XIII.A.9. Request for Public Hearing Re: McIntyre Petition

City Attorney Sullivan said we received a petition under the City Charter Article VIII the petition contained the number of signature for a public hearing which needs to be held in thirty days. He recommended holding the public hearing and vote on the petition.

**Assistant Mayor Lazenby moved to schedule a Public Hearing and City Council vote regarding the Initiative Petition on Wednesday, July 31, 2019 at 6:30 p.m. Seconded by Councilor Becksted.**

Councilor Pearson indicated due to other obligations she will be unable to attend the meeting. Councilor Denton also indicated he would be unavailable to attend the meeting.

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

XI.B.1. Resolution/Certificate of Authority to Acquire the Thomas J. McIntyre property for Historic Monument Purposes

Mayor Blalock announced the City Council would not vote this evening and would table the item until the August 12, 2019 City Council meeting.

**Councilor Dwyer moved to take action on the Resolution/Certificate of Authority and Application to the National Park Service at the August 12, 2019 City Council meeting. Seconded by Councilor Becksted.**

Assistant Mayor Lazenby said it would be inappropriate to vote on this matter this evening. He stated the Council would wait until August 12, 2019.

Councilor Roberts said he has questions regarding the ground lease and does not know if we need to hold a Subcommittee meeting on this matter.

Councilor Becksted spoke in support of the motion and feels it is the right decision to hold a Public Hearing on this matter.

Councilor Perkins said she supports the process and many public inputs have taken place on this matter and she looks forward to a positive vote in August.

**Motion passed.**

XI.B.2. Vote to Authorize the City Manager to Enter into a Development Agreement with SoBow Square, LLC

**Councilor Dwyer moved to schedule a vote to enter into the Development Agreement at the August 12, 2019 City Council meeting. Seconded by Councilor Roberts and voted.**

**IX. PUBLIC HEARINGS AND VOTES ON ORDINANCES AND/OR RESOLUTIONS**

**A. Public Hearing on City Street, Sidewalk, Bridges and Facility Improvements**

RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO TEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$10,550,000.00) FOR COSTS RELATED TO CITY STREET, SIDEWALK, BRIDGES AND FACILITY IMPROVEMENTS

Mayor Blalock read the legal notice.

**• PRESENTATION**

City Manager Bohenko said that there will be three public hearings this evening, one on the General Fund, one on the Water Fund and one on the Sewer Fund which were all discussed during the Capital Improvement Plan process.

Public Works Director Rice said this Resolution covers seven projects which he outlined:

- Citywide Facilities Capital Improvements
- Citywide Sidewalk Reconstruction Program
  - Bartlett St.
  - Creek Area
  - Kensington Rd.
  - Lawrence St.
  - Maple Haven Area



- Pannaway Area
- State St.
- Summit Ave.
- Willard Ave.
- Miscellaneous
- Citywide Bridge Improvements
- Maplewood Avenue Bridge Replacement
- Cate Street Connector
- Street Paving, Management and Rehabilitation
  - Banfield Rd.
  - Bartlett St. (Islington St. to Dennett St.)
  - Chapel St. (Daniel St. to Bow St.)
  - Clough Dr.
  - Creek Area
  - Dennett St. (Woodbury Ave. to Maplewood Ave.)
  - Edmond Ave.
  - Gosling Road (Rte 16 to Woodbury Ave.)
  - High St.
  - Ladd St.
  - Little Harbor Rd.
  - Market St. (Railroad to Submarine Way)
  - Michael Succi Dr.
  - Morning St.
  - New Castle Ave.
  - South St. (Junkins Ave. to Marcy St.)
  - Union St. (Middle St. to Islington St.)
  - Miscellaneous
- Pease International Tradeport Roadway Rehabilitation
  - Arboretum Dr.
  - Airline Ave.
  - Durham St.
  - International Dr.
  - Manchester Square
  - New Hampshire Ave.
  - Newfields St.
  - Pease Blvd.
  - Rochester Ave.
  - Rye St.
  - Miscellaneous

- **CITY COUNCIL QUESTIONS**

Councilor Roberts inquired about the additional monies request for Maplewood Avenue. Public Works Director Rice said it is unlikely that the State would provide funding. He stated we are in the queue and they're behind on reviewing projects at the State.

Councilor Denton asked if some funds could be put towards a crosswalk at Pease. Public Works Director Rice said that is not part of the City's responsibilities and asked that the PDA put funding in their budget.

Councilor Becksted announced the PDA will have two years of funding for two crosswalks to be installed at Pease.

Public Works Director Rice spoke to crack sealing that is being done currently to extend the life of the pavement.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock opened the Public Hearing and called for speakers.

Marylou McElwain said that brick sidewalks are very slippery and requests as sidewalks are replaced that the Public Works Director look at the products used for safety.

With no further speakers, Mayor Blalock declared the Public Hearing closed.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

**Councilor Dwyer moved to adopt the Resolution, as presented. Seconded by Councilor Perkins.**

Councilor Becksted asked about Kearsarge Way and if the State would put money into the project. Public Works Director Rice indicated the State would not be contributing funding towards the project.

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

**B. Public Hearing on Annual Sewer Line Replacement, Consent Decree Mitigation, Pleasant Street Sewers, and Maplewood Avenue Area Reconstruction**

RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO SEVEN MILLION ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$7,145,000.00) FOR COSTS RELATED TO ANNUAL SEWER LINE REPLACEMENTS, CONSENT DECREE MITIGATION, PLEASANT STREET SEWERS, AND MAPLEWOOD AVENUE AREA RECONSTRUCTION

Mayor Blalock read the legal notice.

- **PRESENTATION**

City Engineer Desmarais said the City has 115,000 miles of sewers which range in age. He said pipes are replaced programmatically as part of sewer specific capital projects, roadway reconstruction and prior to annual paving. He outlined the four projects:

- Annual Sewer Line Replacement
- Consent Decree Mitigation
- Pleasant Street Sewers
- Maplewood Avenue Area Reconstruction

City Engineer Desmarais spoke to the stormwater project (previously funded) and construction of a low-pressure sewer system on Sagamore Avenue north and south of Sagamore Creek. He also spoke to the Maplewood Avenue Area Reconstruction and said these funds will be used to complete construction of the side streets and will be shared with the water enterprise fund.

- **CITY COUNCIL QUESTIONS**

Councilor Raynolds said we're extending our sewer system to Sagamore Creek Area and asked how many homes will be served. City Engineer Desmarais indicated ninety homes. Councilor Dwyer asked if it would be voluntary hook-up. City Engineer Desmarais said service would be extended to the property line and they would need to purchase a pump and electrical source but it is voluntary hook-up.

Councilor Denton said more pollution comes from wells.

Councilor Becksted said he does not want to put money into a project that we don't have justification for and he would not be in favor of the Sagamore Creek sewer extension. City Manager Bohenko said this is part of the Consent Decree and we are required to do this.

Councilor Raynolds said he supports the project and asked how many of the ninety homes are in favor. City Engineer Desmarais said that Public Works has not gone through the public process yet.

Councilor Becksted said we are sending a mixed message on this project. He stated we have a new housing facility going up on Banfield Road that has been approved for a septic system. City Engineer Desmarais said we are 90% city sewer and the EPA and DES are pushing the City to have a low pressure system in the Sagamore Creek Area.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock opened the Public Hearing and called for speakers.

Esther Kennedy said she is baffled why we are doing a project like this and have not gone to the residents yet. She stated there are other homes on the water that are not part of the sewer system. She spoke to the City having some major CSO events for which we are not meeting the consent decree. Ms. Kennedy asked why there are pump trucks on South Street and why was the gate left closed to the mill pond for several days.

Mayor Blalock said his neighborhood hooked up to sewer because they could not do gravity because the pipe was too shallow.

Paige Trace said she understands fully that the new sewer system on Sagamore Creek Area being part of the mitigation process then does it not seem appropriate that the people on Sagamore Creek should not pay for the mitigation. She asked if back-up generators would be required for residents to purchase. She spoke regarding the South Mill Pond and how after a rain event everything comes out of the pond. She asked the City to fix some of the combined sewer issues.

Joe Onosko said he is a resident of the Sagamore Creek Area and none of the residents on Walker Bungalow Road or Shaw Road are aware of the sewer hook-up. He asked if there is an estimated cost per resident and why the process has not been transparent.

With no further speakers, Mayor Blalock closed the Public Hearing.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

City Manager Bohenko said some areas have done cost sharing and this is not the first time the sewer issues for Sagamore Creek Area have been discussed.

Public Works Director Rice said the Clean Water Act requires these projects. He said there are many areas that pay for the cost to hook-up and these are policy decisions. He stated that the gate was left closed because his staff forgot to reopen the gate. He further stated the vector truck was in his neighborhood because of a sink hole.

Councilor Pearson said we are authorizing funds to start the process and asked what the process will be. City Engineer Desmarais said we will have public input meetings and put out a survey and put out basic information on what is done on the private side versus City side. Councilor Pearson asked if there are more ethical ways to go about this. City Attorney Sullivan said that this is not an ethical issue the City is bringing a benefit for use when the public needs it.

Councilor Denton said sewer systems are better than septic systems.

Councilor Dwyer said she would like to make a motion on this matter as the Council reviewed this when we went through the Consent Decree and have been dealing with this for a long time.

**Councilor Dwyer moved to adopt the Resolution, as presented. Seconded by Councilor Denton.**

Councilor Becksted asked if these are one-time costs. City Engineer Desmarais stated this is the current costs provided to us from our consultant.

**On a roll call vote 8-1, motion passed. Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Perkins, Raynolds and Mayor Blalock voted in favor. Councilor Becksted voted opposed.**

C. Public Hearing on Water Line Replacements, Reservoir Management, Madbury Wells, Water Transmission Main Replacement, Pleasant Street Water Mains, and Maplewood Avenue Area Construction

RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATIONS IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO FOUR MILLION SIX HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$4,623,000.00) RELATED TO WATER LINE REPLACEMENTS, RESERVOIR MANAGEMENT, MADBURY WELLS WATER TRANSMISSION MAIN REPLACEMENTS, PLEASANT STREET WATER MAINS, AND MAPLEWOOD AVENUE AREA CONSTRUCTION

Mayor Blalock read the legal notice.

- **PRESENTATION**

City Engineer Desmarais said the City has 150 miles of pipe and many of the pipes are fifty to one hundred years old, undersized and at the end of their design life. He outlined the six projects that are part of the Resolution:

- Annual Water Line Replacement
- Reservoir Management
- Madbury Wells
- Water Transmission Main Replacement
- Pleasant Street Water Mains
- Maplewood Avenue Area Reconstruction

He reported that the water line replacement will purchase pipe, valves and associated materials used to replace those pipes. The Reservoir Management project consists of the study, design and implementation of measures to ensure the sustainability of the dam and the Bellamy Reservoir. The Madbury Wells project consist of well improvements at the Madbury Water Treatment Plant. The Water Transmission Main Replacement consists of design and construction of water transmission mains beneath Little Bay to replace existing mains, which are over 60 years old. The Pleasant Street Water Mains project includes a number of side streets (Livermore, Wentworth, Melcher, Franklin, Whidden and Richmond), which also require utility replacement. The Maplewood Avenue Area Reconstruction originally included a number of side streets (Cutts, Central, Leslie, Beechwood, Ashland) which also require utility reconstruction. The available budget from previous years' capital funds only covered the costs to build Maplewood Avenue. These funds will be used to complete construction of the side streets and will be shared with the sewer enterprise fund.

Mayor Blalock opened the Public Hearing.

- **CITY COUNCIL QUESTIONS**

There were no questions by the City Council.

- **PUBLIC HEARING SPEAKERS**

Esther Kennedy said there were CSO events in January, February, March and June. She expressed concerns regarding the Madbury Reservoir and asked where this fits in the process so we don't have a Conservation Law Fund situation at Madbury. She also asked what the City is doing relative to the landfill near Madbury.

With no further speakers, Mayor Blalock declared the Public Hearing closed.

City Engineer Desmarais said Ms. Kennedy is referring to the Tolend Landfill which is located in Dover and is a Dover matter.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

**Assistant Mayor Lazenby moved to adopt the Resolution, as presented.**

Councilor Becksted asked if these increments are making a difference with increases in fees. City Engineer Desmarais said any time we do capital improvements you make a difference. He said we are trying to do a stable rate increase.

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

**D. Public Hearing on Proposed Parking & Traffic Safety Omnibus**

**PROPOSED PARKING & TRAFFIC SAFETY OMNIBUS ORDINANCE**

ORDINANCE AMENDING CHAPTER 7, ARTICLE III, TRAFFIC ORDINANCE, SECTION 7.330: NO PARKING

ORDINANCE AMENDING CHAPTER 7, ARTICLE III, TRAFFIC ORDINANCE, SECTION 7.336: ONE-WAY STREETS

ORDINANCE AMENDING CHAPTER 7, ARTICLE V – BICYCLE REGULATIONS, SECTION 7.510: UNATTENDED BICYCLES

ORDINANCE AMENDING CHAPTER 7, ARTICLE VI – TRUCK LOADING/UNLOADING ZONES ESTABLISHED, SECTION 7.601: LIMITED HOURS

ORDINANCE AMENDING CHAPTER 7, ARTICLE VI – TRUCK LOADING/UNLOADING ZONES ESTABLISHED, SECTION 7.602: 24-HOUR

ORDINANCE AMENDING CHAPTER 7, ARTICLE VI – TRUCK LOADING/UNLOADING ZONES ESTABLISHED, SECTION 7.603: LOADING AND UNLOADING OF LIVE PARKED VEHICLES

ORDINANCE AMENDING CHAPTER 7, ARTICLE VI – TRUCK LOADING/UNLOADING ZONES ESTABLISHED, SECTION 7.604: LOADING ZONE PERMITS

ORDINANCE AMENDING CHAPTER 7, ARTICLE XI – SPEED LIMITS, SECTION 7.1100: SPEED LIMITS - 25 MPH – DODGE AVENUE

ORDINANCE AMENDING CHAPTER 7, ARTICLE XVII – MOPED REGULATIONS, SECTION 7.1702: PARKING

Mayor Blalock read the legal notice.

- **PRESENTATION**

Parking & Transportation Engineer Eby reviewed each change and map with the City Council.

- **CITY COUNCIL QUESTIONS**

Councilor Denton asked what counts as a monument. Engineer Eby said an example would be a sculpture.

Councilor Becksted asked how many parking spaces we would be losing with the Neighborhood Parking Program. Engineer Eby said he does not have the specific number with him this evening. Councilor Becksted asked how many spaces would be lost on Hill Street. Engineer Eby stated all spaces that are already marked “no parking”.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock opened the Public Hearing.

Robin Husslage said there are 7 parking spaces on Rock Street and if you create “no parking” on Hill Street the cars will move over to Rock Street taking our spots.

With no further speakers, Mayor Blalock declared the Public Hearing closed.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Councilor Roberts asked how “no parking” had been listed on Hill Street when people are parking in those parking spaces. Engineer Eby said there was no ordinance for “no parking” on Hill Street but there was signs indicating “no parking.”

Councilor Pearson asked why can't there be parking on one-side of the street. Engineer Eby said the road is too narrow.

Councilor Perkins said many people park on Hill Street.

Councilor Roberts said that this could be discussed at Parking and Traffic Safety and bring the matter back to the Council.

City Manager Bohenko said we could try the “no parking” under the pilot omnibus and bring it back in a year for consideration.

**Councilor Denton moved to pass second reading of the annual omnibus set of ordinance recommended by the Parking and Traffic Safety Committee, and hold third and final reading at the August 12, 2019 City Council meeting. Seconded by Councilor Assistant Mayor Lazenby.**

**Councilor Denton moved to amend Chapter 7, Article III, Section 7.330 – No Parking by removing Hill Street: Both sides, entire length between Bridge Street and Autumn Street. Seconded by Councilor Pearson.**

Councilor Denton said remove the signs, and if it becomes an issue it could become a pilot program.

Councilor Roberts said Parking and Traffic Safety Committee will meet in two weeks and review this matter.

**Amendment to motion passed.**

**Main motion, as amended passed.**

**Councilor Becksted moved to suspend the rules to take up Item XIII. A.1. – Request for Approval of Employment Agreement for Fire Chief, Todd Germain. Seconded by Assistant Mayor Lazenby.**

**Assistant Mayor Lazenby moved to amend the motion to bring forward XV. B. – Presentation – CALEA Team Leader Re: Critical On-Site Review of Portsmouth Police Department Accreditation Process – Chief Sam Farina, Fairport, New York. Seconded by Councilor Becksted and voted.**

**Main motion passed, as amended.**

XIII.A.1. Request for Approval of Employment Agreement for Fire Chief, Todd Germain

City Manager Bohenko advised the City Council that the contract has been approved and is recommended by the Fire Commission.

**Councilor Pearson moved to approve the three (3) year Fire chief Employment Agreement, to expire on June 30, 2022, between the City and Todd Germain. Seconded by Councilor Becksted.**

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

Mayor Blalock said he is very pleased with the selection by the Fire Commission.

Assistant Mayor Lazenby returned the gavel to Mayor Blalock.

**Motion passed.**

XV.B. Presentation – CALEA Team Leader Re: Critical On-Site Review of Portsmouth Police Department Accreditation Process – Chief Sam Farina, Fairport, New York



Police Chief Sam Farina of Fairport, New York provided a detailed presentation of the CALEA Process and announced that Portsmouth Police is the 14<sup>th</sup> department in New Hampshire to receive its accreditation and ranks the highest.

Councilor Dwyer asked what is recommended to continue the process in the future. Chief Farina stated you need a full-time accreditation manager dedicated to personnel.

At 9:25 p.m., Mayor Blalock declared a brief recess. At 9:40 p.m., Mayor Blalock called the meeting back to order.

#### E. First Reading – Limited Parking – Three Hours

First Reading of Ordinance Amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours sub-section A – Raynes Avenue: entire street, both sides and Vaughan Street: entire street, both sides

**Councilor Reynolds moved to pass first reading and schedule a public hearing and second reading at the August 12, 2019 City Council meeting. Seconded by Councilor Roberts and voted.**

**Councilor Roberts moved to suspend the rules in order to take up Item XIII. A.8. – Neighborhood Parking Program Request for Waiver to Proceed with Pilot Program. Seconded by Councilor Reynolds and voted.**

#### XIII.A.8. Neighborhood Parking Program Request for Waiver to Proceed with Pilot Program

City Manager Bohenko said this is for a waiver for the Neighborhood Parking Program. He said that there has been a great amount of staff time spent on this pilot program. He indicated the program would start in April 2020 through September 2020. He stated we went through the aspects of the program and feels that the Council needs to advise him whether to move forward or not. City Manager Bohenko said we would work to achieve any goals set by the City Council. He indicated that some people feel there is not a need for such a program.

Councilor Perkins said she appreciated the thought spent on this process however, people in her neighborhood are concerned with the program. She will not support a waiver of the 75% as they have not receive the number required. Councilor Perkins said many more people are against the program and there have been attempts to amend the program with amendments to unintended results. She indicated that this is pitting one neighbor against the other.

**Councilor Perkins moved to reject the waiver for the program. Seconded by Councilor Denton.**

Councilor Denton said this neighborhood has been asking for this program since 2013, regardless whether people think it is fair or not they have not reached the percentage required. He said any one should be able to park and get a parking pass at City Hall.

Councilor Roberts spoke to the process followed in obtaining signatures for the program and said he did not expect that home owners would need to be contacted. He spoke to the process currently being used in the City of Dover and it is a \$20.00 fee to get a permit and it is also a pilot program. He stated he would like the Parking and Traffic Safety Committee to work on this and bring back a program.

Councilor Reynolds said a lot of work has been done on this and there is a perceived need for a program. He said that the rules, roles and criteria had to be the same for eligible resident. He said he is pleased that this could go back to Parking and Traffic Safety Committee.

Councilor Dwyer said she does not want to review the waiver without having another plan. She said the Council needs to look at negative consequences and look to establishing the need for the program. She indicated she drove down Islington Street at different times over several days and there were 20 free parking spaces. Councilor Dwyer said Parking and Traffic Safety Committee needs to come back with something.

***Councilor Perkins withdrew her motion and Councilor Denton withdrew the second to the motion.***

**Councilor Perkins moved to postpone the vote on the waiver and refer the matter to the Parking and Traffic Safety Committee. Seconded by Councilor Denton.**

Councilor Becksted said the pilot is so that we can feel the effects of the program. He said the neighborhood has been under siege and would like to grant the waiver.

Councilor Roberts said he is unsure of what would go to Parking & Traffic Safety and would like to know the parameters that the Council wants to see with the program.

Councilor Pearson thanked staff for the work on this matter. She said it seems that the push back is for people not included. Councilor Pearson said we should open the program up to any residents and refer it to Parking and Traffic Safety Committee for report back.

Assistant Mayor Lazenby said it is disappointing where this has ended up. He said it is hard to move ahead with the waiver as is and he would like to see more data gathered.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

Mayor Blalock said he is opposed to the program but it should include all residents. He said he would vote to send it back to Parking and Traffic Safety Committee but the program could not exclude any residents.

Assistant Mayor Lazenby returned the gavel to Mayor Blalock.

Councilor Roberts said he does not feel that temporary visitors are parking in the neighborhood, it is residents that know the City and where there is parking available. He said that Parking and Traffic Safety Committee could come up with a plan.

Councilor Becksted said we have until spring time. He said you can currently park on the street for two hours, which is free, and then move the car to another space.

**Motion passed.**

**X. MAYOR BLALOCK**

1. Appointment to be Voted:
  - Appointment of Stephen Pesci as a regular member to the Parking & Traffic Safety Committee
  - Appointment of Jonathan Sandberg as an Alternate to the Parking & Traffic Safety Committee

**Councilor Reynolds moved to appoint Stephen Pesci as a regular member to the Parking & Traffic Safety Committee filling the unexpired term of Shari Donnermeyer until September 17, 2021 and appoint Jonathan Sandberg as an Alternate to the Parking & Traffic Safety Committee filling the unexpired term of Stephen Pesci until August 4, 2020. Seconded by Councilor Dwyer and voted.**

2. Acceptance of Resignation of Joan Walker from the Trees and Greenery Committee

**Councilor Perkins moved to accept with regret the resignation of Joan Walker from the Trees and Greenery Committee with thanks for her service to the City. Seconded by Assistant Mayor Lazenby and voted.**

3. Placement of Bench downtown in memory of Charles Howard

Mayor Blalock spoke in support of the request and asked for the City Council to approve the installation of a bench in memory of Charles Howard.

City Manager Bohenko indicated he will work with the Public Works Department for the installation of the bench and no action is necessary.

Councilor Roberts said the bench should be placed at a location that people will sit at.

4. Resolution Re: Energy Innovation and Carbon Dividend Act of 2019

**Councilor Denton moved to adopt the Resolution regarding the Energy Innovation and Carbon Dividend Act of 2019. Seconded by Assistant Mayor Lazenby.**

Councilor Denton spoke in support of the Resolution and asked for the City Council to adopt it, as presented.

**Motion passed.**

Mayor Blalock presented the Resolution to Wes Tator who accepted it with thanks and appreciation.

5. City Manager Search Subcommittee (Mayor Blalock, Assistant Mayor Lazenby, Councilor Pearson and Councilor Dwyer)
  - Approval of City Manager Recruitment Materials

Mayor Blalock said the Subcommittee is seeking approval of the City Manager Recruitment Materials.

**Assistant Mayor Lazenby moved to approve the recruitment materials, as presented. Seconded by Councilor Dwyer.**

Councilor Dwyer said these materials were put together by Joellen from GovHR USA based on input received during informational sessions and interviews.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

Mayor Blalock spoke in support of the materials.

Assistant Mayor Lazenby returned the gavel to Mayor Blalock.

**Motion passed.**

## **XI. CITY COUNCIL MEMBERS**

### **A. COUNCILOR ROBERTS**

1. Parking and Traffic Safety Committee Action Sheet and Minutes of the June 6, 2019 meeting

Councilor Roberts reviewed the actions taken by the Parking & Traffic Safety Committee.

**Councilor Roberts moved to accept and approve the Action Sheet and Minutes of the June 6, 2019 Parking and Traffic Safety Committee meeting. Seconded by Assistant Mayor Lazenby and voted.**

### **C. COUNCILOR PEARSON & COUNCILOR RAYNOLDS**

1. Downtown Streets Proposal – Share the Square

Councilor Pearson said this type of activity has been around since ancient Greece but in the last seventy years we have cars and people in squares. She indicated that this is a movement happening all over the world. She spoke of an event being held in Boston on Newbury Street which will be closed on five occasions. She stated the goal is to invite visitors and residents to come outdoors and do activities and enjoy Market Square as a pedestrian area. She spoke regarding teaming up with the Recreation Department on this event which will take place the last Sunday in September and the first Sunday in October which coincides with the Maritime Folk Festival. Councilor Pearson said all businesses are welcome to bring all of their wares into the streets with no vendors license required, and the event will be held over a 5 hour period on both days.

Councilor Reynolds said the goal is to try this and see what it looks and feels like. He said we can learn about traffic patterns and see how things work.

**Councilor Pearson moved that the City Council accept the Open Streets Temporary Demonstration Project taking place on September 29, 2019 and October 6, 2019. Seconded by Councilor Reynolds.**

Councilor Pearson said outreach has been done with businesses and residents in the area.

Councilor Becksted said that there have been public dialogue sessions where residents have expressed concerns and he would like to see public concerns addressed.

Councilor Reynolds said that we started the conversation months ago in a public way. He stated we feel we went out of our way and met with businesses and residents and their concerns have been addressed.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

Mayor Blalock said we authorize through the City Manager many events that we close streets and this is something that the City Council can do and it has been a thorough process.

Assistant Mayor Lazenby returned the gavel to Mayor Blalock.

Councilor Dwyer said from the feedback during public dialogue sessions does not block any of the streets that people had concerns with. She stated we will give the Maritime Folk Festival more exposure and we want to promote local activities.

**Motion passed with Councilor Becksted voting opposed.**

**D. COUNCILOR DENTON**

1. Request that Bridge Street Lot be made available on Sunday, September 15<sup>th</sup>, for this year's Drive Electric Week's Second Annual Portsmouth Electric Vehicle Show AND that one of the Electric Vehicle chargers at the Foundry Place Garage be reserved for several hours in the late afternoon of Monday, September 16<sup>th</sup>, for the Drive Electric NH's Electric Vehicle Charge Forward Relay finale

Councilor Denton requested to hold the Second Annual Portsmouth Electric Vehicle Show and use of the Bridge Street or Worth Lot for the event. He also requested one of the electric vehicle charges at the Foundry Garage be reserved for several hours in the late afternoon of Monday, September 16<sup>th</sup> for the Drive Electric NH's Electric Vehicle Charge Forward Relay finale. He stated he would work with City Manager Bohenko on which lot would be used. He explained the relay race and that the racers will end up in the City.

**Councilor Denton moved to authorize the City Manager to work with Councilor Denton on selecting a lot to hold the event. Seconded by Councilor Perkins.**

Councilor Pearson asked Councilor Denton instead of using the Bridge Lot would you consider using the top of Foundry Garage. Discussion continued on the use of Foundry Garage and Councilor Denton will work with City Manager Bohenko on selecting a location.

**Motion passed.**

**Assistant Mayor Lazenby moved to suspend the rules in order to continue the meeting beyond 10:30 p.m. Seconded by Councilor Perkins and voted.**

Mayor Blalock announced that all items under City Manager Bohenko are now consent.

### **XIII. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION**

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

2. Request for Approval of Agreement between the Portsmouth School Board and the Portsmouth Association of Clericals in Education

**Councilor Perkins moved to adopt the Consent Items. Seconded by Councilor Denton.**

Various City Councilors requested to pull items under the City Manager's name out of Consent to vote on separately. Previously motion was not voted upon.

**Councilor Perkins moved to approve the three (3) year Collective Bargaining Agreement between the Portsmouth School Board and the Portsmouth Association of Clericals in Education to expire on June 30, 2022. Seconded by Councilor Roberts and voted.**

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

**Councilor Perkins moved to approve the three (3) year Collective Bargaining Agreement between the Portsmouth School Board and the American Federation of State, County and Municipal (AFSCME) Council 93, AFL-CIO School Custodial Supervisors to expire on June 30, 2022. Seconded by Assistant Mayor Lazenby and voted.**

4. Request for Approval of Portsmouth Supervisory Management Alliance

**Assistant Mayor Lazenby moved to approve the three (3) year Collective Bargaining Agreement with the Portsmouth Supervisory Management Alliance to expire on June 30, 2022. Seconded by Councilor Roberts and voted.**

5. Proposed Funding from Contingency FY20 for Indoor Pool

City Manager Bohenko explained during the budget process Councilor Raynolds asked for an additional \$15,000.00 for the Indoor Pool to come from the Contingency Fund. He stated he advised Councilor Raynolds he would bring the request for additional funding in FY20.

**Councilor Raynolds moved to authorize the City Manager to expend an additional \$15,000.00 from contingency for the FY20 indoor pool budget with two stipulations: 1) the additional funds are for operations at the pool; and 2) the City Council amend the current contract with SIPP to provide all fees charged at the pool will be proposed by the Recreation Department and come through the Fee Committee and the City Council. Seconded by Councilor Perkins.**

City Manager Bohenko said he is concerned with trying to change an existing agreement.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

Mayor Blalock said he does not support the motion.

Assistant Mayor Lazenby returned the gavel to Mayor Blalock.

City Manager Bohenko said SIPP has never asked for an additional \$15,000.00 and it was never part of the budget.

Councilor Raynolds said that SIPP is the only situation where a set of fees do not have oversight through the Fee Committee. He stated SIPP is proposing to increase fees for the pool and it is risking driving the swim teams away from the pool. He said SIPP is aware of what is going on and understands what is happening and they want to take the \$15,000.00 and use it for capital improvements.

City Manager Bohenko said politics got involved in this and we never raised the fees, it is one of the reasons the pool got into trouble. He said we looked at closing the pool at one point. He indicated he thought we would discuss the \$15,000.00 this evening and not take action. City Manager Bohenko said that this is a group of volunteers that keep the pool open. He recommended that SIPP be here to speak with the City Council on this matter.

Councilor Becksted said he agrees with City Manager Bohenko. He stated SIPP should be able to speak to the City Council on this matter.

Councilor Roberts said we should hold off on the \$15,000.00 and speak with SIPP first and not change the contract. He said we need to have a drastic reason to change that contract.

Councilor Perkins said Councilor Raynolds has been involved in this for a year. She does not understand the problem with having out of town swim teams.

Councilor Dwyer said if there are issues it is time to revisit this matter. She said Councilor Perkins is right, there have been no movement in fees in seven years.

City Manager Bohenko said in FY 2020-2021 they may not want to continue with the City and we need to bring SIPP in with the Recreation Board to discuss this matter.

**Councilor Dwyer moved to table this matter until SIPP can come into address the City. Seconded by Councilor Raynolds and voted.**

6. Cate Street Land Swap

**Councilor Perkins moved to schedule to vote on the Proposed Cate Street Land Swap and Cate Street Connector Road Development Agreement at the August 12, 2019 City Council meeting. Seconded by Councilor Raynolds.**

Councilor Denton requested that we work into the deal funding an initial study for day lighting Hodgdon Brook.

**Motion passed.**

7. Request for License for Bluestone Properties of Rye, LLC for Property Located at 135 Congress Street

**Assistant Mayor Lazenby moved to authorize the City Manager to negotiate and enter into a temporary construction license with Bluestone Properties of Rye, LLC, as submitted to facilitate construction activities at 135 Congress Street. Seconded by Councilor Roberts and voted.**

**XIV. CONSENT AGENDA**

- A. Request for License to Install Projecting Sign for owner Matthew Parker of Danforth Pewter for property located at 65 Congress Street Unit 107 ***(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 for Partners Bank owner of Partners Bank for property located at 501 Islington Street ***(Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

**Planning Director's Stipulations**

- ***The license shall be approved by the Legal Department as to content and form;***



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

**Assistant Mayor Lazenby moved to adopt the Consent Agenda. Seconded by Councilor Perkins and voted.**

## **XV. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

- A. Email Correspondence

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

- C. Report on Pontine Theatre

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

- D. Letter from Eleanor Bird regarding the McIntyre Site

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

- E. Letter from Peter Somssich and Kathleen Pohlman-Somssich regarding the McIntyre Project

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

- F. Letter from Jim Splaine regarding Revisit McIntyre

**Councilor Perkins moved to accept and place on file. Seconded by Councilor Roberts and voted.**

## **XVI. CITY MANAGER'S INFORMATIONAL ITEMS**

1. Report Back Re: Planters & Flower Boxes on City Property

City Manager Bohenko said we have never charged for planters and flower boxes and we should just leave things the way they are and not make any changes.

2. Report Back Re: Distribution of Single-Use Disposables Ordinance

**Councilor Denton moved to bring first reading of the ordinance forward at the August 12, 2019 City Council meeting. Seconded by Councilor Perkins and voted.**

Councilor Denton said that the Chamber of Commerce reached out to him and the Street.life will be complying with the single use requirements outlined in the proposed ordinance.

3. Letter from NH Department of Transportation Re: Type II Noise Abatement Program

City Manager Bohenko said we are the first community to get the Type II Noise Abatement Program.

Councilor Roberts said Representative Somssich is looking at alternative funding for the Noise Abatement Program.

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

No items were discussed under this portion of the agenda.

**XVIII. ADJOURNMENT**

**At 11:05 p.m., Councilor Perkins moved to adjourn. Seconded by Councilor Roberts and voted.**



KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, August 12, 2019 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 7, Article III, Section 7.328 – LIMITED PARKING – THREE HOURS – Raynes Avenue: entire street, both sides and Vaughan Street: entire street, both sides. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC/CNHMC  
City Clerk

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, August 12, 2019 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 7, Article III, Section 7.328 – LIMITED PARKING – THREE HOURS – Raynes Avenue: entire street, both sides and Vaughan Street: entire street, both sides. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC/CNHMC  
City Clerk

7/30/19 4:43:54

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III, Section 7.328 – **LIMITED PARKING - THREE HOURS** sub-section A of the Ordinances of the City of Portsmouth which shall read as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Section 7.328: LIMITED PARKING - THREE HOURS

- A. No person having control or custody of any vehicle shall stop or cause the same to stop or park for longer than three hours at any time between the hours of 9:00 a.m. and 8:00 p.m. Monday through Saturday, and between 12:00 p.m. and 8:00 p.m. Sunday, Holidays excluded, on the following streets and locations:

**Raynes Avenue: entire street, both sides**  
**Vaughan Street: entire street, both sides**

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

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

This ordinance shall take effect upon its passage.

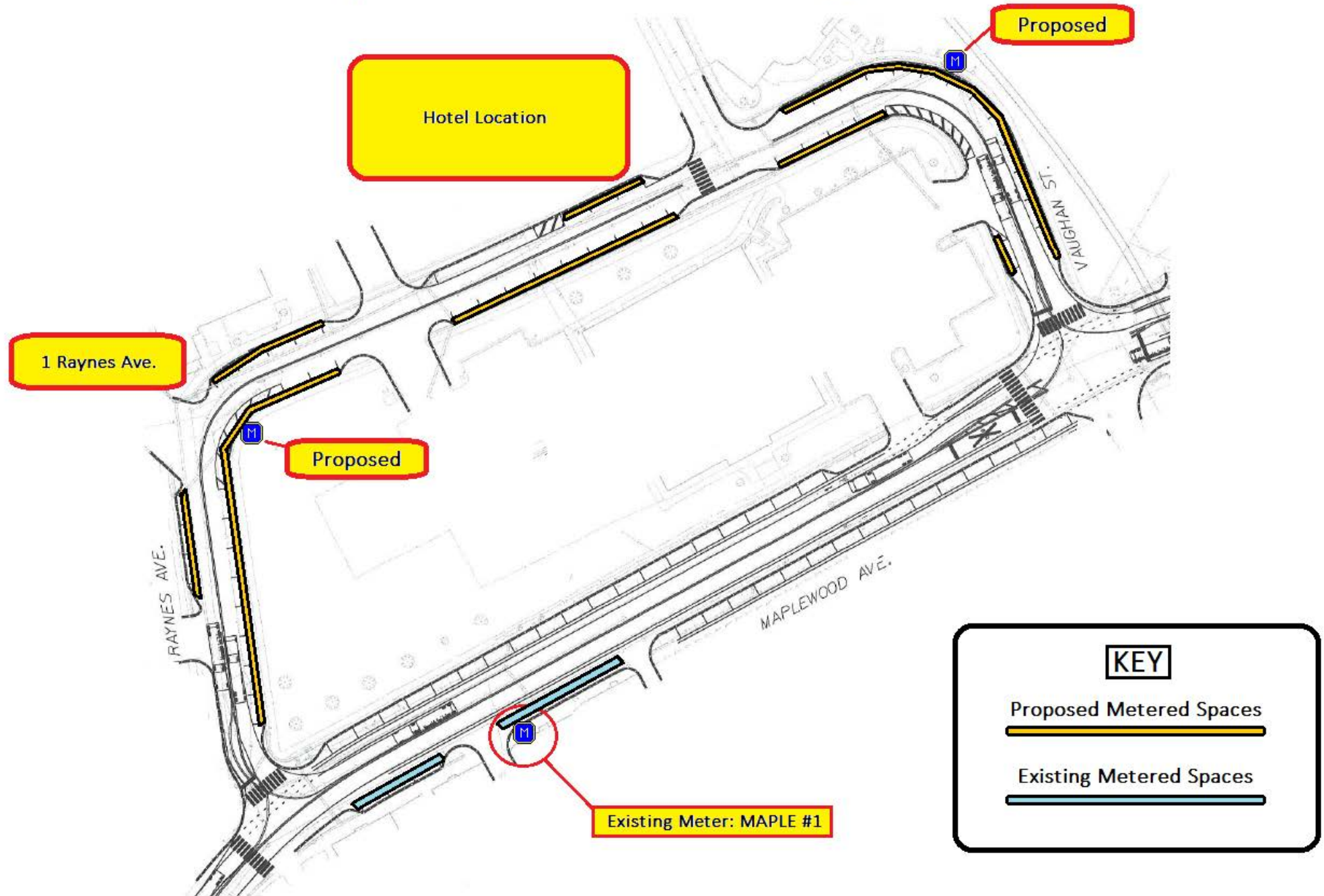
APPROVED:

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

ADOPTED BY COUNCIL:

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

# Raynes Ave. and Vaughan St.



1 ORDINANCE#  
2 THE CITY OF PORTSMOUTH ORDAINS

3  
4 That the Ordinances of the City of Portsmouth are hereby amended, by  
5 the addition of a new section entitled Chapter 3, Article IX, Section  
6 3.901 - **DISTRIBUTION OF SINGLE-USE DISPOSABLES** which  
7 shall read in pertinent part as follows

8 **CHAPTER 3**

9 **PUBLIC HEALTH**

10 **ARTICLE IX: DISTRIBUTION OF SINGLE-USE DISPOSABLES**

11 **3.901: PURPOSE**

12 The City of Portsmouth recognizes that limiting the distribution of  
13 single-use disposables is necessary for the protection of both the  
14 environment of the municipality and the public health, safety, and  
15 welfare of its citizens.

16 **3.902: DEFINITIONS**

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

18 *Composting Facility*: a solid waste compost facility pursuant to the  
19 Maine Solid Waste Management Rules: Composting Facilities, 06-096  
20 CMR 410 or equivalent; the Maine Hazardous Waste, Septage and Solid  
21 Waste Management Act, 38 M.R.S.A. §§ 1301 to 1319-Y or equivalent,  
22 and Maine's other Solid Waste Management Rules or equivalents.

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

26 *Customer*: any Person obtaining goods from a Store.

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

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

8 *Nonprofit Charitable Reuser*: a charitable organization or a distinct  
9 operating unit or division of the charitable organization, that reuses and  
10 recycles donated goods or materials and receives more than fifty percent  
11 (50%) of its revenues from the handling and sale of those donated goods  
12 or materials. To be considered a Nonprofit Charitable Reuser, the entity  
13 must meet the terms of section 501(c)(3) of the U.S. Internal Revenue  
14 Code (26 U.S.C. 501(c)(3)).

15 *Nonprofit Food Establishment*: a charitable entity that prepares or serves  
16 food directly to the Customer or otherwise provides food or meals for  
17 consumption by humans. The term includes central food banks, soup  
18 kitchens, and nonprofit food delivery services. To be considered a  
19 Nonprofit Food Establishment, the entity must meet the terms of section  
20 501(c)(3) of the U.S. Internal Revenue Code (26 U.S.C. 501(c)(3)).

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

21 *Single-Use Recycled Paper Bag*: a paper bag provided at the check  
22 stand, cash register, point of sale, or other point of departure for the  
23 purpose of transporting food or merchandise out of the establishment  
24 that contains no old growth fiber and a minimum of forty percent (40%)  
25 post-consumer recycled content; is one hundred percent (100%)  
26 recyclable; and has printed in a highly visible manner on the outside of  
27 the bag the word “Recyclable,” the name and location of the  
28 manufacturer, and the percentage of post-consumer recycled content.  
29 The Single-Use Recycled Paper Bag is capable of composting,  
30 consistent with the timeline and specifications of the American Society  
31 of Testing and Material (ASTM) Standard Specification for

1 Compostable Plastics D6400, as published in September 2004. A Single-  
2 Use Recycled Paper Bag is a form of a Single-Use Carryout Bag.

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

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

### 11 **3.903 CARRYOUT BAGS**

#### 12 A. Prohibited Carryout Bags:

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

#### 21 B. Permitted Carryout Bags:

- 22 1. Stores on City property are allowed to distribute Single-Use  
23 Carryout Bags or Reusable Bags to Customers subject to the terms  
24 of this Section.
- 25 2. All Stores may distribute their remaining 2019 Single-Use Plastic  
26 Bag inventory.
- 27 3. Nothing in this Section prohibits Customers from using bags of  
28 any type that they bring to the Store themselves or from carrying

1 away goods that are not placed in a bag, in lieu of using bags  
2 provided by the Store.

3 C. Exemptions:

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

27 **3.904 DISPOSABLE CUPS**

28 A. Prohibited Disposable Cups:

- 29 1. No Store on City property shall provide a Single-Use Plastic Cup  
30 to a Customer, at the check stand, cash register, point of sale, or  
31 any other location for the purpose of transporting a beverage that

1 will be drank inside or outside of the Store except as provided in  
2 this Section.

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

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

11 B. Permitted Disposable Cups:

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

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

21 3. All Stores may distribute their remaining 2019 Single-Use Cup  
22 inventory.

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

27 C. Exemptions:

28 1. The only Single-Use Plastic Cups that Stores on City property are  
29 allowed to distribute are Single-Use Plastic Compostable Cups if  
30 the Store on City property provides customers the option to dispose  
31 of the Single-Use Compostable Plastic Cups in a specifically  
32 designated composting receptacle that is both on the premise and

1 its contents will be transported to a Composting Facility to be  
2 composted.

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

7 **3.905 DISPOSABLE CONTAINERS**

8 A. Prohibited Disposable Containers:

- 9 1. No Store on City property shall provide a Single-Use Plastic  
10 Container to a Customer, at the check stand, cash register, point of  
11 sale, or any other location for the purpose of transporting Prepared  
12 Food that will be consumed inside or outside of the Store except as  
13 provided in this Section.  
14 2. No Store shall provide a Single-Use Polystyrene Container at the  
15 check stand, cash register, point of sale, or any other location for  
16 the purpose of transporting Prepared Food that will be eaten inside  
17 or outside of the Store.  
18 3. No Person shall distribute a Single-Use Plastic Container or a  
19 Single-Use Polystyrene Container at any City facility, City-  
20 managed concession, City-sponsored event, or City-permitted  
21 event unless a Store on City property is also otherwise allowed to  
22 in this Section.

23 B. Permitted Disposable Containers:

- 24 1. Stores on City property are allowed to distribute Single-Use  
25 Containers to Customers for the purpose of transporting Prepared  
26 Food that will be eaten inside or outside of the Store, subject to the  
27 terms of this Section.  
28 2. All Stores may distribute their remaining 2019 Single-Use  
29 Container inventory.  
30 3. Nothing in this Section prohibits Customers from using containers  
31 of any type that they would otherwise be allowed to bring under

1 the Ordinances of the City of Portsmouth to the Store themselves  
2 in lieu of using containers provided by the Store.

3 C. Exemptions:

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

11 **3.906 DISPOSABLE STRAWS**

12 A. Prohibited Disposable Straws:

- 13 1. No Store on City property shall provide a Single-Use Plastic Straw  
14 to a customer for the purpose of transferring a beverage from a cup  
15 or container to the mouth of a person drinking the beverage on a  
16 single occasion inside or outside of the Store, except as provided in  
17 this Section.  
18 2. No Person shall distribute a Single-Use Plastic Straw at any City  
19 facility, City-managed concession, City-sponsored event, or City-  
20 permitted event unless a Store on City property is also otherwise  
21 allowed to in this Section.

22 B. Permitted Disposable Straws:

- 23 1. Stores on City property are allowed to distribute Single-Use Straws  
24 to Customers for the purpose of transferring a beverage from a cup  
25 or container to the mouth of a person drinking the beverage on a  
26 single occasion inside or outside of the Store, subject to the terms  
27 of this Section.  
28 2. All Stores may distribute their remaining 2019 Single-Use Straw  
29 inventory.

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

4 C. Exemptions:

- 5 1. Stores on City property are only allowed to distribute Single-Use  
6 Straws at the explicit request of the customer for the purpose of  
7 transferring a beverage from a cup or container to the mouth of a  
8 person drinking the beverage on a single occasion inside or outside  
9 of the Store.
- 10 2. The only Single-Use Plastic Straws that Stores on City property are  
11 allowed to distribute are Single-Use Plastic Compostable Straws if  
12 the Store provides customers the option to dispose of the Single-  
13 Use Compostable Plastic Straws in a specifically designated  
14 composting receptacle that is both on the premise and its contents  
15 will be transported to a Composting Facility to be composted.

16 **3.907 PENALTIES AND REMEDIES**

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

- 19 1. If the City determines that a violation of this Section has occurred,  
20 he/she will issue a written warning notice to the Operator of a  
21 Store on City property and the potential penalties that will apply  
22 for future violations
- 23 2. Upon a second or subsequent infraction of this Section, the City is  
24 authorized to issue citations to persons, firms, or corporations  
25 violating this Section in accordance with the ordinances of the City  
26 of Portsmouth. The amount of the fee that will accompany the  
27 citation will be determined by the Fee Schedule Study Committee  
28 of the City of Portsmouth.
- 29 3. The City Attorney is authorized to file any appropriate legal  
30 proceedings, including but not limited to requests for injunctive  
31 relief, necessary to prevent violation of this Section.



1 **SEVERABILITY**

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

4 **EFFECTIVE DATE**

5 This ordinance shall take effect on December 31, 2019.

6

7

APPROVED

8

9

10

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

11

12

13

14 **ADOPTED BY COUNCIL:**

15

16

17

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

19

20

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III, Section 7.326 – **LIMITED PARKING – FIFTEEN MINUTES** sub-section A of the Ordinances of the City of Portsmouth which shall read as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

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

- A. No person having control or custody of any vehicle shall stop or cause the same to stop or park for longer than 15 minutes at any time between the hours of 9:00 a.m. and 8:00 p.m. Monday through Saturday, and between 12:00 p.m. and 8:00 p.m. Sunday, Holidays not included, on the following streets and locations:

~~9. Maplewood Avenue: easterly side, the first two spaces commencing 140 feet northerly from Vaughan Street~~

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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

ADOPTED BY COUNCIL:

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

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III, Section 7.328 – **LIMITED PARKING - THREE HOURS** sub-section A of the Ordinances of the City of Portsmouth which shall read as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Section 7.328: **LIMITED PARKING - THREE HOURS**

- A. No person having control or custody of any vehicle shall stop or cause the same to stop or park for longer than three hours at any time between the hours of 9:00 a.m. and 8:00 p.m. Monday through Saturday, and between 12:00 p.m. and 8:00 p.m. Sunday, Holidays excluded, on the following streets and locations:

**Maplewood Avenue: both sides, between Raynes Avenue and Vaughan Street**

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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

ADOPTED BY COUNCIL:

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

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, VEHICLES, TRAFFIC and PARKING of the ordinances of the City of Portsmouth be amended as follows by deletions from existing language stricken and highlighted in **red**; additions to existing language bolded and highlighted in **red**, remaining language unchanged from existing:

*[Explanatory note not part of ordinance. The following amendments to the parking ordinance were either implemented by the Parking and Traffic Safety Committee on a trial basis last year or are part of ongoing improvements to the parking ordinance and are forwarded to the City Council for approval. Each ordinance change is shown on diagrams attached hereto.]*

---

**A. Amend:** Chapter 7, Article III – TRAFFIC ORDINANCE, Section 7.330: No Parking

**Section 7.330: NO PARKING**

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

11. Brewster Street:

- a. westerly side from Islington Street to McDonough Street.
- a b. ~~easterly side, one parking space southerly from the corner at the intersection of Brewster and Hanover Street.~~ **entire easterly side, north of Sudbury Street.**
- c. **easterly side, no parking in front of Map 138, Lot 11, except from a point beginning 108 feet from the northerly curblin of Islington Street, and running 20 feet in a northerly direction.**

**58. Highland Street: westerly side, beginning at the southerly curblin of Middle Street and running southerly for a distance of 90 feet.**

67. Langdon Street:

- a. **entire** easterly side ~~from McDonough Street to~~ **north of** Islington Street.
- b. entire westerly side, north of McDonough Street.

**133. Wentworth Street:**

- a. **easterly side, entire length.**
- b. **westerly side, beginning at the southerly curblin of Pleasant Street and running southerly for a distance of 215 feet.**

**B. Amend:** Chapter 7, Article III – TRAFFIC ORDINANCE, Section 7.336: One-Way Streets.

**Section 7.336: ONE-WAY STREETS**

**2. Brewster Street: northerly from Islington Street to McDonough Street.**

---

**C. Amend:** Chapter 7, Article V – BICYCLE REGULATIONS, Section 7.510: Unattended Bicycles

**Section 7.510: UNATTENDED BICYCLES**

No person shall park a bicycle in a manner that:

- G. At no time shall bicycles be secured to or parked against a fire hydrant **or monuments.**
- 

**D. Amend:** Chapter 7, Article VI – TRUCK LOADING/UNLOADING ZONES ESTABLISHED

**ARTICLE VI: ~~TRUCK LOADING/UN~~ LOADING ZONES**

**Section 7.601: LIMITED HOURS ~~TRUCK LOADING/UNLOADING~~ ZONES ESTABLISHED**

The following locations are established ~~as exclusive~~ **“Truck Limited Hours Loading Zones” during “Loading Zone Hours” which are defined as** Mondays through Saturdays between the hours of 6:00 a.m. and 7:00 p.m. or as otherwise described below. ~~with regard to any particular location.~~ During **Loading Zone Hours** ~~these times~~ only ~~trucks, vans and other licensed commercial delivery vehicles,~~ **vehicles marked for commercial purposes and unmarked noncommercial vehicles with Loading Zone Permits may utilize Limited Hours Loading Zones for up to 30 consecutive minutes if** actively engaged in loading or unloading of product, merchandise or equipment. ~~(meaning that no more than 10 consecutive minutes pass without loading or unloading activity) may park. Such vehicles may park at the designated locations for a period not to exceed 30 minutes. Unless otherwise determined by ordinance, a~~ **At** all other times these **Loading Zones** shall be open parking for all vehicles.

- 1. Bow Street: northerly side, **beginning starting** 40 feet west from Chapel Street and **continuing extending** west for a distance of 70 feet. In addition to Monday through

Saturday, this location shall also be a ~~truck~~ loading zone from 6:00 a.m. to 12:00 p.m. on Sunday.

**2. Brewster Street: easterly side, beginning 40 feet north of the northerly curbline of Islington Street and running 40 feet in the northerly direction, between the hours of 7 AM and 3 PM, Monday through Friday.**

2. Bridge Street: westerly side, **beginning 50+00** feet north from the intersection of Bridge Street and Islington Street for a distance of **409** feet.

3. **Congress Street:**

**a. northerly side, beginning 9 feet west from the intersection of Fleet Street and Congress Street running for a distance of 136 feet.**

~~3.~~ **b. southerly side, beginning 130 feet east from the intersection of Fleet Street and Congress Street running for a distance of 49 feet.** ~~Chestnut Street: westerly side, south from Congress Street for a distance of 100 feet.~~

4. Daniel Street:

~~a. northerly side, 123 feet east from Bow Street for a distance of 45 feet~~

southerly side, **55-beginning 3737** feet west from Penhallow Street for a distance of **80** feet.

~~b.~~

5. Deer Street: southerly side, west from Market Street a distance of 60 feet.

6. Hanover Street:

a. northerly side, ~~east~~ **beginning** at a distance of **10640** feet from the western most point of the **southwesterly curbline of Market Street for a distance of 45 feet.** ~~100 Market Street Building.~~

b. southerly side, **beginning at the westerly curbline of Fleet Street and running westerly for 90 feet** ~~first two spaces west from Fleet Street~~, from 6:00 a.m. to 11:00 a.m.

~~b.~~ **c. all parking spaces on the northerly side between Portwalk Place and Maplewood Avenue from 6:00 a.m. to 9:00 a.m.**

7. High Street: easterly side, in a southerly direction from Ladd Street a distance of 50 feet.

8. Market Street:

a. easterly side, south for a distance of 50 feet, beginning at Commercial Alley

~~b.~~ easterly side, south for a distance of 40 feet, beginning at Bow Street from 6:00

**b.** a.m. to 7:00 p.m. In addition, from 7:00 p.m. to 6:00 a.m., Monday through Sunday, this area shall be designated as a taxi ~~s~~Stand per Section 7A.408

**c.** westerly side between Russell Street and Deer Street, from November 1<sup>st</sup> through March 30<sup>th</sup>, 2:00 a.m. to 5:00 p.m. Monday-Friday, 2:00 a.m. to 1:00 p.m. Saturday.

9. Pearl Street: easterly side from a point thirty feet (30') north of Islington Street to a point seventy feet (70') north of Islington Street.

10. Penhallow Street: westerly side, **beginning at north from Commercial Alley and running northerly** for a distance of 45 feet. In addition to Monday through Saturday, this location shall also be a ~~truck~~ loading zone from 6:00 a.m. to 12:00 p.m. on Sunday.

11. **a.**—State Street:

**a.** northerly side, **beginning** 40 feet east from Pleasant Street for a distance of ~~420~~ feet. In addition, from 7:00 p.m. to 6:00 a.m., Monday through Sunday, this area shall be designated as a taxi stand per Section 7A.408.

~~11.~~ **b.** southerly side, **beginning 20 feet west from Atkinson Street for a distance of 57 feet.**

#### **Section 7.602: 24-HOUR TRUCK LOADING ~~UNLOADING~~ ZONES (24 HOURS)**

The following locations are established as ~~exclusive~~ “~~24-Hour Truck~~ Loading Zones” at all times, 24 hours a day, seven days a week. Only **licensed commercial vehicles, vehicles marked for commercial purposes and unmarked non-commercial vehicles with Loading Zone Permits may utilize the 24-Hour Loading Zones for 30 consecutive minutes if actively trucks, vans and other commercial delivery vehicles actually engaged in loading or unloading of product, merchandise or equipment. may park in the designated locations. Such vehicles may park at the designated locations for a period not to exceed 30 consecutive minutes. No other vehicles may utilize the 24-Hour Loading Zones.**

1. Ceres Street

**a.** westerly side, **beginning** 27 feet from Bow Street for a distance of 25 feet.

**b.** easterly side, **beginning** 95 feet from Bow Street for a distance of 40 feet ~~Pleasant Street: westerly side, south from State Street a distance of 50 feet.~~

~~b.~~

2. **Chestnut Street: westerly side, south from Congress Street for a distance of 100 feet.**

3. ~~3.~~—**Daniel Street: northerly side, beginning 123 feet east from Bow Street for a distance of 35 feet.**

~~4.~~

~~2.~~—Haven Court:

**a.** both sides, entire length

**5. Maplewood Avenue: easterly side, beginning 35 feet north from the intersection of Congress Street and Maplewood Avenue running for a distance of 70 feet.**

~~6. Penhallow Street: easterly side, 100 feet north from the intersection of State Street and Penhallow Street running for a distance of 28 feet.~~

**76. Pleasant Street: westerly side, beginning 21 feet south from the intersection of Pleasant Street and State Street running southerly for a distance of 30 feet.**

**87.**

~~3. Porter Street~~

- a. northerly side, **beginning** 15 feet west from Fleet Street for a distance of 40 feet.
- b. southerly side, **beginning** 145 feet east from Middle Street for a distance of 45 feet.

~~a.~~

~~4. State Street~~

- a. southerly side, 20 feet west from Atkinson Street for a distance of 29 feet.

### **Section 7.603: LOADING AND UNLOADING OF LIVE PARKED VEHICLES:**

**1. Middle Street: easterly side, beginning 188 feet southwesterly from intersection with Miller Avenue, for a distance of 20 feet (in front of 375 Middle Street). ~~Court Street: southerly side directly opposite the easterly line of Chestnut Street extending easterly along said southerly side of Court Street for a distance of fifty~~ ~~1. (50) feet.~~**

~~2. Middle Street: easterly side, beginning 188 feet southwesterly from intersection with Miller Avenue, for a distance of 20 feet (in front of 375 Middle Street).~~

### **Section 7.604: ~~COMMERCIAL~~ LOADING ZONE PERMITS**

The Director of Public Works may issue a **Loading Zone P**ermit to allow **unmarked** noncommercial ~~ly marked~~ vehicles to utilize **Limited Hours Loading Zones and 24-Hour Loading Zones** ~~commercial loading zones~~ for **30 consecutive minutes** ~~the purpose of active if~~ **actively engaged** ~~loading in~~ loading or unloading ~~of~~ product, merchandise or equipment. The issuance and use of such permits shall be in accordance with Article VI and the following terms and conditions:

- a. a. The permittee shall be issued a **commercial H Loading Z zone P**ermit from the Parking Clerk's Office for a fee to be determined in accordance with Chapter 1, Article XVI.



b. Each **Loading Zone** ~~P~~permit would be valid for one calendar year, January 1<sup>st</sup> through December 31<sup>st</sup>, ~~and will require annual renewal.~~

**c. Each Loading Zone Permit is non-transferable and is valid for only one vehicle per application.**

~~d.~~ ~~e.~~The vehicle must prominently display the ~~commercial L~~loading ~~Z~~zone ~~P~~permit on the vehicle's dashboard.

~~e.~~ ~~d.~~In the event that the permittee secures the use of the ~~commercial L~~loading ~~Z~~zone ~~P~~permit through misrepresentation, the permittee shall be subject to a fine of one hundred dollars (\$100.00).

~~ef.~~ ~~.~~Any person using a ~~commercial L~~loading ~~Z~~zone ~~P~~permit other than at the times or manner specifically authorized by the Department of Public Works shall be subject to a fine of two hundred dollars (\$200.00) per use, per permit, of such unauthorized use.

---

**E. Amend:** Chapter 7, Article XI – SPEED LIMITS, Section 7.1100: Speed Limits

**Section 7.1100: SPEED LIMITS:**

E. Speed Limit: 25 MPH

**3. Dodge Avenue**

---

**F. Amend:** Chapter 7, Article XVII – MOPED REGULATIONS, Section 7.1702: Parking

**Section 7.1702: PARKING:**

F. At no time shall a moped be secured or parked against a fire hydrant **or monuments.**

---

Section 7.330: NO PARKING

11. Brewster Street:

b. easterly side, one parking space southerly from the corner at the intersection of Brewster and Hanover Street. entire easterly side north of Sudbury Street.

Section 7.330: NO PARKING

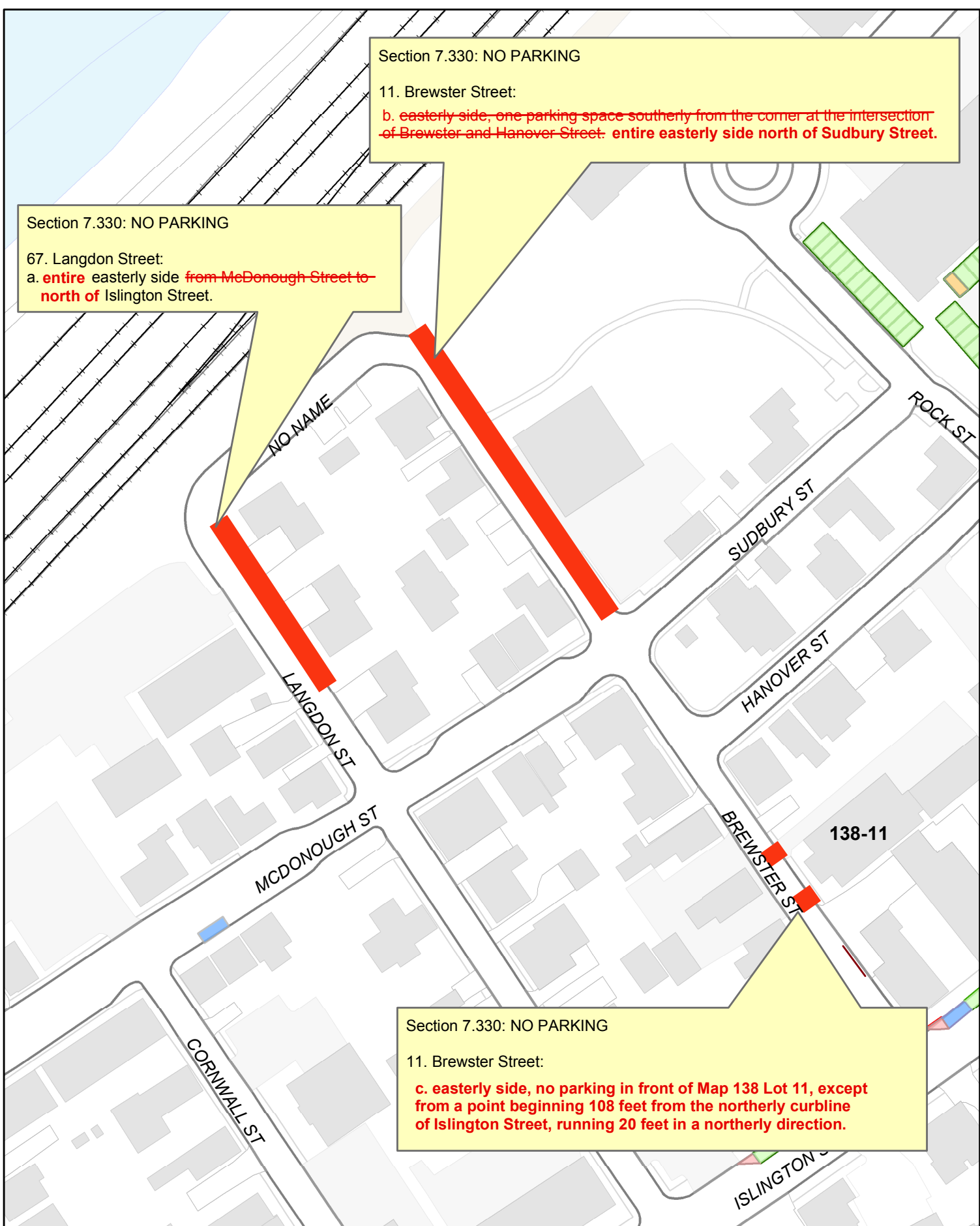
67. Langdon Street:

a. entire easterly side from McDonough Street to north of Islington Street.

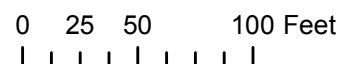
Section 7.330: NO PARKING

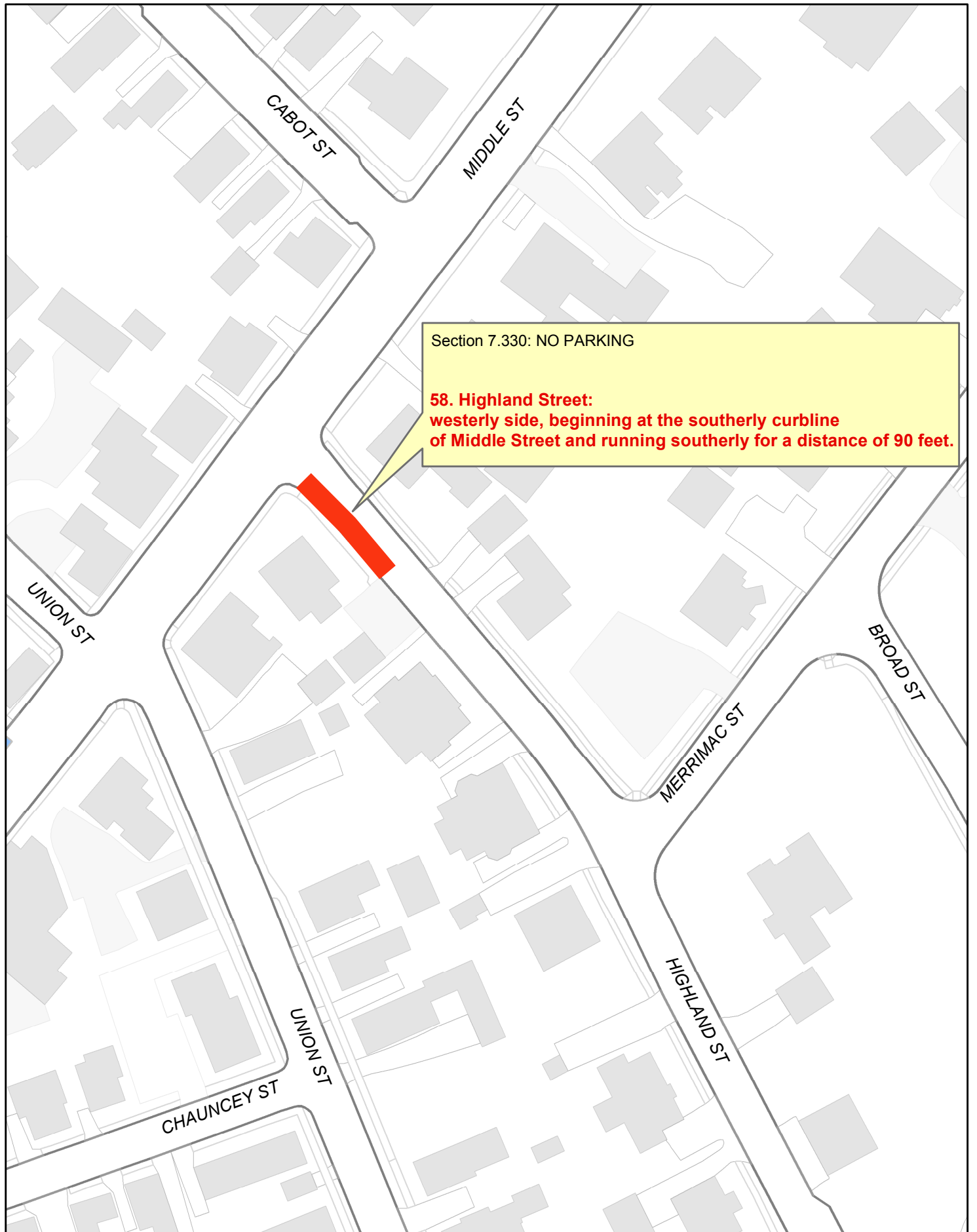
11. Brewster Street:

c. easterly side, no parking in front of Map 138 Lot 11, except from a point beginning 108 feet from the northerly curbline of Islington Street, running 20 feet in a northerly direction.



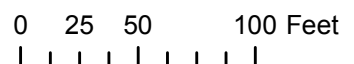
No Parking  
Portsmouth, New Hampshire

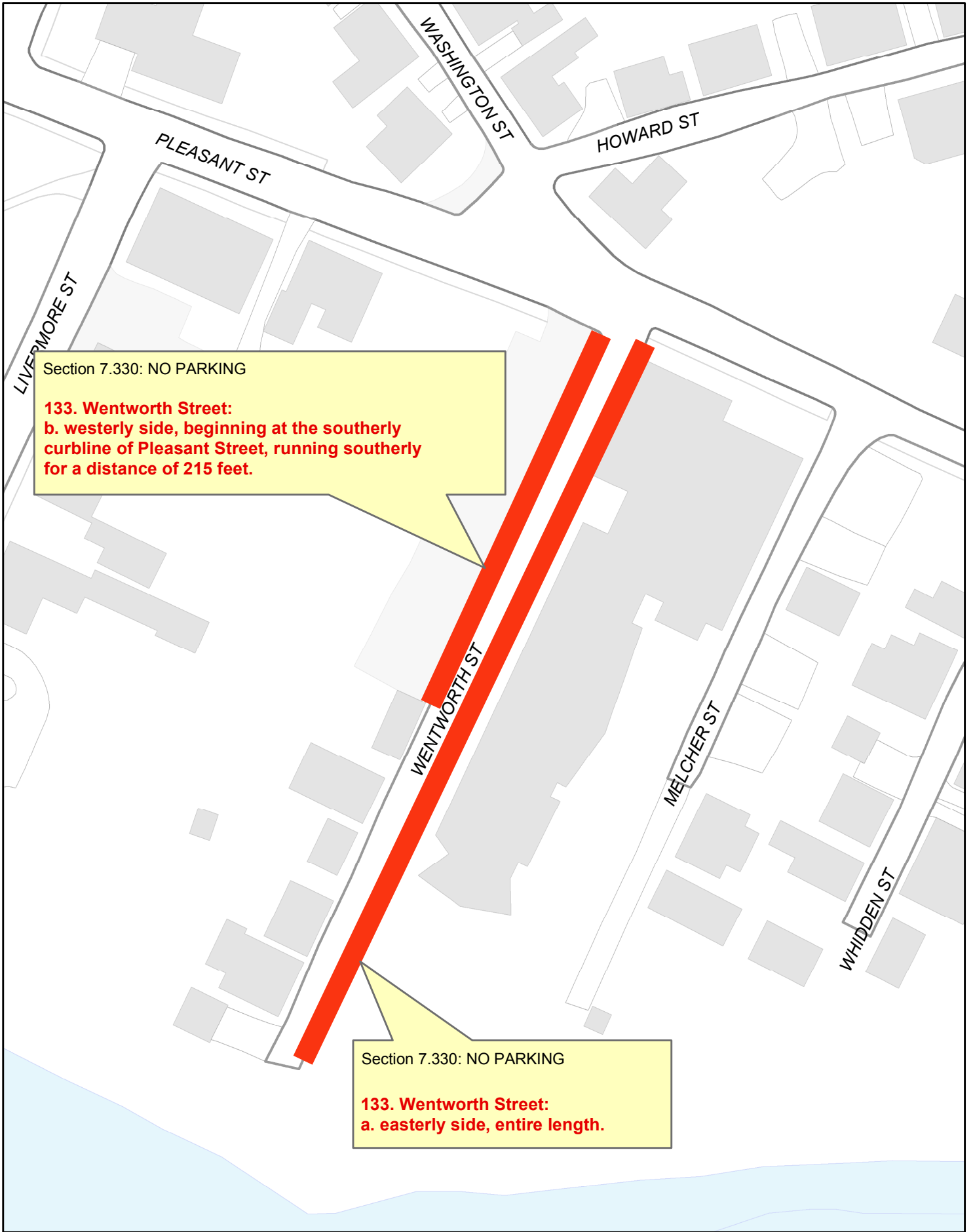




**No Parking  
Portsmouth, New Hampshire**

Map prepared by Portsmouth Department of Public Works, 07 May 2019  
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2019





Section 7.330: NO PARKING

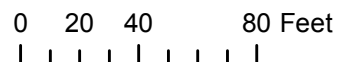
**133. Wentworth Street:**  
**b. westerly side, beginning at the southerly curbline of Pleasant Street, running southerly for a distance of 215 feet.**

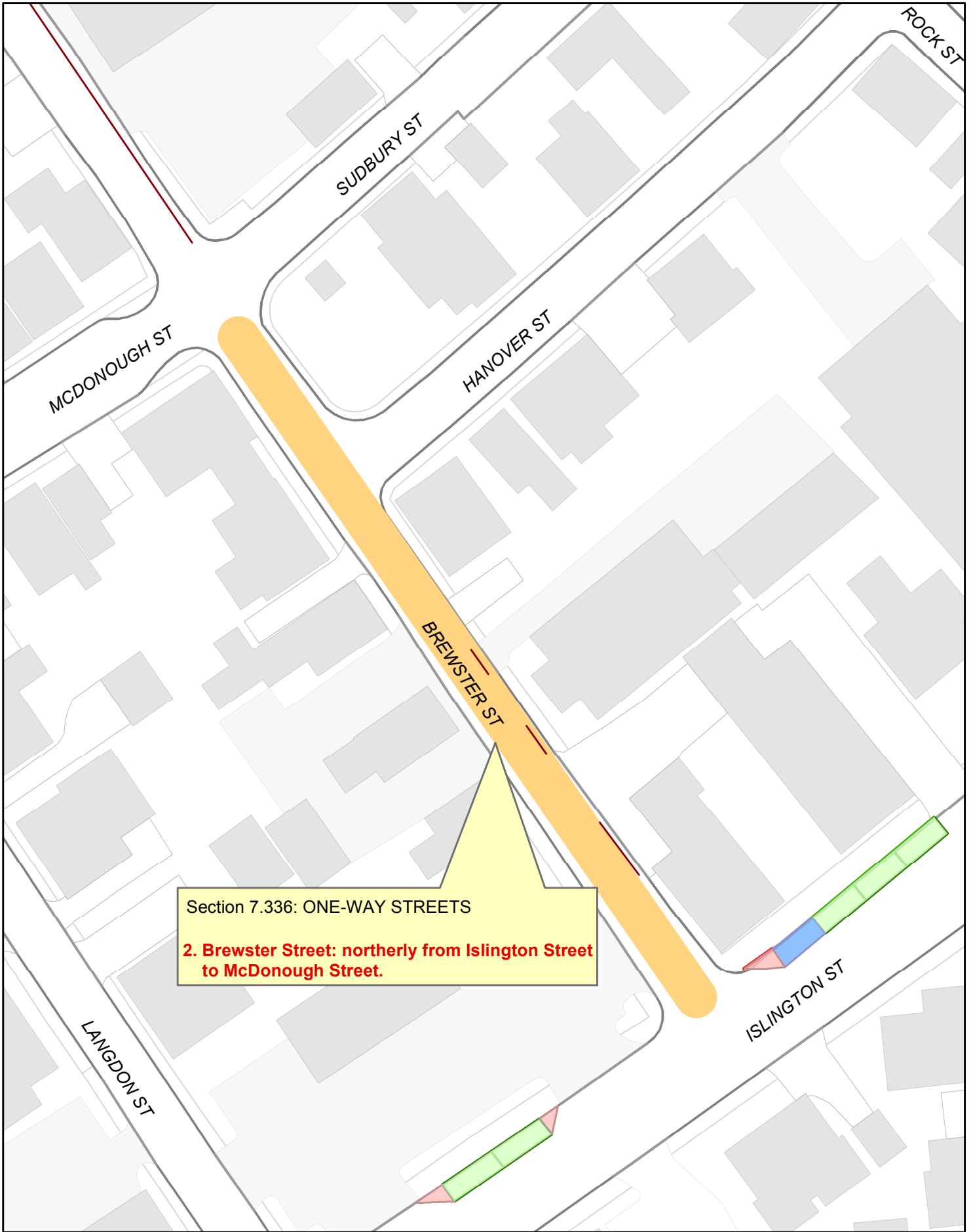
Section 7.330: NO PARKING

**133. Wentworth Street:**  
**a. easterly side, entire length.**

**No Parking  
Portsmouth, New Hampshire**

Map prepared by Portsmouth Department of Public Works, 07 May 2019  
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2019

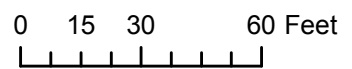


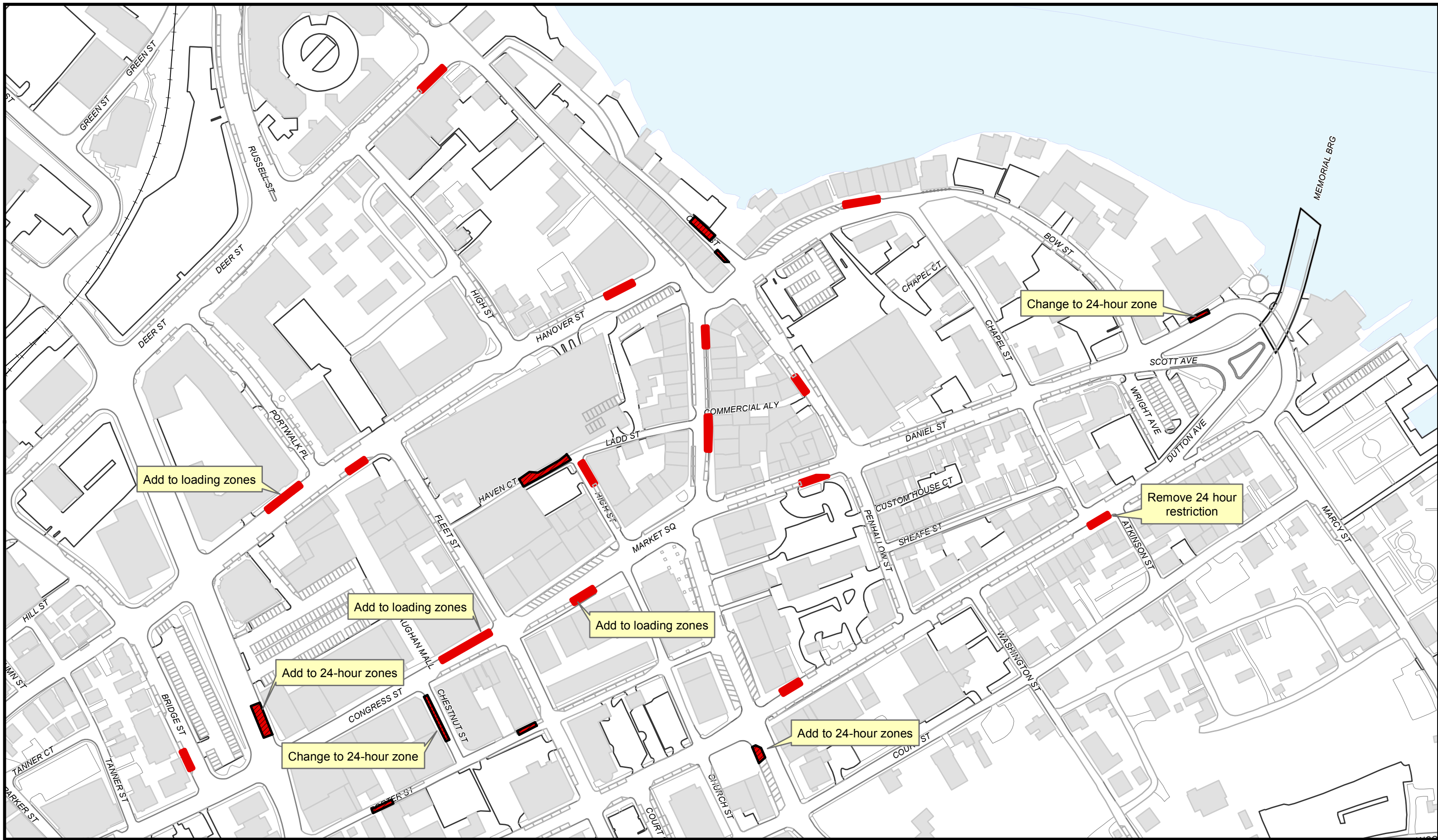


Section 7.336: ONE-WAY STREETS  
**2. Brewster Street: northerly from Islington Street to McDonough Street.**


**One Way Street  
Portsmouth, New Hampshire**


Map prepared by Portsmouth Department of Public Works, 07 May 2019  
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2019

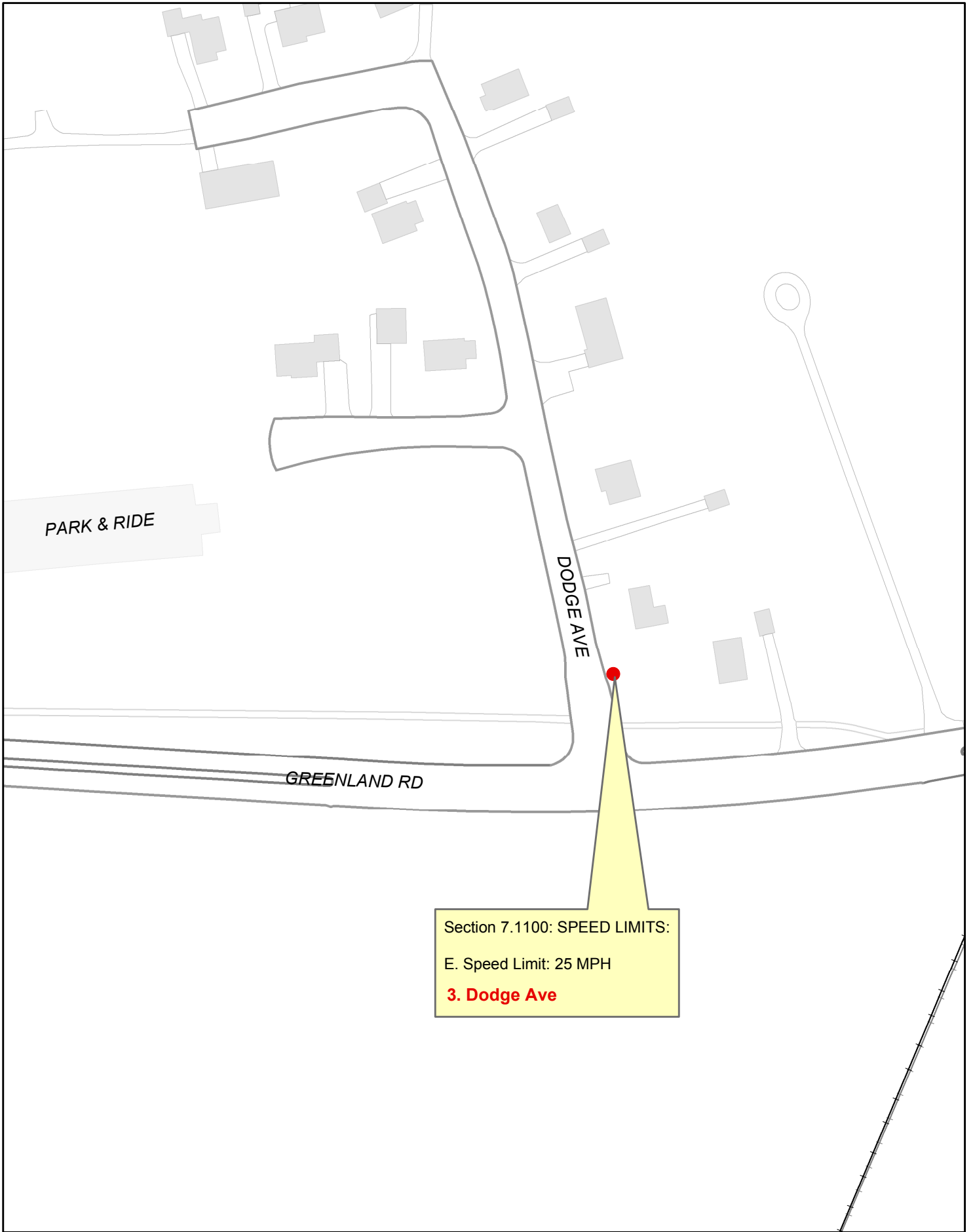




**PROPOSED LOADING ZONE CHANGES**  
 CITY OF PORTSMOUTH, NEW HAMPSHIRE

 Loading Zones  
 (open to all traffic  
 after 7 PM)

 24-Hour Loading Zones



**Speed Limits  
Portsmouth, New Hampshire**

Map prepared by Portsmouth Department of Public Works, 07 May 2019  
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2019





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: TREES AND GREENERY

Name: PATRICIA BAGLEY Telephone: 617-680-7136

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

Street address: 213 PLEASANT STREET

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

Email address (for clerk's office communication): patbagley@aol.com

How long have you been a resident of Portsmouth? 10 YEARS

Occupational background:

RETIRED EDUCATOR (WESTON, MA MIDDLE SCHOOL LIBRARY)

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

HAVE TAKEN TREE ID AND LANDSCAPE MAINTENANCE COURSES

THROUGH THE LANDSCAPE INSTITUTE @ HARVARD (ARNOLD ARBORETUM)

HAVE ATTENDED LECTURES OFFERED BY THE NEW WILDFLOWER SOCIETY,

THE ARNOLD ARBORETUM, THE NE GROWS TRADE SHOW, AND

ELA (ECOLOGICAL LANDSCAPE ALLIANCE). AND YEARS OF  
GARDENING / LANDSCAPING OUR OWN PROPERTIES.





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: THE PORTSMOUTH LANDSCAPE IS VITAL TO OUR WELL BEING AND TO THE PERCEPTION OF PORTSMOUTH TO VISITORS. THIS COMMITTEE DETAILS WITH MY STRONG PERSONAL INTEREST AND RESPECT FOR TREES AND GREENERY. IT SEEMS A PERFECT WAY TO SERVE THE CITY OF PORTSMOUTH.

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

PORTSMOUTH ATHENAEUM (PROPRIETOR)  
PORTSMOUTH CITY WOMEN'S CLUB  
AMERICAN CONIFER SOCIETY (MEMBER)

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

- 1) BARBARA BOWLVS, 170 DENNETT ST UNIT 2, PORTSMOUTH (603) 557-4620  
Name, address, telephone number
- 2) MARY LOU McELWAIN, 259 SOUTH ST, PORTSMOUTH (603) 498-3063  
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: Patricia Bagley Date: July 22, 2019

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

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



# CITY OF PORTSMOUTH

City Hall, One Junkins Avenue  
Portsmouth, New Hampshire 03801

## INTEROFFICE MEMORANDUM

**TO:** JOHN P. BOHENKO, CITY MANAGER  
**FROM:** NANCY COLBERT PUFF, DEPUTY CITY MANAGER  
**SUBJECT:** HISTORIC MONUMENT PROGRAM APPLICATION  
**DATE:** 8/7/19

---

An application to the Historic Monument Program to effect the transfer of the McIntyre property to the City is ready to be submitted for National Park Service (NPS) review. Prior to submittal, the City Council must take the following actions:

**Resolution Re: City Application to Obtain the McIntyre Property for Historic Monument Purposes**

As part of the application, the City Council must resolve to utilize the property in conformance with all the rules and regulations of the program and authorize the City Manager to carry out the resolution (including “the preparation, making, and filing of plans, Applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, etc.”). A copy of the complete resolution is attached on page 16 of the attached application. Note: one exhibit to the application is a draft ground lease between the City and its partner, SoBow Square, LLC. This document should be considered draft; in the estimation of legal counsel John Sokul, it is 90% complete. The final version will appear before the Council at a future date.

*Sample motion: Move the Council adopt the resolution as presented, and authorize the City Manager to act to carry out the resolution.*

**Development Agreement with SoBow Square, LLC**

In order for the Application to be successful, the City must demonstrate its capacity to finance, operate, and maintain the property. The application proposes to enter into a public-private partnership to redevelop the property. The Development Agreement defines the mutual obligations of the partnership in advance of the ground lease execution.

*Sample motion: Move to authorize the City Manager to execute a Development Agreement with SoBow Square, LLC regarding redevelopment of the McIntyre building in substantial conformance with the Agreement presented to the Council this evening.*

The application and Development Agreement are attached. Since Council last reviewed these documents, they have been amended as follows:

- Pursuant to input received from NPS staff, we have simplified the reasonable profit calculation; the proposed approach is based upon a HSPP application that received a favorable recommendation from NPS; it sets an annual operating profit cap at 21% and returns all excess profit to the City. This revision appears on page 9 of Appendix E: Financial Plan of the application.
- The GSA informed the City that the Social Security Administration (SSA) will be leaving the McIntyre on a different timeframe than the other remaining tenants, now slated to be October/November of 2020. The Development Agreement contemplates project delays due to the GSA and the parties have discussed this issue – for this reason, Council’s motion is phrased to allow the Manager to finalize the Agreement in substantial conformance with the attached.

Both David Eaton and John Sokul will be available Monday evening to answer any Councilor questions.

August 12, 2019

City Council Meeting

AGENDA ITEM:

XI. City Council Members

B. McIntyre Subcommittee

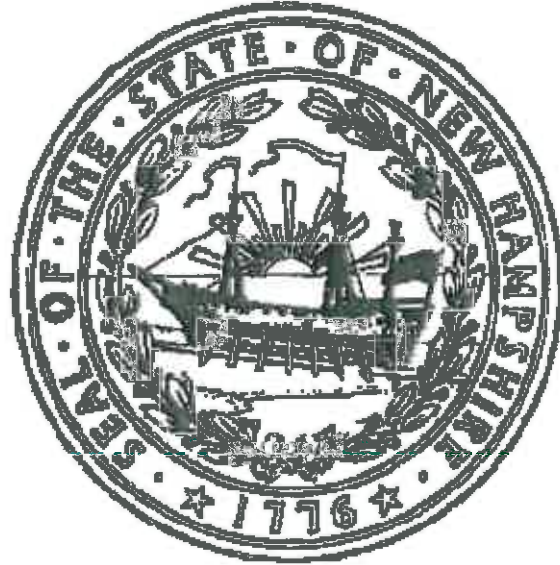
Councilor Roberts, Councilor Dwyer and Council Perkins

**PLEASE CLICK LINK BELOW FOR HSPP APPLICATION DOCUMENT:**

<http://files.cityofportsmouth.com/agendas/2019/citycouncil/081219hsppapplication.pdf>



# STATE OF NEW HAMPSHIRE



## DEPARTMENT OF JUSTICE

**Gordon McDonald  
Attorney General**

### **Subgrant Application**

**Part 1  
Received/Submitted in June per  
instructions from grant manager**



## **APPLICATION CHECKLIST**

Please be sure that the following sections are completed and returned with your grant application. Please include a completed copy of this checklist in your application.

### **Documents/Attachments due with the application:**

- Cover Page**
- Application Abstract & Narrative**
- Budget Itemization**
- Budget Narrative**
- Audit Report with Management letter (Electronic copy or web link)**
  - Check if a paper copy is being mailed separately. (Electronic copy not available.)**
  - Check if Organization does not have an Audit.**
- Agency Board of Directors & IRS 990 Tax Form (If Applicable)**
- Program Income Collection and Reporting Plan (If Applicable)**
- Effective Practice Form (If Applicable)**
- DUNS Number And SAM Registration Completed**
- Application Checklist**



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

**MISSION STATEMENT**

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

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



Program Title: NH ICAC Task Force – FORENSIC SHIELD

Grant Starting Date: July 1, 2019

Ending Date: June 30, 2021

Program Implementation Date: July 1, 2019

DUNS #: 073976706

Federal Funds Requested \$ 500,000 (250,000FY20, 250,000FY21) SAM Expiration: 09/17/19

Agency Name: City of Portsmouth Police Department

**Chief Elected Official/Head of Agency\***

Name: Robert Merner

Title: Chief of Police

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

Telephone: 603-610-7457

Fax: 603-433-8809

E-mail: rmerner@cityofportsmouth.com

**Project Director**

Name: John W. Peracchi

Title: Detective Sergeant-ICAC  
Commander

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

Telephone: 603-610-7432

Fax: 603-427-1574

E-mail: jperacchi@cityofportsmouth.com

**Financial Officer**

Name: Karen A. Senecal

Title: Administrative Manager

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

Telephone: 603-610-7416

Fax: 603-427-1510

E-mail: senecalk@cityofportsmouth.com

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

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

Grantee Name: Portsmouth Police Department

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

Grantee Point of Contact

Detective Sergeant John W. Peracchi  
NH ICAC Task Force Commander  
(603) 610-7432  
jperacchi@cityofportsmouth.com

Project Name: NH ICAC Task Force PROJECT FORENSIC SHIELD

Project Justification: Purpose of Project:

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

Project Description:

Monies awarded will provide programmatic assistance to law enforcement affiliates across the state who designate their personnel in these efforts.

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

It is also important to provide a community education component and relay the importance of public diligence as a crime prevention tool. Curriculum materials will be distributed through community outreach programs, live presentations, or through learning institutions. By educating community members, we anticipate lower victimization rates while increasing the number of bona fide police reports. Ultimately, educating the public allows the police to respond faster and with greater effectiveness to these crimes.

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

Amount Requested: \$ 500,000  
(\$ 250,000 FY20/250,000 FY21)





## **Project Narrative:**

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

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

Cellular technology offers a cheap, if not free, way for children to socialize with their peers. The adoption of text messaging by teenagers is simply extraordinary. Text messaging has actually surpassed verbal communication as the primary way of interacting in areas throughout the country. According to an April 9, 2015 report from the Pew Research Center, 92% of teens go online daily. Another study published the Pew Research Center on May 31, 2018 revealed that "95% of teens have access to a smart phone and 45 % say they are online almost constantly." Teenagers and adolescents interact with strangers in social networking sites such as Omegle.com, MeetMe and Tumblr. These interactions have resulted in the potential exploitation of naive children. We are seeing a similar trend in the online gaming community. Interactive video games are now the norm. This means that once the game is integrated with an internet connection, the player can play with (or against) other live players around the world and while doing so, can communicate directly with his or her peers.

That's not to say that computer technology hasn't had a positive impact on young people.



Communication has never been so accessible and inexpensive. Kids can now socialize with their friends anywhere without restriction. Snapchat and Instagram have now become the most popular and frequently used social media platforms among teens; half of teens use Instagram, and nearly as many use Snapchat.<sup>1</sup>

Unfortunately, as the country embraced computer technology, simultaneously, a more nefarious group has also migrated to the Internet. Criminals hoping to exploit children immediately recognized the unprecedented and virtually unrestricted access they would now have to children, many of whom are naive to the dangers of online communications. This conclusion is supported by numerous studies. An in-depth study by the Pew Research Center reports: “One-third of teens are considering meeting face-to-face with a stranger they met online with 14% of those confirming that they have already had such an encounter.” In addition, 45% of those polled have been solicited for personal information by a stranger. More alarming, is the fact that only 18% of youth said they disclosed these encounters with their parents or guardians. Research published on June 12, 2017 by the Journal of Adolescent Health, shows that one in five youth between the ages of nine and seventeen will view unwanted sexual material online. Additionally, the majority of teens have also experienced some form of cyberbullying online. According to a survey published by the Pew Research Center on September 27, 2018, “6 out of 10 teens have been bullied or harassed online and at the same time, teens mostly think teachers, social media companies and politicians are failing at addressing this issue.” To reduce the online exploitation of children, ICAC Task Force members must be conversant with the latest advances in technology. This is far from an easy assignment, because when new technology emerges, so does the complexity and volume of these cases.

Meeting these challenges starts with training, education, and logistical support. Digital evidence cannot be processed by just anyone. The skill-set of forensic examiners represents the



highest level of expertise in the law enforcement arena. The current economic climate has not helped to meet these tasks. Local, county, and state law enforcement agencies continue to see their budgets cut.

Combined with all this, despite continued task force growth, the alarming fact remains: the online exploitation of children is not subsiding. Hence, the NH-Department of Justice Grant is essential for NH ICAC Task Force to protect children. The NH ICAC Task Force is proud to assert it was one of the First Tier ICAC task forces established under the 1998 Department of Justice Grant. Since then, the NH ICAC Task Force continued to build its capacity in order to improve its ability to arrest criminals that exploit our youth. We propose to continue achieving this goal by using ICAC “Forensic Shield” grant funds for: Training, improvements to our lab located in Manchester, continue to support workstations and satellite laboratories throughout the state, case investigations, victim identification, case referrals, information sharing, and community outreach programs.

**Project/Program Description Design and Implementation:**

This project will run for a period of 24 months. The project shall begin July 01, 2019 and end on June 30, 2021.

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

As the grantee, the Portsmouth Police Department will have the responsibility for overall project oversight, fiscal management, quality control, and supervision of affiliate agencies. The Portsmouth Police Department will implement and oversee investigations, community outreach and training related to this project. The Portsmouth Police Department will work with the established network of task force affiliate agencies within New Hampshire, (currently at 100). These agencies



offer technical resources, criminal investigators and forensic examiners for investigating technology-facilitated crimes against and exploitation of children.

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

**FY20/FY21 NH ICAC: Forensic Shield Grant  
New Hampshire Department of Justice**

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

**Sustainability and Evaluation Plan:**

*Sustainability*

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



the federal funding allocated for these investigations.

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

#### *Evaluation Plan*

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

#### **Program Management/ Administrative Capabilities:**

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



number of affiliate agencies from Maine and Vermont.

Past employees of the Portsmouth Police Department continue to be highly active with the current ICAC mission. For example, former Portsmouth Police Chief Bradley J. Russ, is the Program Director for the National Criminal Justice Training Center of Fox Valley College. The accomplishments of these individuals and the current staff at the Portsmouth Police Department ensure that the NH ICAC Task Force is one of the most progressive in the nation. This also demonstrates an effective management strategy which spans more than nineteen years. All evidence points to the Portsmouth Police Department as having the required capabilities and competencies to carry out this project.

Detective Sergeant John W. Peracchi currently acts as the Commander of the NH ICAC Task Force and has served in that capacity since 2018. He has 22 years of law enforcement experience. He has received advanced training in the management and supervision of the ICAC Task Force.

The task force *lead* agencies affiliated with the task force are Concord, Nashua, Manchester, Hinsdale, Derry, Strafford County Sheriff's, Cheshire County Sheriff's, Grafton County Sheriff's, the NH State Police and Portsmouth. Investigators from these agencies provide assistance on a collateral duty basis at their agency. These investigators have various skills sets that contribute to the overall mission of the task force. In addition, there are many other agency affiliates with the task force whose investigators provide assistance on an as needed basis. The overall total of agencies who have signed agreements with the NH ICAC Task Force is 100.

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

**NEW HAMPSHIRE DEPARTMENT OF JUSTICE  
BUDGET DETAIL WORKSHEET**

Project start - 07/01/2019 Project end - 06/30/2021

<b>A</b>	<b>Personnel /Salaries</b>	\$290,314
<b>B</b>	<b>Personnel / Fringe Benefits</b>	\$140,416
<b>C</b>	<b>Travel</b>	\$0
<b>D</b>	<b>Equipment</b>	\$0
<b>E</b>	<b>Supplies</b>	\$0
<b>F</b>	<b>Construction</b>	\$0
<b>G</b>	<b>Consultants &amp; Contracts</b>	\$39,071
<b>H</b>	<b>Other</b>	\$30,190
<b>I</b>	<b>Indirect Costs</b>	\$0
	<b>TOTAL</b>	<b>\$500,000</b>

<b>A) PERSONNEL SALARIES</b>	<b>Projected</b>	<b>Projected</b>			
<b>Regular Salaries</b>	<b>7/1/19 - 6/30/20</b>	<b>7/1/20 - 6/30/21</b>	<b>24-mo Salar</b>		
	12mo. Costs	12mo. Costs			
<b>Deputy Lt. Todd Faulkner(Cheshire County Sheriff's)</b>			<b>Multiplier</b>		
	\$57,616	\$60,497	<b>0.70</b>	=	\$82,600
			<b>Multiplier</b>		
<b>Deputy Steve Bourque (Strafford County Sheriff's)</b>					
Up to <u>32</u> hrs/wk (HOURLY)	\$46,026	\$46,947	<b>1</b>	=	\$92,973
<b>Deputy Matt Flemming (Hillsborough County Sheriff's)</b>					
Up to <u>26</u> hrs/wk (HOURLY)	\$25,688	\$26,202	<b>1</b>	=	\$51,890
<b>Trooper Kelly Wardner (NH State Police)</b>					
Up to <u>16</u> hrs/wk (HOURLY)	\$31,075	\$31,697	<b>1</b>	=	\$62,772

**Total 12-Month Salary** \$290,314

<b>B) PERSONNEL FRINGE BENEFITS</b>	<b>7/1/19 - 6/30/20</b>	<b>7/1/20 - 6/30/21</b>		<b>24-mo Benef</b>
<b>Regular Benefits</b>	12 mo. Costs	12mo. Costs	<b>%</b>	
<b>Deputy Lt. Todd Faulkner(Cheshire County Sheriff's)</b>			<b>Multiplier</b>	
Incentive Stipend	\$6,906	\$7,044	<b>0.7</b>	\$9,726
Retirement	\$18,343	\$19,877	<b>0.7</b>	\$26,718
Medicare	\$936	\$979	<b>0.7</b>	\$1,333
Health	\$25,805	\$26,321	<b>0.7</b>	\$36,449
Dental	\$361	\$368	<b>0.7</b>	\$495

Life	\$6	\$6	0.7	\$8
STD	\$285	\$285	0.7	\$398
W/C	\$1,429	\$1,429	0.7	\$2,000
Unemployment	\$44	\$44	0.7	\$62
	<u>\$54,114</u>	<u>\$56,353</u>	0.7	= <u>\$77,326</u>

<b>Deputy Steve Bourque (Strafford County Sheriff's)</b>			Multiplier	
Retirement	\$13,085	\$13,816	1	\$26,902
Medicare	\$667	\$681	1	\$1,348
	<u>\$13,753</u>	<u>\$14,497.16</u>		= <u>\$28,250</u>

<b>Deputy Matt Flemming (Hillsborough County Sheriff's)</b>			Multiplier	
Retirement	\$7,303	\$7,711	1	\$15,014
Medicare	\$372	\$380	1	\$752
	<u>\$7,676</u>	<u>\$8,091.10</u>		= <u>\$15,767</u>

<b>Trooper Kelly Wardner (NH State Police)</b>			Multiplier	
Retirement	\$8,835	\$9,328	1	\$18,163
Medicare	\$451	\$460	1	\$911
	<u>\$9,285</u>	<u>\$9,787.94</u>		= <u>\$19,074</u>

**Total 12-month Benefits** \$140,410

**C) TRAVEL**

<u>Purpose</u>	<u>Location</u>	<u>Item</u>	<u>Calculation</u>	<u>Cost</u>
	TBD	Lodging	(0 x 0 x 0nights x 0)	\$0
		Airfare	(0 x 0 x 0)	\$0
		Meals	(0 x 0 x 0 x 0)	\$0
<u>Meetings</u>	TBD	Lodging	(\$0 x 0 x 0 x 0)	\$0
		Airfare	(\$0 x 0)	\$0
		Meals	(\$0 x 0 x 0 x 0)	\$0
			(0x0)	\$0

**Total Travel** \$0

**D) EQUIPMENT**

NONE	N/A	\$0
		\$0

**Total Equipment**

**E) SUPPLIES**

NONE

**Total Supplies**



**F) CONSTRUCTION**

NONE

N/A

\$0  
Total Construction

\$0

**G) CONSULTANTS & CONTRACTS**

Agency		2% Cola		FY20	FY21	Extension
		7/1/19 - 6/30/20	7/1/20 - 6/30/21			
		12mo. Costs	12mo. Costs			
		OT Rate	OT Rate	# Hours	# Hours	
Nashua	Det. Caleb Gilbert	\$58	\$59	20	20	2,346
Concord	Det Michael Cassidy	\$55	\$56	20	20	2,207
Manchester	Det Lou Krowczyk	\$59	\$60	20	20	2,365
Exeter	Det. Evan Nadeau	\$40	\$41	20	20	1,626
Derry	Det. Scott Tomkins	\$54	\$55	20	20	2,173
Londonderry	Det Michael Tufo	\$56	\$57	20	20	2,257
Berlin	Det. Sgt. Wade Goulet	\$43	\$44	20	20	1,729
Gilford	Ofc. Christopher Jacques	\$49	\$50	20	20	1,997
Dover	Det. Adam Gaudreault	\$47	\$48	20	20	1,897
Lebanon	Sgt. Richard Norris	\$59	\$60	20	20	2,387
Conway	Sgt. Ryan Wallace	\$52	\$53	20	20	2,107
Grafton	Lt. Frederic James III	\$46	\$47	20	20	1,867
County Sheriff's						24,937
						Medicare (1.45%) 36
						Retirement (28.43%) 7,087
						7,457

Total **\$32,387**

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

\* As apprvd by NH ICAC Cmdr

\$51	\$52	50	50	5,157
				\$5,157
				Medicare (1.45%) 74
				Retirement (28.43%) 1,467
				\$1,541

Total **\$6,698**

Total Consultants & Contracts **\$39,085**

**I) OTHER**

Cellbrite Training  
Computer Imagining

(3x 3000 x 2yr)	\$18,000
(4 x 3048)	\$12,192
	\$0
	\$0
	\$0

Total Other **\$30,192**

**J) INDIRECT COSTS**

NONE

N/A

\$0  
Total Indirect Costs



## New Hampshire Department of Justice

---

### BUDGET NARRATIVE:

#### **Personnel (Salaries and Fringe Benefits):**

Cheshire County Sheriff's Department Deputy Todd Faulker, Strafford County Sheriff's, Department Deputy Steve Bourque, Hillsborough County Sheriff's Department Deputy Matthew Fleming and NH State Police Trooper First Class Kelly Wardner have all received extensive training in computer forensics and investigatory training for the ICAC Taskforce. Deputy Faulker will provide 100% of his duty time towards ICAC investigations, with some costs covered by Strafford County. Deputy Bourque will provide up to 32 hours, Deputy Fleming up to 26 hours and Trooper First Class Wardner will provide up to 16 hours per week. All will be conducting ICAC forensic examinations, investigations, and assisting local federal law enforcement bureaus on a case-by-case basis. As such, this project will provide for reimbursement of these activities.

#### **Definitions:**

**Personnel/Salary:** The collective bargaining agreements at the Cheshire County Sheriff's, Strafford County Sheriffs, Hillsborough County Sheriffs, and NH State Police dictate the salary and benefits of each investigator. As a result, the salary figures included in the grant for the second year are projected based on an average 2% COLA increase effective 7/1/20.

#### **Fringe:**

**Incentive Stipend:** for Deputy Lt. Faulkner is equivalent to a "Special Detail" stipend for this specific detective assignment.



Health: Employer portion of health insurance premiums for Faulkner are established by the Cheshire County Sheriff's vendor.

Dental: Employer portion of dental insurance premiums for Faulkner are established by the Cheshire County Sheriff's vendor.

Retirement and Medicare: In the state of NH, all public employees are required to participate in the New Hampshire Retirement System (NHRS). The rate for FY20 & 21 (city's fiscal year) will be 28.43%.

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

Life: Employer portion of life insurance premiums for Deputy Lt. Faulkner are established by the Cheshire County Sheriff's vendor.

STD: Employer portion of Short Term Disability insurance premiums for Deputy Lt. Faulkner are established by the Cheshire County Sheriff's vendor.

W/C: Employer portion of Workers Compensation insurance premiums for Deputy Lt. Faulkner are established by the Cheshire County Sheriff's vendor.

Unemployment: Employer portion of Unemployment insurance premiums for Deputy Lt. Faulkner are established by the Cheshire County Sheriff's vendor.

**Travel:**

No travel costs are included in this proposal.

**Equipment:**

No equipment costs are included in this proposal.

**Supplies:**

No supply costs are included in this proposal.

**Construction:**

No construction costs are included in this proposal.



### **Consultants and Contracts:**

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

The calculation for per hour cost in this section is based on the employee's overtime rate (provided by the agency for rates effective on 7/1/19 and projected 7/1/20), plus Medicare (1.45%) and the New Hampshire Retirement System mandated employer contribution rate of 28.43% (detailed above under the Fringe section). Agencies listed in this section submit signed payroll records that include a date/per hour breakdown of costs attributable to approved grant related activities for reimbursement.

### **Other:**

These costs represent affiliate staff training for Cellbrite and computer imaging.

### **Indirect Costs:**

No indirect costs are included in this proposal.

### **Summary:**

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



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

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

Name of Individual submitting application: *Geoff M. Morrison*  
(see attached email)

Date submitted: 6/19/18

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

## Karen Senecal

---

**From:** Robert Merner  
**Sent:** Monday, June 17, 2019 1:01 PM  
**To:** Karen Senecal  
**Subject:** Re: ICAC - Forensic Shield (State Program)

Karen  
I approve.  
RM

Sent from my iPhone

On Jun 17, 2019, at 12:18 PM, Karen Senecal <[senecalk@cityofportsmouth.com](mailto:senecalk@cityofportsmouth.com)> wrote:

Good Morning Chief,

I have attached the ICAC Forensic Shield subgrant application.

This is for the \$500,000 funding (\$250K/each per FY20 and FY21).

Please review and respond to this email that you approve the application.

Thank you!  
Karen

Karen F. Senecal  
Administrative Manager  
Portsmouth Police Department  
5 Jenkins Avenue  
Portsmouth, NH 05301

Direct Dial: 603-610-7416  
Cell: 207-522-6551  
Fax: 603-427-1510

---

The City of Portsmouth, Police Department and its employees and directors do not discriminate on the basis of race, ethnicity, gender, religion, national origin, or ancestry. Any person who believes they have been discriminated against on the basis of race, ethnicity, gender, religion, national origin, or ancestry should contact the City of Portsmouth, Police Department, 5 Jenkins Avenue, Portsmouth, NH 05301, or call 603-610-7416. The City of Portsmouth, Police Department is an equal opportunity employer. The City of Portsmouth, Police Department is an equal opportunity employer. The City of Portsmouth, Police Department is an equal opportunity employer.

<ICAC Forensic Shield App FY20-FY21.pdf>

The City of Portsmouth, Police Department and its employees and directors do not discriminate on the basis of race, ethnicity, gender, religion, national origin, or ancestry. Any person who believes they have been discriminated against on the basis of race, ethnicity, gender, religion, national origin, or ancestry should contact the City of Portsmouth, Police Department, 5 Jenkins Avenue, Portsmouth, NH 05301, or call 603-610-7416. The City of Portsmouth, Police Department is an equal opportunity employer. The City of Portsmouth, Police Department is an equal opportunity employer. The City of Portsmouth, Police Department is an equal opportunity employer.

☒ New Hampshire Performance Measures

Monthly Measures			January 2017	January 2018	Change	% Change	
			December 2017	December 2018			
Documented Complaints	Traveler	Proactive	18	8	-10.00	-55.6%	
		Reactive	4	3	-1.00	-25.0%	
	Enticement	Proactive	14	5	-9.00	-64.3%	
		Reactive	17	28	11.00	64.7%	
	Obscenity Directed to Minors	Proactive	8	8	0.00	0.0%	
		Reactive	31	38	7.00	22.6%	
	Child Prostitution	Proactive	0	0	0.00	0%	
		Reactive	1	1	0.00	0.0%	
	Child Pornography	Manufacture	Proactive	6	7	1.00	16.7%
			Reactive	19	38	19.00	100.0%
		Distribution	Proactive	16	34	18.00	112.5%
			Reactive	30	52	22.00	73.3%
		Possession	Proactive	18	25	7.00	38.9%
			Reactive	55	94	39.00	70.9%
Case Information	# of Investigations		181	233	52.00	28.7%	
	Arrests		27	22	-5.00	-18.5%	
	Cybertips Received		690	516	-174.00	-25.2%	
	Case Dispositions	Unfounded	11	17	6.00	54.5%	
		Suspended	13	15	2.00	15.4%	
		Plea	12	5	-7.00	-58.3%	
		Trial	2	4	2.00	100.0%	
	Case Referrals	Federal	8	6	-2.00	-25.0%	
		State	8	21	13.00	162.5%	
		Local	14	15	1.00	7.1%	
	Submitted for Federal Prosecution		6	5	-1.00	-16.7%	
Accepted for Federal Prosecution		5	2	-3.00	-60.0%		

Monthly Measures			January 2017	January 2018	Change	% Change
			December 2017	December 2018		
		CVIP Submissions (Cases)	8	12	4.00	50.0%
		Affiliated Agencies Added	0	0	0.00	0%
	Child Victims Identified	Historical CVIP	0	0	0.00	0%
		Historical Cases	0	0	0.00	0%
		Child Victims Identified with Images	3	20	17.00	566.7%
		Child Victims Identified without images	1	1	0.00	0.0%
Court Actions	Subpoenas or Court Orders	Federal	72	72	0.00	0.0%
		State/Local	29	67	38.00	131.0%
	Search Warrants	Federal	2	8	6.00	300.0%
		State/Local	93	139	46.00	49.5%
Technical Assists	Technical Support		503	519	16.00	3.2%
	Forensic Exams	Number of Hard Drives	134	351	217.00	161.9%
		Number of Cell Phones	476	547	71.00	14.9%
		Number of CDs/DVDs	63	211	148.00	234.9%
		Number of Other (Thumb drives, SD cards)	143	203	60.00	42.0%
		Number of Gigabytes Examined	121424.8	207727.253	86302.45	71.1%
	Previews	Number of Items Previewed	275	215	-60.00	-21.8%
Training	Training Sessions Provided		4	17	13.00	325.0%
	Law Enforcement Trained		70	285	215.00	307.1%
	Prosecutors Trained		1	13	12.00	1200.0%
	Other Professions Trained		2	40	38.00	1900.0%
	# Sent to ICAC T&TA Training		38	22	-16.00	-42.1%
	# Sent to Other Training		16	26	10.00	62.5%
Community Outreach	Presentations		53	81	28.00	52.8%
	Number of Attendees (Presentations)		1421	4230	2809.00	197.7%



Monthly Measures	January 2017	January 2018	Change	% Change
	December 2017	December 2018		
Public Events	1	5	4.00	400.0%
Number of Attendees (Public Events)	15	140	125.00	833.3%
Public Awareness	3	14	11.00	366.7%

# ICAC Forensic Shield

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Portsmouth Police Department		1.4. Subrecipient Address 3 Junkins Avenue, Portsmouth, NH 03801	
1.5 Subrecipient Phone # 603-610-7457	1.6. Account Number 2601-073-500580	1.7. Completion Date 06/30/2021	1.8. Grant Limitation \$ 500,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number 603-271-1234	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1 Robert M. Merner, Chief of Police	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i> John P. Bohenko, City Manager	
1.13. Acknowledgment: State of New Hampshire, County of _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor	
1.16. Approval by Attorney General (Form, Substance and Execution). By: _____ Assistant Attorney General, On: _____			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

**Part 2**  
Public meeting requirement  
for acceptance pending approval/funding  
at State level

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

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

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

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

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

17. **INSURANCE AND BOND.**

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

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

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

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

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

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

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

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

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**EXHIBIT A**

-SCOPE OF SERVICES-

1. City of Portsmouth Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services rendered in relation to internet crimes against children in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's agreement.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-8090 or Thomas.Kaempfer@doj.nh.gov.

**EXHIBIT B**

**-SCHEDULE/TERMS OF PAYMENT-**

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

3a. The Subrecipient shall be awarded an amount not to exceed \$500,000 of the total Grant Limitation from 07/01/19 through 06/30/2021, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

**EXHIBIT C**

**-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms and conditions outlined in Appendix 1 which is subject to annual review.

Subrecipient Initials \_\_\_\_\_

Date \_\_\_\_\_



## Appendix 1

### Introduction

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

### Application and Budget

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

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

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

### Awards

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

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





**Payments**

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

**Performance Measurements**

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

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



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

In addition to the above mentioned quarterly statistics, ICAC will submit one yearly narrative report, due on or before June 30<sup>th</sup> of each year beginning June 30, 2019. The report will highlight the efficacy of the ICAC program and is intended for public release.

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

**Allowable Costs**

Reimbursable costs under this grant include:

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

**Unallowable Costs**

Funds awarded to the ICAC may only be used to expand or enhance funds already budgeted to or by the agency. The supplanting of locally budgeted and approved funds for routine law enforcement duties is prohibited. Other items that are generally considered unallowable, and will not be reimbursed, include but are not limited to:



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

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

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

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

#### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Robert M. Merner, Chief of Police

Name and Title of Head of Agency

Signature

Date

Portsmouth Police Dept, 3 Jenkins Ave, Portsmouth, NH 03801

Name and Address of Agency


## **DONATION TO BE ACCEPTED:**

- ii.) A donation in the amount of \$1,000 from Police Chaplain Jeff Pelkey. Chaplain Pelkey ran the food concessions for the recent PD1 Police K-9 Regional Trials held in Portsmouth. He has donated the cost of supplies and products as well as all of the money raised from the concessions to the Portsmouth Police K-9 Program. (Anticipated Action: A motion will be made to accept the donation of \$1,000 and forward to the City Council for their action.)**



**CITY OF PORTSMOUTH  
PORTSMOUTH, NH 03801**

**Office of the City Manager**

**Date:** August 8, 2019  
**To:** Honorable Mayor Jack Blalock and City Council Members  
**From:** John P. Bohenko, City Manager   
**Re:** City Manager's Comments on August 12, 2019 City Council Agenda

---

***Non-Public Session:***

6:15 p.m. An Anticipated Non-Public Session Re: Portsmouth Police Patrolman's Union, Portsmouth Police Civilian Employees Association, Portsmouth Police Ranking Officers Association Collective Bargaining Agreements and Police Chief Salary Adjustment in Accordance with RSA 91-A:3, II (a)

---

***Presentation:***

1. **Presentation by Charlie McIntyre, Executive Director, New Hampshire Lottery.** On Monday evening, Charlie McIntyre, Executive Director of the New Hampshire Lottery, will be in attendance to discuss KENO and sports betting (see attached letters and statute).

***Public Hearings & Votes on Ordinances and/or Resolutions:***

1. **Public Hearing and Second Reading of Ordinance Amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours sub-section A – Raynes Avenue: entire street, both sides and Vaughan Street: entire street, both sides.** The Parking and Traffic Safety Committee voted to erect parking meters with a three (3) hour limit on Raynes Avenue and Vaughan Street at their June 6, 2019 meeting. On July 15, 2019 the City Council passed first reading of the attached amendment to Chapter 7, Article III, Section 7.328, sub-section A which permits erection of parking meters with three (3) hour limits on Raynes

Avenue and Vaughan Street. After the public hearing the Council may consider the following proposed motion:

*I recommend the City Council move to pass second reading and schedule third and final reading at the September 3, 2019 City Council meeting, as recommended by the Parking and Traffic Safety Committee.*

2. **First Reading of Ordinance Amending Chapter 3, Article IX – Distribution of Single-Use Disposables.** In accordance with the Council vote to hold a first reading on Councilor Denton’s ordinance on Single-Use Disposables, [attached is the ordinance](#) submitted by Councilor Denton, which has been re-numbered to fit the City’s ordinance book.

*If the City Council chooses, move to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting.*

3. **First Reading of Ordinance Amending Chapter 7, Article III, Section 7.326 – Limited Parking – Fifteen Minutes – by deletion of Maplewood Avenue: easterly side, the first two spaces commencing 140 feet northerly from Vaughan Street.** At their June 6, 2019 meeting, the Parking and Traffic Safety Committee voted to recommend that the City Council vote to amend Chapter 7, Article III, Section 7.326 to remove the 15 minute parking time limit on the two parking spaces on Maplewood Avenue on the easterly side beginning 140 feet northerly from Vaughan Street.

*I recommend the City Council move to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting, as recommended by the Parking and Traffic Safety Committee.*

4. **First Reading of Ordinance Amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours Maplewood Avenue: both sides, between Raynes Avenue and Vaughan Street.** At their June 6, 2019 meeting, the Parking and Traffic Safety Committee voted to recommend that the City Council adopt an ordinance to create a three (3) hour parking limit on both sides of Maplewood Avenue between Raynes Avenue and Vaughan Street. Currently there are two fifteen (15) minutes parking spaces on Maplewood Avenue on the easterly side beginning 140 feet northerly from Vaughan Street.

The Parking and Traffic Safety Committee voted to recommend the removal of the existing 15 minute time limit on these two parking spaces in order to create the three (3) hour parking limit along Maplewood Avenue.

[The attached amendment](#) to Chapter 7, Article III, Section 7.328 reflects the vote of the Committee to recommend the creation of a three (3) hour parking limit on Maplewood Avenue and the erection of parking meters between Raynes Avenue and Vaughan Street.

*I recommend the City Council move to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting, as recommended by the Parking and Traffic Safety Committee.*

5. **Third and Final Reading Re: Proposed Parking & Traffic Omnibus Ordinance Recommended by the Parking and Traffic Safety Committee.** Attached is the amended annual omnibus set of ordinances recommended by the Parking and Traffic Safety Committee to be presented to the City Council for third and final reading on August 12, 2019. At first reading, the omnibus included a provision that would have prohibited parking on both sides of the entire length of Hill Street between Bridge Street and Autumn Street pursuant to Chapter 7, Article III, Section 7.330. On July 15<sup>th</sup>, the City Council voted to pass second reading and amended the omnibus ordinance to permit, rather than prohibit, parking on Hill Street. This amendment has the effect of allowing parking on both sides of Hill Street between Bridge Street and Autumn Street and is reflected in the attached amended annual omnibus set of ordinances and accompanying maps.

*I recommend the City Council move to pass third and final reading of the annual omnibus set of ordinances as recommended by the Parking and Traffic Safety Committee, as amended.*

### ***Approval of Grants and Donations:***

1. **Acceptance of Donation to the Coalition Fund.** The City of Portsmouth has received the following donation to the Coalition Fund, which will be utilized to continue to monitor the education funding formula and any changes to the statewide property tax:

➤ Town of Carroll                      \$2,000.00

*I would recommend the City Council move to approve and accept the donation, as listed, to be placed in the Coalition Fund.*

2. **Acceptance of Grant and Donation Portsmouth Police Department.** Attached are grant and donation documents from the Office of the Chief of Police regarding the July 23, 2019 Police Commission meeting; the Board of Police Commissioners approved and accepted the following grant and donation:

- i.) ICAC Forensic Shield Grant Agreement (Internet Crimes Against Children) - There is a public announcement requirement in this grant application for acceptance by the governing body pending approval/ funding at the State level. Portsmouth remains the headquarters for New Hampshire's ICAC Task Force.

The Police Commission passed a motion to accept this grant application pending approval/ funding at the State level as per the state's requirement for this grant and forward to the City Council for their action.

- ii.) A donation in the amount of \$1,000 from Police Chaplain Jeff Pelkey. Chaplain Pelkey ran the food concessions for the recent PD1 Police K-9 Regional Trials held in Portsmouth. He donated the cost of supplies and products as well as all of the money raised from the concessions to the Portsmouth Police K-9 Program. The

Police Commission passed a motion to accept this donation of \$1,000 and forward to the City Council for their action.

The Office of the Police Chief submits the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval.

*I recommend the City Council move to accept and approve the grant and donation to the Portsmouth Police Department, as presented.*

### ***Consent Agenda:***

1. **Request for License to Install Projecting Signs.** Attached are two requests for projecting sign licenses (see attached memorandums from Planning Director Juliet Walker):
  - Mark McNabb, owner of Martingale, LLC, Martingale Wharf Restaurant for property located at 99 Bow Street
  - Ken & Lauren Wolf, owner of Portsmouth Soap Company for property located at 175 Market Street.

*I recommend the City Council move to approve the aforementioned Projecting Sign Licenses as recommended by the Planning Director and, further, authorize the City Manager to execute the License Agreements for these requests.*

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

1. **Request for Approval of Agreement between the Portsmouth School Board and the Association of Portsmouth Teachers.** The Portsmouth School Board and The Association of Portsmouth Teachers have reached a three (3) year collective bargaining Agreement.

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

- A letter from Thomas Closson, City Negotiator outlining the material terms of the Association of Portsmouth Teachers.
- The Association of Portsmouth Teachers Contract showing the insertions and deletions to implement the Agreement if approved.
- Cost Analysis.

Also, this proposed Agreement is posted on the City's Website at:  
<http://files.cityofportsmouth.com/files/hr/Schoolteachers-tentative.pdf>

*I recommend the City Council move to accept the proposed Three (3) Year Agreement between the City of Portsmouth and the Association of Portsmouth Teachers from July 1, 2019 to expire on June 30, 2022.*

2. **Request for Approval of Agreement between the Portsmouth School Board and the Association of Portsmouth School Administrators.** The Portsmouth School Board and the Association of Portsmouth School Administrators have reached a three (3) year collective bargaining Agreement.

For your information and to facilitate discussion regarding this matter, [attached please find the following documents:](#)

- A letter from Thomas Closson, City Negotiator outlining the material terms of the Association of Portsmouth School Administrators.
- The Association of Portsmouth School Administrators Contract showing the insertions and deletions to implement the Agreement if approved.
- Cost Analysis.

Also, this proposed Agreement is posted on the City's Website at:

<http://files.cityofportsmouth.com/files/hr/SchoolAdministrators-tentative.pdf>

*I recommend the City Council move to accept the proposed Three (3) Year Agreement between the City of Portsmouth and the Association of Portsmouth School Administrators from July 1, 2019 to expire on June 30, 2022.*

3. **Request for Approval of Agreement between the City of Portsmouth and the Portsmouth Management Association.** The City has reached a three (3) year collective bargaining Agreement with the Professional Management Association (PMA) for a three (3) year Agreement from July 1, 2019 to expire on June 30, 2022.

For your information and to facilitate discussion regarding this matter, [attached please find the following documents:](#)

- A letter from Thomas Closson, City Negotiator outlining the material terms of Professional Management Association Agreement.
- The PMA Contract showing the insertions and deletions to implement the Agreement if approved.
- Cost Analysis.

This Agreement will also cover non-union employees, as well.

Also, this proposed Agreement is posted on the City's Website at:

<http://files.cityofportsmouth.com/files/hr/ProfessionalManagementAssociation-tentative.pdf>

*I would recommend the City Council move to accept the proposed contract with the Professional Management Association for a three (3) year Agreement from July 1, 2019 to expire on June 30, 2022.*

4. **Request to Waive Fees Re: Portsmouth Housing Authority Court Street Workforce Housing Project.** Attached is a letter from Craig Welch, Executive Director of the Portsmouth Housing Authority (PHA), requesting a waiver of permit fees for the Court Street Workforce Housing Project. As indicated in the attached letter the construction estimate for the project is \$11 million dollars. PHA expects the building permit fees to add between \$110,000 and \$120,000 in costs. In addition, there will be sub-contractor permits adding an additional \$30,000 to \$40,000 and sidewalk closure fees estimated an additional \$2,000 to \$3,000. The total estimated waiver of fees would be approximately \$140,000 to \$160,000. The City Council would have to vote to waive the fees under Section 109.7 of the Building Code in the City Ordinances. Craig Welch will be in attendance at Monday's City Council meeting to answer any questions the City Council may have.

*I recommend the City Council move to waive the fees under Section 109.7 of the Building Code in the City Ordinances, as requested by the Portsmouth Housing Authority.*

5. **Proposed Cate Street Land Swap and Cate Street Connector Road Development Agreement.** These two items – a request for a land swap involving City and privately-owned land and the approval of a development agreement between the City and a private developer -- relate to the future construction of what has been referenced as the “Cate Street Connector Road”. The connector road, as described in the City’s Capital Improvement Plan, would provide direct access between Bartlett Street to the Borthwick Avenue traffic signal on Route 1 Bypass. At the Bartlett Street end, the proposed road would follow the existing Cate Street right-of-way for approximately 250’ and then travel across what is currently private property to connect to the Bypass. The proposed land swap would convey to the City the portion of private property required to complete the new road in return for a portion of what is currently City land to be used by a private developer for the construction of the proposed West End Yards mixed-use development project. In addition, the proposed development agreement to be entered into between the City and the project developer outlines the specifics of the conveyance of land as well as the allocation of responsibility for construction and funding of the new public road. Please see attached documents.

***Proposed Land Swap***

On February 14, 2019, Attorney Bosen submitted a letter to the City Manager on behalf of his client, Cate Street Development LLC, requesting a land swap that would convey 136,919 square feet of private land to the City in exchange for 47,470 square feet of City land.

On February 19, 2019, the City Council voted to refer the request to the Planning Board for a recommendation. Per Chapter 11, Article VI of the City Ordinances any municipal actions relating to land acquisition or disposition shall be referred to the Planning Board for a recommendation. Approval of this land swap would provide the right-of-way for the creation of a new City road extending between Bartlett Street and US Route 1 Bypass to be built either now, or in the future. In addition, the developer would be conveyed a portion of the existing Cate Street right-of-way as well as an existing City-owned parcel that would be incorporated into a proposed mixed use development currently known as West End

Yards. At the March 21, 2019 Planning Board meeting, the Board voted to recommend approval of the land swap to the City Council.

As with any proposed disposition or acquisition of land by the City, City staff have also completed a review of public records and documentation to identify any applicable regulations as well as the location of easements, utilities, or other potential encumbrances on the land. Staff undertakes this review to determine if there are any issues or information that requires further research or clarification prior to final conveyance. As a result of this review, the City has contracted with Ransom Consulting to complete a Phase 1 Environmental Services Assessment of the property to be acquired by the City. The City has also contracted with outside legal counsel – the law firm of Bernstein Shur – to complete any legal due diligence related to the land swap. Costs for both of these services are being carried by the developer.

If the Council approves the land swap, actual design, construction, and acceptance of the road will still require final approval by the City Council and a recommendation from the Planning Board per Chapter 11, Article VI, of the City Ordinances. The Planning Board is currently reviewing roadway plans in conjunction with the site review and subdivision applications for the proposed mixed use project.

#### ***Development Agreement***

A development agreement is intended to be a contract between a local jurisdiction (the City) and a person or entity who owns or controls property within the jurisdiction, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property. In this case, the purpose of the proposed development agreement is to lay out the specific responsibilities of the City and the developer regarding the transfer of ownership of land as well as funding and construction for the new public road, off-site public infrastructure improvements, and additional on-site public improvements to benefit the public. A brief summary of the key provisions of the agreement is provided below:

A. Costs proposed to be the sole responsibility of the developer:

- Planning, design, permitting and construction documents prepared related to the public road prior to the approval of the development agreement are the sole responsibility of the developer.
  
- Relocation of public sewer and water lines currently located on private property with the exception of a portion of a public sewer line that currently extends from the Route 1 Bypass to the rear of the existing U-Haul property for which the City has no documented easement.
  
- Public realm improvements within land to be transferred to the City including a multi-use path, landscaping and amenities, and stormwater treatment along the northern side of the proposed road paralleling Hodgson Brook.

- Design, permitting, engineering, and construction of all utilities and upgrades required to service the new mixed used development.
  - City’s legal fees and costs associated with the land swap.
- B. Costs proposed to be shared equally by the City and the developer:
- Engineering, permitting, and construction of the proposed public road. Note that the public road includes only the roadway, street lighting, and the proposed sidewalk along the southern side.
  - Engineering, permitting, and construction of the improvements to the intersection with Route 1 Bypass.
- C. Transfer of land for new road:
- The transfer of land for the a public road shall be transferred to the City regardless of whether the City Council approves construction of the new road at this time. This will enable the City to move forward with construction of the road, at its sole cost, at a future date if desired.
  - If the Council does not approve funding for construction at this time, the Developer will have the right to construct (at their sole cost) a driveway across the City’s property for the purposes of accessing the new development.

*I recommend the City Council move the following motions:*

- 1) *Vote to approve the requested land swap, and,*
- 2) *Vote that the City Manager be authorized to negotiate and execute the development agreement as presented (see attached documents).*

6. **Easement Re: 46-64 Maplewood Avenue.** The property is located at 46-64 Maplewood Avenue within the North End Incentive Overlay District, which allows for a wide range of mixed uses; however, there are height restrictions. The proposed building in the North End may not exceed three stories or 45 feet. The HDC required, under the City’s former building height standards, a Conditional Use Permit to increase the height of the building. In exchange, the owner was required to provide publically accessible open space areas, such as wide pedestrian sidewalks. (See former Zoning Ordinance, Chapter 10, Article V, Section 10.535.12, Increased Building Height By Conditional Use Permit). Such areas were designated at the full discretion of the HDC, including deeded public access, under the former ordinance. These public access areas comprise 30% of the property area.

As part of the approval process, the owner is required to submit an Easement Deed to the City for these public access areas. Furthermore, the Planning Board required a license for permanent improvements in the City right of way to allow the installation of two drainage pipes to provide water for trees in the sidewalk and a cobblestone band at the entrance to the subsurface parking on Deer Street. Thus, the Legal Department requests authority for



the City Manager to accept the following Easement Deed and License in a form similar to those attached and as listed below:

***Easement from 30 Maplewood Avenue, LLC for property at 46-64 Maplewood Avenue:***

1. Easement Deed.

*Exhibit 1* – Easement Deed for public access easement for pedestrian use as described in the attached Plan. The easement area consists of 6,573 square feet (30.1% of the lot area) including a widened sidewalk and three easement areas that are covered by the second floor of the building as depicted on the attached Plan. The Easement Deed ensures permanent public access, use and enjoyment of these easement areas.

***License Agreement for 30 Maplewood Avenue, LLC for property at 46-64 Maplewood Avenue:***

2. License

*Exhibit 2*-The Planning Board required, as a stipulation of Site Plan Approval, that the City grant the owner a license to install two drain pipes beneath the City's sidewalk adjacent to the proposed building in order to provide water to trees located in the sidewalk. The Planning Board also stipulated that the City grant a license to the owner to install and maintain a cobblestone band in the City's right of way on Deer Street in front of the entrance to the underground parking level on the lot. Both license areas are depicted in the Plan attached to the Easement Deed.

The intent of the following motion is to provide the City Manager with broad authority to negotiate and execute any easements and licenses in a form similar to that outlined in attachments 1 and 2 that might be necessary to allow 46-64 Maplewood Avenue development. The attached were drafted by 30 Maplewood LLC and revised by the Legal Department. No other approval by the Planning Board is required when site plan approval has been granted.

For these reasons, the following is a suggested motion concerning the Easement Deed and License described above:

*I recommend the City Council move that the City Manager be authorized to negotiate, execute, accept and record any necessary documents similar to the attached that are required to complete the development at 46-64 Maplewood Avenue in accordance with the HDC's Conditional Use Permit and the Site Plan Approved by the Planning Board or as amended and approved administratively by the Planning Director.*

***Informational Items:***

1. **Presentation – Update on Revaluation.** City Assessor Rosann Lentz will give an update to the City Council regarding the revaluation. Michael Tarello and Steve Whalen from Vision Government Solutions will be present, as well.

2. **Memorandum Re: Sewer Connections.** For your information, [attached is a memorandum](#) from Deputy City Attorney Suzanne Woodland and City Engineer Terry Desmarais, regarding sewer connections.
3. **Memorandum Re: Coakley Landfill Group / New PFAS Standards.** [Attached is a memorandum](#) from Eric Spear, Coakley Executive Committee Chair, regarding the Coakley Landfill Group and new PFAS Standards.




Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis P.C.  
 100 International Drive  
 Suite 363  
 Portsmouth, NH 03801  
 Tel 603 559-2700  
 Fax 603 559-2701  
[www.jacksonlewis.com](http://www.jacksonlewis.com)

- ALBANY, NY
- ALBUQUERQUE, NM
- ATLANTA, GA
- AUSTIN, TX
- BALTIMORE, MD
- BIRMINGHAM, AL
- BOSTON, MA
- CHICAGO, IL
- CINCINNATI, OH
- CLEVELAND, OH
- DALLAS, TX
- DAYTON, OH
- DENVER, CO
- DETROIT, MI
- GRAND RAPIDS, MI
- GREENVILLE, SC
- HARTFORD, CT
- HONOLULU, HI
- HOUSTON, TX
- INDIANAPOLIS, IN
- JACKSONVILLE, FL
- LAS VEGAS, NV
- LONG ISLAND, NY
- LOS ANGELES, CA
- MEMPHIS, TN
- MIAMI, FL
- MILWAUKEE, WI
- MINNEAPOLIS, MN
- MORRISTOWN, NJ
- NEW ORLEANS, LA
- NEW YORK, NY
- NORFOLK, VA
- OMAHA, NE
- ORANGE COUNTY, CA
- ORLANDO, FL
- OVERLAND PARK, KS
- PHILADELPHIA, PA
- PHOENIX, AZ
- PITTSBURGH, PA
- PORTLAND, OR
- PORTSMOUTH, NH
- PROVIDENCE, RI
- RALEIGH-DURHAM, NC
- RAPID CITY, SD
- RICHMOND, VA
- SACRAMENTO, CA
- SAINT LOUIS, MO
- SALT LAKE CITY, UT
- SAN DIEGO, CA
- SAN FRANCISCO, CA
- SEATTLE, WA
- STAMFORD, CT
- TAMPA, FL
- WASHINGTON DC REGION
- WHITE PLAINS, NY

THOMAS M. CLOSSON  
 DIRECT DIAL: 603.559.2729  
[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager Bohenko, Mayor Blalock and Members of the Portsmouth City Council  
 From: Tom Closson   
 Re: Tentative Agreement with the Association of Portsmouth Teachers  
 Date: June 11, 2019

This City’s negotiating team has reached a tentative agreement with the Association of Portsmouth Teachers on a new three (3) year collective bargaining agreement. Both the Portsmouth School Board and the Association have already voted to ratify the tentative agreement and I am pleased to recommend it to you. The material terms of the tentative agreement are summarized below. ***Please note, however, there are too many proposed language changes in this tentative agreement to include them all in this summary. The best way to review all of these proposed language changes is to read the “red-lined” agreement that is attached.***

CBA SECTION	PROPOSED CHANGE
Duration	Three years - July 1, 2019 through June 30, 2022.
Article 3 – Labor Agreement	Eliminate Agency Fee language, and replace with requirement by School District to provide Union with certain information for bargaining purposes.

Article 16A – Non-Discrimination/Just Cause/Employee Rights	Expand non-discrimination language, and modify discipline/due process procedures.
Article 20 – Time Requirement	Clearly define “planning period” for elementary teachers.
Article 26 – Continuous Improvement Process and Teacher Evaluations	Clarify, update and expand teacher evaluation process.
Article 33 – Short Term Leaves	Adopt sick leave bank.
Article 39 - Insurance	Health Insurance:  7/1/2019 CDHP @ 95%/5% 7/1/2020 CDHP @ 94%/6% 7/1/2021 CDHP @ 93.75%/6.25%
Article 46 – Professional Development and Advanced Degree Payment	In year three of CBA, return Advanced Degree stipend schedule to schedule in place prior to current CBA.
Article 52 – Salary Schedule	COLA/Wage Increases  7/1/2019 – Rolling 10 year average COLA (2.0%) 7/1/2020 – 2.5% 7/1/2021 – 2.5%
Article 52 – Salary Schedule	Increase Mentor Teacher stipend to 8% and add Conditional Mentor Teacher stipend at 4%.
Article 53 – Coaching/Extra-Curricular/Special Services Compensation	Update list of stipends and increase by 2% on 7/1/2020.

I believe that this tentative agreement is fair, reasonable, and consistent with the City’s strategy for collective bargaining. I recommend it to you for ratification. I will also be happy to answer any questions that you have about this tentative agreement.

**AGREEMENT**

**BETWEEN THE**

**PORTSMOUTH SCHOOL BOARD**

**AND**

**ASSOCIATION OF PORTSMOUTH TEACHERS**

Effective from July 1, 2014,19 through June 30, 2022,19

Formatted: Underline, Font color: Red

Formatted: Underline

Formatted: Underline, Font color: Red

Formatted: Underline, Font color: Red

**Table of Contents**

<b>SECTION I - BOARD AND ASSOCIATION</b> .....	<b>444</b>
Article 1 .....	555
<u>RECOGNITION</u> .....	555
Article 2 .....	555
<u>DUES DEDUCTION</u> .....	555
Article 3 .....	555
<u>REPRESENTATION FEES</u> .....	555
Article 4 .....	766
<u>PRESIDENT OF APT</u> .....	766
Article 5 .....	766
<u>EMERGENCY BOARD ACTION</u> .....	766
Article 6 .....	766
<u>ASSOCIATION MEETING</u> .....	766
Article 7 .....	766
<u>USE OF SCHOOL BUILDINGS</u> .....	766
Article 8 .....	766
<u>ASSOCIATION - USE OF FACILITIES AND EQUIPMENT</u> .....	766
Article 9 .....	877
<u>BULLETIN BOARDS AND MAILBOXES</u> .....	877
Article 10 .....	877
<u>SCHOOL BOARD MAILINGS</u> .....	877
Article 11 .....	877
<u>ASSOCIATION BUSINESS DURING THE SCHOOL DAY</u> .....	877
Article 12 .....	877
<u>TEACHER/ADMINISTRATOR MEETINGS</u> .....	877
Article 13 .....	877
<u>NEGOTIATION PROCEDURE</u> .....	877
Article 14 .....	988
<u>AGREEMENT PROVISIONS</u> .....	988
Article 15 .....	1099
<u>CONTINUITY OF OPERATIONS</u> .....	1099
Article 16 .....	1099
<u>RE-EMPLOYMENT NOTICE/JUST CAUSE</u> .....	12409
Article 17 .....	12409
<u>RIGHTS OF THE PARTIES</u> .....	12409
Article 18 .....	131110
<u>HEALTH AND SAFETY</u> .....	131110
<b>SECTION II - RESPONSIBILITIES OF PROFESSIONAL EMPLOYEES</b> .....	<b>131110</b>
Article 19 .....	131110
<u>WORK YEAR</u> .....	131110
Article 20 .....	131110
<u>TIME REQUIREMENT</u> .....	141210
Article 21 .....	151211
<u>RELATIONSHIP OF PROFESSIONAL AND PARAPROFESSIONAL STAFF</u> .....	151211

Article 22 .....	151214
TEACHERS' HANDBOOK AND BOARD POLICIES .....	151214
Article 23 .....	151312
CLASS SIZE .....	12
Article 24 .....	161312
PROFESSIONAL DEVELOPMENT .....	161312
Article 25 .....	161312
TEACHER RESPONSIBILITIES .....	161312
Article 26 .....	161413
CONTINUOUS IMPROVEMENT PROCESS AND TEACHER EVALUATIONS .....	161413
Article 27 .....	191614
PERSONNEL FILES .....	191614
Article 28 .....	201614
SENIORITY .....	201614
Article 29 .....	201715
ASSIGNMENT CHANGE .....	201715
Article 30 .....	211716
REDUCTION IN FORCE .....	17
Article 31 .....	231917
IMPROVEMENT PLANNING .....	232017
<b>SECTION III - GRIEVANCE PROCEDURE .....</b>	<b>242018</b>
Article 32 .....	242018
CONTRACT CLARIFICATION .....	242018
<b>SECTION IV - LEAVES AND BENEFITS .....</b>	<b>262220</b>
Article 33 .....	22
SHORT TERM LEAVES AND ABSENCES .....	22
Article 34 .....	292421
OTHER SHORT TERM LEAVES OF ABSENCE .....	292421
Article 35 .....	302522
OTHER LEAVES .....	302522
Article 36 .....	302522
SUBSTITUTE TEACHERS .....	302522
Article 37 .....	302522
EXTENDED LEAVES OF ABSENCE .....	302522
Article 38 .....	322623
SABBATICAL LEAVE .....	322623
Article 39 .....	332724
INSURANCE .....	332724
Article 40 .....	352825
DISABILITY INSURANCE .....	352825
Article 41 .....	352826
LIFE INSURANCE .....	352826

Article 42 .....	362826
<u>POLICIES</u> .....	362826
Article 43 .....	362826
<u>RETIREMENT PROVISIONS</u> .....	362826
Article 44 .....	362926
<u>WORKERS' COMPENSATION</u> .....	362926
Article 45 .....	362927
<u>STUDENT APPROPRIATION</u> .....	362927
<b><u>SECTION V - SALARIES</u></b> .....	<b>362927</b>
Article 46 .....	362927
<u>PROFESSIONAL DEVELOPMENT AND ADVANCED DEGREE PAYMENT</u>	
.....	362927
Article 47 .....	373028
<u>HIRING HELP</u> .....	373028
Article 48 .....	373028
<u>ADVANCED DEGREES</u> .....	373028
Article 49 .....	383028
<u>LONGEVITY AND INTERDISCIPLINARY COUNCIL</u> .....	383028
Article 50 .....	383028
<u>LEADERSHIP</u> .....	31
Article 51 .....	393129
<u>SALARY PAYMENT SCHEDULE</u> .....	393129
Article 52 .....	393129
<u>SALARY SCHEDULE</u> .....	393129
Article 53 .....	413330
<u>COACHING, EXTRA-CURRICULAR, AND SPECIAL SERVICES</u>	
<u>COMPENSATION</u> .....	514430
Article 54 .....	614439
<u>POSTINGS</u> .....	614439
Article 55 .....	614439
<u>EXTRA PAYMENT SCHEDULE</u> .....	614439
Article 56 .....	624440
<u>NEW POSITIONS</u> .....	624440
Article 57 .....	624440
<u>NO CHILD LEFT BEHIND ACT</u> .....	624440
Article 58 .....	40
<u>DURATION</u> .....	40
<b><u>APPENDIX A</u></b> .....	<b>41</b>
<u>TEACHER SALARY SCHEDULE</u> .....	41
<b><u>APPENDIX B</u></b> .....	<b>42</b>
<u>PROFESSIONAL LEARNING PROJECTS (PLP): THEORY INTO ACTION</u> .....	634644
<b><u>APPENDIX C</u></b> .....	<b>44</b>
<u>NEW METHODS FOR MOVING ACROSS SALARY TRACKS</u> .....	44



## SECTION I - BOARD AND ASSOCIATION

### Article 1

#### RECOGNITION

For the purposes of collective negotiations pursuant to RSA 273-A, the BOARD recognizes the ASSOCIATION as the exclusive representative of all professional employees of the Portsmouth School System whether under contract, on leave or employed. Professional employees shall include any individual employed by the Portsmouth School System, the qualifications for whose positions are such as to require them to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of professional school personnel, EXCEPT that the term does not include members of the Superintendent's Advisory Council. This council consists of Principals, Directors, Coordinators, and Central Office Administrators. The ASSOCIATION agrees to negotiate for all professional employees without discrimination and without regard to membership in the ASSOCIATION.

### Article 2

#### DUES DEDUCTION

The BOARD agrees to deduct from the salaries of its employees dues for the ASSOCIATION OF PORTSMOUTH TEACHERS, NEA-NH, and the National Education Association as said teachers authorize the BOARD to deduct. A check will be written to the ASSOCIATION equal to the amount deducted on a month-to-month basis.

### Article 3

#### Labor Agreement

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

Employee name, Date of hire, Position, Work location, Salary schedule step, Full or part time status, Wage rate, Home mailing address (including street, city/town, state and zip code), Home Phone, Stipend, Work email address

Furthermore, the BOARD and ASSOCIATION agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees, elected insurance plans (e.g. Single, 2 person or Family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan elected.

Formatted: Left

Formatted: Centered, Level 2, Widow/Orphan control, Keep with next, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: Not at 0"

Formatted: Font color: Red

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

Formatted: Justified

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

### REPRESENTATION FEES

~~It is recognized that the negotiations for, and administration, of the AGREEMENT entails 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 ASSOCIATION, such employee will, as a condition of employment by the BOARD, execute an authorization for the deduction of a "representation fee" which shall be a sum equivalent to membership dues and assessments required to be paid by members of the ASSOCIATION, which sum shall be retained for a scholarship fund. The committee to award the scholarship shall be made up of two administrators, two members of the ASSOCIATION, and one member of the "representation fee" group. The scholarship shall be given in the name of the ASSOCIATION OF PORTSMOUTH TEACHERS. The ASSOCIATION agrees to indemnify and defend the BOARD, the Portsmouth School District and SAU, the City of Portsmouth and any employee, official, agent, representative or attorney of any such entity from any claim arising out of or in any way connected with the "representation fee."~~

Formatted: Centered

Formatted: Centered, Level 3, Widow/Orphan control, Keep with next, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: 3.19", Centered + 4.55", Left + Not at 0"

**Article 4**

**PRESIDENT OF APT**

The President of the ASSOCIATION OF PORTSMOUTH TEACHERS and/or his or her designee shall be released at full pay not to exceed the equivalent of three (3) days per year and the ASSOCIATION will reimburse substitute costs to the school system.

Formatted: Font color: Red

**~~PRESIDENT OF APT~~**

~~The President of the ASSOCIATION OF PORTSMOUTH TEACHERS or his or her designee shall be released at full pay not to exceed the equivalent of three (3) days per year and the ASSOCIATION will reimburse substitute costs to the school system.~~

**Article 5**

**EMERGENCY BOARD ACTION**

The BOARD, subject only to the language of this AGREEMENT, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district. In an emergency affecting the health, safety, or welfare of the students of the schools, the BOARD may take whatever actions it deems necessary.

**Article 6**

**ASSOCIATION MEETING**

The first semi-annual meeting of the Teachers' Association will be between the hours of 8 a.m. and 3 p.m. on the workshop day that precedes the opening of school. This meeting will be approximately one (1) hour in length.

**Article 7**

**USE OF SCHOOL BUILDINGS**

The ASSOCIATION and its representatives shall have the right to use school buildings at all reasonable hours for meetings. This use must be within the hours when custodians are regularly employed and within accepted school policy.

**Article 8**

**ASSOCIATION - USE OF FACILITIES AND EQUIPMENT**

8.1 Representatives of the ASSOCIATION and their affiliates shall be permitted to transact ASSOCIATION business on school property at all reasonable times, provided that this shall not disrupt normal school operations.

8.2 The ASSOCIATION and its representatives shall have the right to use school facilities and office equipment. The ASSOCIATION shall pay for the costs of all materials and supplies incidental to such use.

Formatted: Justified, Tab stops: 0.5", Left

**Article 9**

**BULLETIN BOARDS AND MAILBOXES**

9.1 The ASSOCIATION and its representatives shall have the right to put notices and matters of ASSOCIATION concern on teacher's bulletin boards; at least one shall be provided in each building.

9.2 The Executive Board of the ASSOCIATION shall have the right to place notices, circulars, and other material in the teachers' mailboxes, provided that such materials shall not relate to any State, local or national political matter of a non-educational nature, or any partisan political electioneering material. The ASSOCIATION shall take all reasonable steps to ensure that the material is not slanderous, libelous, or in any way flagrantly harmful to the school, its staff, or any other individual or group. Any materials will be in good taste. Copies of all materials distributed to the general membership, exclusive of material distributed to the Executive Board shall be given to building principals and the Superintendent, but their approval will not be required.

**Article 10**

**SCHOOL BOARD MAILINGS**

The Superintendent will send to the employee representative all materials provided for the School Board meetings in a timely manner.

**Article 11**

**ASSOCIATION BUSINESS DURING THE SCHOOL DAY**

Designated representatives of the ASSOCIATION shall be allowed to receive telephone calls and other communications concerning ASSOCIATION business at any time during school hours providing it does not disrupt the teacher's classroom assignment or interfere with the daily operation of the school.

**Article 12**

**TEACHER/ADMINISTRATOR MEETINGS**

The BOARD recognizes the right of all teachers to receive advice if they so desire. If a teacher meets with an administrator, the teacher, upon hearing the topic to be discussed, may request a representative from the ASSOCIATION to attend the meeting. This will apply in all cases except where the safety or welfare of a student is seriously threatened.

**Article 13**

**NEGOTIATION PROCEDURE**

13.1 The parties agree to enter into collective negotiations over a successor AGREEMENT in accordance with RSA 273-A Statutes of New Hampshire. Not later than October 4<sup>th</sup> of the year preceding the expiration of this AGREEMENT, the parties agree to enter into negotiations, in accordance with procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party concerning salaries and fringe benefits and other conditions of employment. Any agreement reached shall be reduced to writing and signed by the BOARD and ASSOCIATION. The BOARD shall make a good-faith effort to secure the funds necessary to implement said AGREEMENT. If such funds are not forthcoming, the BOARD and the ASSOCIATION shall resume

Formatted: Font color: Red  
Formatted: Font color: Red

negotiations regarding the matters affected thereby, in accordance with the provisions of the AGREEMENT.

13.2 The BOARD and the ASSOCIATION may, if they so desire, utilize the services of outside consultants, and may call upon professional representatives to assist in negotiations.

#### **NEGOTIATION PROCEDURE**

~~13.1 Not later than October 1st of the year preceding the expiration of this AGREEMENT, the parties agree to enter into negotiations, in accordance with procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party concerning salaries and fringe benefits and other conditions of employment. Any agreement reached shall be reduced to writing and signed by the BOARD and ASSOCIATION. The BOARD shall make a good faith effort to secure the funds necessary to implement said AGREEMENT. If such funds are not forthcoming, the BOARD and the ASSOCIATION shall resume negotiations regarding the matters affected thereby, in accordance with the provisions of the AGREEMENT.~~

~~13.2 The BOARD and the ASSOCIATION may, if they so desire, utilize the services of outside consultants, and may call upon professional representatives to assist in negotiations.~~

~~13.3 If, by December 1st, the parties fail to reach agreement on any matter or matters, which are the subject of negotiation, either party may declare impasse. In the event of an impasse, a mediator shall be appointed for the purpose of assisting the parties in reconciling their differences and resolving the controversy on terms, which are mutually acceptable.~~

13.4 A mediator shall be appointed by PELRB acting on its authority under RSA 273-A. The parties shall make selections in order of preference and return the list to PELRB for appointment. The mediator shall meet with the parties or their representatives, or both, as soon as possible, either jointly or separately, and shall take such other steps, as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. If the dispute is not resolved prior to the thirty (30) days after the impasse is declared and the parties agree in advance, the mediator shall recommend terms of settlement regarding the disputed matters submitted. Said recommendations shall be made within thirty (30) days of his/her appointment. Either the BOARD or the ASSOCIATION may make such findings and recommendations public if no agreement is reached within ten (10) days after their receipt from the mediator.

13.5 The costs for the services of the mediator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the BOARD and the ASSOCIATION.

#### **Article 14**

#### **AGREEMENT PROVISIONS**

14.1 This AGREEMENT shall be construed as a BOARD policy for the terms of said AGREEMENT, and the BOARD shall carry out the commitments contained herein, and give them full force and effect as though they were BOARD policy.

14.2 The BOARD agrees not to negotiate with any teachers' group or association, other than the designated unit in regard to any matter subject to negotiations under Article 13, Section 1 of this AGREEMENT as long as the ASSOCIATION shall represent a majority of the professional employees of Portsmouth, New Hampshire School System. This shall not prevent the BOARD from communicating or consulting with any individual teacher or group of teachers for any purpose the BOARD shall deem desirable in the discharge of responsibilities, nor shall it preclude any teacher from appearing before the BOARD in his/her own behalf on matters relating to employment by the BOARD.

14.3 This AGREEMENT may not be modified, in whole or in part, by the parties, except by an

instrument in writing, duly executed by both parties.

14.4 Whenever any notice is required to be given by either party to this AGREEMENT to the other, pursuant to the provisions of this AGREEMENT, either party must do so by registered or certified mail, at the following addresses:

If by ASSOCIATION, to: School Administrative Unit 52  
1 Junkins Ave, Suite 402  
Portsmouth, NH 03801

If by BOARD, to: President of the Association, or  
his/her designee, at the appropriate  
address filed with the BOARD.

14.5 Except as this AGREEMENT shall hereinafter otherwise provide, all terms, conditions, of employment, and benefits in effect at the time this AGREEMENT is signed shall continue to be so applicable. Unless otherwise provided in this AGREEMENT, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms, conditions of employment, and benefits existing prior to its effective date.

14.6 If any provision of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

14.7 If any article or part of this AGREEMENT is held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the AGREEMENT shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

**Article 15**

**CONTINUITY OF OPERATIONS**

15.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year, and the avoidance of disputes, which threaten to interfere with such operation. The ASSOCIATION accordingly agrees, during the period of this AGREEMENT, that it will not, nor will any of its members acting in its behalf cause, authorize, or support, nor will any of its members take part in, a strike against the Portsmouth School System.

15.2 In the event that negotiations do not bring about an agreement by July 1 or a revised agreement by September 1, this contract remains in effect until an agreement is reached.

15.3 If negotiations are resumed due to a budget reduction and no revised agreement is reached by September 1, neither party shall take any action to impair the operation of the schools.

**Article 16**

**Article 16 A**

**NON-DISCRIMINATION/JUST CAUSE/EMPLOYEE RIGHTS**

**16.1 A. The BOARD and the ASSOCIATION agree that they will not discriminate against employees on the basis of race, creed, color, gender (including transgender), sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, military service, religion, or any other status or characteristic protected by Federal, State or local law.**

Formatted: Left

Formatted: No underline

Formatted: Justified

The Board and the Association also agree that unlawful harassment based on any status or characteristic protected by Federal, State or local law is unacceptable conduct that will not be condoned by the Board or the Association.

16.2 B. Teachers under a continuing contract who are not to be re-employed in the district shall be notified in writing no later than April 1.

No teacher shall be non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause, except that the non-renewal or dismissal of teachers during their probationary period in the district will be dealt with according to RSA 189:13 and 14 and shall not be subject to the grievance procedure.

Discipline shall be progressive in nature.

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

16.3 A. Additional principles of progressive discipline shall be:

i. Any employee discharged must be paid in full for all wages and benefits owed him or her up to date of discharge by the BOARD.

Formatted: Font color: Red

Formatted: Font: 12 pt, Underline, Font color: Red

Formatted: Font color: Red

Formatted: Normal

Formatted: Font: 12 pt, Font color: Red

Formatted: Font: 12 pt, Font color: Red

Formatted: Font color: Red

Formatted: Font: 12 pt, Font color: Red

Formatted: Font color: Red

ii. The BOARD agrees to notify each employee in the bargaining unit and the ASSOCIATION of all changes to existing work rules on the school staff resource page. New employees shall be provided with a copy of the work rules at the time of hire. Such rules shall be reasonably related to the duties and responsibilities of employees in the bargaining unit, shall not conflict with the terms of this Agreement, and shall be uniformly applied and enforced.

iii. Suspension of an employee pending BOARD hearing and determination shall be with pay. A suspended employee shall be entitled to a hearing before the BOARD within ten (10) working days.

Formatted: Underline, Font color: Red

Formatted: Font color: Red

iv. Whenever an employee is called before an administrator, the Superintendent, or the BOARD concerning any disciplinary matter or potential disciplinary matter. Employees will be notified that they are entitled to have an ASSOCIATION representative and/or NEA-NH Uniserv Director present for advice and representation during such meeting.

Formatted: Font: 12 pt, Font color: Red

Formatted: Underline, Font color: Red

Formatted: Font color: Red

v. Any certified professional employee who is suspended and believes the suspension is without just cause may grieve the suspension and any loss of pay. Any certified professional employee whose suspension is reduced or revoked shall receive all pay for those days of suspension which are reduced or revoked.

Article 16 B

RE-EMPLOYMENT NOTICE

16.1 B It is understood by both parties, that a teacher who is re-employed off the RIF list and has never taught in that certified area, in a contracted capacity, will be placed in that position on a one-year trial

Formatted: Font color: Red

~~basis. That teacher will demonstrate competency in that new position. The teacher will devote 40 of the next 50 professional development hours to the new teaching assignment. Further, it is expected that 15 of those 40 hours will be accumulated during that first year.~~

Formatted: Font color: Red

~~Said teacher's status for employment in other certified areas will NOT be affected by Article 16.1B.~~

Formatted: Font color: Red

~~Teachers so re-employed will be observed at least two (2) times resulting in an evaluation prior to January 1. If as a result of evaluations, the teacher is not renewed, he/she will be notified in writing with reasons stated no later than April 1. He/she will return to RIF list in that certification and will not be rehired in that certification until he/she has demonstrated competence in a position in that certification.~~

#### **RE-EMPLOYMENT NOTICE/JUST CAUSE**

~~16.1—Teachers under a continuing contract who are not to be re-employed in the district shall be notified in writing no later than April 1. No teacher shall be non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause, except that the non-renewal or dismissal of teachers during their probationary period in the district will be dealt with according to RSA 189:13 and 14 and shall not be subject to the grievance procedure.~~

~~Effective 2008-09, a committee will be established by the Association and the administration to establish an evaluation process for athletic coaches. The current evaluation process will remain in place pending agreement on a new process.~~

~~16.2—It is understood by both parties, that a teacher who is re-employed off the RIF list and has never taught in that certified area, in a contracted capacity, will be placed in that position on a one-year trial basis. That teacher will demonstrate competency in that new position. The teacher will devote 40 of the next 50 staff development hours to the new teaching assignment. Further, it is expected that 15 of those 40 hours will be accumulated during that first year.~~

~~Said teacher's status for employment in other certified areas will NOT be affected by Article 16.2.~~

~~Teachers so re-employed will be observed at least two (2) times resulting in an evaluation prior to January 1. If as a result of evaluations, the teacher is not renewed, he/she will be notified in writing with reasons stated no later than April 1. He/she will return to RIF list in that certification and will not be rehired in that certification until he/she has demonstrated competence in a position in that certification.~~

#### **Article 17**

#### **RIGHTS OF THE PARTIES**

There shall be no reprisals taken against any teacher by reason of membership in the ASSOCIATION or participation in its lawful activities, nor shall action be taken against a teacher for processing a grievance.

#### **Article 18**

#### **HEALTH AND SAFETY**

~~18.1 The BOARD shall provide a safe and healthy classroom and campus environment.~~

Formatted: Font color: Red

~~18.2 The BOARD will reimburse each teacher the fee for the criminal record check charged by the Department of Safety when teachers renew their state certificate.~~



**HEALTH AND SAFETY**

- ~~18.1 The BOARD shall provide a safe and healthy classroom environment.~~
- ~~18.2 The BOARD will reimburse each teacher the fee for the criminal record check charged by the Department of Safety when teachers renew their state certificate.~~

**SECTION II - RESPONSIBILITIES OF PROFESSIONAL EMPLOYEES**

**Article 19**

**WORK YEAR**

- 19.1 The teacher work year shall be no more than 187 days except that teachers initially entering the Portsmouth School System will be expected to appear one additional day prior to the opening of school.
- 19.2 The Association shall be responsible for the development of the school calendar. The Association shall make a provision for staff, SAU #50 and parent input, and shall consult with the Superintendent. The Association shall provide a final draft of the calendar to the School Board for final approval by the first meeting in February.
- 19.3 Any member required by the School Department to work beyond his/her contracted days will be paid on a per diem based on position and current step for the fiscal year in which the extra work is performed, with the exceptions noted in 19.1.
- 19.4 Some teachers, specialists or librarians, may have work situations that require one (1) or more days in-school time at the beginning and/or at the end of the school year without normal student contact. These professionals shall have the number of student free days equal to the number of buildings in which they teach. This Section shall apply to elementary school teachers in Physical Education, Art, Music, English Second Language, Speech, Occupational Therapy, and Computer.

**Article 20**

**TIME REQUIREMENT**

- ~~20.1 An eight (8) hour "on-site" workday will be established with a duty free, uninterrupted lunch period of 25 minutes or the student lunchtime, whichever is greater. Teachers are expected to be available to:~~
  - ~~A. Aid students on an after-school basis as needed.~~
  - ~~B. Attend department or other professional staff meetings designed to provide meaningful professional growth or to clarify school business in general.~~
  - ~~C. Conduct parent conferences.~~
  - ~~D. Participate in Student Evaluation/Placement Team meetings as necessary.~~
  - ~~E. Participate in other school-related activities as scheduled by the administration, such as the distribution of report cards, parent-teacher group meetings, and school sponsored activities. Participation and attendance assignments will be distributed among all staff as equitably as possible.~~
  - ~~F. Participate in meetings programmed and attended by those teachers and administrators involved. These meetings will not exceed two (2) hours per week, except in rare circumstances, and shall not be held during teacher planning time unless mutually agreed upon between the teachers and the administrators involved.~~
- ~~20.2 The eight (8) hour day shall be spent on school site and may include classes, study halls, student~~

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Left

Formatted: Font: 12 pt, Font color: Red

Formatted: Font: 12 pt, Font color: Red

Formatted: Font: 12 pt

~~contact, planning, peer coaching, training, meeting in collegial groups, or other activities. As professionals, teachers need time in their schedule for other activities related to the educational process.~~

~~20.3 Elementary teachers will have a 45 minutes planning period daily within the confines of the student day. In rare circumstances, Administration may require elementary teachers to participate in a meeting during this time.~~

#### ~~TIME REQUIREMENT~~

~~20.1—An eight (8) hour "on-site" workday will be established with a duty-free, uninterrupted lunch period of 25 minutes or the student lunchtime, whichever is greater. Teachers are expected to be available to:~~

- ~~A. — Aid students on an after-school basis as needed.~~
- ~~B. — Attend department or other professional staff meetings designed to provide meaningful professional growth or to clarify school business in general.~~
- ~~C. — Conduct parent conferences.~~
- ~~D. — Participate in Student Evaluation/Placement Team meetings as necessary.~~
- ~~E. — Participate in other school-related activities as scheduled by the administration, such as the distribution of report cards, parent-teacher group meetings, and school-sponsored activities. Participation and attendance assignments will be distributed among all staff as equitably as possible.~~
- ~~F. — Meetings shall be programmed and attended by those teachers and administrators involved. These meetings will not exceed an average of two (2) hours per week and shall not be held during teacher planning time unless mutually agreed upon between the teachers and the administrators involved.~~

~~20.2—The eight (8) hour day shall be spent on school site and may include classes, study halls, student contact, planning, peer coaching, training, meeting in collegial groups, or other activities. As professionals, teachers need time in their schedule for other activities related to the educational process.~~

~~20.3—Elementary teachers will have planning time, including common team planning time, provided on a weekly basis within the confines of the eight (8) hour work day. The planning time will include special assignment blocks, such as art, music, physical education, computer and library period. Effective 2009-10, the administration, with Association input, may phase out the computer and library classes from planning time. However, this is not intended to lead to a decrease in planning time.~~

~~20.4 All part-time teachers will share classroom and duty assignments and responsibilities in proportion to their percentage of salary.~~

~~20.5 No more than two (2) periods per semester per subject certification may be filled with part-time employees unless special circumstances arise.~~

~~20.6 All teachers are expected to be in school a reasonable amount of time before and after school.~~

~~20.7 Work may be accomplished within the building or other appropriate setting. Before leaving the building, the teacher must inform the principal or supervisor of his/her destination, purpose and expected time of return.~~

~~20.8 The SAU will make every effort that is practical and possible to provide teachers with access to a telephone, which allows for confidential communications with parents.~~

Formatted: Font: 12 pt, Font color: Red

Formatted: Justified, None, No widow/orphan control, Don't keep with next, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: 0.5", Left + 5.69", Left

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Red

Formatted: Underline

## **Article 21**

### **RELATIONSHIP OF PROFESSIONAL AND PARAPROFESSIONAL STAFF**

- 21.1 A professional is defined as any person hired for a position for which professional certification is required and who bears the primary responsibility for the educational process in his/her area.
- 21.2 Professional and paraprofessional staff shall work together to provide quality education to the students in the Portsmouth Schools.
- 21.3 Professional staff may initiate and will participate in the process to determine the students to be assigned to the paraprofessional staff.
- 21.4 Professional staff shall participate in the selection of materials and preparation of the program to be implemented by the paraprofessional staff to plan lessons, implement lessons, diagnose, and/or evaluate.

## **Article 22**

### **TEACHERS' HANDBOOK AND BOARD POLICIES**

- 22.1 Each teacher shall be provided with one (1) copy of the appropriate school handbooks in September of each year. The Superintendent's office shall furnish the elementary teachers with the standard system-wide regulations and the individual building principals shall furnish respective building regulations.
- 22.2 The BOARD agrees to furnish each school in the district with at least one copy of the BOARD policies.
- 22.3 The BOARD agrees to furnish the ASSOCIATION with five (5) current copies of the staff directory.
- 22.4 The cost of printing this agreement will be shared equally between the BOARD and the ASSOCIATION.

## **Article 23**

### **CLASS SIZE**

- 23.1 The School Board recognizes the importance of establishing appropriate class size in order to meet the needs of all learners in the classroom. The school board will make every effort to keep class size at 20:1 or lower in grades K-5. Similarly, the school board is cognizant of class size at the middle and high school levels and desires appropriate class size in order to learn in small groups, have one on one interactions and permit teachers to craft different strategies for children in their classes and therefore will make every effort to keep class size at a 24-27:1 or lower in grades 6-12. The district will, by law, not exceed the standards set forth in Ed 306.17, Class Size:
- a. K-2, 25 students or fewer per educator, provided that each school strive to achieve the class size of 20 students or fewer per educator
  - b. Grades 3-5, 30 students or fewer per educator, provided that each school strive to achieve the class size of 25 students or fewer per educator
  - c. Middle and High School, 30 students or fewer per block/period per educator
  - d. Class size requirements may be exceeded in study halls, band or chorus
  - e. In the interest of safety, the maximum number of students in laboratory classes such as science or career and technical education shall be determined by the number of work stations

designed for the area and in no case shall exceed 24 students.

23.2 The District recognizes that certain students require more attention from the classroom teacher than do others. Therefore, in determining class sizes, the varied needs of all students will be considered, whenever possible.

**Article 24**  
**PROFESSIONAL DEVELOPMENT**

~~24.1 A statement of Professional Development credits will be issued to each teacher by October 1 of each year.~~

Formatted: Strikethrough

24.12 It is the responsibility of the employee to continually participate in Professional Development and other training, both within and outside the district, for the purpose of professional growth and re-certification requirements. Employees are responsible for obtaining the required number of professional development hours in their area(s) of certification to fulfill the three-year timelines as outlined by the Department of Education.

It is the responsibility of the employer to provide during the school year in-service training to all employees whose assignments require them to teach students who have individual educational programs. Such in-service training shall focus on P.L. 94-142, other relevant laws, regulations, and standards of a like nature, and shall address especially the technical aspects involved in developing individualized educational programs and satisfying the requirements of the law.

**Article 25**  
**TEACHER RESPONSIBILITIES**

25.1 Teachers are expected to attend ~~SEPT~~ team and parent conferences at mutually agreeable times.

Formatted: Strikethrough

25.2 Teachers' attendance at open house or visitation times scheduled for parent participation is vitally important. Teachers who are unable to attend may be asked to submit in writing their reasons to their principal.

**Article 26**  
**CONTINUOUS IMPROVEMENT PROCESS AND TEACHER EVALUATIONS**

~~26.1 It is understood that a key component to professional growth will involve a requirement that each teacher establish annual goals, which are measurable and ensure continuous improvement and achievement of student outcomes. These goals and their attainment shall be part of the evaluation process.~~

~~The parties agree and the BOARD delegates to the professional staff and Administration, the responsibility of organizing and implementing a Plan for Teacher Effectiveness. Representation will be offered to each level and there will be opportunity for all buildings to be represented. Staff input into future staff evaluation changes is recognized as being highly desirable and the administration will continue to consult the staff and the ASSOCIATION President, or his/her designee, in preparing and reviewing changes or additions. Final acceptance of any change will be the responsibility of the Superintendent and the BOARD.~~

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font: 12 pt, Underline, Font color: Red

Formatted: Font: (Default) Arial, Bold, Font color: Red

Formatted: Font color: Red

Formatted: Font: 12 pt, Font color: Red

Formatted: Font color: Red

Formatted: Font: Bold, Font color: Red

~~The evaluation system will be established in such a way as to coordinate teachers and administrators' efforts in achieving the goals of the district and a responsibility for achieving student outcomes. This~~

panel will establish criteria for valid evidence to be used in demonstrating continuous growth and effective teaching.

The educational process is an extremely complex one and professional staff striving for excellence is the most important element in a sound educational program. Thus, evaluation of the educational process is essential and ongoing in order to ensure the retention of highly effective professionals.

Professional Staff Evaluations should serve the following purposes:

1. To aid the individuals to grow professionally.
2. To encourage high standards in the field of education.
3. To enhance the quality of educational services to the students' community.

Staff evaluations are designed to be positive in nature and to promote professional growth. There may be cause, as a result of the evaluation process which dictates that the BOARD dismiss, non-renew, or direct other appropriate action be taken in individual cases.

**26.2 Employees are required to submit a PLC SMART goal, a professional goal, and a personal goal. PLC work will not be dependent on a particular result in learning, but rather, submitting SMART goals and collecting evidence of student learning must suggest authentic implementation of PLC practice. If any goal(s) are not approved the employee will meet with their Administrator to revise the goal(s) in order to meet the district standards. Employees are also required to complete a self-evaluation of the set goals.**

Formatted: Font color: Red

26.3 Since evaluations are designed to provide accurate feedback to staff on performance against set standards, Danielson's framework **or other mutually agreed upon evaluation tool**, for effective teaching will serve as the basis of an evidence-driven process of evaluation. Staff may choose evidence beyond the administrator's observations to contribute to the evaluation according to Danielson's rubrics.

Formatted: Font color: Red

26.4 All evaluations shall include appropriate observations by Administration. Additional evidence may include, but is not limited to, lesson or unit plans, videos of instruction, student assessments, and other professional contributions.

Formatted: Font color: Red

The evaluation, over time, should evidence a teacher's growth in performance toward distinguished according to Danielson's rubrics, **or other mutually agreed upon evaluation tool**.

Formatted: Font color: Red

26.5 For the purpose of evaluations, the year will be considered from April 1 through March 31, except that first year teachers will be evaluated from September through June, unless stated otherwise in the continuous improvement plan.

Formatted: Font color: Red

26.6 When an Administrator makes and signs a written evaluation and/or observation of a teacher, a copy will be given to the teacher who will acknowledge receipt thereof in writing; a copy will be given to the evaluator; and one copy will be filed in their personnel file which will be housed in the Superintendent's office. The teacher will be presented a copy of the evaluation and/or observation no later than ten (10) school days after the evaluation and/or

Formatted: Font color: Red

observation. Teachers will have the opportunity to discuss the evaluation and/or observation with the administrator prior to signing and submitting to the Superintendent. Such signatures indicate only that the evaluation and/or observation has been completed and read by the staff member and not that he/she agrees with it.

26.7 If the teacher wishes to comment on any or all parts of the evaluation, the teacher may file written comments in the teacher's personnel file which is housed in the Superintendent's office within ten (10) school days.

Formatted: Font color: Red

Formatted: Font color: Red

26.8 The Plan for Teacher Effectiveness will address providing supports for teachers in need of an academic plan of improvement. Assistance shall be provided as soon as possible to teachers who are experiencing difficulties meeting professional responsibilities. The parties agree that any academic plan of improvement be reasonable, achievable and measurable to ensure an employee's best chance of success.

Formatted: Font color: Red

26.9 If the academic Plan of Improvement is not achieved, it may result in a BOARD dismissal, non-renewal, and/or other appropriate action.

26.10 The administration shall make every effort to maximize class instruction time and minimize interruptions of the academic process due to non-academic activities.

26.11 In conformity with the intent of regulations and standards adopted for the implementation of P.L. 94-142, no employee shall be held accountable if a child does not achieve the growth projected in the Goals and Objectives of the child's Individualized Educational Plan.

Formatted: Font color: Red

Formatted: Justified, Space Before: 6 pt, After: 6 pt, Line spacing: single

~~Article 26.1 It is understood that a key component to professional growth will involve a requirement that each teacher establish annual goals, which are measurable and ensure continuous improvement and achievement of student outcomes. These goals and their attainment shall be part of the evaluation process.~~

~~The parties agree and the BOARD delegates to the professional staff, through the establishment of a Teacher Quality Panel (TQP), the responsibility of organizing and implementing a system-wide self evaluation system. The evaluation system will be established in such a way as to coordinate teachers and administrators' efforts in achieving the goals of the district and a responsibility for achieving student outcomes. This panel will establish criteria for valid evidence to be used in demonstrating continuous growth and effective teaching.~~

~~The educational process is an extremely complex one and professional staff striving for excellence is the most important element in a sound educational program. Thus, evaluation of the educational process is essential and ongoing in order to ensure the retention of highly effective professionals.~~

~~Professional Staff Evaluations should serve the following purposes:~~

- ~~1. To aid the individuals to grow professionally.~~
- ~~2. To encourage high standards in the field of education.~~
- ~~3. To enhance the quality of educational services to the students' community.~~

~~Staff evaluations are designed to be positive in nature and to promote professional growth. There may be cause, as a result of the evaluation process which dictates that the BOARD dismiss, non-renew, or direct other appropriate action be taken in individual cases.~~

~~26.2 Since evaluations are designed to provide accurate feedback to staff on performance against set standards, Danielson's framework for effective teaching will serve as the basis of an evidence-driven process of evaluation. Staff may choose evidence beyond the administrator's observations to contribute to the evaluation according to Danielson's rubrics. This evidence may include, but is not limited to, parent and/or student feedback surveys, lesson or unit plans, videos of instruction, student assessments, and other professional contributions.~~

~~The evaluation, over time, should evidence a teacher's growth in performance toward distinguished according to Danielson's rubrics.~~

~~26.3—For the purpose of evaluations, the year will be considered from April 1 through March 31, except that first-year teachers will be evaluated from September through June, unless stated otherwise in the continuous improvement plan.~~

~~26.4—Both parties must sign the formal written evaluation following a conference to discuss it. Such signatures indicate only that the evaluation has been completed and read by the staff member and not that he/she agrees with it.~~

~~26.5—If the staff wishes, he/she may submit comments for inclusion within five (5) school days.~~

~~26.6—In conformity with the intent of regulations and standards adopted for the implementation of P.L. 94-142, no employee shall be held accountable if a child does not achieve the growth projected in the Goals and Objectives of the child's Individualized Educational Plan.~~

~~26.7—The building administrator will send to the Superintendent a copy of the evaluation, which, after his/her review, will be placed in the employee's personnel file in the Superintendent's Office.~~

~~26.8—The administration shall make every effort to maximize class instruction time and minimize interruptions of the academic process due to non-academic activities.~~

## **Article 27**

### **PERSONNEL FILES**

27.1 Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character, and efficiency maintained in his/her personnel file with reference to evaluations of his/her performance in the Portsmouth School District. Any documents to be placed in a teacher's folder shall be photocopied and sent to the teacher at the same time they are placed in the folder. No document may be used against an individual if a copy has not been given to the individual.

27.2 In the event that the BOARD or its representative removes materials from an employee's file, a dated notation shall be placed in the file.

27.3 No information contained in the files 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 pay step.

27.4 Upon notice, each teacher shall have the right to review and reproduce material in his/her personnel file, and to have inserted his/her own written comments regarding the material.

27.5 The district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. No separate file, which is not available for the teacher's inspection, will be established.

#### **Article 28**

#### **SENIORITY**

28.1 Seniority shall be based on latest date of hire with continuous years of employment as members of the teachers' bargaining unit in the Portsmouth School System with the exception of part-time employees and employees who have taken LOAs or sabbaticals. The date of hire is defined as the meeting date that the BOARD approved the teacher's nomination. If the meeting date cannot be confirmed the date of hire would be September 1 of that year.

The following criteria will be used:

- A. Part-time teachers will receive the same seniority percentage as their salary percentage. Teachers who work less than a full year will receive seniority for each month worked and they will be placed on the seniority list consistent with years worked. If date of hire is earlier than placement on the list then the part-time teacher would be deemed to be more senior.
  - B. Required military service will in no way prevent accumulation of seniority.
  - C. When two members have the same date of hire, the one that has taken fewer leaves of absence LOA or sabbaticals is senior. A teacher who has more than one LOA or sabbatical will be moved a seniority year down for each LOA or sabbatical with this teacher being more senior of that group.
  - D. When two members are equal, the one with the greater number of years in the system is senior.
  - E. There is NO break in service for any teacher on the RIF list.
  - F. Professional employees in the system may maintain seniority in the bargaining unit by annually joining and paying dues to NEA and NEA-NH or by contributing the same amount to the APT Scholarship Fund.
  - G. A full-time employee is defined as any employee working 187 days. For purposes of seniority, anyone working more than 187 days will not accrue additional seniority for that school year.
- 28.2 The BOARD will maintain a current seniority list based on seniority and areas of certification. This list will be updated and posted in every school by March 1st of each school year. A copy of this list shall be mailed to the APT President.

#### **Article 29**

#### **ASSIGNMENT CHANGE**

29.1 When either school administration or an employee desires a change in assignment, the party desiring such a change must notify the other in writing. If the transfer of assignment is at the request of the administration, then those teachers with five (5) years or less seniority may be transferred without regard to seniority. When teachers with more than five (5) year's seniority are involved then the least senior may be transferred first. When the transfer request is at the request of the teacher, the decision will be based on sound educational reasons.



29.2 Teachers transferred to another building at the request of the administration in Article 30.1 will be given two (2) days of non-school time with per diem pay to make the move.

29.3 No more than three percent (3%) of the staff may be transferred after August 1st.

29.4 Transfers, assignments or re-assignments within the school building will be excluded from this article except that all transfers will be for sound educational reasons and the person being transferred will be so notified in writing.

29.5 When enrollments necessitate the closing of a school, the administration will meet with the teachers involved to discuss the options available to them. A timeline and procedures (including procedures for the appropriate distribution of materials and equipment) will be developed as far in advance as possible. The administration will attempt to make placements that are compatible with the teachers' areas of strength, experience and preference.

29.6 Any teacher transferring into another teaching certification against his/her will shall be entitled to:

- A. Written reasons for the transfer.
- B. The right to a hearing before the Superintendent within ten (10) school days of the notice of the transfer.
- C. A program with material and guidance to assist the teacher in his/her new area of certification.

### **Article 30 REDUCTION IN FORCE**

30.1 In the event the BOARD decides it is necessary to reduce the number of teachers due to reasons of financial exigency, declining enrollment, program elimination or reduction, or the consolidation or elimination of positions, such reduction in force will be made in accordance with the following procedures.

30.2 The Board will make every reasonable effort to minimize the effect of reduction in force. The Board will first examine if it can be accomplished through attrition (retirements, resignations.) The Superintendent shall send written notification to the President of the Association and all teachers whose positions are being reduced or eliminated.

30.3 The decision to implement a reduction in force in a certification area will be made at the discretion of the School Board after all information is received and carefully reviewed. The School Board wishes to retain those teacher who not only have proper certification, but who have relevant teaching experience as well as evidence of involvement in the district and shall consider the following factors (points) in total:

1. Experience, teaching in Portsmouth, in certified area; (1-4 years, 1 point; 5-9 years, 2 points; 10-14 years, 3 points; 15-19 years, 4 points; 20-24 years, 5 points, 25 or more, 6 points)
2. Track / Degree Status (Track A, 1 point; Track B, 1.5 points; Track C, 2 points; Track D, 2.5 points; Track E, 3 points; Track F, 3.5 points; and Track G, 4 points)

3. Professional Responsibility: Each year teachers complete a narrative reflection highlighting their contributions to the district. Teachers will be awarded up three points, a point for every activity where

they evidence service to children (co and extra-curricular activities) or participation in school or district committees or projects.

4. Seniority in district (1-4 years, 1 point; 5-9 years, 2 points, 10-14 years, 3 points; 15-19 years, 4 points; 20-24 years, 5 points, 25 or more, 6 points)

<b>Relevant Teaching Experience</b>						<b>Points</b>	
<u>1-4 years</u>	<u>5-9 years</u>	<u>10-14 years</u>	<u>15-19 years</u>	<u>20-24 years</u>	<u>25+years</u>	<i>Maximum of 6 points</i>	
1	2	3	4	5	6		
<b>Track / Degree Status</b>						<b>Points</b>	
<u>Track A</u>	<u>Track B</u>	<u>Track C</u>	<u>Track D</u>	<u>Track E</u>	<u>Track F</u>	<u>Track G</u>	<i>Maximum of 4 points</i>
1	1.5	2	2.5	3	3.5	4	
<b>Professional Responsibility</b>						<b>Points</b>	
1 point per activity / committee / stipended or non-stipended co and extra-curricular activities during the prior three years						<i>Maximum of 3 points</i>	
<b>Seniority</b>						<b>Points</b>	
<u>1-4 years</u>	<u>5-9 years</u>	<u>10-14 years</u>	<u>15-19 years</u>	<u>20-24 years</u>	<u>25+years</u>	<i>Maximum of 6 points</i>	
1	2	3	4	5	6		
<b>TOTAL</b>						<b>19 Points</b>	

Bumping Rights: The right to bump a less senior teacher in another academic area may only occur if the teacher has taught within the endorsement for a period equal to the least senior teacher in the certified area.

If the Board determines all factors are equal, then seniority will prevail in making the final determination.

30.4 Any substitute work that is likely to result in employment as a permanent substitute will be offered to qualified and certified teachers on the re-employment list whenever possible.

30.5 Teachers so reduced will be re-employed in the inverse order in which they were reduced. Teachers hired before July 1, 1993 will be placed on a re-employment list for five (5) years. New teachers hired on or after July 1, 1993 will be placed on a re-employment list for three (3) years. This list will be updated and posted quarterly. If a re-called teacher accepts or refuses a part-time position, that teacher maintains his/her seniority in reduction in- force recall for any appropriate full-time position. However, if a teacher refuses an offer of full-time contracted re-employment, that teacher's name will be removed from the reemployment list, unless the opening occurs during the school year and/or if the teacher is under contract to another school district for that year. Nonetheless, a teacher may opt to be passed over one (1) time while on the RIF list without permanently being removed.

30.6 Teachers under a continuing contract who are not to be re-employed in the District shall be notified in writing no later than April 1. However, if the individual's position is included in the BOARD'S proposed budget, said individual will be notified of such and that individual would not be

subject to RIF recall provisions until August 10, however they would be subject to Article 29 (Assignment Change) and in the case of said teachers, Article 29.3 will be waived.

**Article 31**  
**IMPROVEMENT PLANNING**

31.1 The parties agree there will be educational, instructional, and organizational changes implemented in the future through the improvement planning process.

The ASSOCIATION and the BOARD will work cooperatively to implement improvement planning. Neither party will utilize the collective bargaining agreement to impede the implementation of improvement planning goals.

It is understood that the flexibility envisioned by this section does not include changes in seniority, wages, insurance, leave benefits, or length of work year unless specifically negotiated and approved by all appropriate parties.

31.2 Daily Schedules - Teachers will work eight (8) hours but teachers in the same school may work different hours. For example, a school could be open from 7:00 a.m. to 5:00 p.m. and with some teachers working from 7:00 a.m. until 3:00 p.m. and others working from 9:00 a.m. to 5:00 p.m. Teachers with less than full-time contracts will have on-site work days (or work weeks) proportionally reduced.

31.3 Instructional/Duty Time - Daily instructional/duty time shall not exceed six hours. Daily instructional/duty time shall include time assigned to study halls, skill centers, and other assigned student related duties.

31.4 Career Ladder. In 2016-2017 this agreement introduces a career ladder that uses the terms Developing, Professional and Mentor Teacher. Interval is a term used to describe movement on the pay scale. Achievement Units (AUs) describe the knowledge and skill necessary for an educator to evidence to move up on the new pay scale. When educators accumulate 3 AUs they move one interval along the pay scale. **All staff must attain 3 AU's each year regardless of their interval standing.**

Formatted: Font color: Red

Formatted: Font color: Red

31.5 Teacher Quality Panel (TQP). In 2015-2016, there shall be a joint panel composed of three teachers representing the three grade spans (PK-5; 6-8 and 9-12) and three administrators representing the three levels appointed by the union and the school board. The TQP will 1) Establish criteria for evidence used in self-evaluations on Danielson's framework; 2) establish staff training to strengthen peer feedback. **TQP appointments will be for a three (3) year term. No employee shall serve more than one (1) consecutive term, unless in the event that no other candidate expresses interest.**

Formatted: Font color: Red

**Article-31**  
**IMPROVEMENT-PLANNING**

~~31.1 The parties agree there will be educational, instructional, and organizational changes implemented in the future through the improvement planning process.~~

~~The ASSOCIATION and the BOARD will work cooperatively to implement improvement planning. Neither party will utilize the collective bargaining agreement to impede the implementation of improvement planning goals.~~

~~It is understood that the flexibility envisioned by this section does not include changes in seniority, wages, insurance, leave benefits, or length of work year unless specifically negotiated and approved by all appropriate parties.~~

~~31.2 Daily Schedules—Teachers will work eight (8) hours but teachers in the same school may work different hours. For example, a school could be open from 7:00 a.m. to 5:00 p.m. and with some teachers working from 7:00 a.m. until 3:00 p.m. and others working from 9:00 a.m. to 5:00 p.m. Teachers with less than full-time contracts will have on-site work days (or work weeks) proportionally reduced.~~

~~31.3 Instructional/Duty Time—Daily instructional/duty time shall not exceed six hours. Daily instructional/duty time shall include time assigned to study halls, skill centers, and other assigned student-related duties.~~

~~31.4 Career Ladder. In 2016-2017 this agreement introduces a career ladder that uses the terms Developing, Professional and Model Teacher. Interval is a term used to describe movement on the pay scale. Achievement Units (AUs) describe the knowledge and skill necessary for an educator to evidence to move up on the new pay scale. When educators accumulate 3 AUs they move one interval along the pay scale. There shall be no limit on the number of teachers who achieve Model Teacher status.~~

~~31.5 Teacher Quality Panel (TQP). In 2015-2016, there shall be a joint panel composed of three teachers representing the three grade spans (PK-5; 6-8 and 9-12) and three administrators representing the three levels appointed by the union and the school board. The TQP will 1) Establish criteria for evidence used in self-evaluations on Danielson's framework; 2) establish staff training to strengthen peer feedback~~

## SECTION III - GRIEVANCE PROCEDURE

### Article 32

#### CONTRACT CLARIFICATION

32.1 Where a teacher or the ASSOCIATION ~~questions/disputes~~ an interpretation ~~and/or application~~ of the contract or conditions of employment implied but not necessarily stated in the written contract, he/she, or the ASSOCIATION may initiate a grievance, except that non-renewal or dismissal of probationary teachers will be dealt with according to State law.

A grievance to be considered under this procedure must be initiated by the employee or the ASSOCIATION within twenty (20) school days of when the employee should have reasonably known of its occurrence.

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

32.3 Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. If the action or inaction being grieved originated with the Superintendent or the BOARD, the grievance may be initiated at the Superintendent's level.

32.4 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) school days, he/she shall set forth his/her grievance in writing to his/her immediate supervisor or Superintendent, if appropriate, specifying: (a) The nature of the grievance and date occurred; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions if any; (d) his/her dissatisfaction with decisions previously rendered; and (e) the remedy

Formatted: Strikethrough

Formatted: Left

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Font color: Red

requested. The immediate supervisor or the Superintendent shall communicate his/her decision to the employee and ASSOCIATION within five (5) school days of receipt of the written grievance.

32.5 No later than ten (10) school days after receipt of the immediate supervisor's or Superintendent's decision, the employee and ASSOCIATION may appeal the decision to the Superintendent of Schools or BOARD, if appropriate.

The appeal must be made in writing, reciting the matter submitted to the immediate supervisor, as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee and the ASSOCIATION to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days, and the Superintendent shall communicate his decision in writing to the employee and the ASSOCIATION, and the immediate supervisor within ten (10) school days.

32.6 If the grievance is not resolved to the grievant's satisfaction, he/she and the ASSOCIATION, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD, or committee thereof, shall review the grievance and shall, at the option of the BOARD, or upon the request of the grievant, hold a hearing within thirty (30) school days. A decision in writing shall be communicated within thirty (30) calendar days of the hearing. A decision will be deemed communicated to the ASSOCIATION if it is postmarked, first class and return receipt requested, within the time limit.

32.7 If the decision of the BOARD does not resolve the grievance to the satisfaction of the grievant and he/she wishes a review by a third party, he/she shall so notify the ASSOCIATION within five (5) school days of receipt of the BOARD'S decision. If the ASSOCIATION determines that the matter should be reviewed further, it shall, in writing, so advise the BOARD through the Superintendent within ten (10) school days of receipt of the BOARD'S decision. The parties shall then initiate a request for arbitration under the procedure set forth herein.

32.8 A request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.

32.9 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

32.10 If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

32.11 Neither the BOARD nor the ASSOCIATION will be permitted to assert any grounds or evidence before the arbitrator, which were not previously disclosed to the other party. The findings of the arbitrator shall be binding on the BOARD, ASSOCIATION, and grievant. Any of the parties may appeal to the courts the decision of the arbitrator, in accordance with RSA 542 upon the condition that the appealing party pays the reasonable attorneys' fees of both parties relating to the appeal.

32.12 The BOARD, the aggrieved, and the ASSOCIATION shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

32.13 Should the grievant so elect, the aggrieved person shall be represented at all stages of the grievance procedure by his/herself, or by a representative selected or approved by the ASSOCIATION. The ASSOCIATION shall be notified at all levels and has the right to be present at all levels.

32.14 The parties participating in this involvement are guaranteed individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting an appeal with respect to a personal grievance.

32.15 The fees and expenses of the arbitrator shall be shared by the two parties equally.

32.16 If the parties disagree as to the meaning or interpretation of any of the provisions of this AGREEMENT, either party may utilize the clarification procedure set forth in Article 32 in order to resolve said dispute.

32.17 Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance, but only that the parties view the grievance procedure as an expeditious means of resolving grievances.

32.18 All documents, communication, and records dealing with the process of a grievance shall be filed separately from the personnel files of the parties of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of all documents shall be given to the grievant.

## SECTION IV - LEAVES AND BENEFITS

### Article 33

#### SHORT TERM LEAVES AND ABSENCES

33.1 At the start of each contract year, each teacher will be granted seventeen (17) days per year for personal illness or illness in the immediate family. A maximum of three (3) days per year for personal business or emergency leave may be used from sick leave. For all employees hired prior to July 1, 2014, there is unlimited accumulation of such leave; all employees hired after July 1, 2014 will accumulate sick leave as set forth in this article to a maximum of one hundred and fifty (150) days. No more than fifteen (15) days per year of paid leave may be used for illness in the immediate family. Personal leave may not exceed three (3) days per year, unless approved by the Superintendent of Schools.

The teacher will provide twenty-four (24) hours advance notice. Taking a personal day preceding or subsequent to any school holiday or vacation shall require prior approval from the Superintendent.

The BOARD will provide one (1) day of additional pay, at the teacher's current pay rate, to any employee who has used no sick days or personal days in a school year.

33.2 The BOARD agrees to pay 85% of the accumulated short term leaves of absence days to a maximum of 190 days, in a cash payment at the per diem rate which the teacher last earned to any teacher who retires from the system under N.H. State Retirement Laws or upon a teachers voluntary resignation so long as the teacher has worked ten (10) or more years in the system. (The exception to this voluntary resignation provision is that a teacher resigning in the face of dismissal or non-renewal based upon charges of serious criminal misconduct will not be paid for accumulated sick leave under this contract even if the employee voluntarily resigns). All employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this article but shall receive no payout for accumulated short term leave of absent days either upon retirement or voluntary resignation.

33.3 In the event of prolonged absence as a result of accident or illness, the SCHOOL BOARD will consider circumstances that might warrant extension of full or partial sick pay.

33.4 A leave bank is hereby established which entitles an individual for reasons of personal illness to borrow, in advance, sick leave not yet accumulated, not to exceed thirty (30) days. Upon implementation of this contract any employee who is in excess of thirty (30) negative days shall be expected to work with the business office to establish a re-payment plan to address excess negative days in a reasonable and timely manner. Such repayment will be waived in cases where

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Red

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Red

Formatted: Font: 12 pt

Formatted: Justified, Space Before: 6 pt, After: 6 pt, Line spacing: single

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Red

an employee's separation from employment with the District is due to death or permanent disability. It may also be waived on a case-by-case base.

33.5 Any teacher receiving sick bank or income protection benefits under Section IV, Article 37.4 shall be entitled to life insurance, retirement, disability insurance and health insurance for a period of one (1) year. After one (1) years, the teacher will have the option of continuing these benefits at his or her own expense. While the teacher is on disability, he/she will be deemed to be under contract to the school system.

33.6 Any person covered under this agreement shall be granted sick leave for the purpose of adopting or giving birth to a child. The duration of sick leave may be six (6) weeks, or longer as determined by a doctor. It is understood that persons covered under this agreement may use any available sick leave for this purpose. It is understood that FMLA may also be utilized for these purposes.

Upon return, the Superintendent will assign the teacher to his/her former position or an appropriate certified alternate position.

33.7 Employee Sick Leave Bank:

A voluntary donated sick leave bank will be established to provide additional paid leave for participating employees who have exhausted their accrued leave as a result of a catastrophic or extenuating illness or injury to self, or an immediate family member. The Bank serves as a depository to which participating employees may voluntarily contribute leave for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid leave for any medical reason, but to alleviate the hardships outlined above.

Employees will be given an opportunity to donate to the Bank every year. Days will be donated between the first day of school and September 15<sup>th</sup>. When necessary, additional donations may be requested by the APT Executive Board.

Only employees who donate to the Bank are eligible to apply for benefits from the Bank.

At the time of submission, the APT Executive Board may require substantiating medical documents, and in all cases, the decision rendered by the committee shall be final and binding.

If approved by the APT Executive Board, these days will be presented without penalty or repayment. The decision of the APT Executive Board to approve use of the Employee Sick Leave Bank shall be communicated in writing to the Superintendent for record keeping purposes. Administration shall provide the APT with a list of employees who have donated a day by September 15<sup>th</sup> of each school year.

Membership Eligibility, Obligations, and Limitations:

1. Eligibility is discontinued upon termination of employment, retirement, or death. No payment of benefits will be made to survivors.
2. Members must waive all claims to leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.

- Formatted: Font: 12 pt, Strikethrough
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Red

3. The maximum amount of donated leave bank benefits accessible to a recipient cannot exceed 91 days.
4. If intermittent treatment is required, unused approved donated leave bank benefits will be provided on an as-needed basis until the employee recovers from the catastrophic illness or injury or the benefit ends, whichever is earlier.
5. Any balance of days approved but not required for the illness/injury will remain the property of the Bank.
6. Employees who are off work due to an on-the-job injury or illness may request time from the Bank until the determination of the workman's comp claim is issued.

#### **SHORT TERM LEAVES AND ABSENCES**

33.1—Each teacher will be granted seventeen (17) days per year for personal illness or illness in the immediate family. A maximum of three (3) days per year for personal business or emergency leave may be used from sick leave. — For all employees hired prior to July 1, 2014, there is unlimited accumulation of such leave; all employees hired after July 1, 2014 will accumulate sick leave as set forth in this article to a maximum of one hundred and fifty (150) days. No more than fifteen (15) days per year of paid leave may be used for illness in the immediate family. Personal leave may not exceed three (3) days per year, unless approved by the Superintendent of Schools.

The teacher will provide twenty-four (24) hours advance notice. Taking a personal day preceding or subsequent to any school holiday or vacation shall require prior approval from the Superintendent.

These short term leave days will be earned at the rate of:

Seventeen (17) days — 1.7 per month

The BOARD will provide one (1) day of additional pay, at the teacher's current pay rate, to any employee who has used no sick days or personal days in a school year.

33.2—The BOARD agrees to pay 85% of the accumulated short term leaves of absence days to a maximum of 190 days, in a cash payment at the per diem rate which the teacher last earned to any teacher who retires from the system under N.H. State Retirement Laws or upon a teachers voluntary resignation so long as the teacher has worked ten (10) or more years in the system. (The exception to this voluntary resignation provision is that a teacher resigning in the face of dismissal or non-renewal based upon charges of serious criminal misconduct will not be paid for accumulated sick leave under this contract even if the employee voluntarily resigns). All employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this article but shall receive no payout for accumulated short term leave of absent days either upon retirement or voluntary resignation.

33.3—In the event of prolonged absence as a result of accident or illness, the SCHOOL BOARD will consider circumstances that might warrant extension of full or partial sick pay.

33.4—A leave bank is hereby established which entitles an individual for reasons of personal illness to borrow, in advance, sick leave not yet accumulated, not to exceed 183 days.

33.5—When an individual who has borrowed from the sick bank returns to work in the system, he/she will repay the sick bank at the rate of 50% of sick days that he/she is accumulating after returning to work.

33.6—In the event that a teacher leaves the system owing time to the sick bank such time will be repaid in cash (days x the rate per day paid to the individual when the time was borrowed) over a period not to exceed three (3) years. This may be extended with BOARD approval.

33.7—Any teacher receiving sick bank or income protection benefits under Section IV, Article 34.4 shall be entitled to life insurance, retirement, disability insurance and health insurance for a period of two (2)



~~years. After two (2) years, the teacher will have the option of continuing these benefits at his/her own expense. While the teacher is on disability, he/she will be deemed to be under contract to the school system.~~

~~33.8 Any person covered under this agreement shall be granted sick leave for the purpose of maternity. The duration of sick leave may be six (6) weeks, or longer as determined by her doctor. Upon return, the Superintendent will assign the teacher to her former position or an appropriate alternate position.~~

#### Article 34

#### OTHER SHORT TERM LEAVES OF ABSENCE

34.1 Members of the bargaining unit may be entitled to the following leaves of absence without loss of pay:

1. Professional days
  - a. Leave may be granted to a teacher for the purpose of school visitations, attending conferences, or professional meetings, subject to prior approval by the Superintendent.
  - b. Professional days will not be charged against accumulated leave.
2. Bereavement leave
  - a. Bereavement leave will be granted as follows:

<u>Not to exceed 10 days</u>	<u>Not to exceed 5 days</u>
Spouse	Parent
Child	Sister
	Brother
	Parent-in-law

<u>Not to exceed 3 days</u>
Sibling-in-law
Grandparent
Aunt
Uncle
  - b. Extensions may be granted by application to the Superintendent.
  - c. Leave may also be granted by application to the Superintendent of Schools for the following:

Niece
Nephew
Close personal friend
Cousin
  - d. Bereavement days will not be charged against accumulated leave.
3. Civil Leave for Jury Duty or Witness Service
  - a. Upon application to the Superintendent, leave will be granted to the teacher who is subpoenaed as a witness in a civil or criminal case, or is called for jury duty. Application will be made in advance with supporting documentation.

- b. The teacher shall forward to the BOARD all reimbursement for such service, except what is used for personal expenses, but not to exceed gross pay for the period of leave.

4. Religious Leave

Teachers may receive up to two (2) additional personal days each year for commonly accepted religious holidays, such as Rosh Hashanah and Yom Kippur, where the tenets of the teacher's religion prohibit work on such days and require their attendance at religious services. Teachers must give the Superintendent five (5) days advance notice. These days will not be charged against short-term leave days.

**Article 35**

**OTHER LEAVES**

35.1 If any individual is requested by the Superintendent of Schools to attend a function on behalf of the BOARD, such time shall not be charged to an individual's personal time.

36.2 Extensions of Article 34 may be granted by the Superintendent.

**Article 36**

**SUBSTITUTE TEACHERS**

36.1 The School Department agrees to fill any temporary absence of a teacher with a certified teacher in the subject area or grade level where possible. It is recognized that extreme circumstances may arise whereby a substitute cannot be located. Such circumstances will be stated in writing to the ASSOCIATION by the Superintendent if the ASSOCIATION so requests.

36.2 Substitute teachers will be provided for all classroom teachers including art, music and physical education teachers in any situation of a one-half or full day or days of absence.

36.3 Substitute teachers shall be informed of their duties and responsibilities including, but not limited to, following plans, grading and scoring written work.

36.4 Details concerning the duties and responsibilities will be supplied to all prospective substitutes by the administration.

36.5 In the event of an unscheduled absence, the teacher will notify the school administration as soon as possible prior to the absence. It will be the responsibility of the school administration to arrange for the substitute.

36.6 It is the teacher's responsibility to keep at least five (5) days of lesson plans available for a substitute. These plans will be kept current.

**Article 37**

**EXTENDED LEAVES OF ABSENCE**

37.1 With BOARD approval, a leave of absence for professional growth, without pay or any other benefits, up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, or any other educational professional development. Upon return from such leave, a teacher who while on leave served in a teaching capacity, shall be placed on the salary scheduled at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Teachers may work in other school systems on an

Formatted: Font color: Red

exchange basis as long as a one-to-one exchange is maintained and there is prior approval by the Superintendent of Schools.

37.2 Each teacher will be granted leave for required annual military unit field training up to eleven (11) days duration when such required training falls within the school year, and when it cannot be scheduled during vacation periods.

Voluntary military activities will not be applicable under this section unless expressly approved by the BOARD.

37.3 Any teacher adopting or giving birth to a child shall be entitled to utilize paid sick leave as per the terms of Article 33.6. Once this contractually permitted sick leave is exhausted, any teacher adopting or giving birth may then be permitted an additional leave of absence, without pay or any other benefits, provided that the total amount of leave (paid sick leave plus unpaid leave) granted for the adoption or birth does not exceed two (2) years.

Formatted: Font color: Red

37.4 A leave of absence without pay or any other benefits of up to one (1) year may be granted to any teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted upon recommendation of the Superintendent.

37.5 Teachers who have been employed at least seven (7) years in the school department may be entitled to a LEAVE OF ABSENCE of up to one full year, without pay or other benefits. These leaves will be limited to three percent (3%) of those eligible, based on seniority. Requests for leaves of absences after July 15 will only be granted if a suitable replacement can be found. Any additional leave will be at the BOARD's discretion.

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: No underline, Font color: Auto

37.6 Other requests for leaves of absence for special reasons may be granted by the BOARD upon recommendation of the Superintendent.

37.7 All benefits to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return, and he/she will be assigned within the scope of certification. The teacher may keep insurances in force while on leave by paying the cost of the benefits to the school department, if the carrier allows. These payments shall be made thirty (30) days prior to the due date.

37.8 Upon return from leave granted pursuant to Article 37.1 and 37.2, the teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

37.9 All extension, renewals, or modifications of leaves shall be requested in writing and granted in writing.

37.10 All leave of absence requests shall be forwarded to the School Board through the Superintendent. Leaves of absences will be granted on the condition of a January 5 notification of intent to return.

Formatted: Font color: Red

Formatted: Font color: Red

37.11 Any teacher returning from a leave of absence shall return only at the beginning of a school year, unless otherwise provided by the BOARD.

Formatted: Font color: Red

#### **EXTENDED LEAVES OF ABSENCE**

~~37.1 With BOARD approval, a leave of absence for professional growth, without pay or any other benefits, up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, or any other educational professional development. Upon return from such leave, a teacher who while on leave served in a teaching capacity, shall be placed on the salary scheduled at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Teachers may work in other school systems on an exchange basis as long as a one-to-one exchange is maintained and there is prior approval by the Superintendent of Schools.~~

~~37.2—Each teacher will be granted leave for required annual military unit field training up to eleven (11) days duration when such required training falls within the school year, and when it cannot be scheduled during vacation periods.~~

~~Voluntary military activities will not be applicable under this section unless expressly approved by the BOARD.~~

~~37.3—Any teacher adopting or giving birth to a child shall be granted a leave of absence not to exceed two (2) years without pay or benefits. Such leave shall commence upon his/her receiving de facto custody of said child or upon completion of sick leave or as much time as is necessary to fulfill the requirements for the adoption.~~

~~37.4—A leave of absence without pay or any other benefits of up to one (1) year may be granted to any teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted upon recommendation of the Superintendent.~~

~~37.5—Teachers who have been employed at least seven (7) years in the school department shall be entitled to a LEAVE OF ABSENCE of one full year, without pay or other benefits. These leaves will be limited to three percent (3%) of those eligible, based on seniority and will be granted only if a suitable replacement has been found.~~

~~37.6—Other requests for leaves of absence for special reasons may be granted by the BOARD upon recommendation of the Superintendent.~~

~~37.7—All benefits to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return, and he/she will be assigned within the scope of certification. The teacher may keep insurances in force while on leave by paying the cost of the benefits to the school department, if the carrier allows. These payments shall be made thirty (30) days prior to the due date.~~

~~37.8—Upon return from leave granted pursuant to Article 37.1 and 37.2, the teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.~~

~~37.9—All extension, renewals, or modifications of leaves shall be requested in writing and granted in writing.~~

~~37.10—Extended leaves of absence will be granted only upon completion of five (5) years in the Portsmouth School System. Requests for leaves of absences after July 15 will only be granted if a suitable replacement can be found.~~

~~37.11—All leave of absence requests shall be forwarded to the School Board through the Superintendent. Leaves of absences will be granted on the condition of a January 5 notification of intent to return.~~

~~37.12—Any teacher returning from a leave of absence shall return only at the beginning of a school year, unless otherwise provided by the BOARD.~~

### **Article 38**

#### **SABBATICAL LEAVE**

38.1 Upon recommendation of the Superintendent of Schools, sabbatical leaves may be granted to members of the bargaining unit by the BOARD. Should the Superintendent fail to recommend sabbatical leave(s), the teacher(s), involved may appeal the Superintendent's decision directly to the BOARD.

38.2 The BOARD will budget for three (3) sabbatical leaves annually. The BOARD may grant up to three (3) sabbaticals annually based on the merit of these requests. If denied, reasons in writing will be sent to the candidates.

38.3 No more than three (3) sabbatical leaves will be granted simultaneously.

38.4 The teacher must have completed five (5) consecutive years in the Portsmouth School System.

38.5 The teacher will be paid half salary with full benefits for a one-year leave or full pay and benefits for a half-year leave.

38.6 Requests for leave must be received by the Superintendent in writing no later than February 1, and action must be taken by the BOARD no later than March 15.

38.7 Teachers who have been granted a sabbatical in March recognize that the sabbatical may be delayed until a suitable teaching replacement can be found. A final determination will be made no less than three weeks before the sabbatical is scheduled to begin. Any determination to delay a sabbatical shall not be subject to the grievance procedure outlined in Article 32.

38.8 Requests for sabbatical leave may be granted by the BOARD for any reason; however, the leave must be of a significant nature and value.

38.9 Before leaving for sabbatical leave, the teacher will agree in writing to continue working in the system for at least two (2) years. Upon the teacher's return, he/she will be paid on the step he/she would have received if leave had not been taken. A report of the sabbatical will be made to the Superintendent and BOARD upon completion of the leave.

**Article 39**  
**INSURANCE**

Effective July 1, 2019, Each employee will be offered the Consumer Driven Health Plan offered through SchoolCare ("the CDHP").

Formatted: Font color: Red

Effective July 1, 2019, the District will pay 95% of the premium cost for single, two person or family coverage and employees will pay 5% of the premium cost.

Formatted: Font color: Red

Formatted: Not Strikethrough

Effective July 1, 2020 the District will pay 94% of the premium cost for single, two person or family coverage and employees will pay 6% of the premium cost.

Formatted: Font color: Red

Effective July 1, 2021 the District will pay 93.75% of the premium cost for single, two person or family coverage and employees will pay 6.25% of the premium cost.

In November 2021, if the CDHP\* exceeds the threshold levels for the "Cadillac Tax" under the ACA the Employer and the Association will reopen Article 39-Insurance for negotiations with the express intent of identifying a healthcare plan that complies with the ACA and does not result in the imposition of the so called "Cadillac Tax". If the parties cannot agree on a proposed plan, the plans shall be submitted to binding arbitration no later than April 1, 2022. The parties shall mutually agree to the selection of the Arbitrator.

Formatted: Font color: Red

Formatted: Font color: Red

\*The CBA defines CDHP as SchoolCare's high deductible plan currently known as the Yellow Open Access with Choice Fund Consumer Driven Health Plan.

Formatted: Font color: Red

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

39.1b Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this three (3) year agreement - such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

39.1c The BOARD will setup an IRS 125 Premium Conversion Plan which will allow each employee to choose to pay his/her portion of the health insurance premium with pretax dollars.

39.2 The District shall pay one hundred percent (100%), SchoolCare – Plan 2 1500 Max (DPO2C), with no deductible, family plan.

Formatted: Font color: Red

~~39.3 The BOARD need not provide health insurance coverage if the employee is already covered under the same or a similar health plan. 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.~~

~~39.1a Each employee will be covered by BC/BS Comp 100 Managed Care or equal and comparable coverage for an individual, two person, or family plan. The District will also provide a medical rider to cover a maximum of one million dollars (\$1,000,000).~~

~~Should employees choose, they may participate in the BC/BS Blue Choice One (1) program rather than the Comp 100 Managed Care plan. Selection of the plan by the employee will be made prior to each plan year. An employee exercising this option to switch between Blue Choice One (1) and Comp 100-MC (or vice versa) shall provide written notice to the School Board and NHMA Insurance Trust by April 1 prior to the start of the plan year (July 1 through June 30). Effective July 1, 2008 or as practicable thereafter, the District may offer two (2) additional optional plans based upon Blue Choice One and Matthew Thornton plans with premium share as described below. Co-pay shall be twenty dollars (\$20.00) for office visits, fifty dollars (\$50.00) for emergency room visits, and \$10/\$20/\$30 for 30-day retail or 90-day mail order prescriptions.~~

~~The premium share for the Comp 100-MC, Blue Choice One, and the new Blue Choice optional plans shall be as follows:~~

~~Comp 100-MC and Blue Choice~~

~~Year Employer Share Employee Share~~

<del>Year</del>	<del>Employer Share</del>	<del>Employee Share</del>
<del>2014-2015</del>	<del>80%</del>	<del>20%</del>

~~The School Board will offer employees the option of electing health insurance under the Matthew Thornton Plan and the new optional Matthew Thornton plan so long as it is offered by the NHMA Health Insurance Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium.~~

~~If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 100-MC and Blue Choice as set forth above:~~

~~Matthew Thornton~~

~~Year Employer Share Employee Share~~

<del>Year</del>	<del>Employer Share</del>	<del>Employee Share</del>
<del>2014-2015</del>	<del>84.5%</del>	<del>15.5%</del>

~~On March 13, 2015/Pay Period 13, the teachers shall move to two health care plans Blue Choice \$5.00 co-pay RX 10/20/45 (80%/20%) premium split and Matthew Thornton Blue \$5.00 co-pay RX 3/15/1 (84.5%/15.5%) premium split.~~

~~Beginning in year four (July 1, 2017), the Association shall move to the Consumer Driven Health Plan offered through SchoolCare ("the CDHP"). The District will pay 95% of the premium cost for single, two person or family coverage and employees will pay 5% of the premium cost.~~

~~In November 2016 if the CDHP<sup>2</sup> exceeds the threshold levels for the "Cadillac Tax" under the ACA the Employer and the Association will reopen Article 39 Insurance for negotiations with the express intent of identifying a healthcare plan that complies with the ACA and does not result in the imposition of the so-called "Cadillac Tax". If the parties cannot agree on a proposed plan, the plans shall be submitted to binding arbitration no later than April 1, 2017. The parties shall mutually agree to the selection of the Arbitrator.~~

~~<sup>2</sup>The CBA defines CDHP as SchoolCare's high deductible plan currently known as the Consumer Driven Health Plan.~~

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

~~39.1b Should the parties agree in writing to establish a cafeteria-style plan dealing in insurance issues during the course of this three (3) year agreement – such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.~~

~~39.1c The BOARD will setup an IRS-125 Premium Conversion Plan which will allow each employee to choose to pay his/her portion of the health insurance premium with pretax dollars.~~

~~39.2 The District shall pay one hundred percent (100%) Delta Dental Plan Number 1, with no deductible, family plan. Effective July 1, 2017, the School Board shall enroll all eligible members in the SchoolCare – Plan 2 1500 Max (DPO2C).~~

~~39.3 The BOARD need not provide health insurance coverage if the employee is already covered under the same or a similar health plan. 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.~~

#### **Article 40**

#### **DISABILITY INSURANCE**

The School Board will self-insure or purchase income protection insurance for each teacher who works at least fifteen (15) hours or more per week to begin no sooner than the 91st day of disability. Payments shall equal 66 2/3% of the monthly salary of the teacher at the date of disability. Said insurance will run until age 65 and shall be coordinated with social security benefits. It is understood that a teacher shall not accept benefits under the income protection plan and simultaneously borrow time from the sick bank.

The teacher and the school system shall be joint beneficiaries of this insurance. Should a disabled teacher owe days to the sick bank at the time he/she accepts payment under the income protection plan, it is agreed that these days will be repaid from the insurance proceeds, equally over five (5) years.

#### **Article 41**

#### **LIFE INSURANCE**

The School Board will purchase term life insurance for each teacher who works at least fifteen (15) hours or more per week in an amount equal to two (2) times the annual income of the teacher. In the event that a teacher dies while under contract to the school system, any sick leave borrowed from the sick bank will be repaid to the school system from the proceeds of the insurance. The balance of the proceeds will be turned over to the beneficiary named by the teacher. Additional life insurance may be purchased by the teacher. The teachers will pay for this insurance on a monthly basis through payroll deduction. It is understood that employees age 70 and over will have their benefits reduced in accordance with the certificate schedule attached as Attachment #1 to this Contract.

#### **Article 42**

##### **POLICIES**

The BOARD will provide the ASSOCIATION with copies of all insurance policies under which employees are covered.

#### **Article 43**

##### **RETIREMENT PROVISIONS**

43.1 The BOARD agrees to pay 85% of all short term leave of absence days, not to exceed one hundred and ninety (190) days for employees hired on or before June 30, 1996, in a cash payment at the per diem rate which the teacher last earned, to any teacher who retires from the system under N.H. State Retirement Laws or voluntarily resigns his or her employment if the teacher has completed ten (10) or more years in the system. It is understood that employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this contract but shall receive no payout for accumulated short-term leave of absence days either upon retirement or voluntary resignation.

43.2 If a teacher wishes early payout of accrued leave in accordance with paragraph 43.1, the retiring or resigning teacher may notify the Superintendent by December 15th prior to the year of the first payment of accumulated sick leave. This will enable the employee at his/her discretion to receive this payment of accumulated sick leave over a one (1), two (2), or three (3) year period. It is understood that once a teacher accepts the first payment under the single/multi-year payout plan that he/she may no longer withdraw his/her notice of retirement or resignation.

#### **Article 44**

##### **WORKERS' COMPENSATION**

Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes. The BOARD will pay the difference between Workers' Compensation and regular salary (gross, less FICA, withholding and retirement at the time of the injury).

#### **Article 45**

##### **STUDENT APPROPRIATION**

An appropriation equal to three dollars (\$3.00) per student in elementary schools shall be placed in the budget. The expenditure of this money will be decided jointly by the Principal and teachers in each school.

### **SECTION V - SALARIES**

#### **Article 46**

##### **PROFESSIONAL DEVELOPMENT AND ADVANCED DEGREE PAYMENT**

46.1 The BOARD agrees to budget for professional growth each year. The amount will equal one-third (1/3) of the number of staff members times the cost of one four (4) credit graduate course in a matriculating program at the University of New Hampshire. These funds may be used for course reimbursement, conferences, workshops and enrichment programs that clearly and substantially support the teacher's specific job assignment, district-wide initiatives, or for re-training or cross-certification at the approval of the administration.

46.2 A committee, comprised of teachers and administrators will develop a schedule of deadline dates and how the disbursements will be allotted.



46.3 Only staff development hours in excess of those necessary to achieve certification will be counted toward the Advanced Degree Schedule, limited to five (5) credits every three (3) years. Such credits for advanced degree payments must be or directly related to the improvement or accomplishment of the teaching assignment. The Committee will approve and establish an expanding set of in-house professional development opportunities that will be credit-bearing on the advanced degree schedule. These opportunities will be extended courses on current topics for the purposes of increasing professional growth. The Committee will review proposals from staff to offer in-house courses. Teachers offering in-house courses will receive a \$50 per hour stipend.

Transfer requests must be made on or before September 1 in order to be credited to the current year's contract.

46.4 Course reimbursement will be paid within four (4) to six (6) weeks upon proof of payment with original receipts. If a teacher drops a course, he/she must notify Central Office immediately and must reimburse the District either through payroll deduction or cash payment within two (2) weeks of said notification. The teacher must provide official evidence, within two (2) weeks of receiving notification, of a minimum grade B or better. If said grade(s) is not obtained, the teacher must reimburse the District either through payroll deduction or cash payment within two (2) weeks.

46.5 Adjustments will be made to contracts for any course work completed prior to September when a transcript of official documentation of a minimum grade of B or its equivalent is received in Central Office on or before September 1.

It is the employee's responsibility to notify Central Office that an adjustment should be made. No adjustments will be made after September 1.

Adjustments will be made only for credits that clearly and substantially support the teacher's specific job assignment.

Credits that substantially duplicate other units will not receive salary credit. A teacher who has completed course work, but whose documentation will not be completed until after September 1, will be entitled to an appropriate adjustment if an appropriate official of the School the teacher is attending certifies that the course work has been completed by letter to the Superintendent delivered prior to September 1, in many cases, a certification from the Professor will be acceptable.

#### **Article 47**

#### **HIRING HELP**

The BOARD agrees to make every effort to hire those teachers who are fully and appropriately certified or certifiable. The BOARD may hire certified or certifiable personnel on a lower step than their level of experience.

#### **Article 48**

#### **ADVANCED DEGREES**

Effective July 1, 2003, all teachers are required to have a Bachelor's Degree from an accredited institution of higher education. The district will pay a stipend for teachers who have attained additional coursework as described in Appendix A.

**Article 49**

**LONGEVITY AND INTERDISCIPLINARY COUNCIL**

It is understood the School Board over time wishes to re-allocate monies traditionally dedicated to Longevity compensation to be available to reward highly effective teachers who achieve Model Teacher status. As such, 2014-15 will be the last year teachers will achieve one of the three levels outlined in the contract; those who have attained a level of longevity will continue to receive an annual stipend.

Teachers with more than 25 years of service in the District as of July 1, 2014 will continue to receive a stipend in the amount of \$4,544 for participation on the Interdisciplinary Council. All teachers who receive the Interdisciplinary Council stipend will continue to receive, annually, \$4,544 until the teacher retires or resigns. Similarly, teachers, after 13 years or after 16 years in the Portsmouth School, will continue to receive stipends of \$3,099 and \$3,722 respectively. It is further understood that a teacher receiving a longevity stipend is not precluded from achieving model teacher status; however, beginning July 1, 2015, no additional members of the bargaining unit will receive longevity.

**Article 50**

**LEADERSHIP**

50.1 50.1 The BOARD shall employ Department Heads, Team Leaders and Coordinators all of whom shall be paid a stipend in addition to their teaching responsibilities. While these leadership positions include teaching responsibilities; assignments will be flexible based upon district needs and job assignment. These leadership positions will be evaluated by the Principal / or Administrator and will serve at the discretion on the Superintendent. These leadership positions may be required to work additional days as part of their overall responsibilities, but only upon prior approval of the Principal / Administrator.

Formatted: Font color: Red

50.2 Department Heads, Team Leaders and coordinators in special education and performing arts will be paid accordingly.

50.3 All Department Heads will be required to teach a full schedule of classes. Department Heads' duties will be instructional teaching, coaching, curriculum, budget, schedule supervision, and aiding the classroom teacher in any way possible within his/her area.

Formatted: Font color: Red

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Font: Bold, Underline, Font color: Red

Department Heads will be paid \$4,500 plus \$75.00 for each teacher under their supervision.

50.4 Team Leaders (Middle School) will be required to teach a full schedule of classes and will be paid \$3,500.

Formatted: Font color: Red

50.5 Coordinators will be paid \$4,500 plus \$75.00 for each teacher under their supervision. Special Education and Performing Art will be included as Coordinators.

Formatted: Font: Not Bold, No underline

50.6 All leadership positions shall be posted every three (3) years. An employee may not hold more than one leadership role at a time. All leadership positions may serve a maximum of two (2) consecutive three (3) year terms. Exceptions will be granted as mutually agreed by the Association President and the Superintendent.

Formatted: Font: Bold, Underline, Font color: Red

~~The BOARD shall employ Department Heads, Team Leaders and Coordinators. Department Heads will be paid a stipend in addition to their teaching responsibilities. While these leadership positions include teaching responsibilities; assignments will be flexible based upon district needs and job assignment. These leadership positions will be evaluated by the Principal / or Administrator and will serve at the discretion on the Superintendent. These leadership positions may be required to work additional days as part of their overall responsibilities, but only upon prior approval of the Principal / Administrator.~~

~~50.2 Department heads, team leaders and coordinators in special education and performing arts will be paid accordingly.~~

Formatted: Justified

~~50.3 Department Heads will be required to teach a full schedule of classes. Department Heads' duties will be teaching, curriculum, budget, schedule supervision, and aiding the classroom teacher in any way possible within his/her area.~~

~~Department Heads will be paid \$4,500 plus \$75.00 for each teacher under their supervision.~~

~~50.4 Team Leaders (Middle School) will be paid \$3,500.~~

~~50.5 Coordinators will be paid \$4,500 plus \$75.00 for each teacher under their supervision. Special Education and Performing Art will be included as Coordinators.~~

~~50.6 Model Teachers will be paid a stipend equal to 7.5% of the interval salary beginning in the 2017-18 school year.~~

~~50.7 Teacher Quality Panel will be paid a stipend of \$3,000 effective 2015/2016 School Year.~~

#### Article 51

#### SALARY PAYMENT SCHEDULE

Each teacher may choose to be paid in either twenty-one (21) or twenty-six (26) payments, biweekly, starting with the first School Department payday after the start of the school year in September. The Business Department must be notified by the end of the previous school year if the payment schedule for the following year is to change. Once a teacher requests either the twenty-one (21) or twenty-six (26) payments, no change may be made in this schedule until the following year. Teachers electing the 26 payment option, will receive the last 5 payments in their last check in the fiscal year in one lump sum.

Formatted: Font: Bold, Underline, Font color: Red

#### Article 52

#### SALARY SCHEDULE

The Salary increases will be as follows:

~~2014-2015 — 2.9% (retroactive to July 1, 2014).~~

Formatted: Strikethrough

~~2015-2016 — 2.0%~~

~~2016-2017 — 2.25%~~

~~2017-2018 — 2.5%~~

~~2018-2019 — 2.0%~~ 2019-2020: Rolling COLA, minimum of 2% and maximum of 5%

Formatted: Font: Bold, Underline, Font color: Red

2020-2021: 2.5%

2021-2022: 2.5%

Effective 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 annual increase in the CPI-U for the Boston-Cambridge-Newton—MA-NH all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Formatted: Font: (Default) Arial, Underline, Font color: Red

Formatted: Indent: Left: 0.5"

Thus if the CPI-U for the Boston SMSA calendar year 2003 (Nov. 2002-Nov. 2003) is 1.5% the applicable COLA Adjustment on July, 2004 would be 2%; if it is 3.5% the applicable COLA Adjustment would be 3.5%; if it is 5.5% the applicable COLA Adjustment would be 5.0%.

Formatted: Font: Bold, Underline, Font color: Red

The Salary Schedule shall be changed as indicated in Appendix A.

~~52.1 Both parties agree that teachers will progress to the next successive salary step as in the past for the 2014-15 school year.~~

Formatted: Strikethrough

~~Commencing in 2016-17, B~~ both parties agree that teachers will advance in salary by attaining Achievement Units (AUs) that allow teachers to move up the Interval Scale as described below. The intent of the AUs is to ground the compensation system in clear measures of growth in teacher practice as well as strong contributions to a professional learning community.

Formatted: Strikethrough

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Strikethrough

~~52.2.1 Annual Achievement Units. Three In 2015-2016 annual achievement units will be started to be worked on. Three~~ (3) prescribed AUs are required to move to the next interval. Two AU's associated with our professional learning community process are earned when SMART goals are approved and when results are reported. Awarding AUs for effective PLC work will not be dependent on a particular result in learning, but rather, submitting SMART goals and collecting evidence of student learning must suggest authentic implementation of PLC practice. The third AU is attained when the teacher completes a self-evaluation addressing all of Danielson's domains. ~~The District's Committee, consisting of teachers and administrators will serve as the quality review panel for the PLC process.~~

Formatted: Strikethrough

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Font color: Red

Formatted: Strikethrough

~~52.3.2 Additional Achievement Units: Beginning in the 2017-18 school year, it~~ is understood that teachers may advance an additional interval (three intervals) every two years. The ~~newly formed~~ Teacher Quality Panel will determine, ~~in 2015-16,~~ the menu of AU's for educators in all content areas and grade levels including the following areas:

Formatted: Strikethrough

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Font color: Red

Formatted: Strikethrough

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

- Professional Development activities, in-district courses and additional coursework in one's content area or pedagogy provided such activities are not being used for credit under the provisions of Advance Degree in Article 48.
- Contributions to colleagues
- Overall contributions to students, the school and district.

~~52.4.3 Tracking and Awarding of Achievement Units: The District's Committee will determine attainment of PLC Achievement Units. The building administrator will track completion of annual self-evaluation. The teacher will be responsible for submitting all professional development and transcripts of a B or better for all external coursework.~~

Formatted: Strikethrough

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Font color: Red

~~52.4 Administrators will track completion of the three (3) prescribed AUs. The teacher will be responsible for submitting all professional development and transcripts of a B or better for all external coursework.~~

Formatted: Font color: Red

Formatted: Font color: Red

~~52.5 Mentor Teacher. Any teacher with nine (9) or more years of successful teaching experience may provide evidence of highly effective teaching to the District's Teacher Quality Panel (TQP). The~~

Formatted: Font color: Red

Formatted: Font color: Red

TQP will review evidence against Danielson's domains and make recommendations to Assistant Superintendent for any teacher judged "distinguished" in all of Danielson's domains will earn mentor teacher status. There is no limit to the number of teachers who may be achieve mentor teacher status. Mentor teachers will earn a stipend equal to 8% of their teacher interval salary. Mentor teachers must show evidence of their professional contributions to their school and/or district staff. The TQP will determine criteria for such evidence and review the status of Mentor Teachers every three (3) years as aligned with the teacher's recertification cycle. There shall be no limit on the number of teachers who achieve Mentor Teacher status.

- Formatted: Font color: Red
- Formatted: Font color: Red
- Formatted: Font color: Red, Not Strikethrough
- Formatted: Not Strikethrough
- Formatted: Font: Bold, Underline, Font color: Red
- Formatted: Font color: Red
- Formatted: Not Strikethrough
- Formatted: Font color: Red
- Formatted: Font: Bold, Underline, Font color: Red
- Formatted: Font color: Red

Responsibilities for those who have achieved full mentor teacher status shall include:

- Support fellow teachers in developing skills in planning, instruction, and classroom management. Share your own experiences, ideas, beliefs, and management procedures to help the teachers to gain classroom confidence.
- Encourage fellow teachers to reflect on each lesson to gain further insights from his/her successes and challenges.
- Set up a specific time/day with fellow teachers to review future lesson plans. Make sure this gives the teacher ample time to modify accordingly.
- Mentor teachers will participate in district or school level committees, professional development planning, and help to review school policies and best practices.
- Mentor teacher classrooms will be open for observation for other teachers' growth.

52.6 Conditional Mentor Teacher- Any teacher who successfully demonstrates that they are "distinguished" in fifteen (15) out of the twenty-two (22) Danielson's domains will earn a stipend equal to 4% of their teacher interval salary. At least six (6) of fifteen (15) domains must be priorities. The teacher must complete the remaining seven (7) components within two (2) years according to TQP application deadlines. Any teacher who has not attained the Mentor Teacher status within two years will no longer be eligible to receive the Conditional Mentor Teacher stipend.

Formatted: Font color: Red

54.5 Model Teacher. Beginning in 2017-18, any teacher with nine (9) or more years of successful teaching experience may provide evidence of highly effective teaching to the District's Teacher Quality Panel (TQP). The TQP will review evidence against Danielson's domains and make recommendations to Assistant Superintendent for any teacher judged "distinguished" in all of Danielson's domains will earn model teacher status. There is no limit to the number of teachers who may be achieve model teacher status. Model teachers will earn a stipend equal to 7.5% of their teacher interval salary.

- Formatted: Strikethrough
- Formatted: Strikethrough
- Formatted: Strikethrough

## Article 53

### COACHING, EXTRA-CURRICULAR, AND STIPEND COMPENSATION

Formatted: Font color: Red

All coaching, extracurricular, and special services compensation will increase by two percent (2.0%) in 2020-2021. Any Portsmouth teacher will receive the following additional stipend (non-cumulative) for coaching a middle or high school sport:

Formatted: Font color: Red

<u>1<sup>st</sup> and 2<sup>nd</sup> year of coaching</u>	<u>\$255 per year</u>
<u>3<sup>rd</sup> through 7<sup>th</sup> year of coaching</u>	<u>\$510 per year</u>
<u>8<sup>th</sup> and more years of coaching</u>	<u>\$765 per year</u>

Any Portsmouth teacher coaching an elementary school sport for three or more years will receive a stipend of \$255 per year.

A Joint Labor Management Committee will be established to oversee the disbursement of Extra-curricular stipends with the goal to have equity within the district. This committee will meet at least three times annually to review the viability of current or proposed stipends and will make recommendations to the Association President and Superintendent regarding stipend adjustments. The Joint Labor Management Committee shall be comprised of one (1) individual from Elementary, Middle, and High School teacher as appointed by the Association President and one (1) Administrator from each level as appointed by the Superintendent.

Formatted: Font color: Red

A flexible spending pool for new activities will be established from unused activity stipends. Monies from this pool will be reallocated as approved by the Joint Management Committee.

Any employee requesting more than one stipend for the same related activity must seek prior approval from the Superintendent with input from the Association President.

All coaching, extra-curricular, and stipend positions shall be re-posted every three (3) years, with exception of high school class advisors which will be posted every four (4) years, starting with the beginning of this contract in 2019 continuing in 2022 and thereon every three (3) years.

<u>HIGH SCHOOL</u>	<u>0 – 2 Years</u>	<u>3 –7 Years</u>	<u>Over 8 Years</u>	<u>3-7 Years</u>	<u>Over 8 Years</u>
<u>Football (boys)</u>					
<u>Head Coach</u>	<u>5,506</u>	<u>5,768</u>	<u>6,045</u>		
<u>Assistants, 2</u>	<u>3,248</u>	<u>3,399</u>	<u>3,558</u>		
<u>Junior Varsity</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>		
<u>Freshman</u>	<u>2,498</u>	<u>2,610</u>	<u>2,727</u>		
<u>Assistant</u>	<u>2,047</u>	<u>2,135</u>	<u>2,231</u>		
<u>Basketball (boys)</u>					

<u>Head Coach</u>	<u>5,506</u>	<u>5,768</u>	<u>6,045</u>
<u>Junior Varsity</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>
<u>Freshman</u>	<u>2,498</u>	<u>2,610</u>	<u>2,727</u>
<u>Basketball (girls)</u>			
<u>Head Coach</u>	<u>5,506</u>	<u>5,768</u>	<u>6,045</u>
<u>Junior Varsity</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>
<u>Freshman</u>	<u>2,498</u>	<u>2,610</u>	<u>2,727</u>
<u>Baseball (boys)</u>			
<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>

**HIGH SCHOOL**      **0 – 2 Years**      **3 –7 Years**      **Over 8 Years**  
**(Continued)**

<u>Softball (girls)</u>			
<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
<u>Soccer (boys)</u>			
<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>

Soccer (girls)

<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>

Ice Hockey (boys)

<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>

Field Hockey (girls)

<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>

**HIGH SCHOOL**      **0 – 2 Years**      **3 –7 Years**      **Over 8 Years**  
**(Continued)**

Spring Track (boys)

<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>

Spring Track (girls)

<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>

Winter Track (boys)

<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
-------------------	--------------	--------------	--------------



<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
<u>Winter Track (girls)</u>			
<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>

**HIGH SCHOOL**

<u>(Continued)</u>	<u>0 – 2 Years</u>	<u>3 –7 Years</u>	<u>Over 8 Years</u>
<u>Volleyball (girls)</u>			
<u>Head Coach</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Freshman</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
<u>Swimming (boys/girls)</u>			
<u>Head Coach</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>
<u>Junior Varsity</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
<u>Fall Cheerleaders (girls)</u>			
<u>Head Coach</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>
<u>Assistant</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
<u>Winter Cheerleaders</u>			
<u>Head Coach</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>

<u>Junior Varsity</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
<u>Cross Country (boys)</u>			
<u>Head Coach</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Cross Country (girls)</u>			
<u>Head Coach</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>

**HIGH SCHOOL**      **0 – 2 Years**      **3 –7 Years**      **Over 8 Years**  
**(Continued)**

<u>Tennis (boys)</u>			
<u>Head Coach</u>	<u>2,497</u>	<u>2,609</u>	<u>2,727</u>
<u>Junior Varsity</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
<u>Tennis (girls)</u>			
<u>Head Coach</u>	<u>2,497</u>	<u>2,609</u>	<u>2,727</u>
<u>Junior Varsity</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
<u>Golf (boys)</u>			
<u>Head Coach</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Junior Varsity</u>	<u>1,150</u>	<u>1,205</u>	<u>1,262</u>
<u>Lacrosse (boys)</u>			
<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>
<u>Lacrosse (girls)</u>			
<u>Head Coach</u>	<u>3,550</u>	<u>3,716</u>	<u>3,889</u>
<u>Junior Varsity</u>	<u>2,347</u>	<u>2,450</u>	<u>2,561</u>

Ski Team (Coed)

<u>Head Coach</u>	<u>1,150</u>	<u>1,205</u>	<u>1,262</u>
-------------------	--------------	--------------	--------------

Unified Soccer (Coed)

<u>Head Coach</u>	<u>1,150</u>	<u>1,205</u>	<u>1,262</u>
-------------------	--------------	--------------	--------------

**HIGH SCHOOL**

**(Continued)**

Unified Basketball (Coed)

	<u>0 – 2 Years</u>	<u>3 –7 Years</u>	<u>Over 8 Years</u>
--	--------------------	-------------------	---------------------

<u>Head Coach</u>	<u>1,150</u>	<u>1,205</u>	<u>1,262</u>
-------------------	--------------	--------------	--------------

Unified Track (Coed)

<u>Head Coach</u>	<u>1,150</u>	<u>1,205</u>	<u>1,262</u>
-------------------	--------------	--------------	--------------

Wrestling

<u>Head Coach</u>	<u>2,948</u>	<u>3,083</u>	<u>3,225</u>
-------------------	--------------	--------------	--------------

<u>Junior Varsity</u>	<u>1,744</u>	<u>1,819</u>	<u>1,899</u>
-----------------------	--------------	--------------	--------------

Equipment Manager (fall)

	<u>2,196</u>	<u>2,294</u>	<u>2,397</u>
--	--------------	--------------	--------------

Equipment Manager (winter)

	<u>2,196</u>	<u>2,294</u>	<u>2,397</u>
--	--------------	--------------	--------------

Equipment Manager (spring)

	<u>2,196</u>	<u>2,294</u>	<u>2,397</u>
--	--------------	--------------	--------------

<u>MIDDLE SCHOOL</u>	<u>0 – 2 Years</u>	<u>3 –7 Years</u>	<u>Over 8 Years</u>
<u>Basketball (boys)</u>			
<u>Coach 2 @</u>	1,593	1,661	1,732
<u>Basketball (girls)</u>			
<u>Coach 2 @</u>	1,593	1,661	1,732
<u>Softball</u>			
<u>Coach 2 @</u>	1,294	1,346	1,404
<u>Soccer (boys/girls)</u>			
<u>Coach 4 @</u>	1,294	1,346	1,404
<u>Field Hockey (girls)</u>			
<u>Coach 2 @</u>	1,294	1,346	1,404
<u>Cross Country (boys/girls)</u>			
<u>Coach 1 @</u>	1,294	1,346	1,404
<u>Track (boys and girls)</u>			
<u>Coach 1 @</u>	1,294	1,346	1,404
<u>Volleyball</u>			
<u>Coach 2 @</u>	1,294	1,346	1,404
<u>Tennis</u>			
<u>Coach 1 @</u>	1,294	1,346	1,404

<u>ELEMENTARY</u>	<u>0 – 2 Years</u>	<u>3 –7 Years</u>	<u>Over 8 Years</u>
<u>Basketball (boys and girls)</u>			
Director 2 @	1,205	1,262	1,321
Coach 9 @	602	630	660
<u>Soccer (boys/girls)</u>			
Director	663	694	727
Coach 4 @	422	442	463
<u>Track (boys/girls)</u>			
Director	661	692	725
Coach 3 @	331	347	363
<u>Cross Country (boys/girls)</u>			
Coach 3 @	3337	3353	3630

**All activities in tiers are subject to movement around the tier ranges as determined throughout the duration of the contract by the Joint Management Committee.**

Formatted: Font: 12 pt, Font color: Red

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

Formatted: Font: 12 pt, Font color: Red

**Tier 1: \$250-\$1,000**

**Band Tech x4 \$TBD**

Formatted: Font: (Default) Arial, Font color: Red

**Tier 2: \$1,150**

Formatted: Font: 12 pt, Font color: Red

Formatted: Font: (Default) Arial, Font color: Red

**High School**

Formatted: Font: 12 pt, Font color: Red

**National Honors Society Advisor x2**

Formatted: Font: (Default) Arial, Font color: Red

**Debate Club x1**

Formatted: Font: 12 pt, Font color: Red

**Chess Club x1**

Formatted: Font: (Default) Arial, Font color: Red

**Granite State Challenge x1**

Formatted: Font: 12 pt, Font color: Red

**History Club Advisor x1**

Formatted: Font: (Default) Arial, Font color: Red

**Literary Magazine Advisor x1**

Formatted: Font: 12 pt, Font color: Red

**PHS Vocal x1**

Formatted: Font: (Default) Arial, Font color: Red

**Model UN x1**

Formatted: Font: 12 pt, Font color: Red

**Japan Club x1**

Formatted: Font: (Default) Arial, Font color: Red

**French Club x1**

Formatted: Font: 12 pt, Font color: Red

<u>Spanish Club x1</u>	Formatted	... [1]
<u>Ultimate Frisbee x1</u>	Formatted	... [2]
<u>Peer Leadership x1</u>	Formatted	... [3]
<u>Educators Rising Advisor x1</u>	Formatted	... [4]
<u>Culinary Club Advisor x1</u>	Formatted	... [5]
<u>Business Club Advisor x1</u>	Formatted	... [6]
<u>Auto Tech Advisor x1</u>	Formatted	... [7]
<u>Band Tech x2</u>	Formatted	... [8]
<u>Holiday Ensemble x1</u>	Formatted	... [9]
<u>Spring Wind Ensembles (woods, brass, jazz, drum) x2</u>	Formatted	... [10]
<u>Drama - Spring Festival x1</u>	Formatted	... [11]
<u>Joint Management Committee x1</u>	Formatted	... [12]
<u>Cycling Club x1</u>	Formatted	... [13]
<u>Sailing Club x1</u>	Formatted	... [14]
<u>Newspaper Advisor x1</u>	Formatted	... [15]
<b><u>PMS</u></b>	Formatted	... [16]
<u>Art Club x1</u>	Formatted	... [17]
<u>Geo Bee x1</u>	Formatted	... [18]
<u>Chess Club x1</u>	Formatted	... [19]
<u>Electronics x1</u>	Formatted	... [20]
<u>Student Aspirations Advisor x1</u>	Formatted	... [21]
<u>Wordsmith Club x1</u>	Formatted	... [22]
<u>Bowling Club x1</u>	Formatted	... [23]
<u>Chamber Singers x1</u>	Formatted	... [24]
<u>Fall Instrumental Ensemble (woods, brass, jazz, percussion) x2</u>	Formatted	... [25]
<u>Spring Instrumental Ensemble (woods, brass, jazz, percussion) x2</u>	Formatted	... [26]
<u>Math Counts x1</u>	Formatted	... [27]
<u>Student Council Advisor x2</u>	Formatted	... [28]
<u>Newspaper Advisor x1</u>	Formatted	... [29]
<u>Ice Skating Club x1</u>	Formatted	... [30]
<b><u>Tier 2 cont.</u></b>	Formatted	... [31]
<u>Mountain Biking Club x1</u>	Formatted	... [32]
<u>Gardening Club x1</u>	Formatted	... [33]
<u>Drama - Music Director x1</u>	Formatted	... [34]
<u>Joint Management Committee x1</u>	Formatted	... [35]
<b><u>Elementary</u></b>	Formatted	... [36]
<u>Student council x3</u>	Formatted	... [37]
<u>Chess Club x3</u>	Formatted	... [38]
<u>School Store x3</u>	Formatted	... [39]
<u>Yearbook Advisor x1</u>	Formatted	... [40]
<u>Safety Patrol x3</u>	Formatted	... [41]
<u>Drama x3</u>	Formatted	... [42]
<u>Enrichment x6</u>	Formatted	... [43]
<u>Joint Management Committee x1</u>	Formatted	... [44]
<b><u>Tier 3 (\$1,750)</u></b>	Formatted	... [45]
<b><u>High School</u></b>	Formatted	... [46]
	Formatted	... [47]
	Formatted	... [48]
	Formatted	... [49]

Freshman Class Advisor x2  
Sophomore Class Advisor x2  
Junior Class Advisor x2  
Senior Class Advisor x2  
Student Council Advisor x1  
Madrigal Singers x1  
Fall Color Guard x1  
Winter Color Guard x1  
Associate Band Director (level 3) x1  
Yearbook Advisor x2  
Drama - Spring Show x1  
Student to Student x1  
Robotics Team x1  
Math Team Advisor x2  
Interact x1

PMS  
Ski and Snowboard Club x2  
Grade 6 Basketball Coordinator x1  
Yearbook Advisor x1  
Drama – Director x1

Elementary  
Band Conductor x3

Tier 4 (\$2,500-\$6,050)  
High School  
Marching Band Director (Level 1) x1 (\$6,050)  
Assistant Band Director (Level 2) x1 (\$3,300)  
Concert Percussion Ensemble x1 (\$3,300)  
Drama - Musical Director x1 (\$6,050)  
Drama - Musical Conductor x1 (\$3,300)  
TQP – \$3,000

PMS  
After School Activities Director x1 (\$6050)  
TQP – \$3,000

Elementary  
TQP – \$3,000

**COACHING, EXTRA-CURRICULAR, AND SPECIAL SERVICES COMPENSATION**

All coaching, extracurricular, and special services compensation will increase by two percent (2.0%) in 2014-15 and in 2016-2017 and in 2018-2019. Any Portsmouth teacher will receive the following additional stipend (non-cumulative) for coaching a middle or high school sport:

- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red, Not Strikethrough
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: (Default) Arial, Font color: Red
- Formatted: Font: 12 pt, Font color: Red, Not Strikethrough
- Formatted: Font: 12 pt, Font color: Red
- Formatted: Font: 12 pt, Font color: Red, Not Strikethrough

1 <sup>st</sup> and 2 <sup>nd</sup> year of coaching	\$255 per year
3 <sup>rd</sup> through 7 <sup>th</sup> year of coaching	\$510 per year
8 <sup>th</sup> and more years of coaching	\$765 per year

Any Portsmouth teacher coaching an elementary school sport for three or more years will receive a stipend of \$255 per year.

A Joint Labor Management Committee will be established to oversee the disbursement of Extra-curricular stipends with the goal to have equity within the district.



<u>HIGH SCHOOL</u>	<u>2014-2015 0-2 Years</u>	<u>2014-2015 3-7 Years</u>	<u>2014-2015 Over 8 Years</u>	<u>3-7 Years</u>	<u>Over 8 Years</u>
Football (boys)					
— Head Coach	5,292	5,545	5,810		
— Assistants, 2	3,422	3,267	3,420		
— Junior Varsity	2,834	2,964	3,100		
— Freshman	2,401	2,509	2,622		
— Assistant	1,968	2,052	2,144		
Basketball (boys)					
— Head Coach	5,292	5,545	5,810		
— Junior Varsity	2,834	2,964	3,100		
— Freshman	1,968	2,052	2,144		
Basketball (girls)					
— Head Coach	5,292	5,545	5,810		
— Junior Varsity	2,834	2,964	3,100		
— Freshman	1,968	2,052	2,144		
Baseball (boys)					
— Head Coach	3,412	3,572	3,739		
— Junior Varsity	2,256	2,357	2,462		
— Freshman	1,677	1,749	1,826		
Softball (girls)					
— Head Coach	3,412	3,572	3,739		
— Junior Varsity	2,256	2,357	2,462		
— Freshman	1,677	1,749	1,826		

	<u>0--2 Years</u>	<u>3--7 Years</u>	<u>Over 8 Years</u>
<b>HIGH SCHOOL (Continued)</b>			
Soccer (boys)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462
— Freshman	1,677	1,749	1,826
Soccer (girls)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462
— Freshman	1,677	1,749	1,826
Ice Hockey (boys)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462
Field Hockey (girls)			
— Head Coach	3,412	3,572	3,739
— Assistant	2,256	2,357	2,462
— Junior Varsity	2,256	2,357	2,462
— Freshman	1,677	1,749	1,826
Spring Track (boys)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462
— Freshman	1,677	1,749	1,826

	<u>0-2 Years</u>	<u>3-7 Years</u>	<u>Over 8 Years</u>
<b>HIGH SCHOOL (Continued)</b>			
Spring Track (girls)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462
Winter Track (boys)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462
— Freshman	1,677	1,749	1,826
Winter Track (girls)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462
Volleyball (girls)			
— Head Coach	2,834	2,964	3,100
— Junior Varsity	1,968	2,052	2,462
— Freshman	1,677	1,749	1,826
Swimming (boys/girls)			
— Head Coach	2,834	2,964	3,100
— Junior Varsity	1,677	1,749	1,826
Fall Cheerleaders (girls)			
— Head Coach	2,834	2,964	3,100
— Assistant	1,677	1,749	1,826

	<u>0-2 Years</u>	<u>3-7 Years</u>	<u>Over 8 Years</u>
<u>HIGH SCHOOL (Continued)</u>			
Winter Cheerleaders			
— Head Coach	2,834	2,964	3,100
— Junior Varsity	1,677	1,749	1,826
Cross-Country (boys)			
— Head Coach	2,834	2,964	3,100
— Junior Varsity	1,968	2,052	2,462
Cross-Country (girls)			
— Head Coach	2,834	2,964	3,100
Tennis (boys)			
— Head Coach	2,401	2,509	2,622
Tennis (girls)			
— Head Coach	2,401	2,509	2,622
Golf (boys)			
— Head Coach	2,256	2,357	2,462
Lacrosse (boys)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462
Lacrosse (girls)			
— Head Coach	3,412	3,572	3,739
— Junior Varsity	2,256	2,357	2,462

	<u>0-2 Years</u>	<u>3-7 Years</u>	<u>Over 8 Years</u>
<b>HIGH SCHOOL (Continued)</b>			
Equipment Manager (fall)	2,411	2,205	2,304
Equipment Manager (winter)	2,411	2,205	2,304
Equipment Manager (spring)	2,111	2,205	2,304
<b>MIDDLE SCHOOL</b>			
	<u>0-2 Years</u>	<u>3-7 Years</u>	<u>Over 8 Years</u>
Basketball (boys)			
—— Coach 2 @	4,532	4,597	4,665
Basketball (girls)			
—— Coach 2 @	4,532	4,597	4,665
Baseball			
—— Coach 2 @	1,244	1,295	1,349
Lacrosse			
—— Coach 2 @	1,244	1,295	1,349
Softball			
—— Coach 2 @	1,244	1,295	1,349
Soccer (boys/girls)			
—— Coach 4 @	1,244	1,295	1,349
Field Hockey (girls)			
—— Coach 2 @	1,244	1,295	1,349

<u>MIDDLE SCHOOL</u> (Continued)	<u>0—2 Years</u>	<u>3—7 Years</u>	<u>Over 8 Years</u>
Cross-Country (boys/girls)			
—— Coach 1 @	1,244	1,295	1,349
Track (boys and girls)			
—— Coach 1 @	1,244	1,295	1,349
Volleyball			
—— Coach 2 @	1,244	1,295	1,349
<u>ELEMENTARY</u>			
Basketball (boys and girls)			
—— Director 2 @	1,159	1,159	1,159
—— Coach 9 @	579	579	579
Soccer (boys/girls)			
—— Director	638	638	638
—— Coach 4 @	405	405	405
Track (boys/girls)			
—— Director	636	636	636
—— Coach 3 @	318	318	318
<u>HIGH SCHOOL</u>			
—— Amigos (3)		1,655	
—— Chess Club		1,101	
—— Freshman Class Advisor (2)		1,390	
—— Granite State Challenge		956	
—— Junior Class Advisor (2)		1,681	

**HIGH SCHOOL**  
**(Continued)**

—— Junior-World-Council-Advisor	1,684
—— Literary-Magazine-Advisor	1,390
—— Math-Team-Advisor	1,101
—— National-Honor-Society-(2)	1,101
—— Newspaper-Advisor	1,101
—— Senior-Class-Advisor	2,260
—— Sophomore-Class-Advisor-(2)	1,390
—— Student-Council-Advisor	1,684
—— Yearbook-Advisor-(2)	2,260

**Music**

—— Assistant-Band-Instructor	3,129
—— Color-Guard	1,655
—— Concert-Percussion-Ensemble	3,311
—— Madrigal-Singers	1,655
—— Marching-Band-Director	—— 5,810
—— Fall-Instrumental-Instructor-HS	2,649
—— Fall-Instrumental-Instructor-MS	1,655
—— Fall-Instrumental-Instructor-Elem	662
—— PHS-Vocal-Ensemble	1,103
—— PHS-Spring-Instrumental-Ensemble	1,655

**HIGH School (Continued)**

**Voc**

—— Audio Tech Advisor	1,655
—— FBLA Advisor	1,655
—— FCCLA Advisor	1,655
—— Skills Advisor	1,655

**Drama**

—— Drama Coordinator-Fall Musical	5,303
—— Drama Spring Festival	1,655
—— Drama Spring Show	1,655
—— Drama Musical Conductor	3,311

**Enrichment**

—— Destination Imagination Coaches	956
—— Destination Imagination Coordinator	1,101

**Sped**

—— Special Olympics Coaches (2)	1,972
---------------------------------	-------

**MIDDLE SCHOOL**

—— Art Club	956
—— Bowling Club	956
—— Chess Club	956
—— Math Counts (2)	956
—— Newspaper Advisor	956
—— Ski and Snowboard Club (2)	1,390
—— Student Council Advisor (2)	956

**MIDDLE SCHOOL (Continued)**

—— Student Aspiration Advisor (2)	956
—— Yearbook Advisor	1,390



Music

— Chamber Singers	956
— Fall Instrumental Ens.	956
— Spring Instrumental Ens.	956

ELEMENTARY

(Numbers vary per building)

— Safety Patrol	956
— Chess Club	956
— Peer Leadership	956
— Student Council	956
— School Store	956
— Yearbook Advisor	956

Music

— Band Conductor (2)	1,682
----------------------	-------

**Article 54  
POSTINGS**

54.1 The Superintendent shall provide the President of the ASSOCIATION, and have posted in each school, a list of vacancies and/or openings within the Portsmouth School System as frequently as the openings arise. This is to include all openings, full or part-time, co- or extra-curricular, federal, or special programs.

54.2 All open co- or extra-curricular positions and coaching positions will be posted in each school within the system. All qualified candidates within the system at the time of the opening will be interviewed. It is desirable to employ certified personnel whenever possible.

**Article 55  
EXTRA PAYMENT SCHEDULE**

55.1 Payments for extra-curricular assignments and travel will be made in two (2) installments; the first pay period in December and the last pay period in June.

55.2 Payment schedule for coaches (less any deductions for loss of time and other deductions mutually agreed upon by both parties and authorized in writing by the teacher) will be:

Fall sports	First pay period in October
Winter sports	First pay period in February
Spring sports	First pay period in May

**Article 56**  
**NEW POSITIONS**

In the event the school department establishes an entirely new co-curricular position, the School Department shall establish the rate for said position after consultation with the Association. If the Association disagrees with the rate to be established by management, it may negotiate for higher/lower compensation. During the pendency of such negotiation, the rate as established by the department shall be used if the job is filled. If a higher compensation is ultimately negotiated, it shall be retroactive to the first date that the new position was filled (in the absence of an agreement to the contrary between both parties). It is understood that the new position will be included in the first subsequent collective bargaining agreement forwarded to the City Council for approval.

~~Article 57~~

~~NO CHILD LEFT BEHIND ACT~~

~~In the event any school in the School District is required under Title I of the NCLBA of 2001 to develop an improvement plan, the parties agree that the BOARD, notwithstanding any other provision in this agreement, may assign employees to and from that school and make reasonable modifications to the duties and/or hours of employees assigned to the school. The BOARD agrees to provide thirty (30) days written notice before transferring any teacher and agrees to bargain the impact of any teacher affected by the NCLBA.~~

~~Article 58~~

~~DURATION~~

This Agreement shall be effective July 1, ~~2014~~2019 and shall expire on June 30, ~~2019~~2022.

**SIGNATURES**

As Approved by the Portsmouth City Council, \_\_\_\_\_.

For the Portsmouth  
School Board:

For the Association  
of Portsmouth Teachers:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Chief Negotiator

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

\_\_\_\_\_  
NEA/NH Representative

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Underline, Font color: Red

Formatted: Strikethrough

Formatted: Font: Bold, Underline, Font color: Red

Formatted: Strikethrough

Formatted: Font: Bold, Underline, Font color: Red

**APPENDIX A  
SALARY SCHEDULE**

	2019-2020	2020-2021	2021-2022
Interval (1)	45560	46699	47867
Interval (2)	46927	48100	49303
Interval (3)	48335	49543	50782
Interval (4)	49785	51030	52306
Interval (5)	51278	52560	53874
Interval (6)	52817	54137	55490
Interval (7)	54402	55762	57156
Interval (8)	56033	57433	58869
Interval (9)	57714	59156	60635
Interval (10)	59446	60932	62455
Interval (11)	61230	62760	64329
Interval (12)	63066	64642	66258
Interval (13)	64959	66583	68247
Interval (14)	66907	68580	70294
Interval (15)	68914	70637	72403
Interval (16)	70982	72756	74575

**ADVANCED DEGREE TRACK**

	2019-2020	2020-2021	2021-2022
<b>Track B</b>	<b>0-12</b>	<b>13(FY16)</b>	<b>13(FY14)</b>
<b>Track C</b>	2897	4488	6078
<b>Track D</b>	7076	8987	10842
<b>Track E</b>	7823	9791	11758
<b>Track F</b>	8568	10903	12618
<b>Track G</b>	10061	12200	14338
	11556	13807	16059
		<b>0-12</b>	<b>13(FY16)</b>
		2969	4600
		7253	9212
		8019	10036
		8782	11175
		10313	12505
		11844	14152
			16460
		<b>0-12</b>	<b>13</b>
		3043	6386
		7434	11390
		8219	12353
		9002	13257
		10571	15064
		12141	16872

**LONGEVITY**

Teachers who received longevity in 14-15 will continue at the same level reached by this year.

No new longevity will be added.

	2019-20	2020-21	2021-22
After 13 years	3,099	3,099	3,099
After 16 years	3,722	3,722	3,722
After 25 years	4,544	4,544	4,544

**APPENDIX-A  
SALARY SCHEDULE**

	2014-15	2015-16	2016-17	2017-18	2018-2019
Step 1	40,961	Interval (1) 41,783	Interval (1) 42,723	Interval (1) 43,791	Interval (1) 44,667
Step 2	42,455	Interval (2) 43,141	Interval (2) 44,005	Interval (2) 45,105	Interval (2) 46,007
Step 3	42,995	Interval (3) 44,542	Interval (3) 45,325	Interval (3) 46,458	Interval (3) 47,387
Step 4	45,591	Interval (4) 45,990	Interval (4) 46,685	Interval (4) 47,852	Interval (4) 48,809
Step 5	47,244	Interval (5) 47,485	Interval (5) 48,085	Interval (5) 49,287	Interval (5) 50,273
Step 6	48,958	Interval (6) 49,028	Interval (6) 49,528	Interval (6) 50,766	Interval (6) 51,781
Step 7	50,733	Interval (7) 50,622	Interval (7) 51,013	Interval (7) 52,289	Interval (7) 53,335
Step 8	52,573	Interval (8) 52,266	Interval (8) 52,544	Interval (8) 53,857	Interval (8) 54,934
Step 9	54,480	Interval (9) 53,965	Interval (9) 54,120	Interval (9) 55,473	Interval (9) 56,582
Step 10	56,456	Interval (10) 55,719	Interval (10) 55,744	Interval (10) 57,137	Interval (10) 58,280
Step 11	58,504	Interval (11) 57,589	Interval (11) 57,416	Interval (11) 58,852	Interval (11) 60,029
Step 12	60,626	Interval (12) 59,678	Interval (12) 59,139	Interval (12) 60,617	Interval (12) 61,829
Step 13	64,420	Interval (13) 61,843	Interval (13) 61,031	Interval (13) 62,436	Interval (13) 63,685
		Interval (14) 63,852	Interval (14) 63,246	Interval (14) 64,309	Interval (14) 65,595
		Interval (15) 65,713	Interval (15) 65,302	Interval (15) 66,238	Interval (15) 67,563
		Interval (16) 67,716	Interval (16) 67,376	Interval (16) 68,225	Interval (16) 69,590
			Model Teacher*		

Note: Teachers at Step 13 in 2014-15 will advance to Interval 15 in 2015-16. \* Teachers who achieve model teacher status in 2017-18 will earn a stipend equal to 7.5% of their teacher interval. Teachers who do not earn AU's in 15-16 will be held harmless in FY 17 (same FY 16 salary).

**ADVANCED DEGREE TRACK**

	2014-15	2015-16	2016-17	2017-18	2018-2019
0-12 (FY 16) 13 (FY 14)	0-12 13 (FY 16) 13 (FY 14)	0-12 13 (FY 16) 13 (FY 14)	0-12 13 (FY 16) 13 (FY 14)	0-12 13 (FY 16) 13 (FY 14)	0-12 13 (FY 16) 13 (FY 14)
Track B 2,604	4,035 5,465	4,116 5,574	2,716 4,208 5,700	2,784 4,314 5,842	2,840 4,400 5,959
Track C 6,562	8,080 9,797	8,242 9,992	6,635 8,427 10,216	6,801 8,638 10,421	6,937 8,811 10,629
Track D 7,034	8,803 10,571	7,175 8,979 10,782	7,236 9,181 11,025	7,520 9,411 11,301	7,670 9,599 11,527
Track E 7,703	9,802 11,345	7,857 9,098 11,572	8,034 10,223 11,832	8,235 10,479 12,128	8,400 10,689 12,371
Track F 9,047	10,969 13,891	9,228 11,188 13,149	9,436 11,440 13,445	9,671 11,726 13,781	9,864 11,961 14,057
Track G 10,390	12,414 14,438	10,598 12,662 14,727	10,826 12,947 15,058	11,107 13,271 15,435	11,329 13,536 15,744

Note: Teachers who achieve Step 13 beginning in FY 16 and thereafter, will be paid in accordance with the (FY 16) schedule above.

**LONGEVITY**

	2014-15	2015-16	2016-17	2017-18	2018-2019
After 13 years	3,099	3,099	3,099	3,099	Teachers who receive
After 16 years	3,722	3,722	3,722	3,722	longevity in 14-15, will
Interdisciplinary Council	4,544	4,544	4,544	4,544	continue to receive it

Formatted: No underline  
Formatted: Underline

**Formatted:** Font: Not Bold

**Formatted:** None, Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, Don't keep with next, Tab stops: Not at 3.71" + 5"

**Formatted:** Tab stops: 1.98", Left

**Formatted:** Left, None, Space Before: 0 pt, After: 10 pt, Line spacing: Multiple 1.15 li, Don't keep with next, Tab stops: 1.98", Left

**Formatted:** Font: Not Bold

## APPENDIX B

### PROFESSIONAL LEARNING PROJECTS (PLP): THEORY INTO ACTION

**Purpose:** The Purpose of the Professional Learning Project (PLP) is to support the development of an engaged learning community through innovative strategies in responding to student learning needs and sharing promising practices among educators. The PLP proposal must contribute to progress on district/building goals/initiatives including, but not limited to literacy, personalization, technology, power standards and assessment. Projects should connect together as many aspects of our "5 area framework" as possible by including elements of curriculum, instruction, assessment, professional development, and community.

**Inquiry Question:** This question frames the project and guides the professional learning. The question should be framed to focus on a specific issue appropriate to the teaching assignment/role of the individual(s). The question should be specific enough to be answered through action research, including research of best practices and the collection of actual student work.

Some samples:

*What are effective strategies in accelerating the growth of students who are more than two years below grade level in reading?*

*How can technology be integrated effectively to increase student learning in the content areas?*

**Teacher (s):** The Professional Learning Project can be a proposal for an individual or a group. Collaboration is strongly encouraged as well as a team approach to meeting the needs of students across classrooms. This might include small study circles devoted to discussion of common readings tied to a project theme.

**Proposed Timeline:** The duration of the PLP can be for as little as a semester and as long as two years, but PLP credits will only be awarded upon successful completion of the project.

**Proposals:** The Professional Learning Project should outline the research to be completed, the actions to be taken, and the evidence of student learning expected in addressing the inquiry question. The proposal should be detailed with dates for key events. An inquiry journal will be used to reflect on the professional learning throughout the project. The proposal should contain reasonable estimates of the time necessary to complete each phase of the PLP. The ultimate success of the project will lie in many educators engaging in this process of life-long learning, reflecting on what they have learned and bringing that new understanding or insight into their everyday classroom planning and instruction. Project participants will also be required to make a public presentation of their work to the staff and/or community. Deadlines for proposals to begin in the Fall semester is May 1 for the Spring semester is November 1.

**Committee:** A Committee made up of three teachers appointed by the APT and three administrators appointed by the Superintendent will review PLP proposals and recommend to the Superintendent those proposals that the Committee deems appropriate along with an estimate of the credits that will be awarded upon the successful completion of the project. The Superintendent will make a final determination within 30-days of receipt of the proposal from the Committee. The Committee will also evaluate PLPs in progress and determine if the PLP has been satisfactorily completed and how many credits should be awarded. If the Committee is not unanimous in determining whether the PLP has been satisfactorily completed or how many credits to award, the matter shall be referred to the Superintendent for a final determination. If the teacher(s) disagree with the Superintendent's final determination, the teacher(s) involved, accompanied by another member of the bargaining unit, shall be given the opportunity to discuss the PLP with the Superintendent.

Credits: PLP credits will be awarded after all requirements are met. PLP credits will be based upon a conversion table that roughly equates to the time commitment of university credits and degrees. For example, a three-credit university course normally requires 45 hours of class time plus 2 hours of travel/preparation for each hour of class time, or a total of 135 hours.

Staff Development Hours: Only staff development hours in excess of those necessary to achieve certification will be counted toward advancement on the Advanced Degree schedule, limited to 5 credits every 3 years.

Transition: No PLP or Profession Development credits will be awarded for professional activities conducted prior to the effective date of the CBA. No teacher will be placed higher on the new Advanced Degree schedule higher than his/her current track status.

Salary Adjustments: Salary adjustments based upon successful completion of the PLP shall be applied once a year in accordance with present contract language.

**APPENDIX C  
NEW METHODS FOR MOVING ACROSS SALARY TRACKS**

**Effective Fall 2009-2019-2022**

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Font color: Red

Track A	Track B	Track C	Track D	Track E	Track F	Track G
Bachelors Degree	Bachelors Degree Plus 15 Credits	Masters Degree OR Bachelors Degree Plus 45 Credits	Masters Degree Plus 15 Credits OR Bachelors Degree Plus 60 Credits	Masters Degree Plus 30 Credits OR Bachelors Degree Plus 75 Credits	Two Masters Degrees OR CAGS Degree OR Masters Degree Plus 45 Credits	PHD OR Two Masters Degrees Plus 15 Credits OR CAGS Degree Plus 15 Credits OR Masters Degree Plus 60 Credits OR Bachelors Degree Plus 105 Credits

Credits: Credits can be earned three ways:

1. Taking approved graduate courses- Number of credits is determined by course
2. Current PD hours conversion- Every three years 50 non-course/PLP/recertification PD hours can be converted into 5 credits
3. Completing a Professional Learning Project- Credits determined by PLP committee



**PORTSMOUTH ASSOCIATION OF TEACHERS - 06/17/19**

Retirement Rate	17.37%	17.80%	17.80%	17.80%
COLA		2.00%	2.50%	2.50%

**CURRENT CONTRACT-APT GROSS BUDGET (Steps only/No COLA)**

	FY19 Base Year	FY20	FY21	FY22
Salary	17,613,623	17,688,374	17,843,016	17,902,632
Degree	2,701,594	2,704,349	2,715,389	2,722,336
Longevity	253,880	253,880	253,880	253,880
Department Head	112,823	112,823	112,823	112,823
Extra Days	48,781	48,781	48,781	48,781
Extra & Co Curricular	421,209	422,209	429,633	429,633
Retirement	3,674,087	3,779,014	3,809,827	3,821,675
Fica	1,311,418	1,316,286	1,327,018	1,331,145
Medicare	306,703	307,841	310,351	311,316
Health Savings	-	-	-	-
<b>Total</b>	<b>26,444,118</b>	<b>26,633,557</b>	<b>26,850,718</b>	<b>26,934,222</b>

Projected 3-Yr Total
53,434,022
8,142,074
761,640
338,469
146,343
1,281,475
11,410,516
3,974,449
929,508
-
<b>80,418,497</b>

<b>Year-to-Year CURRENT Gross Budget Change</b>	189,439	217,161	83,503
<b>% Change</b>	0.72%	0.82%	0.31%

490,104	Total Yr-to-Yr Increase*
1.85%	Change FY20 to FY22
0.62%	Avg % Change

**PROPOSED TENTATIVE AGREEMENT-APT GROSS BUDGET**

	FY19 Base Year	FY20*	FY21	FY22
Salary	17,613,623	18,042,141	18,654,873	19,185,132
Degree	2,701,594	2,758,436	2,838,939	2,917,357
Longevity	253,880	253,880	253,880	253,880
Department Head	112,823	112,823	112,823	112,823
Extra Days	48,781	49,756	50,999	52,019
Extra & Co Curricular	421,209	422,209	429,633	429,633
Retirement	3,674,087	3,851,786	3,976,724	4,085,250
Fica	1,311,418	1,341,633	1,385,151	1,422,952
Medicare	306,703	313,769	323,947	332,787
Health Savings	-	-	(14,930)	(3,732)
<b>Total</b>	<b>26,444,118</b>	<b>27,146,433</b>	<b>28,012,039</b>	<b>28,788,102</b>

Projected 3-Yr Total
55,882,147
8,514,733
761,640
338,469
152,774
1,281,475
11,913,760
4,149,737
970,503
(18,662)
-
<b>83,946,575</b>

<b>Year-to-Year PROPOSED Gross Budget Change</b>	702,316	865,606	776,063
<b>% Change</b>	2.66%	3.19%	2.77%

2,343,984	Total Yr-to-Yr Increase
8.86%	Change FY20 to FY22
2.95%	Avg % Change per yr

**BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET**

**YEAR-TO-YEAR Change Over Prior Year Base**

	FY19 Base Year	FY20	FY21	FY22
Salary	-	353,767	458,090	470,643
Degree	-	54,087	69,463	71,471
Longevity	-	-	-	-
Department Head	-	-	-	-
Extra Days	-	975	1,243	1,020
Extra & Co Curricular	-	-	-	-
Retirement	-	72,772	94,126	96,678
Fica	-	25,347	32,785	33,674
Medicare	-	5,928	7,668	7,875
Health Savings	-	-	(14,930)	(18,662)

Projected 3-Yr Total
1,282,500
195,021
-
-
3,238
-
263,575
91,807
21,471
(33,592)

<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	512,877	648,445	662,699
		1.94%	2.43%	2.47%

1,824,020	Total Yr-to-Yr Increase
6.90%	Change FY20 to FY22
1.72%	Avg % Change

**CUMULATIVE TENTATIVE AGREEMENT COST**

**Difference Between "CURRENT" Gross Budget and "PROPOSED" Gross Budget**

	FY19 Base Year	FY20	FY21	FY22
Salary	-	353,767	811,857	1,282,500
Degree	-	54,087	123,550	195,021
Longevity	-	-	-	-
Department Head	-	-	-	-
Extra Days	-	975	2,218	3,238
Extra & Co Curricular	-	-	-	-
Retirement	-	72,772	166,897	263,575
Fica	-	25,347	58,133	91,807
Medicare	-	5,928	13,596	21,471
Health Savings	-	-	(14,930)	(3,732)
<b>Total</b>	<b>-</b>	<b>512,877</b>	<b>1,161,321</b>	<b>1,853,880</b>

Projected 3-Yr Total
2,448,125
372,659
-
-
6,431
-
503,244
175,287
40,995
(18,662)

<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	512,877	1,161,321	1,853,880
--	---	---------	-----------	-----------

3,528,078	Net Cost FY20-FY22
13.34%	Change FY20 to FY22
3.34%	Avg % Change per yr




Attorneys at Law

Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis P.O.  
100 International Drive  
Suite 363  
Portsmouth, NH 03801  
Tel 603 559-2700  
Fax 603 559-2701  
www.jacksonlewis.com

- ALBANY, NY
- ALBUQUERQUE, NM
- ATLANTA, GA
- AUSTIN, TX
- BALTIMORE, MD
- BIRMINGHAM, AL
- BOSTON, MA
- CHICAGO, IL
- CINCINNATI, OH
- CLEVELAND, OH
- DALLAS, TX
- DAYTON, OH
- DENVER, CO
- DETROIT, MI
- GRAND RAPIDS, MI
- GREENVILLE, SC
- HARTFORD, CT
- HONOLULU, HI
- HOUSTON, TX
- INDIANAPOLIS, IN
- JACKSONVILLE, FL
- LAS VEGAS, NV
- LONG ISLAND, NY
- LOS ANGELES, CA
- MEMPHIS, TN
- MIAMI, FL
- MILWAUKEE, WI
- MINNEAPOLIS, MN
- MORRISTOWN, NJ
- NEW ORLEANS, LA
- NEW YORK, NY
- NORFOLK, VA
- OMAHA, NE
- ORANGE COUNTY, CA
- ORLANDO, FL
- OVERLAND PARK, KS
- PHILADELPHIA, PA
- PHOENIX, AZ
- PITTSBURGH, PA
- PORTLAND, OR
- PORTSMOUTH, NH
- PROVIDENCE, RI
- RALEIGH-DURHAM, NC
- RAPID CITY, SD
- RICHMOND, VA
- SACRAMENTO, CA
- SAINT LOUIS, MO
- SALT LAKE CITY, UT
- SAN DIEGO, CA
- SAN FRANCISCO, CA
- SEATTLE, WA
- STAMFORD, CT
- TAMPA, FL
- WASHINGTON DC REGION
- WHITE PLAINS, NY

THOMAS M. CLOSSON  
DIRECT DIAL: 603.559.2729  
THOMAS.CLOSSON@JACKSONLEWIS.COM

To: City Manager Bohenko, Mayor Blalock and Members of the Portsmouth City Council  
 From: Tom Closson   
 Re: Tentative Agreement with the Association of Portsmouth School Administrators  
 Date: June 11, 2019

This City's negotiating team has reached a tentative agreement with the Association of Portsmouth School Administrators on a new three (3) year collective bargaining agreement. Both the Portsmouth School Board and the Association have already voted to ratify the tentative agreement and I am pleased to recommend it to you. The material terms of the tentative agreement are summarized below.

<u>CBA SECTION</u>	<u>PROPOSED CHANGE</u>
Duration	Three years - July 1, 2019 through June 30, 2022.
III (Longevity)	Remove references to Curriculum Committee and Interdisciplinary Council in this Article and throughout CBA.
III (Longevity)	Continue to increase longevity stipend annually by same percentage as salaries.
III (Longevity)	On July 1, 2019, begin to increase Advanced Degree stipend annually by same percentage as salaries.

XV (Salaries)	Fix numbering in this Article and throughout CBA.
XV (Salaries)	Eliminate Article 16.1.
XV (Salaries)	Change CPI-U reference from Boston-Brockton-Nashua to Boston-Cambridge-Newton.
XV (Salaries)	COLA increase to base salaries based on 10 year rolling average CPI-U, for Boston-Cambridge-Newton, no less than 2% and no more than 5%, on July 1, 2019.
XV (Salaries)	2.5% increase to base salaries on July 1, 2020 and July 1, 2021.
XVI (Health Insurance)	Keep premium cost sharing arrangement the same for year one of the CBA. Change the premium cost sharing arrangement to 94%/6% on July 1, 2020, and keep it at 94%/6% on July 1, 2021.
Article IX (Travel)	Remove reference to Business Administrator and Assistant Superintendent from this Article and throughout CBA.
Article IX (Travel)	Remove reference to Chapter 1 Director.
Article IX (Travel)	Increase Travel Stipend for Director of Pupil Support and Instruction to \$996 tier on July 1, 2019.
Article IX (Travel)	Continue to increase Travel Stipend annually by same percentage as salaries.
	Add Title Director Position.
	Define Little Harbor Assistant Principal.
	Reimburse cell phone used for business purposes up to \$50.00 per month with first page of invoice submitted to document expense
	Adopt and carry forward Salary, Longevity and Travel figures from the current CBA.

A "red-lined" copy of the tentative agreement is attached. I believe that this tentative agreement is fair, reasonable, and consistent with the City's strategy for collective bargaining. I recommend it to you for ratification. I will also be happy to answer any questions that you have about this tentative agreement.

**AGREEMENT BETWEEN**

**THE PORTSMOUTH SCHOOL BOARD**

**AND**

**THE ASSOCIATION OF PORTSMOUTH SCHOOL ADMINISTRATORS**

**EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2022**

**ARTICLE I  
RECOGNITION**

The Portsmouth School Board recognizes the Association of Portsmouth School Administrators comprising building principals, assistant principals, and directors as listed by position in this Agreement for the purpose of salaries, working conditions, and benefits. If the position title of an Association member is changed but the function remains essentially unchanged, then the person filling that position and carrying out its function shall be considered as part of the Association and said person shall be entitled to the salary, working conditions, and benefits as agreed to between the School Board and the Association. The work year of all positions in this contract shall remain the same for the duration of the contract. New positions created shall have a working year as designated and agreed upon by the School Board and the Association. If this position is designated as a management position, the new employee shall be scheduled as outlined by the article on the salaries. The Association is thus professionally responsible for the operation of the Portsmouth School System and considers itself an integral part of the system in its relationship with Central Office administrators and with the School Board.

**ARTICLE II  
EXISTING CONDITIONS OF EMPLOYMENT**

Association members shall be entitled to all financial and leave benefits; along with working conditions as negotiated between the Association of Portsmouth Teachers and the Portsmouth School Board, unless otherwise specified in this contract. It is understood that Administrators shall not receive a strategic planning stipend. Association members shall receive said benefits simultaneously with the teachers. Additional benefits to which the Association is entitled are contained within this Agreement.

Health insurance premium payments shall be based upon the teachers' contract. It is agreed that the optional health insurance plans to be made available to Administrators shall provide for a one hundred dollar (\$100.00) emergency co-pay.

Professional Learning Projects: Administrators agree to support the School District's administration of the Profession administration of the Professional Learning Projects (PLP) for teachers. Administrators will not join PLPs with teachers, but may initiate PLPs with other administrators, subject to the same terms and conditions as the PLP program in the Association of Portsmouth Teachers contract.

Formatted: Justified

**ARTICLE III LONGEVITY**

Effective July 1, ~~2015~~  
2019  
After 13 yrs. ~~\$3,132~~  
3,389  
-After 16 yrs. ~~\$3,760~~  
4,070

| After 25 yrs. \$4,330

| ~~Administrators with more than 25 years of service in the District are eligible to join the Interdisciplinary Council. The Council will meet no more than quarterly during off-duty hours at the~~

~~call of the Superintendent to provide input on curricular and instructional issues to the Curriculum Committee. Attendance at meetings will be mandatory. Eligible administrators joining the Council will be eligible for a \$4000 base rate adjustment in lieu of a longevity adjustment. Hours will count for certification but not count for Professional Learning Project credits.~~

Administrators serving on the Teacher Quality Panel (TQP) will be paid an annual stipend of \$3,000, to be paid at the same time and in the same manner as TQP stipends are paid to Portsmouth teachers.

Effective July 1, 2019~~5~~ and July 1 of each year through June 30, 2018~~9~~2022, the longevity schedule will be ~~adjusted by the 10 year rolling COLA~~ increased annually by the same percentage as salaries.

Longevity will be based on years employed in the Portsmouth School District in any certified capacity.

#### ADVANCED DEGREE

Effective July 1, 2019, and July 1 of each year through June 30, 2022, begin to increase the Advanced Degree stipend will be increased annually by the same percentage as salaries. Beginning in 1987/88 the payment will be the same as negotiated by the Association of Portsmouth Teachers starting at the Masters level, the schedule shall be as follows:

	13 Years or More	
Track B	\$	Track B Bachelors +15
<del>\$2,581</del> <u>2,795</u>	<del>5,417</del> <u>5,8</u>	
	<del>64</del>	
Track C	\$	Masters or Bachelors +45
<del>\$6,306</del> <u>6,826</u>	<del>9,711</del> <u>10</u>	
	<del>511</del>	
Track D	\$	Masters +15 or Bachelors + 60
<del>\$6,972</del> <u>7,546</u>	<del>11,342</del>	
Track E	\$	Masters + 30 or Bachelors + 75
<del>\$7,635</del> <u>8,265</u>	<del>12,172</del>	
Track F	\$	Two Masters or CAGS or Masters+45
<del>\$8,967</del> <u>9,706</u>	<del>13,708</del>	or Bachelors +90
Track G	\$	PhD/Ed or Two Masters + 15
<del>\$10,298</del> <u>11,147</u>	<del>15,353</del>	or CAGS + 15 or Masters + 60
		or Bachelors + 105

Adjustments will be made to contracts for any course work completed prior to September 1, if the transcript is received in Central Office before this date. It is the employee's responsibility to notify Central Office that an adjustment should be made. Any credits earned after September 1 applicable for additional money will be on the following year's contract. For each ten (10) hours of staff development time, one (1) credit will be recorded to a maximum of five (5) credits every three (3) years within each administrator's re-certification cycle provided that each formal course count only once toward such payments. Such credits must be directly related to improvement within the administrator's assigned area. The administrator must initiate all such adjustment requests.

**ARTICLE IV  
PROFESSIONAL LEAVE**

Each member shall be entitled to attend various professional conferences with the prior approval of the Superintendent. Each member shall be reimbursed up to three hundred and fifty dollars (\$350) for each school year. Said allowance may be transferable from one member to another with prior approval of the Superintendent. During each school year, two members shall receive five hundred dollars (\$500) each towards the cost of a national conference. The five hundred dollars (\$500) will be in addition to the member's allotted yearly amount.

**ARTICLE V  
SICK LEAVE**

- 5-1 Each Association member will be granted fifteen (15) days leave per year for personal illness or illness in the immediate family. After five (5) years in the Portsmouth School System, sick leave will be earned at the rate of twenty (20) days per year with a total accumulation of two hundred fifty (250) days. [See Section 5-10 with respect to limitations established for employees hired by the School Department after June 30, 1996 who become administrators.]
- 5-2 Utilization of the sick leave entitlement up to fifteen (15) days may be for the purpose of illness in the immediate family. Enlargement of the foregoing provision may be made in extenuating circumstances upon the recommendation of the Superintendent and approval of the School Board.
- 5-3 In the event of prolonged absence as a result of accident or illness, the School Board will consider circumstances that might warrant extension of full or partial sick pay.
- 5-4 A leave bank is hereby established which entitles an individual for reasons of personal illness to borrow, in advance, sick leave not yet accumulated, not to exceed the number of days in the member's contract. The leave bank may only be used if long-term disability is not available.
- 5-5 When an individual who has borrowed from the sick bank returns to work in the System, he/she will repay the sick bank at a rate of fifty percent (50%) of sick days that he/she is accumulating after returning to work.
- 5-6 In the event that a member leaves the System owing time to the sick bank, such time will be repaid in cash (days times the rate per day paid to the individual when the time was borrowed) over a period not to exceed three (3) years. This may be expanded with School Board approval.
- 5-7 The School Board will purchase term life insurance for each member in an amount equal to two (2) times the annual income of the member. The member's beneficiary and the School System will be co-beneficiaries of this insurance. In the event that a member dies while under contract to the School System, any sick leave borrowed from the sick leave bank will be repaid to the School System from the proceeds of the insurance. The balance of the proceeds will be turned



over to the beneficiary named by the member. Additional life insurance may be purchased by the member. The member will pay for this insurance on a monthly basis.

5-8 The School Board shall purchase income protection insurance for each member to begin on the thirty-first (31st) day of disability in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the monthly salary of the members at the date of disability and will continue through the age of sixty-five (65) and shall be coordinated with social security benefits. It is understood that a member shall not accept benefits under the income protection plan and simultaneously borrow time from the sick bank. The member and the School System shall be joint beneficiaries of this insurance. Should a disabled member owe days to the sick bank at the time he/she accepts payment under the income protection plan, it is agreed that these days will be repaid from the insurance proceeds over five (5) years.

5-9 Any member receiving sick bank or income protection benefits under Article V shall be entitled to sick leave, life insurance, retirement, disability insurance, and health insurance for a period of five (5) years. If a disabled member returns to work under this provision, he/she

5-9 will be paid a salary upon return commensurate with the rate he/she would have received if he/she had not become disabled. After five (5) years the member will have the option of continuing these benefits at his/her own expense while the member is on disability he/she will be deemed to be under contract to the School System.

5-10 Association members shall receive ninety percent (90%) of all accumulated sick days (in cash payment at the per diem rate which the administrator last earned) upon retiring from the Portsmouth School System (with a maximum of 250 days as set forth in Section 5.1 above) or upon an administrator's voluntary resignation so long as the administrator has ten (10) or more ~~years in years in their system~~ the system. (The exception to this voluntary resignation provision is that an administrator resigning in the face of dismissal or non-renewal based upon charges of serious criminal misconduct will not be paid for accumulated sick leave under this contract even if the employee voluntarily resigns.) Employees hired by the School Department after January 1, 1996 who become school administrators shall be allowed to accumulate sick leave up to one hundred fifty (150) days based on the provisions in Section 5-1 but shall not be entitled to any payout upon retirement or death or resignation. It is understood that employees hired by the School Department prior to January 1, 1996 who become School Administrators after January 1, 1996 will receive payouts upon retirement, death, or resignation based upon their previous maximum allowance under the Collective Bargaining Agreement that applied to them prior to their promotion. For the purpose of this Section, employees hired prior to January 1, 1996 who are RIFFED and recalled shall be considered hired as of their initial date of hire.

For an administrator entitled to a payout, the retiring administrator may elect the option of accepting this payment as extra compensation during the last three years of service prior to retirement. This article applies to those employees eligible to enter the New Hampshire Retirement System. This payment will be adjusted to reflect the contract in effect at the time of retirement. Further should an administrator covered by this contract die while in the employ of the Portsmouth School System, his/her heirs shall be entitled to be paid for the administrators accumulated (unused) sick leave at one hundred percent (100%).

Formatted: List Paragraph, Justified, Indent: Hanging: 0.45", Right: 0.14", Space Before: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.14" + Indent at: 0.65", Tab stops: 0.65", Left

Formatted: Justified, Indent: Hanging: 0.45"

- 5-11 Any person covered under this Agreement shall be granted sick leave for the purpose of maternity. The duration of sick leave will be dependent upon the person's health as determined by her doctor. Upon receipt of such notification from the physician, the Superintendent will assign the member to her former position or an appropriate alternate position.
- 5-12 Members retiring must notify the Superintendent by September 1 of their retirement year in order to receive their severance pay at retirement. If the member does not notify the Superintendent, he/she will receive severance pay not later than the fiscal year following his/her retirement. Notice of retirement shall be kept confidential within the Central Office until one year prior to official retirement.

**ARTICLE VI  
PERSONAL LEAVE**

Each member shall be entitled to two (2) non-accumulative personal leave days per year to attend to matters that cannot be transacted at any other time. Personal leave does not accumulate.

Effective on July 1, 2009, eligible members will be entitled to four (4) personal days for the 2009-10 contract year only. This is a one-time only increase in personal days and will not carry forward into 2010-11. The additional personal days may not be carried forward or cashed out under any circumstances.

**ARTICLE VII  
COURSE REIMBURSEMENT**

Each member shall be entitled to course reimbursement up to the cost of one four (4) credit course at the University of New Hampshire. With prior approval of the Superintendent, monies may be transferable among members to meet the full cost of that course and any additional courses.

**ARTICLE VIII  
MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS**

Each person who wishes to become a member of the State and National Association shall have full cost of his/her dues reimbursed up to five hundred dollars (\$500) for each school year by the School System. This provision is for membership in professional associations of the member's choice. Monies may be transferable among members of the Association.

**ARTICLE IX  
TRAVEL/CELL  
REIMBURSEMENT**

All members of the Association shall receive for expenses incurred in business-related travel the following:

	<del>2015-</del> <del>2016</del> 2019- 2020
<del>Title Director</del> Business Administrator	<del>\$1,290</del> 33
Principals	<del>\$55660</del> 2
Tech/Career Director	<del>\$55660</del> 2
Assistant Principals	<del>\$49353</del> 3
School Nutrition Director	<del>\$9381.01</del> 6
Chapter I Director	\$996
Asst. Superintendent	\$1,290
Director of Pupil Support and Instruction	<del>\$748810</del> \$996

Formatted: Font: 12 pt

Formatted: Indent: First line: 0.2"

Formatted: Highlight

Each year through June 30, ~~2018~~2022, the travel stipend will increase annually by same percentages of salaries by the COLA adjustment as described in Article XV.

Reimburse cell phone used for business purposes- \$50.00 per month with first page of invoice submitted to document expense.

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.21"

**ARTICLE X  
ASSIGNMENTS AND REASSIGNMENTS**

In the event of a reassignment during a contract year, no member shall incur a loss of pay resulting from such reassignment for the balance of that contract year. However, if the Association member initiates a request for such reassignment, his/her individual contract can be appropriately adjusted. The administrator transferred or reassigned involuntarily will continue to receive the daily rate of pay for the position from which he or she was transferred or the position to which he or she is being transferred, whichever is greater. The number of work days for the transferred administrator shall be established by mutual agreement.

Should any Association position (or portion of a position) be considered for elimination, the Superintendent shall discuss the matter with the chairperson of the Association negotiation team prior to making a decision regarding the elimination of the position or a portion of a position. See Section X-A below regarding the School Board's obligations with respect to position elimination. The date for notification to Administrators of contract non-renewal shall be April 1.

Formatted: Right: 0.15", Space Before: 0 pt

**ARTICLE X-A  
POSITION ELIMINATION**

A. Entire Position Elimination:

If the Board decides to eliminate a position, the administrator affected may apply for any administrative opening in the system. (Openings in the system will be filled by the most qualified applicant, including outside applicants).

If the affected administrator is not awarded another position as an administrator in the system, he/she will be offered a teaching position so long as the administrator has the seniority under the APT's Collective Bargaining Agreement to get a full-time teaching contract in the next school year. If the administrator losing a position due to a job elimination would not have seniority to hold a teacher's full-time position and has 10 or more years of service with the Portsmouth School Department, the School Board will give the administrator one year's notice prior to the elimination of the administrator's position or one-half (1/2) of his/her annual salary in lieu of notice. The decision as to whether to give notice or pay in lieu of notice shall be at the discretion of the Superintendent. "One year's notice" shall mean notice by June 1, for a school year commencing July 1 and running through June 30 of the next year.

In the event an administrator whose position is eliminated is unable to find a full-time teaching or administrator's position starting by the school year next following the notice year and said administrator has five years' of service with the Portsmouth School Department, then the Department will pay said administrator 90% of accumulated sick leave not to exceed 150 workdays unless the administrator is entitled to a greater payout of sick leave under Section V of the Contract based on voluntary termination payout for employees with ten (10) or more years of service. (Sick leave payout shall not be applicable to employees hired after January 1, 1996 regardless of the provisions set forth).

B. Positions Reduced to Half-Time:

If an administrator's position is going to be reduced to half-time and the administrator affected has ten (10) or more years of service with the Portsmouth School Department, the Administrator will be given one year's notice prior to the reduction to half-time or payment in lieu of notice of 25% of the current full-time salary. The decision as to whether to give the notice or pay in lieu of notice shall be mutually agreed between the administrator and the School Board.

**ARTICLE XI  
GENERAL**

If any provision of this contract or any application of this contract to any Association employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This contract constitutes School Board policy for the term of said contract and the School Board and the Superintendent shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Association shall also carry out all of the terms and conditions contained herein, in the laws and according to regulations of governing boards.

**ARTICLE XII  
EVALUATION**

Evaluations shall be conducted according to the policies adopted by the School Board. It is understood that administrator evaluations will be conducted with due consideration for the Strategic Planning Process. It is the aim of the School Board that administrators will establish goals in coordination with the Strategic Plan and in the furtherance of the Continuous Improvement Process. The Superintendent and the administrator shall jointly establish yearly goals and objectives which will provide the frame work for the annual evaluation.

**ARTICLE XIII  
PER DIEM RATE**

Any Association member employed by the School System beyond his/her contracted days will be paid on a per diem rate based on the current salary of the fiscal year in which the work is performed. Any member who requests, in writing, to be employed beyond his/her contracted days shall submit his/her request to his/her supervisor who, through the Superintendent, will communicate his/her decision as soon as possible. Members who are required to work non-school days will submit these days as contracted days.

**ARTICLE XIV  
REQUEST FOR REASSIGNMENT TO A TEACHING POSITION**

The following guideline shall be adhered to when a request for reassignment by an individual administrator (member of the Association) is submitted to the Superintendent of Schools, Portsmouth School System.

The administrator requesting reassignment, upon approval by the School Board, shall be granted salary and seniority commensurate with the total number of years invested with the Portsmouth School Department from the date of original hire.

**ARTICLE XV  
SALARIES**

~~16.1 The Superintendent may nominate a candidate for a position covered by this Agreement at an annual rate that is not to exceed an amount of three thousand dollars (\$3,000) for the first year; two thousand dollars (\$2,000) for the second year; and one thousand dollars (\$1,000) for the third year below the salary on the schedule. If a person remains in that position, he/she will be placed on schedule after three (3) years. The salary per diem shall never be lower than the highest teacher's salary with a Master's Degree.~~

16.1 A person appointed to an acting position in the Association shall have his/her salary set in the same manner as a new person hired to fill a management position. (Note: New positions will be made known to the Association members prior to public announcement)

16.2 ~~2.5% increase to base salaries on July 1, 2020 and July 1, 2021 (in lieu of COLA adjustments).~~

16.3 Each administrator will be paid twenty-six (26) payments, biweekly, starting with the first pay period in July.

Longevity, Advanced degrees and travel will be paid in a lump sum on the first pay day in December.

Formatted: Font: 12 pt  
Formatted: Justified, Indent: Left: 0.2", Hanging: 0.45", Right: 0", Space Before: 0 pt, No bullets or numbering, Tab stops: Not at 0.7"

COLA Adjustment

Effective July 1, ~~2015-2019~~ and July 1 of each year from July 1, ~~2015-2019~~ through June 30, ~~2018-2022~~ 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 rolling ten (10)-year average in the CPI-U for the Boston-Cambridge-NewtonBroekton-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 ten (10) most recent calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 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 rolling ten (10)-year average CPI-U for the Boston-Cambridge-Newton, no less than 2% and no more than 5%, on July 1, 2019, SMSA (November 2003 - November 2004) is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.*

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, ~~2018-2022~~ that no further COLA adjustments after July 1, ~~201782022~~ will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor

| agreement has not been settled by July 1, ~~2018~~2022.

Adopt and carry forward Salary, Longevity and Travel figures from current CBA:

Formatted: Highlight

Therefore the salary schedule effective ~~2015~~2019/16-20 will read as follows:

<u>Position</u>	<u>Days</u>	<u>2019-1620</u>
CTE Director	210	<del>\$85,893</del> <u>92.97</u> <u>3</u>
RJLA <u>Principal</u>	217	<del>\$86,806</del> <u>93.96</u> <u>1</u>
<u>Title Director/Assistant Principal</u>	<u>210</u>	<u>\$92.973</u>
Large Elementary Principals	230	<del>\$98,305</del> <u>106.4</u> <u>08</u>
High School Assistant Principals	210	<del>\$85,893</del> <u>92.97</u> <u>3</u>
Middle School Principal	230	<del>\$102,651</del> <u>111.1</u> <u>13</u>
High School Principal	230	<del>\$110,892</del> <u>120.0</u> <u>33</u>
Middle School Asst. Principal	210	<del>\$85,893</del> <u>92.97</u> <u>3</u>
Director of School Nutrition	211	<del>\$81,467</del> <u>88.18</u> <u>2</u>
<del>Special Ed/Assistant Principal LH</del>	210	<del>\$79,538</del> <u>86.09</u> <u>5</u>
Director of Pupil Support and Instruction	230	<del>\$97,186</del> <u>105.1</u> <u>98</u>

~~Administrators will increase their work year by one (1) days in 2009-10 and an additional day in 2012-13.~~

Starting in the 2016-2017 school year, the parties will create a joint labor/management committee to study and make recommendations about possible performance based compensation systems for the Administrators' bargaining unit, utilizing data from the implementation of the new Portsmouth Teachers' Association collective bargaining agreement to inform the process.

Adopt and carry forward Salary, Longevity and Travel figures from the current CBA

ARTICLE XVI  
HEALTH INSURANCE

1. Effective September 1, 2014, or as soon as possible thereafter, the School Department will offer unit members the Consumer Driven Health Plan (CDHP) issued only by Cigna Insurance under its "SchoolCare" plan of the New Hampshire School Health Care Coalition as administered in accordance with its Articles of Agreement and By-Laws or equal and

Formatted: Justified



comparable coverage.

~~2.~~ Effective July 1, 2019, The employee's premium share for the CDHP plan (Single, 2-Person, Family) will be five percent (5.0%) of the total premium. The School Department's share of the total premium will be ninety-five percent (95.0%). Beginning July 1, 2020, Keep premium cost sharing arrangement the same for year one of the CBA. Change the employee's premium cost share will be six percent (6.0%) of the total premium and the School Department's share will be ninety-four percent (94.0%). ing arrangement to 94%/6% on July 1, 2020, and keep it at 94%/6% on July 1, 2021.

Formatted: Justified, Indent: First line: 0"

~~3.2.~~ The City shall enroll all Administrators in the SchoolCare – Plan 2 1500 Max (DPO2C) for individual, two-person or family coverage or equal and comparable coverage.

Formatted: Justified, Indent: Left: 0.71"

Formatted: Justified

4.3. If the cost of the CDHP exceeds the threshold levels for assessment of the “Cadillac Tax” under the ACA, the Employer and the Association will immediately reopen the contract on the issue of health insurance only, with the express intent of identifying a healthcare plan that complies with the ACA and does not result in the imposition of the ‘Cadillac Tax.’ If the parties cannot agree on a proposed plan, the plans shall be submitted to binding arbitration no later than April 1, 2017. The parties shall mutually agree on the selection of the Arbitrator.

**ARTICLE XVIII  
DURATION**

Formatted: Justified  
Formatted: Left

This contract shall be effective as of the date of its approval by the City Council and shall continue and remain in full force and effect until June 30, ~~2018~~2022. If no contract is signed upon the expiration of the old contract, then the old contract will be enforced.

**SIGNATURES**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, ~~2017~~2019.

For the Portsmouth School District:

For the Association of Portsmouth  
School Administrators:

\_\_\_\_\_  
~~Leslie Stevens, Patrick Ellis,~~  
Chair Portsmouth School  
Board

\_\_\_\_\_  
Phil Davis, Chief Negotiator

\_\_\_\_\_  
Thomas J. Closson, City Negotiator

\_\_\_\_\_  
Steve Zadavec, Superintendent

\_\_\_\_\_  
~~Dianna Fogarty,~~ Human Resources Director

INDEX

ADVANCED DEGREE.....	3
ASSIGNMENTS AND REASSIGNMENTS.....	7
COLA ADJUSTMENT.....	10
COURSE REIMBURSEMENT.....	6
DURATION.....	12
EVALUATION.....	9
EXISTING CONDITIONS OF EMPLOYMENT.....	2
GENERAL.....	9
LONGEVITY.....	2-3
MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS.....	6
PER DIEM RATE.....	9
PERSONAL LEAVE.....	6
POSITION ELIMINATION.....	8
PROFESSIONAL LEAVE.....	4
RECOGNITION.....	2
REQUEST FOR REASSIGNMENT TO A TEACHING POSITION.....	9
SALARIES.....	10-11
SICK LEAVE.....	4-6
SIGNATURES.....	12
<u>TRAVEL/CELL</u> <u>REIMBURSEMENT.....</u>	7

**School Administrators - 06/17/19**

Retirement Rate	17.36%	17.80%	17.80%	17.80%
Medicare	1.45%	1.45%	1.45%	1.45%
Fica	6.20%	6.20%	6.20%	6.20%
COLA		2.00%	0.00%	0.00%
Fixed		0.00%	2.50%	2.50%

**CURRENT CONTRACT GROSS BUDGET (Steps only/No COLA)**

	FY19 Base Year	FY20	FY21	FY22	Projected 3-Yr Total
Salary	1,598,567	1,604,958	1,604,938	1,604,938	4,814,834
Degree	152,648	147,407	147,407	147,407	442,221
Longevity	26,851	22,861	22,861	30,249	75,971
Retirement	308,672	315,990	315,987	317,302	949,279
Medicare	25,782	25,741	25,740	25,848	77,329
Fica	110,240	110,064	110,063	110,521	330,648
Health Savings	-	-	-	-	-
Travel Allowance	9,754	9,754	9,754	9,754	29,262
Cell Phone Allowance	2,058	2,058	2,058	2,058	6,174
	2,234,572	2,238,833	2,238,808	2,248,076	6,725,717

Year-to-Year <b>CURRENT</b> Gross Budget Change	4,261	(25)	9,268
% Change	0.19%	0.00%	0.41%

13,504	Total Yr-to-Yr Increase*
0.60%	Change FY20 to FY22
0.20%	Avg % Change

**PROPOSED TENTATIVE AGREEMENT GROSS BUDGET**

	FY19 Base Year	FY20	FY21	FY22	Projected 3-Yr Total
Salary	1,598,567	1,637,057	1,677,963	1,719,912	5,034,932
Degree	152,648	150,355	154,114	157,967	462,436
Longevity	26,851	23,318	23,901	32,416	79,635
Retirement	308,672	322,310	330,364	340,032	992,707
Medicare	25,782	26,256	26,912	27,699	80,867
Fica	110,240	112,265	115,071	118,438	345,774
Health Savings	-	-	(3,419)	-	(3,419)
Travel Allowance	9,754	11,773	12,065	12,366	36,204
Cell Phone Allowance	2,058	8,400	8,400	8,400	25,200
	2,234,572	2,291,734	2,345,370	2,417,231	7,054,335

Year-to-Year <b>PROPOSED</b> Gross Budget Change	57,162	53,636	71,860
	2.56%	2.34%	3.06%

182,659	Total Yr-to-Yr Increase
8.17%	Change FY20 to FY22
2.72%	Avg % Change

**BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET**

**YEAR-TO-YEAR Change Over Prior Year Base**

Wages	FY19 Base Year	FY20	FY21	FY22	Projected 3-Yr Total
Salary	-	32,099	40,926	41,949	114,974
Degree	-	2,948	3,759	3,853	10,560
Longevity	-	457	583	1,127	2,167
Retirement	-	6,320	8,058	8,353	22,731
Medicare	-	515	656	680	1,852
Fica	-	2,201	2,807	2,910	7,918
Health Savings	-	-	(3,419)	-	(3,419)
Travel Allowance	-	2,019	292	301	2,612
Cell Phone Allowance	-	6,342	-	-	6,342

<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	52,902	53,661	59,173
		2.37%	2.40%	2.64%

165,736	Total Yr-to-Yr Increase
7.42%	Change FY20 to FY22
2.47%	Avg % Change

**CUMULATIVE TENTATIVE AGREEMENT COST**

**Difference Between "CURRENT" Gross Budget and "PROPOSED" Gross Budget**

	FY19 Base Year	FY20	FY21	FY22	Projected 3-Yr Total
Salary	-	32,099	73,025	114,974	220,098
Degree	-	2,948	6,707	10,560	20,215
Longevity	-	457	1,040	2,167	3,664
Retirement	-	6,320	14,377	22,731	43,428
Medicare	-	515	1,171	1,852	3,538
Fica	-	2,201	5,008	7,917	15,127
Health Savings	-	-	(3,419)	(3,419)	(6,838)
Travel Allowance	-	2,019	2,311	2,612	6,942
Cell Phone Allowance	-	6,342	6,342	6,342	19,026

<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	52,901	106,562	165,735
--	---	--------	---------	---------

325,199	Total Cumulative
14.55%	Change FY20 to FY22
4.85%	Avg % Change per yr

# Jackson Lewis


Attorneys at Law

Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis P.C.  
100 International Drive  
Suite 363  
Portsmouth, NH 03801  
Tel 603 559-2700  
Fax 603 559-2701  
[www.jacksonlewis.com](http://www.jacksonlewis.com)

ALBANY, NY	GRAND RAPIDS, MI	MORRISTOWN, NJ	RALEIGH-DURHAM, NC
ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
AUSTIN, TX	HONOLULU, HI	NORFOLK, VA	SACRAMENTO, CA
BALTIMORE, MD	HOUSTON, TX	OMAHA, NE	SAINT LOUIS, MO
BIRMINGHAM, AL	INDIANAPOLIS, IN	ORANGE COUNTY, CA	SALT LAKE CITY, UT
BOSTON, MA	JACKSONVILLE, FL	ORLANDO, FL	SAN DIEGO, CA
CHICAGO, IL	LAS VEGAS, NV	OVERLAND PARK, KS	SAN FRANCISCO, CA
CINCINNATI, OH	LONG ISLAND, NY	PHILADELPHIA, PA	SEATTLE, WA
CLEVELAND, OH	LOS ANGELES, CA	PHOENIX, AZ	STAMFORD, CT
DALLAS, TX	MEMPHIS, TN	PITTSBURGH, PA	TAMPA, FL
DAYTON, OH	MIAMI, FL	PORTLAND, OR	WASHINGTON DC REGION
DENVER, CO	MILWAUKEE, WI	PORTSMOUTH, NH	WHITE PLAINS, NY
DETROIT, MI	MINNEAPOLIS, MN	PROVIDENCE, RI	

THOMAS M. CLOSSON  
DIRECT DIAL: 603.559.2729  
[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager Bohenko, Mayor Blalock and Members of the Portsmouth City Council  
 From: Tom Closson   
 Re: Tentative Agreement with the Portsmouth Professional Management Association  
 Date: July 9, 2019

This City’s negotiating team has reached a tentative agreement with the Portsmouth Professional Management Association (“PMA”) on a new three (3) year collective bargaining agreement. PMA has already voted to ratify the tentative agreement and I am pleased to recommend it to you. The material terms of the tentative agreement are set forth below.

CBA SECTION	PROPOSED CHANGE
Duration	Three year CBA – from July 1, 2019 through June 30, 2022.
2 (Union Security)	Modify to eliminate any agency fee requirement.
3B (Annual Leave)	Modify vacation accrual schedule as follows:  0 to 5 years inclusive – 15 days 6 years inclusive – 16 days 7 years inclusive – 17 days

	<p>8 years inclusive – 18 days  9 years inclusive – 19 days  10 years inclusive – 20 days  11 years inclusive – 21 days  12 years inclusive – 22 days</p>
New provision in Section 3 (Sick Leave Usage During Probation)	Allow sick leave usage during probation at the discretion of, and with the approval of, the employee's supervisor.
New 3G (Supplemental Sick Leave)	<p>Add sick leave pooling provision to reflect the City's current practice:</p> <p><i>Supplemental sick leave requests should be made for only emergent, serious, or life threatening illnesses, injuries, impairments, or mental or physical conditions that have caused, or are likely to cause, the employee to take leave without pay, provided appropriate medical information is provided. Requests for supplemental sick leave shall be made to the Human Resources Department after all accrued sick leave is exhausted, and approval of use of said leave shall be made by the City Manager. An employee is considered to be on active status when on supplemental sick leave (as opposed to a leave of absence without pay) and is entitled to accrue annual leave, sick leave, and personal days. Pooling of sick leave to act as supplemental sick leave shall be allowed by the membership of PMA. PMA members may voluntarily donate up to 5 days (37.5 hours) of accrued sick leave annually on May 30<sup>th</sup> of each year of this contract. The use of this time is administered by the conditions described above. The pool will be capped at 150 days, and may be rolled over annually. The withdrawal of supplemental sick leave is capped at 60 days per individual year.</i></p>
4A (Salary Adjustment)	Add an additional 1% step at 90 months and reduce the current 120 month step to 1.75% over the new step.

4B (COLA Adjustments)	Change CPI-U reference from Boston-Brockton-Nashua to Boston-Cambridge-Newton.
4B (COLA Adjustments)	Continue COLA increases based on 10 year rolling average CPI-U for Boston-Cambridge-Newton (2% minimum to 5% maximum) on July 1, 2019; July 1, 2020; and July 1, 2021.
8 (Parental/ Adoption Leave)	Modify current contract language to allow employees to use up to four (4) weeks of accrued sick leave as paid paternity/adoption/foster child placement leave. During such leave, employees who are in a Department Head role will make themselves available to the City periodically, and not unreasonably, by telephone, computer or otherwise to assist in maintaining the ongoing operations of their Department.
12 (Medical Coverage)	Change the premium cost sharing arrangement on the AB 10/20/45 plan to 87.5%/12.5% on July 1, 2020; and 85%/15% on July 1, 2021.
12 (Medical Coverage)	Set calculation of amount of health insurance buyout at twenty percent (20%) of the City's cost for the single person health insurance coverage provided to members of this bargaining unit. [Currently the City pays \$10,010.41 for such coverage, so 20% is \$2,002.08].
New (Salary Grades)	Move Librarians into Grade 13.

I believe that this tentative agreement is both fair and reasonable. The tentative agreement is also consistent with the negotiating guidelines provided by the City Council, including maintenance of the rolling 10-year average CPI-U as the basis for annual COLA increases. I recommend it to you for ratification. I will also be happy to answer any questions that you have about this tentative agreement

**WORKING AGREEMENT**

**BETWEEN**

**CITY OF PORTSMOUTH, NEW HAMPSHIRE**

**AND WHERE APPROPRIATE,  
THE PORTSMOUTH POLICE COMMISSION**

**AND THE**

**PORTSMOUTH PROFESSIONAL MANAGEMENT ASSOCIATION**

**THREE YEAR AGREEMENT**

**JULY 1, ~~2016-2019~~ THROUGH JUNE 30, ~~2019~~2022**



**WORKING AGREEMENT**

**PREAMBLE**

This Agreement entered into by the City of Portsmouth (hereinafter referred to as “the City”), the Portsmouth Police Commission (hereinafter referred to as “the Commission”) and the Portsmouth Professional Management Association (hereinafter referred to as “the Association”), has as its purpose the promotion of harmonious relations between the City and the Commissions and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to provide for the salary structure, wages, fringe benefits and employment conditions of the employees covered by this Agreement. Within the collective bargaining agreement where the male or female gender is exclusively used, it shall be understood that it does not limit the benefits to just the gender that was mentioned.

As a result of the 1988 Amendment to the City Charter, the Working Agreement must include both the City and Commissions as parties. Where appropriate, reference to the City shall be considered to include the Commissions as well. Such inclusion shall be consistent with the City Charter and applicable City Ordinances.

**SECTION 1. RECOGNITION AND MANAGEMENT RIGHTS**

The City, and where appropriate, the Police Commission recognizes the Association as the exclusive representative of all permanent full-time and part time Department Heads and Management employees as listed in Section I in the following position classifications:

<a href="#"><u>Accountant I</u></a>
<a href="#"><u>Accountant II</u></a>
<a href="#"><u>Administrative Assistant I</u></a>
<a href="#"><u>Administrative Assistant II</u></a>
<a href="#"><u>Appraiser I</u></a>
<a href="#"><u>Appraiser II</u></a>
<a href="#"><u>Assessing Administrative Assistant I</u></a>
<a href="#"><u>Assessing Technician</u></a>
<a href="#"><u>Asset Management Coordinator</u></a>
<a href="#"><u>Assistant Assessor</u></a>
<a href="#"><u>Assistant Building Code Inspector</u></a>
<a href="#"><u>Assistant Building Inspector</u></a>
<a href="#"><u>Assistant City Engineer</u></a>
<a href="#"><u>Assistant Engineer/Planner</u></a>
<a href="#"><u>Assistant Library Director</u></a>
<a href="#"><u>Associate Planner</u></a>
<a href="#"><u>Assistant Building Inspector</u></a>
<a href="#"><u>Assistant City Manager</u></a>
<a href="#"><u>Assistant Community Development Director</u></a>
<a href="#"><u>Assistant Engineer</u></a>
<a href="#"><u>Assistant Planning Director</u></a>
<a href="#"><u>Auditor</u></a>
<a href="#"><u>Chief Building Inspector</u></a>
<a href="#"><u>City Engineer</u></a>
<a href="#"><u>City Engineer Water/Sewer</u></a>
<a href="#"><u>Commercial Assessor</u></a>
<a href="#"><u>Communications Manager</u></a>
<a href="#"><u>Communications Supervisor</u></a>
<a href="#"><u>Community Development Coordinator</u></a>
<a href="#"><u>Community Development Mgr/Asst Spec Projects</u></a>
<a href="#"><u>Controller</u></a>

<a href="#">Deputy Assessor</a>
<a href="#">Deputy Assessor II</a>
<a href="#">Deputy DPW Director</a>
<a href="#">Deputy Finance Director</a>
<a href="#">Deputy Health Officer</a>
<a href="#">Deputy Library Director</a>
<a href="#">Deputy Parking Clerk</a>
<a href="#">Deputy Tax Collector II</a>
<a href="#">Economic Development Manager</a>
<a href="#">Electrical Inspector</a>
<a href="#">Engineer Supervisor</a>
<a href="#">Enterprise Accountant</a>
<a href="#">Environmental Compliance Coordinator</a>
<a href="#">Environmental Planner/Sustainability Coordinator</a>
<a href="#">Facilities Project Engineer/Manager</a>
<a href="#">Facility Project Manager</a>
<a href="#">Finance Application Specialist</a>
<a href="#">Finance Assistant</a>
<a href="#">Finance Director</a>
<a href="#">Fire Marshall</a>
<a href="#">Fire Prevention Officer</a>
<a href="#">GIS Coordinator</a>
<a href="#">GIS Manager</a>
<a href="#">GIS Specialist</a>
<a href="#">GIS Stormwater Technician</a>
<a href="#">Health Inspector</a>
<a href="#">Health Officer</a>
<a href="#">Housing Specialist</a>
<a href="#">IT Manager</a>
<a href="#">Land Use Compliance/Assistant Planner</a>
<a href="#">Land Use Compliant Agent</a>
<a href="#">Librarian II</a>
<a href="#">Library Director</a>
<a href="#">Office Manager</a>
<a href="#">Parking &amp; Transportation Engineer</a>
<a href="#">Parking Clerk</a>
<a href="#">Parking Director</a>
<a href="#">Parking Manager</a>
<a href="#">Planner I</a>
<a href="#">Planning Director</a>
<a href="#">Plumbing Inspector/Mechanical</a>
<a href="#">Inspector Principal Planner</a>
<a href="#">Process Instrumentation Technician</a>
<a href="#">Project Manager for Engineering &amp; Operations</a>
<a href="#">Public Information Officer</a>
<a href="#">Purchasing Coordinator</a>
<a href="#">Recreation Director</a>
<a href="#">Resd. Confs. Inspection Officer</a>
<a href="#">Revenue Administrator</a>
<a href="#">SCADA Manager</a>
<a href="#">SCADA Technician</a>
<a href="#">Solid Waste Sustainability Coordinator</a>
<a href="#">Special Projects Manager</a>
<a href="#">Tax Assessor</a>
<a href="#">Transportation Planner</a>
<a href="#">Water Quality Specialist</a>
<a href="#">Water Resource Engineer</a>

Water Resources Manager Webmaster
Welfare Administrator
Welfare Case Technician
Welfare Director
WW Operations Manager
Zoning Enforcement Officer

<p>Environmental Compliance Coordinator                  Deputy Health Officer                  Water Resources Manager                  Assessor                  Principal Planner                  City Auditor                  Controller                  IT Manager                  Deputy Assessor I                  Deputy Library Director                  Assistant Library Director                  Economic Development Manager                  Finance Director                  Library Director                  Planner I                  Planning Director                  Plumbing/Mechanical Inspector                  Recreation Director                  Special Projects Manager                  Webmaster                  Deputy Public Works Director                  Division Director (Parking &amp; Trans)                  Revenue Administrator                  Appraiser I                  Health Inspector                  Facilities Project Manager                  Deputy Tax Collector II</p> <p>Assistant City Manager                  SCADA Manager                  Finance Assistant                  Transportation Planner                  Assistant Planning Director                  Administrative Assistant I                  IT Coordinator                  Librarian II                  Welfare Administrator                  Enterprise Accountant                  Deputy Assessor II                  City Engineer                  Welfare Director                  Community Development Director</p>	<p>Communications Supervisor                  Building Inspector                  Chief Building Inspector                  Office Manager                  Housing Specialist                  Deputy Finance Director                  Environmental Health Officer                  Assistant Building Inspector                  Associate Planner                  Accountant I                  Accountant II                  Welfare Case Technician                  Housing Code Inspector                  Purchasing Coordinator                  Environmental Planner/Sustainability                  Coordinator                  Appraiser II                  Traffic Engineer                  Parking Manager                  Solid Waste Sustainability Coordinator                  Land Use Compliance Agent                  Water Quality Specialist                  Administrative Assistant II                  SCADA Tech                  Land Use Compliance/Asst. Planner                  Assistant City Engineer                  Public Outreach/Information Coordinator                  Engineering Supervisor                  Assistant Community Development Director                  Zoning Enforcement Officer                  Fire Marshall                  Assistant Engineer/Planning                  GIS Coordinator                  Community Development Manager                  Electrical Inspector                  Communications Manager                  Assessing Technician                  Deputy Parking Clerk                  Parking Clerk                  Community Development Coordinator                  Water Resource Manager                  GIS Manager                  Facility Manager/Project Engineer                  Project Manager for Eng &amp; Operations</p>
---	---

Parking Director  
 Fire Prevention Officer  
 Assistant Assessor

Parking & Trans Engineer  
 Tax Assessor

Should any position previously mentioned in this section be modified or eliminated, Section 4 B of the City of Portsmouth Policy Memorandum No. 31 effective November 15, 1993 will be followed and the Association will be notified and the City will offer to negotiate concerning the effects of the exercise of its management prerogative. The City, and where appropriate the Police Commission, retains all the right and authority to manage and direct their respective employees, except as otherwise specified in this Agreement. The Association acknowledges the right of the City and the Police Commission to make any rules and regulations governing the conduct of its employees, provided they are not inconsistent with the provisions of this Agreement. In any case where this Agreement is silent on practices, terms or conditions of employment, the Merit System, as amended, shall prevail, unless its provisions are found contrary to the Law. Management will follow the language in the Merit System for disciplinary action excluding #8 (which is contrary to the Law).

## SECTION 2. UNION SECURITY

- ~~A.~~ ~~All eligible employees covered by this Agreement as listed in Section 1 above who become and remain members of the Association in good standing within 15 days after the signing of this Agreement during the term of this Agreement shall remain a member of the Association for the duration of this Agreement except upon termination of employment or paying agency service fee as stated in paragraph "C" below.~~
- ~~BA.~~ The Association shall have the exclusive right to the deduction and transmittal of dues on behalf of each member. A member may consent in writing to the authorization of the deduction of Association dues from his/her wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the City and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Association dues by giving at least 60 days notice, in writing, to the City, ~~at which time Paragraph "C" below shall take effect. A copy of the dues revocation shall be forwarded to the Association.~~
- ~~C.~~ ~~The City shall require every member of the Bargaining Unit which chooses not to maintain membership in the Association to make a monthly payment of agency service fees computed on the basis of the Association's dues structure for the cost of collective bargaining and contract administration. The Association shall provide written verification of the percentage of dues used for contract negotiations and administration which shall be updated from time to time as necessary. Payment of such fee will be a condition of continued employment of the City of Portsmouth. The City hereby agrees, pursuant to paragraph "A" above, to deduct said sum from the wages of the Members of the Association who have either withdrawn or declined to join the Association, given that written authorization has been received as required.~~
- ~~DB.~~ ~~Agency Association~~ dues will commence within ten days after becoming a permanent full-time City employee. The amount to be deducted or paid by the employee shall be certified to the City by the Treasurer of the Association. Aggregate deductions/payments of all Association members shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth (15th) day of the succeeding month after said deductions/payments are made. ~~This authorization shall be irrevocable during the term of this Agreement.~~
- ~~EC.~~ The Association agrees to indemnify and hold the City harmless against any and all

claims, demands, suits or liability and for all legal costs arising from any actions taken or not taken by the City in compliance with this Section.

~~FD.~~ New Association members shall, at the City's expense, be provided with a copy of this Working Agreement and all appendices hereto.

**SECTION 3. HOLIDAY/LEAVE BENEFITS**

A. The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King day
- President's Day
- One-half day on Good Friday<sup>1</sup>
- Memorial Day
- Independence Day Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Preceding Monday if Christmas comes on Tuesday
- Following Friday if Christmas comes on Thursday

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the Holiday. Whenever any of the Holidays listed above falls on Sunday, the following Monday shall be observed as the Holiday. Association members who are required to work on any of the above listed holidays shall receive a day off in lieu of the holiday. Permanent part time employees will not be eligible for holidays.

B. All regular full-time employees who have been employed by the City, the Fire Department, or the Police Department as appropriate, for a period of at least twelve (12) months and who are otherwise eligible shall be entitled to a vacation based on their anniversary date of employment as follows:

<u>One to five years inclusive</u>	<u>15 days (1.25 days/month)</u>
<u>Six years inclusive</u>	<u>16 days (1.33 days/month)</u>
<u>Seven years inclusive</u>	<u>17 days (1.417 days/month)</u>
<u>Eight years inclusive</u>	<u>18 days (1.5 days/month)</u>
<u>Nine years inclusive</u>	<u>19 days (1.583 days/month)</u>
<u>Ten years inclusive</u>	<u>20 days (1.667 days/month)</u>
<u>Eleven years inclusive</u>	<u>21 days (1.75 days/month)</u>
<u>Twelve years inclusive</u>	<u>22 days (1.833 days/month)</u>

- ~~One to two years inclusive~~
- ~~Three years inclusive~~
- ~~Four years inclusive~~
- ~~Five years inclusive~~
- Six years inclusive
- Seven years inclusive
- Eight years inclusive
- Nine years inclusive

Formatted: Indent: Left: 0", First line: 0"

<del>Ten years inclusive</del>	<del>14 days (1.167/month)</del>
<del>Eleven years inclusive</del>	<del>15-16 days (1.25033/month)</del>
<del>Twelve years inclusive</del>	<del>15-17 days (1.250417/month)</del>
<del>Thirteen years inclusive</del>	<del>16-18 days (1.33350/month)</del>
<del>Fourteen Years</del>	<del>16-19 days (1.333583/month)</del>
<del>Fifteen Years</del>	<del>17-20 days (1.417667/month)</del>
	<del>17-21 days (1.41775/month)</del>
	<del>18-22 days (1.58833/month)</del>
10 days (0.834/month)	19 days (1.584/month)
11 days (1.917/month)	20 days (1.667/month)
12 days (1.000/month)	
13 days (1.083/month)	

Newly hired employees may use sick leave during their probationary period at the discretion of and with the approval of, the employee's supervisor. Once a newly hired employee has completed his or her probationary period, he or she may take earned leave during the first year of service.

All permanent part time employees working 18.25 hours per week or more and who have been employed by the City for a period of at least twelve months and who are otherwise eligible shall be entitled to a vacation based upon their anniversary date of employment as follows:

	30 hrs <u>week</u>	25 hrs <u>week</u>	20 hrs <u>week</u>
1-5 yrs inclusive	8 days	6.5 days	5 days
6 years inclusive	9 days	7 days	6 days
7 years inclusive	10 days	8 days	6 days
8 years inclusive	10 days	9 days	7 days
9 years inclusive	11 days	9 days	7 days
10 years inclusive	12 days	10 days	8 days
11 years inclusive	13 days	11 days	8 days
12 years inclusive	13 days	11 days	8 days
13 years inclusive	14 days	11 days	9 days
14 years inclusive	14 days	11 days	9 days
15 years inclusive	14 days	12 days	9.5 days
16 years inclusive	14 days	12 days	9.5 days
17 years inclusive	15 days	13 days	10 days
18 years inclusive	15 days	13 days	10 days
19 years inclusive	16 days	13 days	10.5 days
20 years inclusive	16 days	13 days	10.5 days

18.25 hrs  
week

1-5 years inclusive	5 days
6 years inclusive	5.5 days

7 years inclusive	6 days
8 years inclusive	6.5 days
9 years inclusive	7 days
10 years inclusive	7.5 days
11 years inclusive	8 days
12 years inclusive	8 days
13 years inclusive	8.5 days
14 years inclusive	8.5 days
15 years inclusive	9 days
16 years inclusive	9 days
17 years inclusive	9.5 days
18 years inclusive	9.5 days
19 years inclusive	10 days
20 years inclusive	10 days

Accumulated Days: The maximum accrued vacation for permanent part time employees shall be limited by the following formula.

Hours per week	Accumulation of Days
30	28
25	23
20	18.5
18.5	17.5

- C.1 Association members who are required by the nature of their duties to attend meetings and/or work related activities at times other than their normal work day, shall receive, as compensation for this overtime, one-half (1/2) day added to their vacation time for each meeting attended during a calendar year to a maximum of ten (10) days per calendar year. Beginning July 1, 2014, an additional two (2) days per calendar year may be earned at a rate of one (1) day per five (5) additional meetings attended. Maximum accrued vacation time shall not exceed fifty (50) days. In the event an employee has accumulated more than fifty (50) days of unused vacation at the end of each year, said employee shall be paid no more than 10 days accumulated in excess of fifty (50). Payment will be made in the first payroll in February following the calendar year.
- C.2. Employees who are determined to be non-exempt for the purpose of the Fair Labor Standards Act will be paid overtime at the rate of time and one-half their regular rate for hours worked in excess of forty (40) hours per week.
- C.3. Paid leave time, including but not limited to vacation, compensatory time, personal time, and sick leave will not be considered time worked for purposes of calculating overtime. Holiday time and bereavement time only will be considered time worked for purposes of calculating overtime.
- C.4. Employees shall be entitled to use any accumulated vacation hours or sick leave benefits on an hourly basis.
- D. Each member shall be entitled to two (2) non-accumulative personal leave days per contract year to attend to matters that cannot be transacted at any other time. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal

leave days, an employee must have completed his or her probation period prior to July 1. In other words, a new employee will not get any personal days until July 1 following the completion of his or her probationary period.

E. A non-exempt employee called in by a supervisor at times other ~~then~~ than his/her normal work hours shall be paid a minimum of three (3) hours at the time and one-half rate. Any employee who is recalled with an original call-out minimum time period shall not be entitled to additional compensation until the minimum time requirement has been attained.

E.1 SICK LEAVE **ELIGIBILITY**

Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year (or 1.25 days per month).

- a. Employees hired prior to March 30, 1990 shall be entitled to Accumulated Sick Leave without limitation as to the number of days.
- b. Employees hired on or after March 30, 1990 shall have Sick Leave Accumulation limited to 150 days.
- c. Employees hired after July 1, 1996 shall accumulate sick leave as set forth in Item b above, but shall receive no payment of sick leave upon retirement, termination, or death. Any such employee who has accrued one hundred (100) or more sick days shall be paid three (3) day's pay if they used no sick days in the calendar year, two (2) day's pay if they used one sick day in the calendar year and one (1) day's pay if they used no more than 2 days in a calendar year. Payment will be made in the first payroll in February following the calendar year.
- d. For employees hired after July 1, 2014, starting in their 6<sup>th</sup> year of employment with the City, employees will receive 10 sick days per year (or 0.83 per month).

**PAYOUT**

- e. Upon retirement from employment or termination of the employee, an amount equal to eighty-five percent (85%) of accumulated sick leave shall be paid to the employee. Upon death of an employee, while in the employment of either the City, or the Police Department the City shall pay to the employee's estate an amount equal to one-hundred (100%) percent of the employee's accumulated sick leave.

**BUY OUT OPTION**

- f. The parties agree that in the event the City Council appropriates money to use to buy out a portion of employee's sick leave accounts, that each employee may accept buy out of any portion he or she voluntarily agrees to in writing based upon the terms offered. The parties recognize that if limited buy out funds are available, buy out offers will be made to



employees based on seniority.

- E.2 Sick leave for permanent part time employees who work 18.75 hours per week or more shall be based upon the following schedule:

100% = 37.25 hours = 13 days per year (1.083/month)

80% = 30 hours = 10 days per year (0.883/month)

67% = 25 hours = 9 days per year (0.750/month)

53% = 20 hours = 7 days per year (0.583/month)

50% = 18.75 hours 6.5 days per year (0.542/month)

It is understood that the same restrictions apply with respect to accumulation as apply to full time employees.

- E.3 With due consideration to the budget, members of this bargaining unit shall give notice of their retirement to the City Manager and, when applicable, the Police Commission, by January 15 of the year prior to the Fiscal Year of the intended retirement date.

1. A retiring member, at his/her option, will receive payment for accrued sick leave and annual leave in two installments (or three annual installments if appropriate notice is given):

- a. The first installment may be paid anytime after July 1st of the first fiscal year following the notification of retirement, and shall equal 50% of his/her accrued sick leave.

- b. The second installment shall be paid after July 1st of the second fiscal year following the notification of retirement, and shall equal the balance of his/her accrued sick and annual leave.

[All payments will be calculated in accordance with formulas set forth in other sections of this contract and City Policy and Procedure.]

2. Notice of retirement may not be withdrawn, unless otherwise approved by the City Manager or, when applicable, the Police Commission.

- E.4 Notwithstanding the foregoing, a member may retire without giving the notice set forth in E.3 in which event the payment of his/her accrued sick leave in accordance with the formulas set forth in this Contract will not occur until the start of the next fiscal year after the employee's notice of retirement unless otherwise agreed to by the City Manager (the ~~the~~ Police Commission if applicable) in an exceptional case. Payment shall be made in accordance with paragraph E.1 (e)

- F. All permanent full-time employees shall be entitled to Emergency Leave up to three (3) days with pay for death or grave illness in the immediate family. If needed, an additional two (2) days may be granted by a Department Head at his/her discretion, for the immediate family. Immediate family shall be defined as follows: spouse, child (included adopted child), parent (including parent by adoption), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law. Grave illness is defined as illness or accident from which one is not likely to

survive.

All permanent full-time employees shall be entitled to Emergency Leave up to two (2) days for the death of an aunt, uncle, or of a spouse's aunt or uncle.

G. Supplemental sick leave requests should be made for only emergent, serious, or life threatening illnesses, injuries, impairments, or mental or physical conditions that have caused, or are likely to cause, the employee to take leave without pay, provided appropriate medical information is provided. Requests for supplemental sick leave shall be made to the Human Resources Department after all accrued sick leave is exhausted, and approval of use of said leave shall be made by the City Manager. An employee is considered to be on active status when on supplemental sick leave (as opposed to a leave of absence without pay) and is entitled to accrue annual leave, sick leave, and personal days. Pooling of sick leave to act as supplemental sick leave shall be allowed by the membership of PMA. PMA members may voluntarily donate up to 5 days (37.5 hours) of accrued sick leave annually on May 30<sup>th</sup> of each year of this contract. The use of this time is administered by the conditions described above. The pool will be capped at 150 days, and may be rolled over annually. The withdrawal of supplemental sick leave is capped at 60 days per individual year.

Formatted: Indent: Left: 0"

Formatted: Justified, Indent: Left: 0", Hanging: 0.5"

Formatted: Indent: Left: 0"

**SECTION 4A. SALARY ADJUSTMENT**

- A. The Salary Schedule as approved by the City Council, and attached hereto at Attachment A, shall be revised to reflect the COLA Adjustments described in Section 4B: COLA Adjustments, below.
- B. Employees shall be paid in accordance with the following schedule:
 

First six (6) months	Step A
After 6 months satisfactory service	Step B
After 18 months satisfactory service	Step C
After 30 months satisfactory service	Step D
After 42 months satisfactory service	Step E
<u>After 90 months of satisfactory service</u>	<u>Step F*</u>
After 120 months satisfactory service	Step <del>F</del> <u>G</u> ** (effective July 1, 2011)
After 180 months satisfactory service	Step <del>G</del> <u>H</u> *** (effective upon CBA execution and not retroactive)

\*Step F will be ~~2.75~~1.0% more than Step E. Employees must spend one (1) year at Step E to be eligible for Step F.  
\*\* Step G will be ~~2.175~~1.75% more than Step F. Employees must spend one (1) year at Step F to be eligible for Step G.  
\*\*\* Step H will be 2% more than Step G. Employees must spend one (1) year at Step G to be eligible for Step H.

C. Whenever any full-time PMA member fills a temporary duty assignment in an "Acting" capacity pursuant to written direction from the City Manager or the Human Resources Director, the PMA member will receive step increases in the "Acting" position based upon standard payroll practices for giving step increases in the new grade as if the employee had been promoted. This language shall not be construed to require any specific level of pay once the "Acting" status is terminated and the employee is returned to his or her former position.

**SECTION 4B. COLA ADJUSTMENTS**

- A. Effective July 1, ~~2016~~2020, ~~July 1, 2017~~ and July 1, ~~2018~~2021, 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 rolling ten (10) year average in the CPI-U for the Boston-Cambridge-Newton, ~~MA-NH~~, all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS. The applicable COLA averages for the past ten years are attached as Appendix B.

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

- B. Applicability After Contract Expires:

It is clearly understood that in the event that the Working Agreement expires without a successor Working Agreement being settled prior to July 1, ~~2019~~2022 that no further COLA adjustments after July 1, ~~2018~~2021 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, ~~2019~~2022.

Full-time employees with a Masters degree from an accredited institution of higher education shall receive ~~One thousand four hundred and fifty dollars and eighty four cents (\$1,509.60)~~One thousand six hundred and two dollars and twenty-two cents (\$1602.22) for full-time employees and ~~seven hundred and twenty five~~eight hundred and one dollars ~~dollars and forty two cents (\$754.80)~~801.00 for part-time employees, added to base salaries. This will increase by the 10-year rolling COLA average each July 1 of this contract.

#### **SECTION 5. WORKMEN'S COMPENSATION**

The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement as provided for under the State Statute.

#### **SECTION 6. DENTAL PROGRAM**

The City shall enroll all members in the Association in Cigna Dental Coverage. The City shall pay for the single, two-person or family plan as may be required. If the City intends to bid insurance coverage, the Association will be given appropriate advance notice. As soon as practical after City Council approval, the City shall enroll all member in the Association in Northeast Delta Dental.

#### **SECTION 7. DISABILITY INCOME INSURANCE AND LIFE INSURANCE**

The City shall obtain Disability Income Insurance for members of the Association equal to two-thirds (2/3) of the monthly salary not to exceed five thousand (\$5,000) dollars per month. Said insurance shall be effective after the 61st day of disability with benefits payable to age 65. The City shall provide a group life insurance policy for eligible members of the Association in the amount of the current annual salary of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy. Only regular full-time employees working 25 hours or more a week shall be eligible for Disability Income Insurance and Life Insurance.

**SECTION 8. PARENTAL ADOPTION/LEAVE**

- A. Upon application of the employee and approval by the City Manager, a maternity leave of absence shall be granted to permanent full-time employees who have been employed at least one (1) year before said application.
- B. Said leave to commence at the beginning of the disability period as determined by the employee's physician and not to exceed three (3) months after the birth of the child.
- C. It will be the responsibility of the employee to notify the City Manager one (1) month prior to the employee's returning to work.
- D. At the beginning of the disability period, said employee shall use 100% of sick and annual leave, unless the City Manager's approval has been obtained under Paragraph H.
- E. An employee shall not forfeit seniority during this parental/adoption leave of absence.
- F. Adoption: Any bargaining unit employee adopting an infant shall be granted a leave of absence not to exceed three (3) months without pay.
  - 1. Such leave shall commence upon her/his receiving de facto custody of said infant or up to two (2) months earlier if necessary to fulfill the requirements of adoption.
- G. Said employee may keep benefits in force while on said leave by paying group rate premiums to the City at 100%.
- H. Based on approval by the City Manager, an employee on maternity or adoption leave may take unpaid leave, with sick leave and vacation time remaining on the books.
- I. A bargaining unit member may use up to four (4) weeks of accrued sick leave as paid paternity/adoption/foster child placement leave. During such leave, employees who are in a Department Head role will make themselves available to the City periodically, and not unreasonably, by telephone, computer or otherwise to assist in maintaining the ongoing operations of their Department.

**Formatted:** Justified, Indent: Left: 0", Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.75"

**Formatted:** Font: Not Bold

**Formatted:** Font: Not Bold, Font color: Auto

**Formatted:** Indent: First line: 0"

**SECTION 8.A FAMILY AND MEDICAL LEAVE ACT**

Independent of any other section of this contract, employees shall be entitled to leave as required by the Family and Medical Leave Act.

The Association and the employer agree that the Interim Policy as implemented by the City

Manager regarding the Family Medical Leave Act, Policy #30, shall be applicable to the employees covered by this agreement. It is further agreed that should management initiate a change to said policy that it will be negotiated with the Association and subject to all appropriate approvals (unless required by law).

#### **SECTION 9. GRIEVANCE PROCEDURES**

- Step 1. A grievance shall mean a complaint by an employee or group of employees arising out of an interpretation of the provisions of this contract or conditions of employment implied but not necessarily stated in this contract. A grievance to be considered under this procedure must be initiated by the employee/employees within fifteen working days of its occurrence or when an employee shall have reasonably known of its occurrence.
- Step 2. Any employee who has a grievance shall discuss it first with an Association representative and attempt to determine if indeed a grievance does exist. This meeting may result in the Association discussing the grievance with the City Manager, or Police Chief as appropriate, (if it is a Police Department matter), in an attempt to resolve the matter informally.
- Step 3. If, as a result of the discussion the matter is not resolved to the satisfaction of the employee within seven working days, after said discussion he shall set forth his grievance in writing to the City Manager or the Police Chief, as appropriate, specifying:
- A. The nature of the grievance and date occurred;
  - B. The nature and extent of the injury, loss or inconvenience;
  - C. The results of previous discussions; and,
  - D. His/her dissatisfaction with decisions previously rendered.
- The City Manager, or Police Chief as appropriate, shall communicate, in writing, his decision to the employee within five (5) working days of the receipt of the written grievance.
- Step 4A. If a grievance which was properly before the Police Chief is not resolved to the employee's satisfaction, the employee may request a hearing before the Police Commissioners as appropriate. Such hearing will be provided in Executive Session unless otherwise provided by law. The request for hearing must be made by the employee within five (5) working days of the receipt of the Fire Chiefs or Police Chiefs answer to the grievance. The Commissions shall communicate, in writing, its decision to the employee within five (5) working days of the hearing.
- Step 4B. If the grievance is not resolved to the employee's satisfaction after receipt of either the City Manager's or the Commission's written decision, the employee or the Association on his or her behalf may request arbitration. In order to be timely, the request for arbitration must occur within ten (10) working days of the City Manager's or Commission's decision, as appropriate. The parties shall attempt to choose an arbitrator by mutual agreement. However, if they are unable to reach agreement, they shall use the services of the New Hampshire Public Employee

Relations Board to select an arbitrator. Such arbitration shall be held in accordance with the provisions of the New Hampshire Revised Statutes, Annotated, Chapter 542. Each party shall bear the expense of its own representation at such arbitration proceeding and shall share the cost of the arbitrator as well.

- Step 5. The arbitrator shall have no authority or power to make any award changing, amending, adding to or subtracting from the provisions of this Agreement. The decision and award of this arbitrator shall be in writing and shall be final and binding upon the employee or employees involved and the parties to this agreement. In the event of arbitration; only one case shall be heard at a time before the same arbitrator unless the parties mutually agree otherwise.
- Step 6. Any agreements or settlements reached prior to arbitration regarding the grievance shall be final and binding upon the parties.
- Step 7. Time extensions of the above listed step requirements may be granted by mutually written agreement. The time limits as set forth above when referring to "working days" shall mean weekdays, Monday through Friday, excluding recognized holidays.

**SECTION 10. COURSE REIMBURSEMENT**

Each Association member shall be entitled to course reimbursement by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager, or as appropriate, the Police Chief is required. Reimbursement shall be contingent upon successful completion.

**SECTION 11. LONGEVITY**

Employees shall receive the following longevity bonuses payable in December to employees who are on the payroll at the time of payment. Longevity payments will be made annually at the level established below based upon full-time service with the City:

After the completion of 5 years of service	<del>\$ 301.89</del> <u>\$320.36</u>
After the completion of 10 years of service	<del>\$ 603.78</del> <u>\$640.73</u>
After the completion of 15 years of service	<del>\$ 905.67</del> <u>\$961.10</u>
After the completion of 20 years of service	<del>\$1,207.56</del> <u>\$1,281.48</u>
After the completion of 25 years of service	<del>\$1,509.45</del> <u>\$1,601.84</u>
After the completion of 30 years of service	<del>\$1,811.34</del> <u>\$1,922.20</u>
After the completion of 35 years of service	<del>\$2,113.23</del> <u>\$2,242.56</u>

These longevity bonuses will increase by the 10-year rolling COLA average ~~each on July 1, 2020 and July 1, 2021. of this contract.~~

**SECTION 12. MEDICAL COVERAGE**

- A. ~~As soon as possible after City Council approval, the employees will change to~~For the first year of this agreement, Employees will be offered health insurance under the AB20 \$10/\$20/\$45 plan at a 90% (City)/10% (Employee) premium split. Beginning on

July 1, 2020, Employees will be offered health insurance under the AB20 \$10/\$20/\$45 plan at an 87.5% (City)/12.5% (Employee) premium split. Beginning on July 1, 2021, Employees will be offered health insurance under the AB20 \$10/\$20/\$45 plan at an 85% (City)/15% (Employee) premium split. The City's total contribution to health insurance (including any premium, additional tax or assessment) will not exceed the current threshold levels for assessment of the "Cadillac Tax" under the Affordable Care Act (\$10,200/single \$27,500/2-person and family).

- B2. The City will establish as soon as possible an IRS 125 Premium Reduction Plan which employees may voluntarily participate in.
- B3. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this ~~five (5)~~three (3) year agreement - such plan would only become effective if ratified by the Association, approved by the City Manager and approved by the City Council. Additionally, the parties agree that a flexible spending account may be implemented by management either as part of a cafeteria plan or independently without any additional approvals.
- B4. The Association agrees to participate in a City-wide committee to explore health insurance options.
- C. Permanent Part time employees who work at least thirty hours per week will be provided coverage as set forth above depending on their date of hire. Said employees will also be provided Dental Coverage.
- D. ~~The parties agree that employees currently receiving stipends in lieu of health insurance coverage will receive five hundred dollars (\$500.00) per quarter effective July 1, 2016. Effective July 1, 2019, the City will pay an annual health insurance opt-out stipend to employees who elect not to take health insurance coverage offered by the City, and who have health insurance from another source that does not subject the City to any penalty under the terms of the Affordable Care Act. The amount of this stipend will be equivalent to twenty percent (20%) of the City's share of the total premium cost for single person coverage under the AB20 \$10/\$20/\$45 plan. No additional~~ employees shall receive such stipends when both spouses work for the City. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department.
- E. Regular full-time employees and part-time employees working at least thirty hours shall have their health and dental coverage commence the first of the month after their date of hire.

#### **SECTION 13. HEALTH AND WELFARE AND DENTAL COVERAGE FOR EMPLOYEES WORKING REDUCED HOURS**

Any full time employee who has worked as a full time employee more than two years and whose hours are reduced to less than full time in his/her current position will be entitled to health and dental coverage with the employer and the employee contributing to the cost as set forth below.

- A. The reduction in hours will be at the discretion of the City Manager, or the Police Commission as appropriate.
- B. The employee must work a minimum of 25 hours per week on a regular basis.
- C. Effective July 1, 2002, the employee will pay 30% of the cost of health insurance and dental insurance.
- D. It is understood that it is the City's Manager's or Police Commission's option, as appropriate, to cancel the reduced hours arrangement based on 30 days notice.

#### **SECTION 14. CLOTHING ALLOWANCE**

The Deputy Fire Chiefs and Fire Prevention Officer/Safety Officer shall be provided with four-hundred fifty (\$450) dollars clothing allowance per contract year to purchase both work and dress uniforms as prescribed by the Police Chief's approved list.

#### **SECTION 15. DEFENSE OF LAW SUITS**

The City shall indemnify and hold harmless any employees covered by this Agreement from any and all losses, including reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, suit, or judgment arising out of any act or omission of the employee if, at the time of the act or omission, the employee was acting within the scope of his employment or office.

#### **SECTION 16. MILITARY LEAVE OF ABSENCE**

To foster and encourage service in the United States Military Reserve and the National Guard, the City will pay any employee who is a member of the United States Military Reserve or the National Guard, the difference between his or her military pay and the employee's regular weekly straight time pay when on normal annual training sessions. Payment of the above stated differential shall not apply to regular monthly meetings, or when the employee enters full time active duty.

#### **SECTION 17. SENIORITY**

Definition: An employee's seniority shall commence with his/her hiring date provided the employee is not discharged and is in the City's continuous employ beyond the probationary period. All employees who are not permanent shall be deemed to have no seniority status and may be discharged. For purposes of interpretation, this seniority definition applies to the date of hire to a position within this Association. This interpretation does not affect longevity or other benefits which may have been so accrued from other bargaining units with the City.

- A. Forfeiture: Seniority is forfeited only by discharge for just cause or retirement or resignation. In no case will seniority be interrupted or forfeited by illness, layoff, military duty or approved leave of absence.
- B. Layoffs: When it is necessary to reduce the number of employees on the City payroll because of the lack of funds, the Police Commission or the City Manager as appropriate will decide which employees will be laid off. The following factors will be considered in



determining layoff:

1. Employee efficiency will be a factor in determining the order in which the employees should be released.
  2. The advisability of demoting employees in higher classifications to lower classes for which they are qualified, and laying off those in lower classifications will also be considered.
  3. All other things being equal, consideration will be given to the employee's length of service with the City of Portsmouth in determining lay-offs.
- C. Re-employment List: Employees separated from the service of the City through no fault of their own shall be placed on a re-employment list.
- D. The City agrees to maintain employees on this re-employment list for twelve (12) months following the employee's date of lay off. This list will be kept for each job classification within each department.
- E. If a vacancy is to be filled, it will be posted within five (5) working days in appropriate City Municipal buildings to allow Association Members an opportunity to indicate their interest in filling such positions by submitting a written statement to that effect to the City Manager, or the Police Commission as appropriate.

**SECTION 18. SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to any Law, such invalidity shall not effect the validity of the remaining provisions.

**SECTION 19. TIME OF AGREEMENT**

This Agreement shall cover a three year period commencing on July 1, ~~2016-2019~~ and ending on June 30, ~~2019-2022~~ with no provision having retroactive effect unless specifically identified as such.

Should neither party to this Agreement initiate negotiations as required by State law, this Agreement will be considered to remain in force and to have been automatically extended.

**SECTION 20. COPIES**

All employees, including new employees, shall be provided with a copy of this Agreement, and all appendices at the City's expense. The Human Resources Director and the Police Chief shall comply with this provision no later than thirty (30) days after the signing of this contract.

**SIGNATURES**

Executed this \_\_\_\_ day of \_\_\_\_\_, ~~2018~~2019.

**PORTSMOUTH PROFESSIONAL  
MANAGEMENT ASSOCIATION**

---

James McCarty  
President

~~Management Association —  
Negotiating Committee~~

~~Rus Wilson  
Nick Cracknell~~

---

**CITY OF PORTSMOUTH  
NEW HAMPSHIRE**

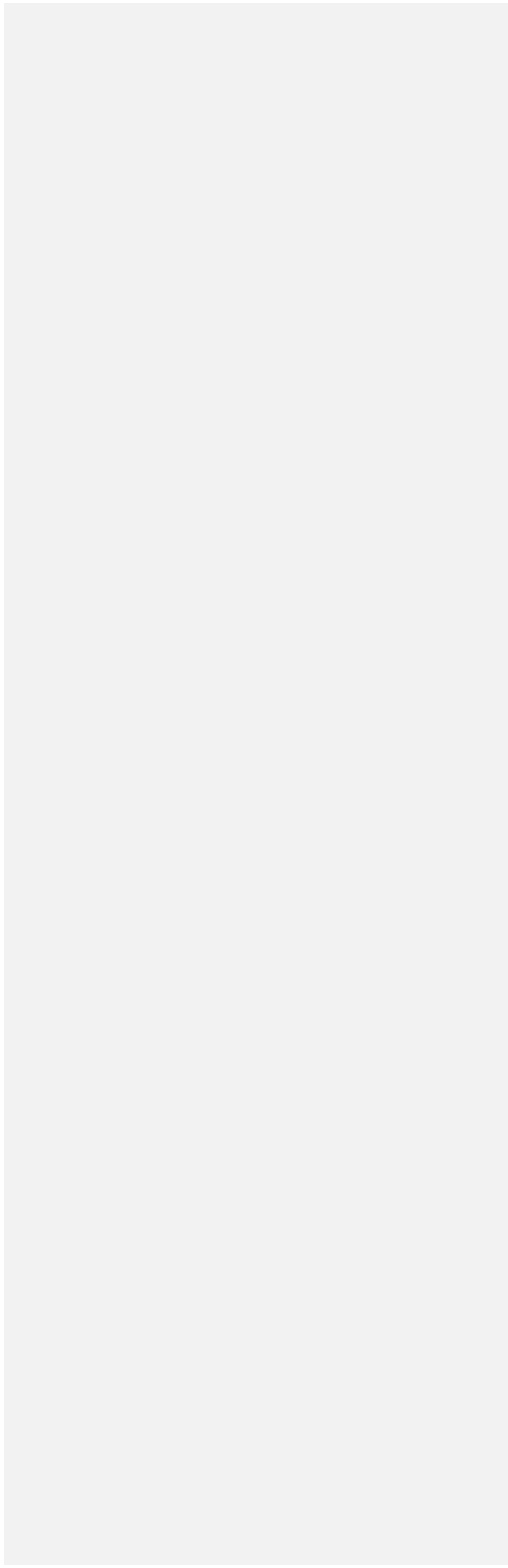
---

John P. Bohenko  
City Manager

~~City of Portsmouth  
Negotiating Committee~~

---

~~Thomas Closson, City Negotiator  
Dianna Fogarty, Human Resources Director  
Peter Rice, Public Works Director~~



**ATTACHMENT A**

**PROFESSIONAL MANAGEMENT ASSOCIATION  
SALARY SCHEDULE  
JULY 1, 2019 - JUNE 30, 2020**

GRADE POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	90 months	120 months	180 months
									7.5 Year Anniversary	10 Year Anniversary	15 Year Anniversary
7 SPECIAL PROJECTS MANAGER ASSESSING TECHNICIAN	\$42,419.46	\$44,540.44	\$46,767.46	\$49,105.83	\$51,561.12	\$52,076.74	\$52,988.08	\$54,047.84	Annual		
	\$21.75	\$22.84	\$23.98	\$25.18	\$26.44	\$26.71	\$27.17	\$27.72	37.5 hrly		
	\$20.39	\$21.41	\$22.48	\$23.61	\$24.79	\$25.04	\$25.48	\$25.98	40 hrly		
8 WEBMASTER	\$44,541.70	\$46,768.78	\$49,107.22	\$51,562.58	\$54,140.71	\$54,682.12	\$55,639.08	\$56,751.84	Annual		
	\$22.84	\$23.98	\$25.18	\$26.44	\$27.76	\$28.04	\$28.53	\$29.10	37.5 hrly		
	\$21.41	\$22.48	\$23.61	\$24.79	\$26.03	\$26.29	\$26.75	\$27.28	40 hrly		
9 OFFICE MANAGER ASSOCIATE PLANNER WELFARE CASE TECH. DEPUTY PARKING CLERK LAND USE COMPLIANCE AGENT ADMINISTRATIVE ASST. I ASSESSING ADMINISTRATIVE ASST. I GIS SPECIALIST GIS STORMWATER TECHNICIAN	\$46,539.85	\$48,866.84	\$51,310.18	\$53,875.69	\$56,569.48	\$57,135.17	\$58,135.04	\$59,297.74	Annual		
	\$23.87	\$25.06	\$26.31	\$27.63	\$29.01	\$29.30	\$29.81	\$30.41	37.5 hrly		
	\$22.37	\$23.49	\$24.67	\$25.90	\$27.20	\$27.47	\$27.95	\$28.51	40 hrly		
11 ADMINISTRATIVE ASST. II DEPUTY TAX COLLECTOR II PURCHASING COORDINATOR APPRAISER I FINANCE ASSISTANT WATER QUALITY SPECIALIST	\$51,257.52	\$53,820.40	\$56,511.42	\$59,336.99	\$62,303.84	\$62,926.88	\$64,028.10	\$65,308.66	Annual		
	\$26.29	\$27.60	\$28.98	\$30.43	\$31.95	\$32.27	\$32.83	\$33.49	37.5 hrly		
	\$24.64	\$25.88	\$27.17	\$28.53	\$29.95	\$30.25	\$30.78	\$31.40	40 hrly		
12 ACCOUNTANT I SCADA TECH PROCESS INSTRUMENTATION TECH	\$54,022.81	\$56,723.95	\$59,560.15	\$62,538.16	\$65,665.07	\$66,321.72	\$67,482.35	\$68,831.99	Annual		
	\$27.70	\$29.09	\$30.54	\$32.07	\$33.67	\$34.01	\$34.61	\$35.30	37.5 hrly		
	\$25.97	\$27.27	\$28.63	\$30.07	\$31.57	\$31.89	\$32.44	\$33.09	40 hrly		
13A	\$52,147.56	\$54,754.94	\$57,492.69	\$60,367.32	\$63,385.69	\$64,019.54	\$65,139.89	\$66,442.68	Annual		
	\$26.74	\$28.08	\$29.48	\$30.96	\$32.51	\$32.83	\$33.41	\$34.07	37.5 hrly		
13 ACCOUNTANT II ASST. BLDG CODE INSPECTOR APPRAISER II DEPUTY LBRY DIR. FIRE PREVENT OFFICER ZONING ENFORCEMENT OFFICER HOUSING SPECIALIST RESID. CONTS. INSP. OFFICER PUBLIC INFORMATION OFFICER LAND USE COMPLIANCE/ASST. PLANNER SOLID WASTE SUSTAINABILITY COORD. PARKING CLERK ASSISTANT ASSESSOR LIBRARIAN II	\$56,453.28	\$59,275.94	\$62,239.74	\$65,351.73	\$68,619.32	\$69,305.51	\$70,518.36	\$71,928.72	Annual		
	\$28.95	\$30.40	\$31.92	\$33.51	\$35.19	\$35.54	\$36.16	\$36.89	37.5 hrly		
	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$33.32	\$33.90	\$34.58	40 hrly		
14 PLANNER I ASSET MANAGEMENT COORDINATOR	\$59,275.68	\$62,239.47	\$65,351.44	\$68,619.01	\$72,049.96	\$72,770.46	\$74,043.95	\$75,524.82	Annual		
	\$30.40	\$31.92	\$33.51	\$35.19	\$36.95	\$37.32	\$37.97	\$38.73	37.5 hrly		
	\$28.50	\$29.92	\$31.42	\$32.99	\$34.84	\$34.99	\$35.60	\$36.31	40 hrly		
15 GIS COORDINATOR ASST. COMMUNITY DEV. DIRECTOR DEPUTY ASSESSOR AUDITOR ENTERPRISE ACCOUNTANT ELECTRICAL INSPECTOR PLUMBING/MECHANICAL INSPECTOR ENVIRONMENTAL COMPLIANCE COORDINATOR COMMUNICATIONS SUPERVISOR COMMUNITY DEVEL. COORD. WELFARE ADMINISTRATOR FINANCE APPLICATION SPECIALIST HEALTH INSPECTOR	\$62,181.30	\$65,290.36	\$68,554.88	\$71,982.62	\$75,581.75	\$76,337.57	\$77,673.48	\$79,226.95	Annual		
	\$31.89	\$33.48	\$35.16	\$36.91	\$38.76	\$39.15	\$39.83	\$40.63	37.5 hrly		
	\$29.89	\$31.39	\$32.96	\$34.61	\$36.34	\$36.70	\$37.34	\$38.09	40 hrly		
16 ASSIST BUILDING INSPECTOR FACILITY PROJECT MGR FIRE MARSHALL	\$65,262.95	\$68,526.10	\$71,952.40	\$75,550.02	\$79,327.53	\$80,120.80	\$81,522.91	\$83,153.37	Annual		
	\$33.47	\$35.14	\$36.90	\$38.74	\$40.68	\$41.09	\$41.81	\$42.64	37.5 hrly		
	\$31.38	\$32.95	\$34.59	\$36.32	\$38.14	\$38.52	\$39.19	\$39.98	40 hrly		

GRADE POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
DEPUTY ASSESSOR II									
PRINCIPAL PLANNER									
TRANSPORTATION PLANNER									
ENV. PLANNER/SUSTAINABILITY COORD									
ASSISTANT CITY ENGINEER									
SCADA MANAGER									
ASST. ENGINEER									
WATER RESOURCE ENGINEER									
GIS MANAGER									
DEPUTY HEALTH OFFICER									
17 PARKING MANAGER	\$68,493.08	\$71,917.73	\$75,513.62	\$79,289.30	\$83,253.76	\$84,086.30	\$85,557.81	\$87,268.97	Annual
CONTROLLER	\$35.12	\$36.88	\$38.72	\$40.66	\$42.69	\$43.12	\$43.88	\$44.75	37.5 hrly
COMMUNICATIONS MANAGER	\$32.93	\$34.58	\$36.30	\$38.12	\$40.03	\$40.43	\$41.13	\$41.96	40 hrly
COMMUNITY DEVELOPMENT									
DIRECTOR/ASST FOR SPECIAL PROJECTS									
ECONOMIC DEVELOP MGR									
IT MANAGER									
18 WELFARE DIRECTOR	\$71,893.04	\$75,487.69	\$79,262.07	\$83,225.18	\$87,386.44	\$88,260.30	\$89,804.86	\$91,600.95	Annual
ASST. LIBRARY DIRECTOR	\$36.87	\$38.71	\$40.65	\$42.68	\$44.81	\$45.26	\$46.05	\$46.97	37.5 hrly
PARKING & TRANS ENGINEER	\$34.58	\$36.29	\$38.11	\$40.01	\$42.01	\$42.43	\$43.18	\$44.04	40 hrly
ASSISTANT CITY MANAGER									
ASSISTANT PLANNING DIRECTOR									
ASSISTANT ENGINEER/PLANNING									
19 TAX ASSESSOR	\$75,458.09	\$79,230.99	\$83,192.54	\$87,352.17	\$91,719.78	\$92,636.97	\$94,258.12	\$96,143.28	Annual
COMMERCIAL ASSESSOR	\$38.70	\$40.63	\$42.66	\$44.80	\$47.04	\$47.51	\$48.34	\$49.30	37.5 hrly
RECREATION DIRECTOR									
REVENUE ADMINISTRATOR									
20 CHIEF BUILDING INSPECTOR	\$79,196.14	\$83,155.94	\$87,313.74	\$91,679.43	\$96,263.40	\$97,226.03	\$98,927.49	\$100,906.04	Annual
DEPUTY FINANCE DIRECTOR	\$40.61	\$42.64	\$44.78	\$47.02	\$49.37	\$49.86	\$50.73	\$51.75	37.5 hrly
HEALTH OFFICER									
21 CITY ENGINEER	\$83,131.79	\$87,288.38	\$91,652.80	\$96,235.44	\$101,047.22	\$102,057.69	\$103,843.70	\$105,920.57	Annual
CITY ENGINEER/WATER/SEWER	\$42.63	\$44.76	\$47.00	\$49.35	\$51.82	\$52.34	\$53.25	\$54.32	37.5 hrly
FACILITY PROJECT ENGINEER/MGR	\$39.97	\$41.97	\$44.06	\$46.27	\$48.58	\$49.07	\$49.92	\$50.92	40 hrly
PROJECT MANAGER FOR ENG & OPERATIONS									
WATER RESOURCES MANAGER									
WASTE WATER OPERATIONS MGR									
22 LIBRARY DIRECTOR	\$87,288.90	\$91,653.35	\$96,236.02	\$101,047.82	\$106,100.21	\$107,161.21	\$109,036.53	\$111,217.26	Annual
PARKING DIRECTOR	\$44.76	\$47.00	\$49.35	\$51.82	\$54.41	\$54.95	\$55.92	\$57.03	37.5 hrly
	\$41.97	\$44.06	\$46.27	\$48.58	\$51.01	\$51.52	\$52.42	\$53.47	40 hrly
23 PLANNING DIRECTOR	\$91,652.03	\$96,234.63	\$101,046.36	\$106,098.68	\$111,403.61	\$112,517.65	\$114,486.70	\$116,776.44	Annual
ENGINEERING SUPERVISOR	\$47.00	\$49.35	\$51.82	\$54.41	\$57.13	\$57.70	\$58.71	\$59.89	37.5 hrly
24	\$96,142.29	\$100,949.41	\$105,996.88	\$111,296.72	\$116,861.56	\$118,030.18	\$120,095.70	\$122,497.62	Annual
	\$49.30	\$51.77	\$54.36	\$57.08	\$59.93	\$60.53	\$61.59	\$62.82	37.5 hrly
25 FINANCE DIRECTOR	\$100,949.09	\$105,996.55	\$111,296.37	\$116,861.19	\$122,704.25	\$123,931.29	\$126,100.09	\$128,622.09	Annual
DEPUTY PUBLIC WORKS DIRECTOR	\$51.77	\$54.36	\$57.08	\$59.93	\$62.93	\$63.55	\$64.67	\$65.86	37.5 hrly

Permanent part-time employees shall be paid an hourly rate based upon the appropriate salary set forth above.

**Professional Management Association**

COLA		<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Health Insurance Employee Contribution Share	<b>10.0%</b>	<b>10.0%</b>	<b>12.5%</b>	<b>15.0%</b>

**GENERAL FUND ONLY (36.43FTEs):**

**CURRENT CONTRACT-(Steps only/No COLA)**

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total
Salary	2,680,828	2,708,178	2,741,108	2,772,478	8,221,764
Longevity	18,964	20,848	21,257	22,074	64,179
					-
					-
Retirement	307,236	304,832	308,556	312,151	925,540
Medicare	167,387	169,200	171,267	173,262	513,728
Social Security	39,147	39,571	40,054	40,521	120,146
Health Insurance Savings	-	-	-	-	-
	<b>3,213,563</b>	<b>3,242,629</b>	<b>3,282,241</b>	<b>3,320,486</b>	<b>9,845,356</b>

<b>Year-to-Year CURRENT Gross Budget Change</b>	29,066	39,613	38,245	106,924	Total Yr-to-Yr Increase*
<b>% Change</b>	0.90%	1.22%	1.17%	3.33%	Change FY20 to FY22
	* Reduction in Retirement Rate			1.11%	Avg % Change

**PROPOSED TENTATIVE AGREEMENT-PMA GROSS BUDGET**

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total
Salary	2,680,828	2,769,758	2,859,414	2,949,893	8,579,065
Longevity	18,964	21,265	22,115	23,425	66,805
					-
					-
Retirement	307,236	311,757	321,867	332,120	965,744
Medicare	167,387	173,043	178,655	184,346	536,044
Social Security	39,147	40,470	41,782	43,113	125,365
Health Insurance Savings	-	-	(16,809)	(33,618)	(50,427)
	<b>3,213,563</b>	<b>3,316,294</b>	<b>3,407,024</b>	<b>3,499,278</b>	<b>10,222,596</b>

<b>Year-to-Year PROPOSED Gross Budget Change</b>	102,732	90,730	92,253	285,715	Total Yr-to-Yr Increase
	3.20%	2.74%	2.71%	8.89%	Change FY20 to FY22
	* Reduction in Retirement Rate			2.96%	Avg % Change per yr

**BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET**

**YEAR-TO-YEAR Change Over Prior Year Base**

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total
Salary	-	61,581	56,726	59,108	177,415
Longevity	-	417	442	492	1,351
					-
					-
Retirement	-	6,925	6,386	6,657	19,968
Medicare	-	3,844	3,544	3,695	11,083
Social Security	-	899	829	864	2,592
Health Insurance Savings	-	-	(16,809)	(16,809)	(33,618)
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	<b>-</b>	<b>73,666</b>	<b>51,117</b>	<b>54,009</b>	<b>178,791</b>
		2.29%	1.58%	1.65%	5.56%
					1.85%

**CUMULATIVE TENTATIVE AGREEMENT COST**

Difference Between "CURRENT" Gross Budget and "PROPOSED" Gross Budget

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total
Salary	-	61,581	118,306	177,415	357,302
Longevity	-	417	859	1,351	2,627
					-
					-
Retirement	-	6,925	13,311	19,968	40,204
Medicare	-	3,844	7,388	11,083	22,316
Social Security	-	899	1,728	2,592	5,219
Health Insurance Savings	-	-	(16,809)	(33,618)	(50,427)
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	<b>-</b>	<b>73,666</b>	<b>124,783</b>	<b>178,791</b>	<b>377,240</b>
					11.74%
					3.91%

**UDAG, CDBG, PARKING, STORMWATER, PRESCOTT PARK, WATER and SEWER (24.35 FTEs)**

**CURRENT CONTRACT**-(Steps only/No COLA)

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total	
Salary	1,809,146	1,854,167	1,874,351	1,883,530	5,612,049	
Longevity	9,344	9,344	10,161	12,218	31,722	
					-	
Retirement	206,944	208,154	210,500	211,755	630,409	
Medicare	112,746	115,538	116,840	117,536	349,914	
Social Security	26,368	27,021	27,325	27,488	81,835	
Health Insurance Savings					-	
	2,164,549	2,214,224	2,239,177	2,252,528	6,705,929	
<b>Year-to-Year CURRENT Gross Budget Change</b>		49,675	24,953	13,350	87,979	Total Yr-to-Yr Increase*
<b>% Change</b>		2.29%	1.13%	0.60%	4.06%	Change FY20 to FY22
		* Reduction in Retirement Rate			1.35%	Avg % Change

**PROPOSED TENTATIVE AGREEMENT-PMA GROSS BUDGET**

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total	
Salary	1,809,146	1,891,473	1,943,064	2,002,270	5,836,807	
Longevity	9,344	9,531	10,571	12,966	33,068	
					-	
Retirement	206,944	212,342	218,221	225,102	655,665	
Medicare	112,746	117,862	121,125	124,945	363,932	
Social Security	26,368	27,565	28,328	29,221	85,113	
Health Insurance Savings			(10,803)	(21,606)	(32,408)	
	2,164,549	2,258,773	2,310,507	2,372,898	6,942,177	
<b>Year-to-Year PROPOSED Gross Budget Change</b>		94,224	51,734	62,391	208,349	Total Yr-to-Yr Increase
		4.35%	2.29%	2.70%	9.63%	Change FY20 to FY22
		* Reduction in Retirement Rate			3.21%	Avg % Change per yr
<b>DIFFERENCE CURRENT and PROPOSED</b>	-	44,549	71,330	120,370	236,248	Net Cost FY20-FY22

**BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET**

**YEAR-TO-YEAR Change Over Prior Year Base**

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total	
Salary	-	37,306	31,407	50,027	118,740	
Longevity	-	187	224	337	748	
					-	
Retirement	-	4,188	3,533	5,626	13,347	
Medicare	-	2,325	1,961	3,123	7,408	
Social Security	-	544	459	730	1,733	
Health Insurance Savings	-	-	(10,803)	(10,803)	(21,606)	
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	44,549	37,584	59,843	120,370	Total Yr-to-Yr Increase
		2.06%	1.70%	2.67%	5.56%	Change FY20 to FY22
					1.85%	Avg % Change

**CUMULATIVE TENTATIVE AGREEMENT COST**

Difference Between "CURRENT" Gross Budget and "PROPOSED" Gross Budget

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total	
Salary	-	37,306	68,713	118,740	224,759	
Longevity	-	187	410	748	1,345	
					-	
Retirement	-	4,188	7,721	13,347	25,256	
Medicare	-	2,325	4,286	7,408	14,018	
Social Security	-	544	1,002	1,733	3,279	
Health Insurance Savings	-	-	(10,803)	(21,606)	(32,408)	
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	44,549	82,132	141,976	236,248	Net Cost FY19-FY22
					10.91%	Total Cumulative FY20-FY22
					3.64%	Avg % Change per yr

**ALL FUNDS: GENERAL FUND, UDAG, CDBG, PARKING, STORMWATER, PRESCOTT PARK, WATER and SEWER**  
**CURRENT CONTRACT-(Steps only/No COLA)**

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total	
Salary	4,489,974	4,562,345	4,615,459	4,656,008	13,833,812	
Longevity	28,308	30,192	31,417	34,291	95,901	
	-	-	-	-	-	
	-	-	-	-	-	
Retirement	514,181	512,986	519,056	523,906	1,555,949	
Medicare	280,133	284,737	288,106	290,799	863,642	
Social Security	65,515	66,592	67,380	68,009	201,981	
Health Insurance	-	-	-	-	-	
	5,378,111	5,456,853	5,521,419	5,573,014	16,551,286	
<b>Year-to-Year CURRENT Gross Budget Change</b>		78,742	64,566	51,595	194,903	Total Yr-to-Yr Increase*
<b>% Change</b>		1.46%	1.18%	0.93%	3.62%	Change FY20 to FY22
		* Reduction in Retirement Rate			1.21%	Avg % Change

**PROPOSED TENTATIVE AGREEMENT-PMA GROSS BUDGET**

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total	
Salary	4,489,974	4,661,231	4,802,478	4,952,163	14,415,873	
Longevity	28,308	30,796	32,687	36,390	99,873	
	-	-	-	-	-	
	-	-	-	-	-	
Retirement	514,181	524,099	540,088	557,221	1,621,409	
Medicare	280,133	290,906	299,780	309,290	899,976	
Social Security	65,515	68,034	70,110	72,334	210,478	
Health Insurance	-	-	(27,612)	(55,224)	(82,836)	
	5,378,111	5,575,067	5,717,531	5,872,175	17,164,774	
<b>Year-to-Year PROPOSED Gross Budget Change</b>		196,956	142,464	154,644	494,064	Total Yr-to-Yr Increase
		3.66%	2.56%	2.70%	9.19%	Change FY20 to FY22
		* Reduction in Retirement Rate			3.06%	Avg % Change per yr
<b>DIFFERENCE CURRENT and PROPOSED</b>	-	118,214	196,112	299,161	613,488	Net Cost FY20-FY22

**BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET**

**YEAR-TO-YEAR Change Over Prior Year Base**

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total	
Salary	-	98,886	88,133	109,136	296,155	
Longevity	-	604	665	830	2,099	
	-	-	-	-	-	
	-	-	-	-	-	
Retirement	-	11,113	9,919	12,283	33,315	
Medicare	-	6,168	5,505	6,818	18,492	
Social Security	-	1,443	1,288	1,594	4,325	
Health Insurance	-	-	(27,612)	(27,612)	(55,224)	
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	118,214	77,898	103,049	299,161	Total Yr-to-Yr Increase
		2.20%	1.43%	1.87%	5.56%	Change FY20 to FY22
					1.85%	Avg % Change

**CUMULATIVE TENTATIVE AGREEMENT COST**

Difference Between "CURRENT" Gross Budget and "PROPOSED" Gross Budget

Wages	FY19 Base Year	FY20*	FY21	FY22	Projected 3-Yr Total	
Salary	-	98,886	187,019	296,155	582,060	
Longevity	-	604	1,269	2,099	3,972	
	-	-	-	-	-	
	-	-	-	-	-	
Retirement	-	11,113	21,032	33,315	65,460	
Medicare	-	6,168	11,674	18,492	36,334	
Social Security	-	1,443	2,730	4,325	8,497	
Health Insurance	-	-	(27,612)	(55,224)	(82,836)	
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	118,214	196,112	299,161	613,488	Net Cost FY20-FY22
					11.41%	Total Cumulative FY20-FY22
					3.80%	Avg % Change per yr





245 Middle Street, Portsmouth, NH 03801 | 603-436-4310 | [www.porthousing.org](http://www.porthousing.org)

---

July 22, 2019

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

Dear Mr. Bohenko:

New Hampshire continues to be in affordable housing crises, due to rising rents and short supply of housing that is affordable to our local workforce. As you know, there is no place in the state that this crisis is more acutely felt than here in Portsmouth.

We estimate more than 40% of Portsmouth residents are cost burdened, spending more than 30% of their income on housing. This high cost burden has long term consequences as it can inhibit investments in education, job training, job mobility and health of Portsmouth citizens. The shortage of housing supply also inhibits businesses' ability to thrive and grow, and makes it harder for the best public employees to pursue careers in Portsmouth's schools, police, fire or public works departments and the dozens of non-profits based in the city.

While increasing the supply of affordable housing for the local workforce is a long standing community priority here, housing developers have been unable and unwilling to build affordable housing in the city until now.

Today, the Portsmouth Housing Authority is rising to the occasion to help the city realize a highly sought after goal by developing land currently owned by the PHA to construct 64 new units of affordable housing in the heart of the city. When complete, the Court Street Workforce Housing Project at 160 Court Street will be the largest expansion of permanently affordable housing in the city in nearly a half-century.

The Portsmouth Housing Authority is not like any other housing developer. We were created by the City of Portsmouth in 1953 to develop safe, decent, affordable housing for the people of Portsmouth. We are a non-profit public agency governed by a local volunteer Board of Commissioners who are appointed and confirmed by the Mayor and City Council. All of our housing is permanently affordable. As the city's largest landlord, with over six-hundred units of housing in eleven different developments, we are stewards of this critical piece of public infrastructure in Portsmouth. Governed by State law, we paid over \$330,000 to the municipality in lieu of property taxes in 2018.



TDD/TTY: 800-545-1833 ext. 825



Over the past two years, we have presented the concept for the project in numerous public sessions hosted by the Chamber Collaborative, Rotary Club, the Economic Development Commission, service provider networks, PHA residents and others. We also prepared for and presented at eleven public hearings with the City Historic District Commission, Zoning Board of Adjustment, Planning Board and Technical Review Committee.

We were pleased to receive our final Planning Board approvals in August of 2018, and we were also awarded the maximum allocation of Federal Low Income Housing Tax Credits from the New Hampshire Housing Finance Authority, this year's largest allocation of funding from the Federal Home Loan Bank of Boston in New Hampshire, and we were among only one-third of the applicants to receive an award for Tax Credits from the New Hampshire Community Development Finance Authority.

Clearly this project not only enjoyed widespread, enthusiastic, local and public support, but also enjoyed support from several State and Federal sources.

This Court Street Workforce Housing project is consistent with many of the important goals outlined in Portsmouth's 2025 Master Plan to ensure a diverse community. Goal 3.2, to accommodate the Housing Needs of Low and Moderate Income Residents include Action Steps such as:

- 3.2.2. Promote the development of mixed-income multifamily housing in appropriate locations with incentive zoning provisions such as reductions in parking requirements and increase maximum heights.
- 3.2.5 Encourage the creation of smaller housing units, such as micro-units
- 3.2.7 Support mixed-use redevelopment of suitable Portsmouth Housing Authority properties.

All of these action items have been taken by the PHA in the Court Street Workforce Housing Project, and we're proud to be demonstrating success as outlined in the Master Plan.

However, our community is still falling short in other action items designed to meet this goal, most notably with this goal's first action to:

- 3.2.1 Streamline the approval process for affordable housing in order to reduce development costs.

In fact, the approval process for this project has been more costly than any other affordable housing developer in New Hampshire has faced, with extensive design, amenities and technical requirements all adding costs. To date, the PHA has spent more than two years and \$450,000 of our own funds to help realize this goal.

This goal is further articulated in City Council Policy 2016 – 03 – Housing Policy. That was ratified by the Council in 2018 in order to, among other goals; help continue the city's economic and civic vitality by



encouraging walkable mixed-use development, preserving affordability for long-term residents, and to accommodate the housing needs of the City's current and future workforce.

This Policy also calls for the City to "support new workforce housing development in designated areas through provision of capital improvements," and acknowledges that "local land use regulations can have a direct impact on housing development costs."

I've attached this policy for easy reference, and encourage the council to support our request to the City to take advantage of this unique opportunity to follow through on this policy by waiving City fees that would normally be assessed to a private development.

While the PHA routinely pays permit fees, this one time waiver is critical to making this project a reality. Our current construction estimate is approximately \$11,000,000, and so we would expect the building permit fee to add \$110,000 - \$120,000 in costs, in addition to all sub-contractor permits adding an additional \$30,000 - \$40,000, and sidewalk closure fees for 2,500 s.f. of sidewalk would be an additional \$2,000 - \$3,000.

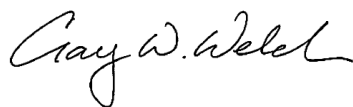
Additional costs to provide offsite parking and/or transportation to offsite parking for elderly and disabled residents of Feaster that currently have cars will also be a strain on the project budget, and the PHA welcomes any partnership to mitigate temporary transportation or parking needed by these residents.

This is an ambitious project that will have state and national significance because of our commitment to a mixed income property that is permanently affordable in the center of a walkable urban community, and the Board and staff of the PHA are proud to bring it to fruition.

I'd be delighted for the opportunity to make this request in person at your next City Council meeting.

Thank you for considering this request.

Sincerely,



Craig W. Welch  
Executive Director

Cc: Mrs. Ruth L. Griffin, Chair, Portsmouth Housing Authority  
Mr. Kevin MacLeod, President, PHA Housing Development Ltd.  
Mrs. Emily Nalen, President, PHA Resident Advisory Board

Attachments: City Council Policy 2016 - 03





PORTSMOUTH HOUSING AUTHORITY

MANYPENNY | MURPHY ARCHITECTURE

# TABLE OF CONTENTS

- 1 ZONING SUMMARY**
  - Mixed Residential Office
  - Character Based Zoning - CD4
  - Parking
  
- 2 SITE/BUILDING HISTORY**
  - Historic House
  - Current Use
  
- 3 SITE FEATURES**
  - Connectivity
  - Potential Site Elements
  
- 4 SITE DIAGRAMS**
  - Existing Conditions
  - Example A
  
- 5 APARTMENT LAYOUTS**
  - Studio
  - One Bedroom
  - Two Bedroom
  
- 6 APARTMENT DISTRIBUTION**
  - Typical Floors
  - Total Units
  
- 7 COMMERCIAL/COMMUNITY SPACE**
  - Retail/Office
  - Common Space
  
- 8 VISUALIZATION**
  - Court Street Elevation
  - Street Scape



# ZONING SUMMARY

## ZONING

Zone: MRO - Mixed Residential Office  
 See Character District 4

## CHARACTER DISTRICT 4

Character District per Regulating Plan Map 10.5A21A: CD4

Frontage Type Requirement per Map 10.5A21C: None  
 NOT in the Downtown Overlay District

Character Based Zoning Special Requirements per Map 10.5A21B

This district consists of a medium-to-high density transitional area with a mix of building types and residential, retail, and other commercial uses. There are shallow or no front yards and medium to no side yards, with variable private landscaping. Streets have sidewalks and street trees or other pedestrian amenities, and define small to medium blocks.



Height Requirement Area:	2 stories (short 3rd)
Max Building Height:	40'
Minimum Ground Story Height:	12'
Minimum second Story Height:	10'
Front lot line build out:	50% min.
Maximum building block length:	200'
Maximum facade modulation length:	80'
Maximum Entrance Spacing:	50'
Maximum Building Coverage:	90%
Maximum Building Footprint	15,000 sf
OR per 10.5A43.43)	30,000 sf
	by conditional use if ground floor or underground parking present
Minimum Lot Area	NR
Minimum Lot Area per Unit	NR
Minimum Open Space	10%
Maximum Ground Floor GFA per use	15,000 sf

Permitted Building Types: Rowhouse  
 Apartment Building  
 Small Commercial Building  
 Large Commercial Building

Facade Types: All permitted except Porch and Forecourt

## PARKING

per Section 10.5A44.30

Offstreet parking requirements per 10.1112:

Multi-Family:	4 spaces + 1.5 spaces/dwelling unit
Micro-unit:	.5 space per unit
Workforce:	1 space per unit
Retail:	varies, 1 space per 250-350 sf
Office:	varies, 1 space per 150-200 sf

Per Character Based Zoning:

- Ground floor parking must be at least 20' behind facade, except when underground.
- Parking shall be screened from street by building except for driveway no wider than 24 ft
- Parking garage must include a pedestrian exit directly to lot line
- Parking lot with greater than 75 spaces must have an internal pedestrian walkway 8 ft wide paved differently

## COMMUNITY SPACE

per Section 10.5A45 - counts toward Open Space

Feasible Spaces to Consider: Pedestrian Alley  
 Wide Pedestrian Sidewalk  
 Plaza  
 Pocket Park  
 Playground

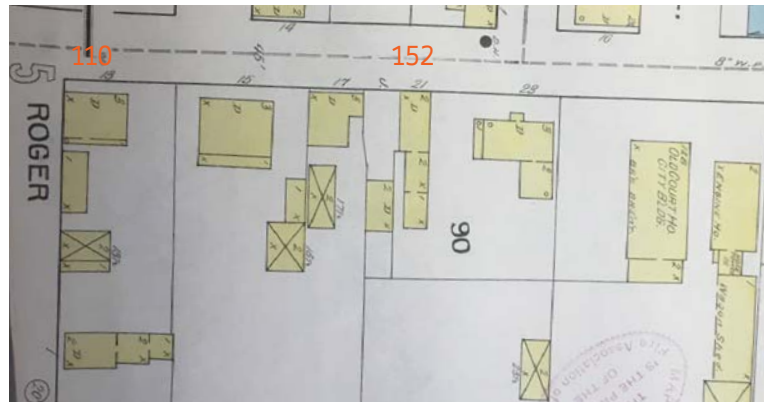
## 152 COURT STREET

The early federal period house at 152 Court Street, previously 21 Court Street, has been dated by the Portsmouth Advocates as built circa 1795. Its gable end meets the property line, perpendicular to the street. Five attached, two story structures of similar proportion have been constructed to the south of the original building.

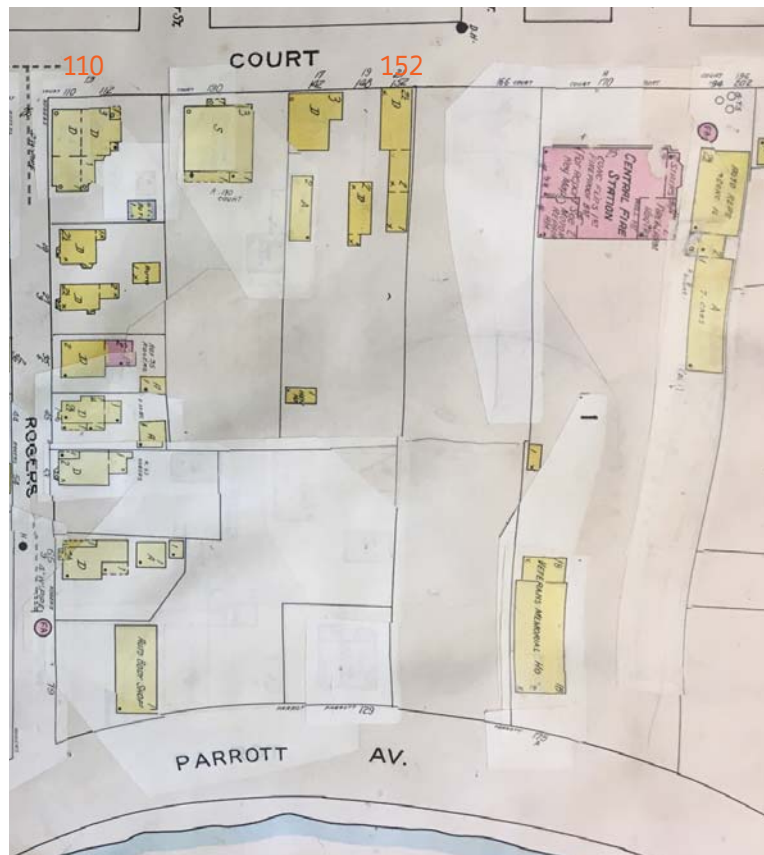
The house appears on the Sanborn map of 1892 with two attached structures. This map shows the house that still exists at 110 Court Street on the corner of Rogers, as well as houses on either side of 152 that were demolished prior to the construction of the Fire Station and Feaster Apartments, respectively.

## SANBORN MAPS

1892



1947





**CURRENT SITE**

The available mapping information shows a progression of lot divisions and consolidations since 1892, arriving at the current arrangement by 1970 for the construction of the Feaster Apartments and eventually the addition of offices to the existing house on the adjacent 152 Court lot.



The Portsmouth Housing Authority owns the land currently used as a parking lot to the east of 152 Court Street. The lot has 54 parking spaces, 39 of which are reserved for Feaster residence and 15 are used by the City of Portsmouth for paid public parking. Two of the City's spaces are reserved for the fire department.



# SITE FEATURES

## CONNECTION

This location offers a physical connection to heart of Portsmouth. Views of the historic downtown and natural elements are not just a market luxury. They connect residents to their environment creating vital sense of place.



# POTENTIAL SITE ELEMENTS

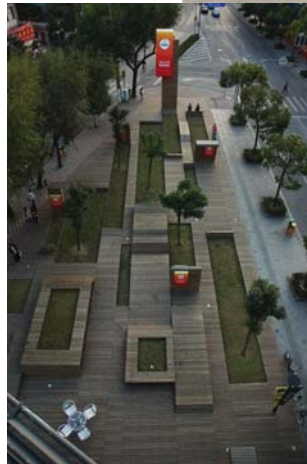
## POCKET PARK

Plaza at Street Level featuring benches, landscaping and relocated Fire Monument.



## PUBLIC ROOF

2nd Floor Level garden area - for use as community park, playground, etc.



## RETAIL / SERVICE

Retail to support neighborhood/ residents. Coffee Shop/Cafe, Convenience Store at First Floor facade. Potential Community Health Services etc. on upper floors.



## COMMUNITY SPACE

“Ninety-Nine Club” Rental space on the top. Managed by PHA or other entity to provide community space for dining, events, etc. in prime view location on top floor



## GREEN ROOF

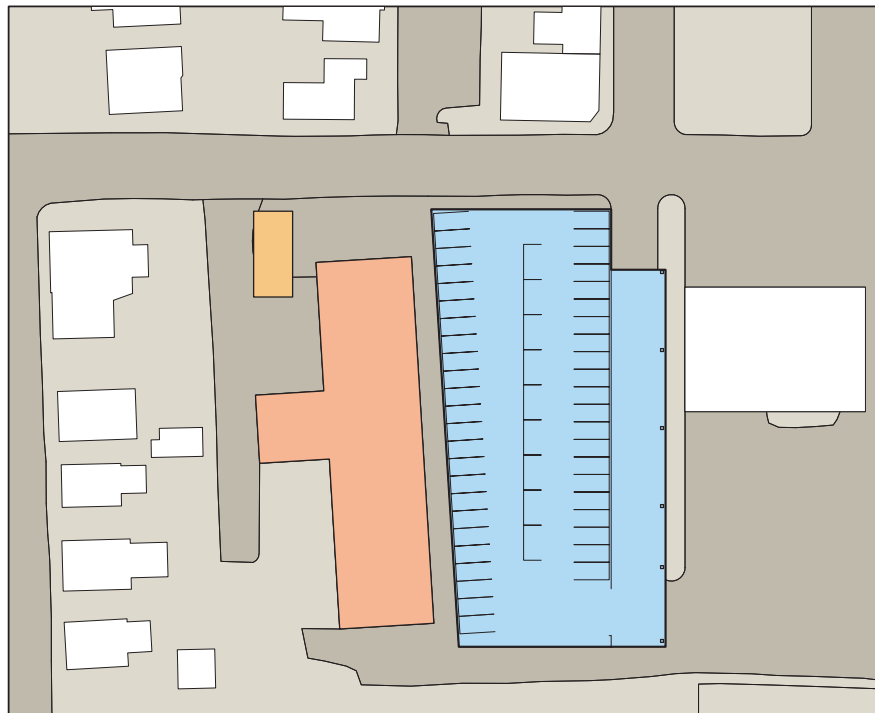
Passive green roof for storm water management, heat island effect and improved view for residents





- FEASTER
- EXISTING HOUSE
- RESIDENTIAL
- COMMERCIAL
- PARKING

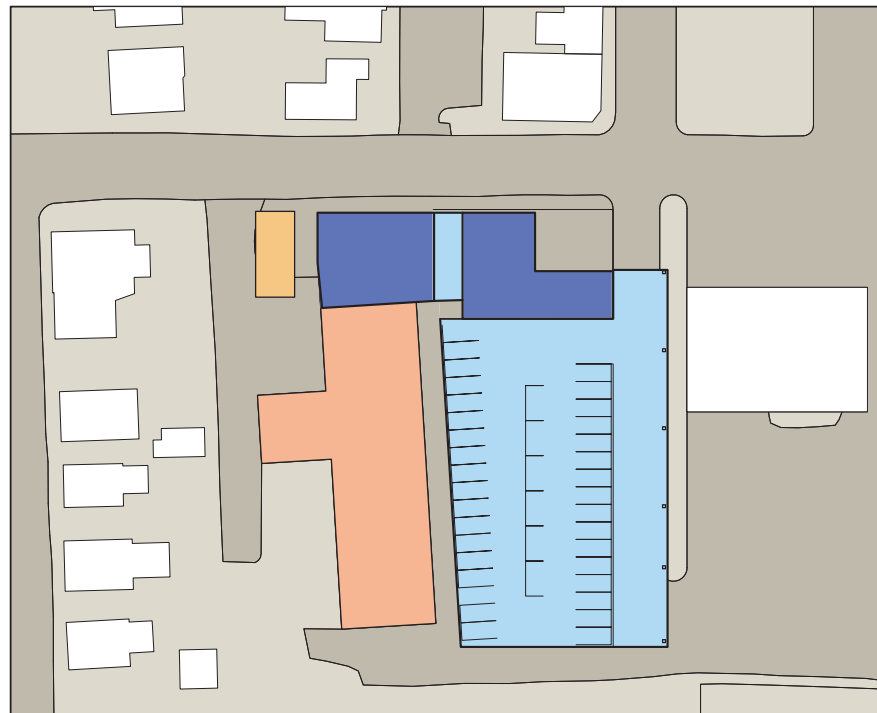
Existing Site Diagram (Not To Scale)



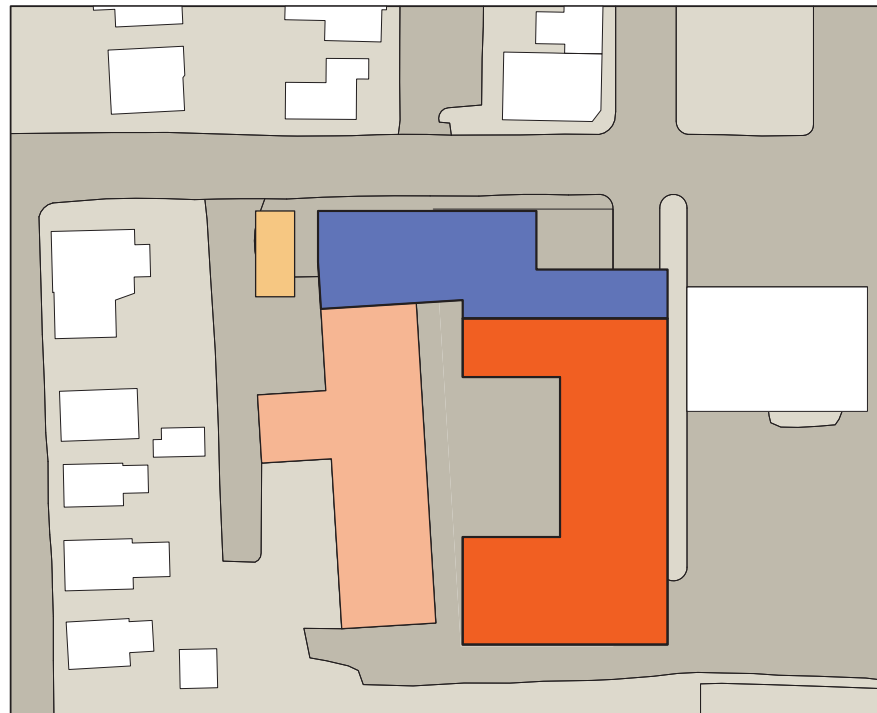
Lower Level Parking Diagram (Not To Scale)



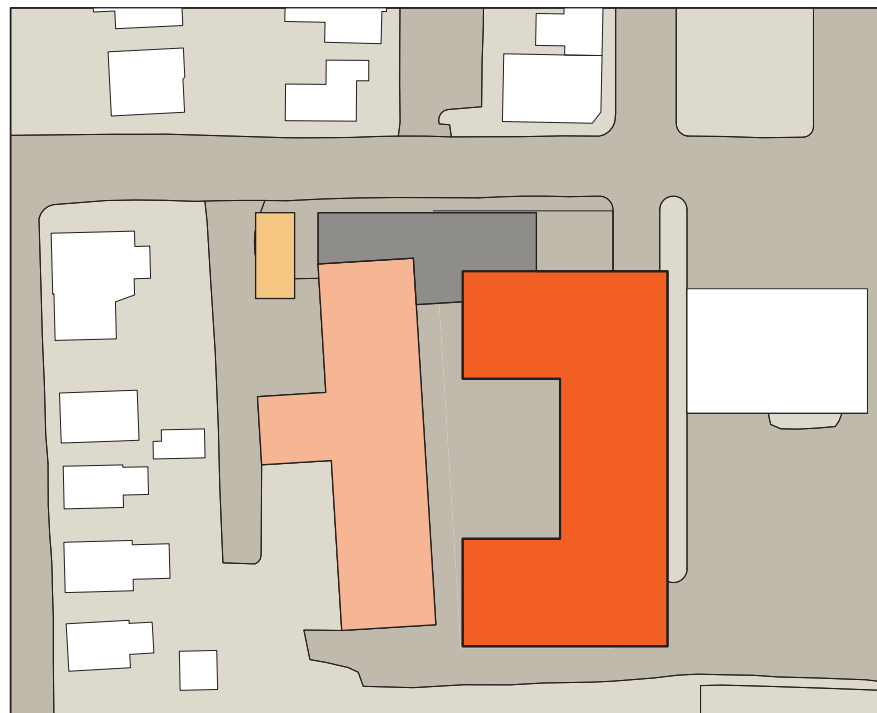
Ground Floor Diagram (Not To Scale)



Alt. Ground Floor Diagram (Not To Scale)

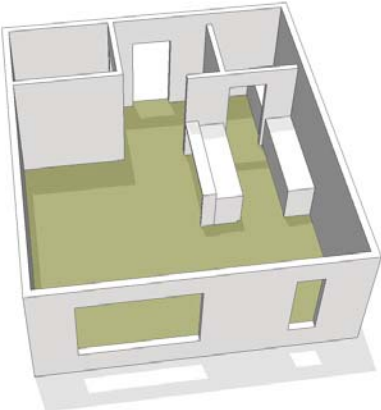


Second Floor Diagram (Not To Scale)

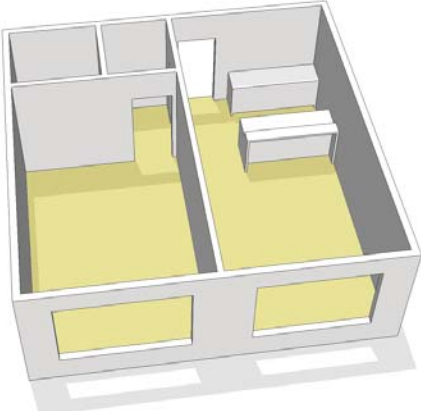


Typical Third/Fourth/Fifth Floor Diagram (Not To Scale)

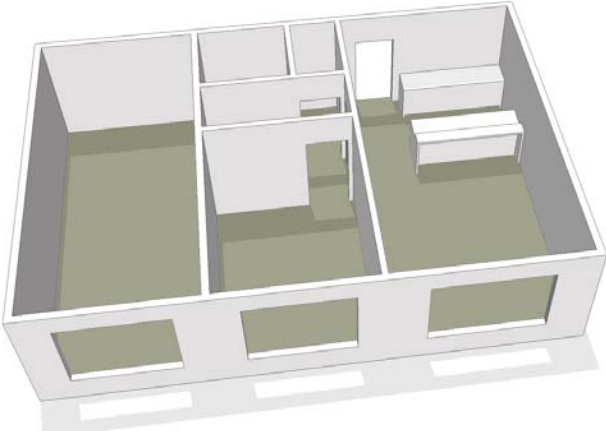
Studio 505 SF






One Bedroom 565 SF



Two Bedroom 850 SF



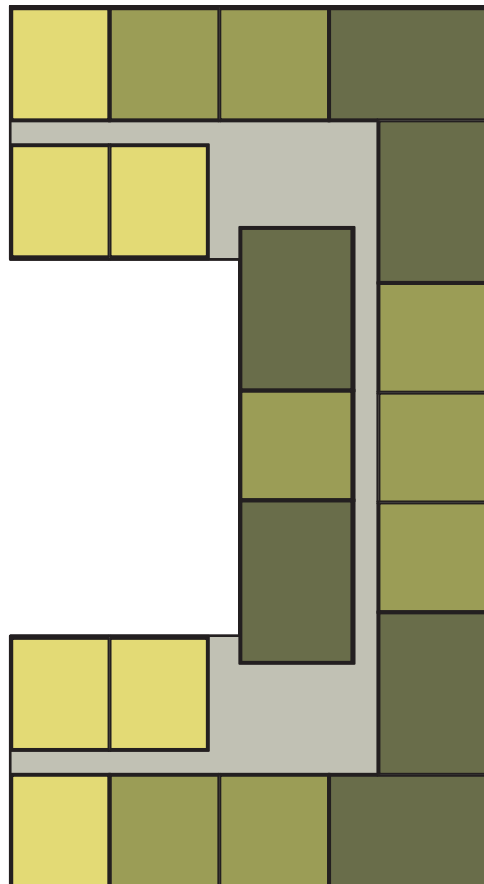
# APARTMENT DISTRIBUTION

TYPICAL FLOOR		Studio	6 units	x	505 SF	=	3,030 SF
		One Bedroom	8 units	x	565 SF	=	4,520 SF
		Two Bedroom	6 units	x	840 SF	=	<u>5,040 SF</u>
			20 units		Net SF	=	12,590 SF

TOTAL UNITS	Circulation/Utility (+/- 18%)	<u>2,300 SF</u>
	Gross Area, Typical Floor Plate	14,890 SF

4 residential floors	=	80 units	+/- 60,000 SF
No parking at 1st floor	=	96 units	+/- 71,000 SF

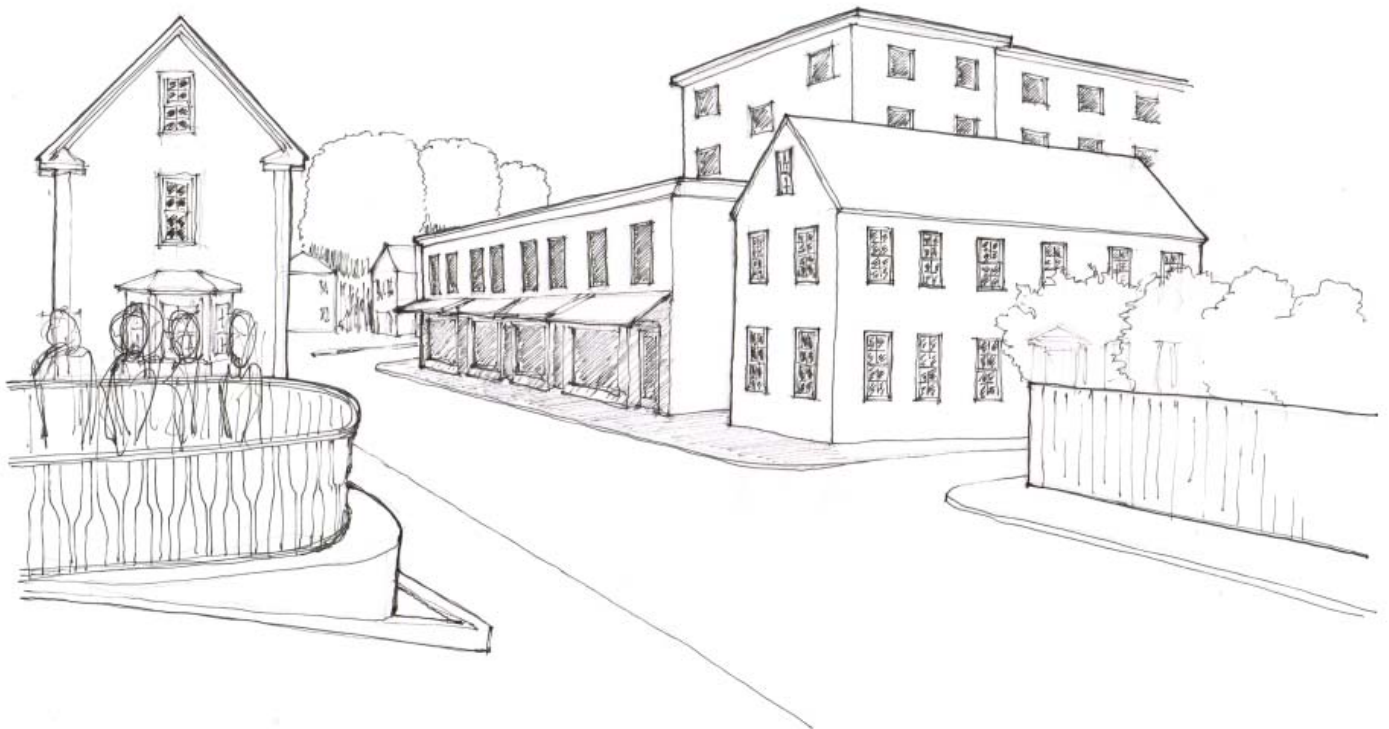
COMMERCIAL	Ground floor/Storefront	2-4 units	+/- 6,000 SF
	Second floor (could be allocated to residential)		+/- 7,300 SF







Court Street Concept Elevation (Not To Scale)

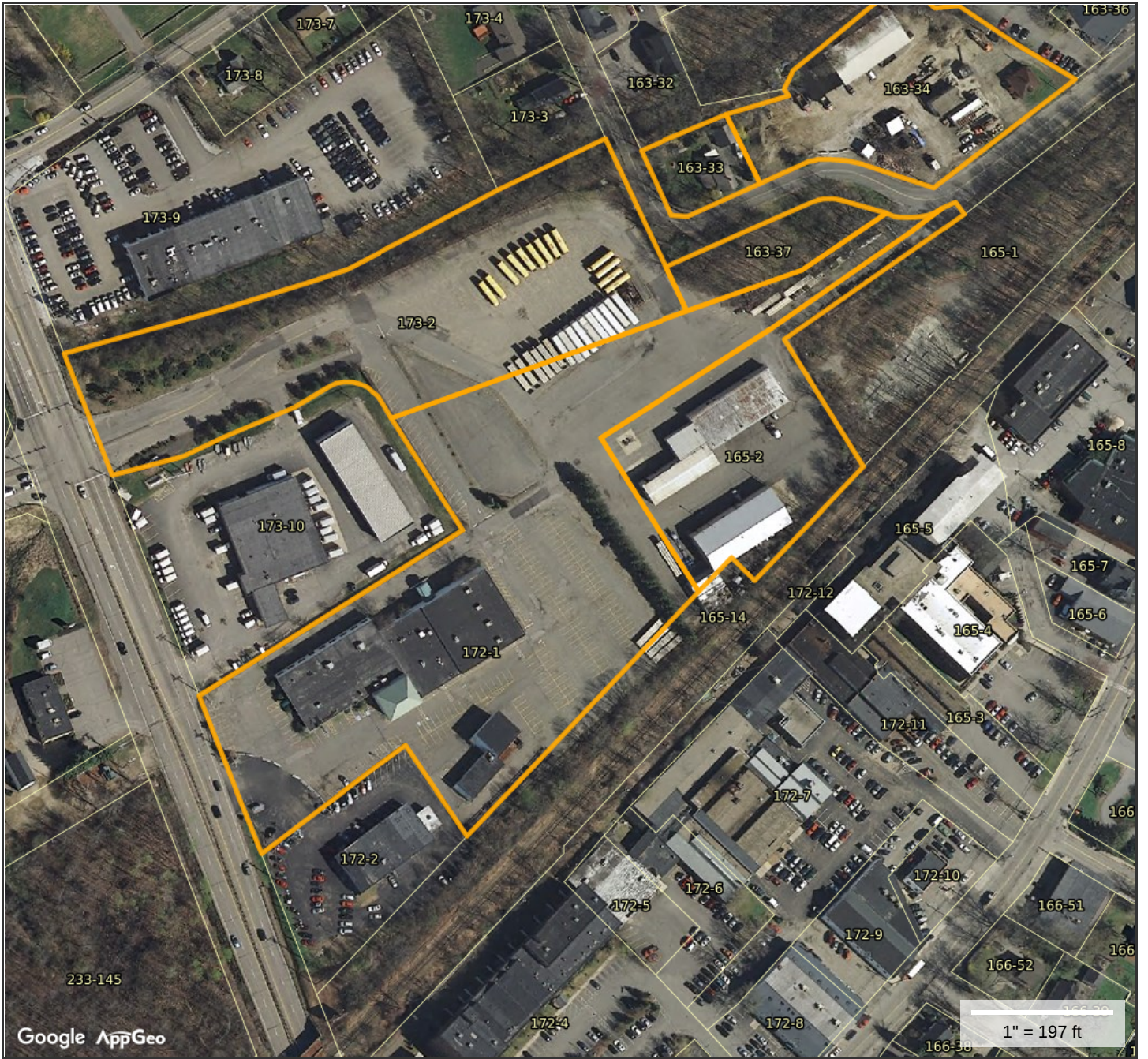


Court Street Conceptual Streetscape Sketch

# Map of Area







# PROPOSED LAND SWAP



- 136,919 SF OWNERS TO CITY
- 395,659 SF OWNERS
- 47,470 SF CITY TO OWNERS

**DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF PORTSMOUTH, NEW HAMPSHIRE**  
**AND**  
**CATE STREET DEVELOPMENT LLC**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”), made and entered into this \_\_\_\_ day of August, 2019, by and between the **CITY OF PORTSMOUTH**, a New Hampshire municipal corporation (hereinafter referred to as the "City"), with a place of business, and mailing address, at 1 Junkins Avenue, Portsmouth, New Hampshire 03801, and **CATE STREET DEVELOPMENT LLC**, a New Hampshire limited liability company with an address of 11 Elkins Street, Suite 420, Boston, MA 02127 (hereinafter individually “Developer”), (the entities referred to in this paragraph are sometimes hereinafter collectively referred to as the “Parties”), as follows:

**RECITALS:**

**WHEREAS**, The Developer is the owner of certain parcels of real estate which are comprised of four separate parcels of real estate, said property consisting of 12.2 acres, more or less, identified as follows:

- A. Map 172, Lot 1 (428 US Route 1 By-Pass)
- B. Map 173, Lot 2 (Cate Street)
- C. Map 165, Lot 2 (55 Cate Street)
- D. Map 163, Lot 33 (161 Cate Street)
- E. Map 163, Lot 34 (1 Cate Street)

**WHEREAS**, The City is the owner of (1) a certain parcel of real property identified as Map 163, Lot 37, said property consisting of 21,344 square feet, more or less; and (2) certain adjacent property consisting of 26,126 square feet, more or less, same being a portion of the current public road known as Cate Street adjacent to said Map 163, Lot 37.

**WHEREAS**, the City and the Developer would like to engage in the conveyances depicted on the exhibit attached hereto as **Exhibit A**, whereby fee title to approximately 136,919 square feet of land will be conveyed from the Developer to the City free and clear of all encumbrances to allow for the relocation of a portion of Cate Street, and fee title to approximately 47,470 square feet of land will be conveyed from the City to Developer to allow for the development of the Project, as such term is defined below (collectively, the “Land Swap”). Transfer of title for the Land Swap shall occur within sixty (60) days after Developer obtains full unconditional site plan review approval from the City of Portsmouth Planning Board (hereinafter the “Planning Board”).

**WHEREAS**, the Developer has applied for site plan review approval from the Planning Board to allow for the construction of a mixed use commercial/residential development

consisting of (1) 250 residential apartment units in two buildings (134 apartment units in proposed “Building A” and 116 apartment units in proposed “Building B”), which will include 27 apartments as workforce housing; (2) 23 townhouse style condominium units; (3) 22,000 square feet of retail space; (4) 22,000 square feet of office space; and (5) 495 parking spaces. In addition, certain other improvements will be completed by the Developer such as the cleaning up of Hodgdon’s Brook, a public recreational dog park, appurtenant roadways, parking lots, drainage structures and other on-site and off-site public and private infrastructure improvements for the residential, office, retail entertainment, and other permitted uses (hereinafter the “**Project**”), the same to be located on land currently owned by Developer, situated on Cate Street and the US Route 1 By Pass in Portsmouth, New Hampshire (the “**Project Premises**”); all as more particularly shown and/or described in/on the plans, documents, and representations made by Developer, in connection with its Project application and presentations made to the Planning Board in conjunction with the obtaining of Developer’s aforementioned site plan review approvals; and

**WHEREAS**, as a result of such approvals for the Project by the Planning Board, the Parties require an Agreement to include provisions regarding funding for the new public road, various off-site public infrastructure improvements (hereinafter the “**Off-Site Public Infrastructure Improvements**”), and on-site public improvements to benefit the public (hereinafter the “**On-Site Public Improvements**” and together with the **Off-Site Public Infrastructure Improvements**, the “**Public Infrastructure Improvements**”, as more particularly described in Section 1.2 hereof), as well as provisions relating to the timing of development, the coordination of such matters, and other issues of need and/or necessary cooperation and coordination between the City and Developer, and/or with other governmental agencies and/or private entities, such as the State of New Hampshire and/or the Federal Government or its departments or agencies and/or private utilities and the like, in order for Developer to develop the Project as approved by the Planning Board; and

**WHEREAS**, the City desires to have Developer develop the Project in Portsmouth, and to have Developer’s prospective Project tenants located in Portsmouth, as it will result in the creation of housing, including but not limited to, workforce housing, office and retail buildings, construction jobs and other permanent full and part time jobs in the City, will significantly expand the City's tax base, and will also result in significant expansion of, and contribution to, substantially enhanced Public Infrastructure Improvements, and, therefore, the City and Developer have agreed to cooperate to bring about the creation of such Public Infrastructure Improvements, including the improvements required by the Planning Board, and/or by the State of New Hampshire Department of Transportation (hereinafter “**NHDOT**”) and/or other governmental agencies having jurisdiction over the Project, or aspects thereof; and

**WHEREAS**, it is the intent of the City and Developer to execute this Agreement for the

purpose of identifying, providing for the creation of, and allocating responsibility for the costs of, and payment for, the Public Infrastructure Improvements required by the City, the State of New Hampshire and the Planning Board's site plan review approval for the Project in accordance with **Exhibit E**, and the maintenance thereof, including the creation and implementation of payment and payment guarantee mechanisms for the same; and

**WHEREAS**, given the importance of the coordination of the construction of the Project with the availability of a viable financing mechanism to pay the cost of providing the Public Infrastructure Improvements designed and intended or required to complement the Project, it is the intent of the parties to establish a schedule for the timely completion of the Public Infrastructure Improvements of the Public Infrastructure Improvements contemplated or required by the Project's approval in order to permit Developer to occupy the Project in a timely manner; and if necessary to allow Developer to assist the City with Public Infrastructure Improvements, at the City's or other available funding mechanisms' or entities' expense, in order to allow occupancy in a timely manner, provided that the City consents, in advance, to the allocation of such expense.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **1. Public Infrastructure Improvements**

1.1 The term "**Public Infrastructure Improvements**" as used in this Agreement includes the acquisition of land and construction of public improvements, on and off the Project Premises, which are being constructed in conjunction with the Project and which are more particularly described and/or referred to in Section 1.2 below or contemplated on **Exhibit B** hereto. The limits of Public Infrastructure improvements are defined as work within the existing Cate Street and proposed Cate Street right of way, and also includes work within the Bartlett Street and Route 1 By-Pass right of way.

1.2 The planning, design, permitting, and construction of **Public Infrastructure Improvements** referred to in this Agreement include the following:

- a. Planning, Design, Permitting and Construction Documents. As part of the design of the new public road, the Developer has incurred cost for the purchase, survey, design, permitting of the public road. These soft costs incurred by Developer prior to this Agreement shall be the sole responsibility of Developer.



- b. The City shall be solely responsible for all costs incurred in connection with the following:
  - i. Relocation of the portion of public sewer line that exists on Developer's property for which the City has no documented easement (extending approximately from the Route 1 Bypass to the rear of the U-Haul property);
- c. The Developer and the City shall share the following costs equally:
  - i. Engineering and construction for site preparation, drainage, and physical roadway improvements (and related sidewalks, landscaping, and lighting) within the proposed **City ROW**, as such term is defined below. Notwithstanding the foregoing, costs associated with any engineering and construction for site preparation, drainage, and physical roadway improvements (and related sidewalks, landscaping, and lighting) that Developer counts toward its "public realm improvements" or "community space" as required by zoning shall be the sole responsibility of Developer, and the City shall have no obligation to reimburse Developer for all or any portion of such costs, including, but not limited to, engineering and construction of walking or biking trails and other improvements associated with the Developer's "public realm improvements" or "community space" as required by zoning;
  - ii. Engineering and construction for physical improvements to the new intersection of US Route 1 Bypass and Cate Street, as well as to the existing Cate Street, related to the creation of the public road;
  - iii. Engineering and construction for physical improvements to the intersection of Bartlett Street and Cate Street related to the creation of the public road, provided that such improvements are required by the City Planning Board. If the City Planning Board grants all necessary final unconditional approvals without requiring any improvements to the intersection of Bartlett Street and Cate Street, Developer shall not be responsible for any costs associated with such improvements.
  - iv. New Hampshire Department of Transportation ("NHDOT") driveway permitting costs for the new road;

- v. Design engineer’s construction oversight and so-called “stamp of approval” at project completion of the work within the proposed right of way for which fee title will be conveyed to the City (the “**City ROW**”), beyond City staff involvement;
  - vi. NHDES Alteration of Terrain (“AOT”) permit, proportional, on a square footage proration basis, to the area of disturbance within the **City ROW**;
  - vii. A contribution to the NHDES General Construction Plan proportional to the areas of disturbance with the **City ROW**;
  - viii. Engineer’s preparation of bid ready, construction drawings and specifications relating to improvements to the **City ROW**, to the extent required for competitive construction bidding;
  - ix. Engineer’s assistance and advice on any unforeseen change orders, and the like regarding the **City ROW**;
  - x. Site preparation and physical roadway improvements within the proposed **City ROW**;
  - xi. Landscaping within the **City ROW**;
  - xii. Lighting within the **City ROW**;
  - xiii. COAST bus/trolley stop construction within the **City ROW**;
  - xiv. Drainage improvements within the **City ROW**;
  - xv. Physical improvements along Route 1 Bypass, excluding NHDOT improvements, which shall be the sole responsibility of the City;
  - xvi. Physical improvements in existing Cate Street and Bartlett Street ROW; and
- d. The Developer shall be solely responsible for all costs incurred in connection with the following:
- i. Design, engineering, permitting, replacement, construction, improvement, or relocation of any and all water or sewer lines, including the extension of any water lines north along US Route 1 Bypass, if necessary;
  - ii. Preparation of a New Hampshire Department of Environmental Services (“NHDES”) sewer connection permit with associated

cross sections as needed, as well as any permits otherwise required by NHDES or the State of New Hampshire or its departments or agencies for the extension of City services;

- iii. Design of any improvements to the water system required to increase pressure as needed for the Project;
- iv. Water and sewer main lines within the proposed **City ROW**, including service stubs to property lines, except as set forth in Section 1.2(b) above. The location of service stubs shall be coordinated with City Staff and subject to the City's approval;
- v. Underground electric, underground communications, and gas improvements within the **City ROW**;
- vi. Creating and improving walking and bike trails;
- vii. All other planning, design, permitting, engineering, and construction costs not set forth in Sections 1.2(b) and 1.2(c) above.
- viii. Any costs incurred prior to the date of this Agreement by Developer of any kind and nature whatsoever.

1.3 Developer and City agree that if Developer completes the above-referenced Public Infrastructure Improvements to the satisfaction of the City, the City will reimburse Developer for its equal share of costs for the work set forth in Section 1.2(c) above. Such costs arising from the work set forth in Section 1.2(c) above shall be agreed to in writing by the parties prior to the start of construction. Any changes in the scope of work set forth in Section 1.2(c) above shall be approved by the City before the City shall be required to reimburse Developer for its equal share of such changes, and the City may withhold its consent to any such changes in its sole discretion.

1.4 Developer represents and agrees that all Public Infrastructure Improvements will be constructed per City standards and the City will have the opportunity to observe and inspect the construction to insure the construction is per City standards and otherwise satisfactory to the City.

1.5 The parties agree that in the event that the City Council does not approve the bonding for construction of the new road on or before October 8, 2019, the parties will nonetheless consummate the Land Swap contemplated by this Agreement, provided, however, that Developer shall not be required to contribute towards half the costs of construction of the new road if the City Council approves such construction in the future. If the City Council does not approve the bonding for construction of the new road, the City will grant an access easement to Developer over the land conveyed from the Developer to the City, upon which Developer shall construct, at Developer's sole cost, a driveway for access to the Project Premises. If the City approves bonding for

construction of the new road after October 8, 2019, or if the City otherwise elects to approve such construction after October 8, 2019, Developer's access easement shall terminate and the City shall construct the new road as contemplated herein.

## **2. Developer Obligations.**

2.1 Developer will perform, or cause to be performed, all of the planning, design, engineering, permitting, and construction for the work to be completed and construction to be done on the Project Premises and the Off-Site Public Infrastructure Improvements constructed by, or on behalf of, the City on a portion(s) of the Project Premises to be conveyed, or otherwise transferred, to the City pursuant to the Planning Board's anticipated site plan review approval and this Agreement for use in connection with the Off-Site Public Infrastructure Improvements. The hiring or retention by Developer of any and all planning, design, engineering, permitting, and construction contractors, subcontractors, or other personnel shall be subject to the City's approval, which approval shall not be unreasonably withheld.

2.2 Developer and its consultants, contractors, agents, and representatives shall coordinate the design of On-site Infrastructure Improvements for the Project by Developer with the Public Infrastructure Improvements. Such coordination shall include, but not be limited to, attending meetings as well as providing copies of plans/designs to the City in both hard and electronic format (in an AutoCAD format reasonably acceptable to the City).

2.3 Developer shall, upon receipt of full unconditional site plan review approval from the Planning Board, convey fee title to approximately 136,919 square feet as shown on **Exhibit A**, upon which the Off-Site Public Infrastructure Improvements shall be constructed and located.

2.4 Developer agrees to pay for 100% of the City's legal fees and costs associated with the Land Swap contemplated herein and the parties' performance under this agreement, including but not limited to, legal fees and costs incurred by the City in connection with drafting, revising, and negotiating this Agreement. The City represents that it is represented by the law firm of Bernstein, Shur, Sawyer and Nelson, P.A. ("BSSN") in this matter. BSSN has estimated, but has not guaranteed, that legal fees and costs in this matter will total approximately \$25,000.00. BSSN will provide to Developer original invoice summaries on a monthly basis for all services provided hereunder, with payment due from Developer within thirty (30) days of the delivery of each such invoice summary. To the extent Developer desires further invoice details, it shall inquire with the City, and BSSN shall have no obligation to provide invoice details directly to Developer. Upon the City's request, Developer shall provide a copy of the relevant payment documentation to the Planning Director of the City.

2.5 Should Developer wish to obtain a title insurance policy through Monument Title, a subsidiary of BSSN, or otherwise, in connection with the property conveyed to Developer from the City, such title insurance policy premium and any associated costs shall not be considered legal fees and costs, and such premium shall be paid by Developer directly. The Developer shall also

pay the premium for the title insurance policy obtained by the City for the land conveyed from Developer to the City.

2.6 Developer shall be responsible for any and all closing costs associated with the Land Swap including, but not limited to, recording fees, L-CHIP fees, and transfer tax.

2.7 Prior to commencement of construction of the Public Infrastructure Improvements, the City shall convey a temporary construction easement to Developer and its agents, employees, representatives, guests, invitees, contractors, subcontractors, successors and assigns on, over and across the property to be conveyed from Developer to the City in connection with the Land Swap (consisting of approximately 139,919 square feet) as shown on **Exhibit A**, for the site preparation of the **City ROW**, including without limitation the storage of materials from any and all improvements located thereon, the demolition, razing, and necessary removal of any and all improvements, and any site preparation work for purposes of construction of the new road, which easement shall be automatically terminated upon completion of construction of the improvements thereon and acceptance by the City.

2.8 Prior to commencement of construction of the Public Infrastructure Improvements, Developer shall convey a temporary construction easement to the City and its agents, employees, representatives, guests, invitees, contractors, subcontractors, successors and assigns on, over and across the property to be conveyed from the City to Developer in connection with the Land Swap (consisting of approximately 47,470 square feet), and on, over, and across Developer's surrounding property (consisting of approximately 395,659 square feet), as shown on **Exhibit A**, for the site preparation of the **City ROW**, including without limitation the storage of materials from any and all improvements located thereon, the demolition, razing, and necessary removal of any and all improvements, and any site preparation work for purposes of construction of the new road, which easement shall be automatically terminated upon completion of construction of the improvements thereon.

2.9 The Public Infrastructure Improvements will be substantially completed on or before July 1, 2021.

### **3. City of Portsmouth Obligations.**

3.1 The City shall, upon Developer's receipt of full unconditional site plan review approval from the Planning Board, transfer title to approximately 47,470 square feet of land as shown on **Exhibit A** to the Developer or its assignee, upon which a portion of the On-Site Public Infrastructure Improvements shall be constructed and located.

3.2 The construction of the Public Infrastructure Improvements shall be subject to the following:

- a. The City obtaining proper authorization to enter into this Agreement;

- b. Developer providing the City, for the City's review, recommendations, and approval, which approval shall not be unreasonably withheld, a copy of the plan, design, and schedule for the Public Infrastructure Improvements, when such plan, design, and schedule becomes available.

3.3 The City (subject to the provisions of the Development Schedule set forth in **Exhibit D**) shall have no obligation to perform improvements unless Developer performs all of developer's obligations contained in Sections 2.1 through 2.5 of this Agreement in a timely fashion and to the satisfaction of the City, as provided herein and subject to the provisions contained herein.

3.4 Whenever this Agreement shall require the City to reimburse Developer for any costs incurred by Developer, the City shall only be required to reimburse Developer for such costs upon Developer providing adequate documentation (determination of which shall be within the City's sole discretion) that such costs were actually incurred and paid by Developer.

#### **4. Development Schedule.**

4.1 Attached to this Agreement is a Development Schedule (**Exhibit D**, the "**Development Schedule**") showing the anticipated date and sequence of various elements of the Project that are to be completed by the respective Parties as set forth herein. The Parties acknowledge that the Development Schedule is a complex schedule requiring the coordinated efforts of multiple parties and is dependent in many instances on the actions or approvals of third parties. The Parties agree to use diligent efforts and to cooperate with each other in undertaking their respective responsibilities under this Agreement, including, but not limited to, those events listed on the Development Schedule. It is further understood by the Parties that the Development Schedule (**Exhibit D**) may require adjustment based upon economic conditions, site constraints, actions of third parties, and circumstances beyond the control of Developer or the City. Any such adjustment(s) shall be reviewed and agreed to in writing by the Parties hereto. Consent to such Development Schedule adjustment shall not be unreasonably withheld by either party.

4.2 For the purposes of any of the provisions of this Agreement, the Parties shall not be considered in breach or default of their respective obligations hereunder (except for any obligation to pay a sum of money pursuant to their agreement) in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the other party, fires, floods or other casualties, epidemics, quarantine restrictions, labor disputes, litigations (including, without limitation, any appeal of any approval needed, including the appropriation vote or any permit or approval needed for the Project), freight embargoes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of such party shall be extended for the period of the

enforced delay, provided that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the City and Developer shall consider not only actual work stoppages, but also any consequential delays resulting from such stoppage as well.

## **5. Representations and Warranties.**

5.1 Representations and Warranties of City. The City hereby represents and warrants that:

5.1.1 This Agreement constitutes a legal, valid and binding agreement of the City, enforceable against the City in accordance with its terms subject only to the conditions set out in this Agreement.

5.1.2 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or governmental authority, pending or to the best of the City's knowledge threatened against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations hereunder or the performance by the City of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby.

5.2 Representations and Warranties of Developer. Developer hereby represents and warrants to the best of its knowledge and belief that:

5.2.1 Cate Street Development LLC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New Hampshire, the state of its formation, with all requisite authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted, and is duly qualified or authorized to transact business and is in good standing under the laws of the State of New Hampshire.

5.2.2 Developer has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery and performance by it of this Agreement. This Agreement will, upon execution and delivery thereof by Developer, constitute

valid, legal and binding obligations of Developer enforceable in accordance with the respective terms thereof.

- 5.2.3 Neither the execution or delivery by Developer of this Agreement, the performance by Developer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by Developer of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to Developer, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, to which Developer is a party or by which Developer or any of its properties or assets are bound, or constitutes a default there under.
- 5.2.4 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or governmental authority, pending or to the best of Developer's knowledge threatened against Developer, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Developer of its obligations hereunder or the performance by Developer of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by Developer in connection with the transactions contemplated hereby.
- 5.2.5 Developer shall provide certification from their respective corporate secretary or manager, as the case may be, indicating that the signatory to the within Agreement has obtained all necessary corporate authority to execute and perform the terms of the within Agreement.
- 5.2.6 If required by the City, Developer shall provide the City with a legal counsel's opinion, in a form acceptable to the City, with respect to the matters described in this section.

## **6. Default.**

### 6.1 If:

- a. Developer shall fail to cure any default in the performance of any of its non-monetary covenants, agreements or obligations hereunder within thirty (30) days of written notice of default from City plus, so long as Developer has diligently commenced cure within said thirty (30) days and has been unable to complete same within said thirty (30) days, such additional time as is reasonably necessary to cure with commercially reasonable efforts; or



- b. Developer shall fail to cure any monetary default within five (5) business days of written notice thereof, or
- c. Developer is unable to obtain any permit(s) necessary for completion of the Project; or
- d. Developer shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for themselves or any of their property, or Developer shall be adjudged an involuntary bankrupt, or a decree or order for reorganization under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered against Developer, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of the entry or granting thereof; or
- e. In addition to the foregoing and not in lieu of any of City's rights and remedies hereunder or at law or in equity, if a petition is filed by Developer for relief under Chapter 11 of Title 11 of the United States Code, or for reorganization or arrangement under any provision of the Bankruptcy Code as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Code is filed against Developer and is not dismissed within sixty (60) days thereafter, then in either of such cases this Agreement shall at the option of City terminate upon notice of termination to Developer,

then (notwithstanding any license of any former breach of this Agreement or waiver of the benefit hereof or consent in any former instance) in any of such cases, the City may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, terminate this Agreement.

6.2 Further, in case of any termination of this Agreement under Section 6.1, and notwithstanding any such termination, Developer shall (i) shall immediately pay to the City as damages all amounts due to the City prior to and including the date of termination; (ii) shall be liable for and pay to the City the entire unpaid charges and all other balances due under this Agreement for the remainder of the then-effective term; and (iii) shall additionally be liable for and pay to the City, as damages for breach of this Agreement, all reasonable amounts and categories of damages that the City is not expressly prohibited by law to obtain or collect from Developer. In addition to the foregoing and notwithstanding any other damages or payments due from Developer under this Agreement or at law or in equity, Developer agrees that, in the event of

its breach of this Agreement prior to the consummation of the Land Swap, the City shall be entitled to an order of specific performance from a court of competent jurisdiction whereby Developer shall be required to convey fee title of approximately 136,919 square feet of land to the City as contemplated by the terms of the Land Swap. In addition to the foregoing and notwithstanding any other damages or payments due from Developer under this Agreement or at law or in equity, Developer agrees that, in the event of its breach of this Agreement, it shall be liable to the City for the City's reasonable attorneys' fees and court costs related to or arising out of Developer's breach or default of its obligations under this Agreement, in the event of termination or otherwise.

6.3 Nothing herein contained shall limit or prejudice the right of City to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, the damages are to be proved, provided that such amount is equal to or less than the amount of the loss or damage referred to herein.

## **7. General Provisions.**

7.1 This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

7.2 If any term or provision of this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement shall continue to be fully valid and enforceable.

7.3 Notices, demands, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent, attorney of the party, and shall be deemed to have been effective as to the date of actual delivery, if delivered personally, or as of the third day from and including the date on which it is mailed by registered or certified mail, return receipt requested, with postage prepaid as follows:

To Developer:

Cate Street Development, LLC  
Attn: Jay Bisognano  
11 Elkins Street. Suite 420  
Boston, MA 02101

With a copy to:

Bosen & Associates, PLLC  
Attn: John K. Bosen, Esq.  
266 Middle Street  
Portsmouth, NH 03801

To the City:

City Manager

City of Portsmouth  
ATTN: Legal Department  
1 Junkins Ave.  
Portsmouth, NH 03801

With a copy to: Bernstein, Shur, Sawyer & Nelson, P.A.  
Attn: Ovide Lamontagne, Esq.  
670 N. Commercial Street, Suite 108  
PO Box 1120  
Manchester, NH 03105

7.4 Time is of the essence with regard to this Agreement.

7.5 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations of this Agreement may be assigned or delegated by any party without the prior written consent of the other parties.

7.6 Developer shall not pledge or assign this Agreement or any documents relating thereto as security for any financing without the prior written consent of the City, which consent may not be unreasonably withheld or delayed; provided, however, in the event of said financing pledge and/or assignment, the obligations of Developer shall not be relieved or diminished.

7.7 The Parties anticipate that the obligations set forth herein will be further described in other agreements and/or deeds or leases as agreed to by the Parties. The Parties agree to cooperate in good faith with regard to each and every aspect required for the completion of construction, operation and financing contemplated by this Agreement. The Parties recognize, however, that the land use regulatory authorities of the City and the State must perform their responsibilities in accordance with the law governing that performance and consequently are not obligated in any way by this Agreement. The Parties agree to further negotiate in good faith and to enter into such other and further agreements as may be necessary to implement any aspect of design, engineering, or construction contemplated under this Agreement.

7.8 Developer submits to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Rockingham County New Hampshire Superior Court.

7.9 Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another

party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.

7.10 The execution of this Agreement does not preempt or supersede the review process or powers of any City or other governmental Board, Committee, Commission, or Department, or excuse Developer from the requirement to apply for and receive all necessary permits and approvals from all applicable City or other governmental Boards, Committees, Commissions, or Departments.

7.11 In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not effected thereby shall remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_day of \_\_\_\_\_, 2019.

**CITY OF PORTSMOUTH**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
John P. Bohenko, City Manager  
Duly authorized

**CATE STREET DEVELOPMENT, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jay Bisognano, Manager  
Duly authorized

**Exhibit A**

**Land Swap Plan**

**Exhibit B**

**Public Infrastructure Improvements**

**Exhibit C**

**[INTENTIONALLY OMITTED]**

**Exhibit D**

**Development Schedule**



**Exhibit E**

**Sharing of Costs**

Return To:  
CITY OF PORTSMOUTH  
1 Junkins Avenue  
Portsmouth, NH 03801

### **LICENSE AGREEMENT FOR 30 MAPLEWOOD LLC**

The **City of Portsmouth** (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants the Revocable License to **30 Maplewood LLC**, its successors and/or assigns, a New Hampshire Limited Liability Company (hereinafter "Licensee"), with a principal place of business at 36 Maplewood Avenue, Portsmouth, New Hampshire 03801, for use in connection with the Licensee's improvement to 46-64 Maplewood Avenue under its approved Site Plan (hereinafter the "Project"), pursuant to the following terms and conditions:

1. **License Area A:** The City grants to Licensee a license to bury two (2) 6" diameter perforated drain pipes beneath the sidewalk adjacent to the building on Maplewood Avenue and Deer Street. The purpose of this License is to divert rain runoff from the building to nourish the trees along the sidewalk through the root system. This License is granted on the conditions that the owner of the building keep the drainage system in good repair at no cost to the City. The location of the underground drainage is noted on a certain plan entitled "Easement and License Plan, Tax Map 125, Lots 2 & 2A (Subdivision Lots 1 & 2), Owner: 30 Maplewood LLC, 30-64 Maplewood Avenue, City of Portsmouth, County of Rockingham, State of New Hampshire" dated December 2017, revised July 10, 2019 and prepared by Ambit Engineering, Inc., hereinafter "Easement and License Plan", to be recorded herewith.
2. **License Area B:** The City grants to Licensee a license to maintain a cobblestone band on the City's right of way on Deer Street, measuring 5 feet by 12 feet -flaring to 18 feet towards Deer Street, more or less at the entrance to the subsurface parking on Deer Street as shown on a certain Plan entitled "Easement and License Plan". The condition of this License is that the Licensee agrees to maintain the cobblestone band in good repair.

3. **Indemnification:** Licensee and its successors and assigns, agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury that arises as a result of its utilization of the Licensed Areas. The obligation survives termination or revocation of this Agreement.
4. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence, Licensee shall maintain a certificate of insurance on file with the City's Legal Department during the term of this Agreement and the City shall be named as additional insured.
5. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Areas in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.
6. **Damage:** Licensee agrees to remedy any damage to the License Areas caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
7. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of site plan and may at the City's discretion, result in revocation.
8. **Revocation:** The City may terminate this Agreement or any provision contained in the Agreement on five (5) business days advance written notice provided to Licensee if Licensee fails to meet the terms and conditions of this License or the public interest requires such termination. In the event this Agreement is terminated, Licensee shall remove the drain pipes and cobblestones and restore the Licensed Area to City specifications and this obligation survives termination or revocation of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**City of Portsmouth**

By: \_\_\_\_\_  
John P. Bohenko, City Manager  
Pursuant to vote of the City Council  
\_\_\_\_\_, 2019

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
**30 Maplewood LLC**

By: \_\_\_\_\_  
Stephen Kelm  
Its Duly Authorized Managing Member

DRAFT

Return To:  
SHAINES & McEACHERN, PA  
282 Corporate Drive, Suite 2  
Portsmouth, NH 03801

### EASEMENT DEED FOR PUBLIC ACCESS

NOW COMES 30 MAPLEWOOD LLC a New Hampshire limited liability company with a mailing address of 36 Maplewood Avenue, Portsmouth, New Hampshire, hereinafter "GRANTOR" and for consideration of One Dollar (\$1.00) paid by City, and other good consideration, including a density bonus from the City of Portsmouth, receipt of which is acknowledged by GRANTOR, grants to the CITY OF PORTSMOUTH, a municipal corporation, 1 Junkins Ave., Portsmouth, New Hampshire, hereinafter "GRANTEE", with Warranty Covenants, an easement with respect to certain property located at 46 Maplewood Avenue, City of Portsmouth, County of Rockingham, State of New Hampshire described in a Record of Withdrawal of Land from Condominium dated June 15, 2017 and recorded in the Rockingham County Registry of Deeds in Book 5835, Page 1026 as shown on a Subdivision Plan, Tax Map 125 – Lot 2, 30 Maplewood LLC, as revised April 18, 2017 and recorded in said Registry as Plan D-40246.

GRANTOR grants to the GRANTEE a non-exclusive public access easement for pedestrian use and enjoyment of the easement areas as shown on a Plan entitled "Easement and License Plan, Tax Map 125-Lots 2 & 2A (Subdivision Lots 1 & 2), Owner: 30 Maplewood, LLC, 30-64 Maplewood Avenue, City of Portsmouth, County of Rockingham, State of New Hampshire" prepared by Ambit Engineering, Inc., dated December 19, 2017, as revised August 6, 2019, hereinafter "Easement and License Plan" to be recorded herewith at \_\_\_\_\_, with the following described area:

A pedestrian easement on Subdivision Lot 2, being 6,573 square feet as more particularly shown by cross hatch mark area on the "Easement and License Plan" to be recorded herewith. Included in the pedestrian easement area is a widened sidewalk and three areas covered by the second floor of the building as shown and labeled on the "Easement and License Plan" as areas A, B and C. The easement areas for areas A, B, and C are measured from the surface of the sidewalk to the horizontal plane of the lower surface of the second floor of the building, approximately 8 feet above ground level. The pedestrian easement shall have no

permanent obstructions other than structural supports for the building as shown on said "Easement and License Plan".

The Easement granted herein shall be subject to the following terms and conditions:

1. Terms of Public Use: Terms and Conditions under which the public can use the easement areas shall be governed and determined at the sole discretion of the City as expressed by its City Manager or highest ranking administrative officer.
2. Maintenance: Maintenance of the easement areas shall be the sole responsibility of the GRANTOR, its successors or assigns. GRANTEE shall have the right, but not the obligation, to access the easement areas for the purpose of maintenance, repair, replacement, or reconstruction, all as reasonably determined by the City as expressed by its City Manager or highest ranking administrative officer. Such maintenance costs incurred by the GRANTEE shall be at the sole expense of the GRANTOR, its successors or assigns.
3. Covenants Run with the Land: The Easement granted herein shall be perpetual in nature, shall run with the land and shall benefit and be binding upon the GRANTOR, its successors and assigns. This easement shall be recorded in the Rockingham County Registry of Deeds.
4. City Ordinance Application: Any use, public or private, of the easement area shall be subject to and comply with City Ordinances.
5. Obstruction: The easement area shall be treated for purposes of authority to obstruct as though it is a City sidewalk.
6. Amendment: GRANTOR and GRANTEE may mutually agree to amend or modify this Easement, provided that any such amendment or modification is approved by the City Council at a noticed public hearing, in writing and signed by both parties, and is consistent with the purpose and intent of the Zoning Ordinance. No amendment or modification of this Easement shall take effect unless and until it is recorded in the Rockingham County Registry of Deeds.
7. Costs and Liabilities. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend, indemnify, hold harmless and release the City of Portsmouth, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Grantor, relating thereto. Without limiting the foregoing, the City of Portsmouth shall not be liable to Grantor or any other person or entity in connection with any entry upon the Property pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threaten against Grantor or any other person or entity, except as such claim, liability, damage, or expense is the result of the City of Portsmouth's, its agents or employee's negligence or willful misconduct.

8. Applicable Law: This Easement shall be construed and interpreted according to the substantive law of the State of New Hampshire.

9. Easement to Bind Successors: Throughout the term of this Easement, this Easement shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running with the property and shall be binding upon GRANTOR, its successors and assigns, and inures to the benefit of GRANTEE, its successors and assigns.

Meaning and intending to convey an easement over a portion of the premises described in the deed from Martin Stein, Trustee of the 30 Maplewood Avenue Trust to 30 Maplewood, LLC dated March 29, 2010 and recorded in said Registry in Book 5099, Page 2424.

This is an exempt transfer pursuant to RSA 78-B:2 (I).

IN WITNESS HEREOF, 30 Maplewood LLC has executed this Easement Deed on this \_\_\_\_ day of \_\_\_\_\_ 2019.

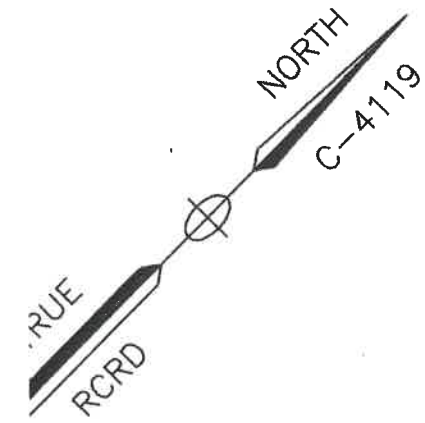
**30 MAPLEWOOD LLC**

\_\_\_\_\_  
Stephen Kelm  
Its Duly authorized Managing Member,

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019, by Stephen Kelm, Managing Member of 30 Maplewood LLC for the purposes herein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace



# DEER STREET

125  
17

LICENSE AREA B  
5'X12'-18'±  
COBBLE BAND  
(AS PER LICENSE)

COVERED PEDESTRIAN EASEMENT  
SUB-AREA C 367 S.F.

125/2A

SUBDIVISION

LOT 2

46 MAPLEWOOD AVENUE

D-41569

(SITE PLAN)

COVERED PEDESTRIAN EASEMENT  
SUB-AREA B 1,050 S.F.

PUBLIC PEDESTRIAN  
EASEMENT TOTAL  
AREA 6,573 S.F.  
(30.1% OF LOT AREA)

LICENSE AREA A  
6"Ø PERFORATED  
DRAIN PIPES  
(AS PER LICENSE)

DRAINAGE SYSTEM  
PRE-CONSTRUCTION  
LOCATION, SEE NOTE 9

DRAINAGE & ACCESS  
EASEMENT TO BENEFIT  
LOT 2

DUMPSTER  
AREA

COVERED PEDESTRIAN EASEMENT  
SUB-AREA A 637 S.F.

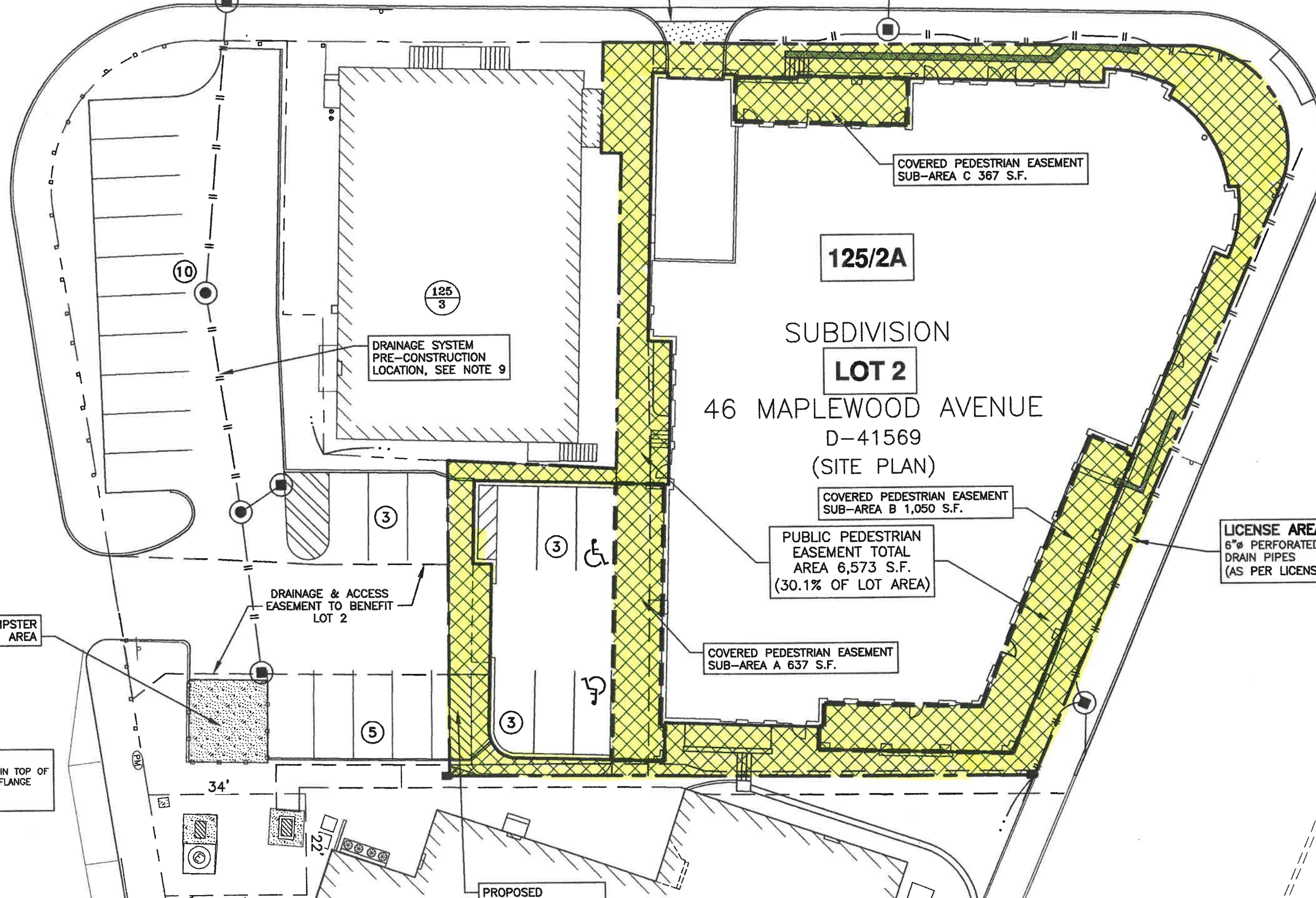
TBM  
"X" CUT IN TOP OF  
HYDRANT FLANGE  
BOLT  
EL. 10.41

34'

PROPOSED

HOLE  
DIMENT  
(H)

(S)







Arthritis Foundation, New England Region  
PO Box 4067  
Concord, NH 03302

RECEIVED

July 8, 2019

**JUL 10 2019**

CITY MANAGER  
PORTSMOUTH, NH

**Mayor Jack Blalock**  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

Dear Mayor Blalock,

I am writing to you to ask for your support of the Arthritis Foundation New England Region 2019 Jingle Bell Run for Arthritis by granting the requisite event permits and street closure to host a road race in the city of Portsmouth.

The Arthritis Foundation's long-running Jingle Bell Run is a festive race that helps champion arthritis research and brings people from all walks of life together, to say Yes to furthering a great cause. Taking place in cities across the country during the end-of-year holiday season, this annual event is a fun way to get out, get moving and raise funds and awareness. This 5K is sure to spread smiles, holiday cheer and a winning spirit.

The Portsmouth Jingle Bell Run/Walk for Arthritis is to be taking place on Sunday, December 1, 2019 at the Little Harbour School, 50 Clough Drive, Portsmouth, NH. Registration opens at 8:00AM with Race start time at 9:30 AM. This race road race is expected to attract 400 runners.

Enclosed is a map of the certified course containing a depiction of the 5K route and corresponding streets we intend use. Please note this is the same course we have used for past several years.

Thank You for your careful consideration and actions. If further information is needed or required, please do not hesitate to contact me at any of the contact information in the signature line.

Sincerely,

Ron Snow  
Director of Development  
Arthritis Foundation, New England Region  
603.460.4213 | [rsnow@arthritis.org](mailto:rsnow@arthritis.org)

CC: City Council, City Council Chambers

Attachment Course Map

# Harbor Trail 5K

## Portsmouth, New Hampshire

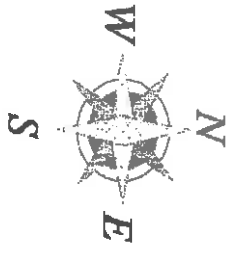
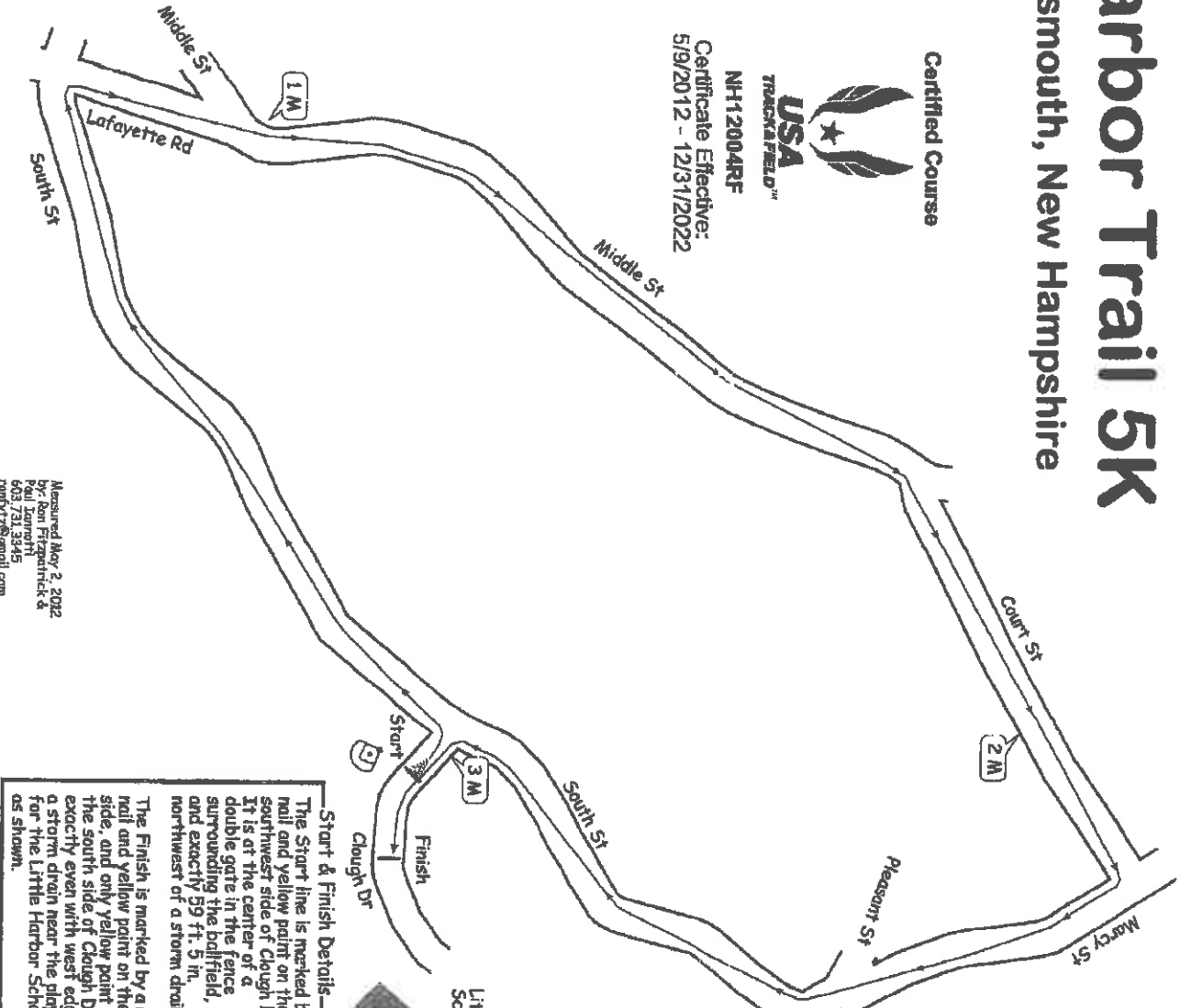
Certified Course



USA TRACK & FIELD™

NH112004RF

Certificate Effective:  
5/9/2012 - 12/31/2022

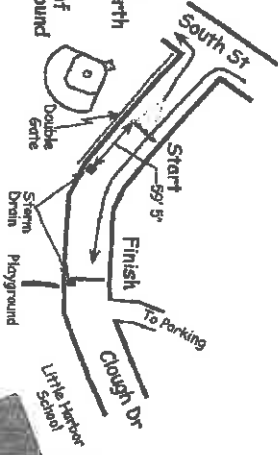


**Splits**  
All splits are marked by a P-K nail and yellow point.

- 1 M On the west side of Middle St near the north edge of the driveway for #880, and approximately 25 ft. north of a Ball System Service.
- 2 M On the southeast side Court St opposite Temple Israel and approximately 3 ft. east of a water shutoff cap for the Strawberry Babes Inn.
- 3 M On the northeast side of Clough Dr. just about even with the bus stop for the ball field and approximately 59 ft. southeast of a mailbox.

**Start & Finish Details**  
The Start line is marked by a P-K nail and yellow point on the southwest side of Clough Dr. It is at the center of a double gate in the fence surrounding the ballfield, and exactly 59 ft. 5 in. northwest of a storm drain.

The Finish is marked by a P-K nail and yellow point on the north side, and only yellow point on the south side of Clough Dr., exactly even with west edge of a storm drain near the playground for the Little Harbor School, as shown.



Measured May 2, 2012  
By: Ron Fitzpatrick &  
Paul Zammit  
603.731.3245  
ronny12@gmail.com

*Double gate playground*

---

# M E M O R A N D U M

---

**TO:** John Bohenko, City Manager

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

**DATE:** August 1, 2019

**RE:** City Council Referral – Projecting Sign:  
Address: 99 Bow Street  
Business Name: Martingale, LLC, Martingale Wharf Restaurant  
Business Owner(s): Mark McNabb

---

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

Sign dimensions: 24" x 36"  
Sign area: 6 sq. ft.

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

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



0 25 50 100 Feet

**Request for license  
99 Bow Street**



Sample of bracket



PortsmouthSign.com  
603-436-0047

**REVISION:**

All orders under \$250 include 1 revision only.  
All orders over \$250 include 3 revisions only.  
Additional revisions will be charged at \$25 per revision.

**PLEASE NOTE:**

Designs are NOT actual size and color may vary depending on printer and/or monitor.

7/23/19

I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.

**RETURN SIGNED TO: [service@portsmouthsign.com](mailto:service@portsmouthsign.com)**

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

Member of:



GREATER  
PORTSMOUTH  
CHAMBER OF COMMERCE

the Greater  
York Region  
Chamber of Commerce



©COPYRIGHT 2017, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.

Shop Use Only

Qty: SS  DS

Materials:

Background Color:

Vinyl Color:  
HP  Int

Other:



---

# MEMORANDUM

---

**TO:** John Bohenko, City Manager

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

**DATE:** August 1, 2019

**RE:** City Council Referral – Projecting Sign:  
Address: 175 Market Street  
Business Name: Portsmouth Soap Company  
Business Owner(s): Ken & Lauren Wolf

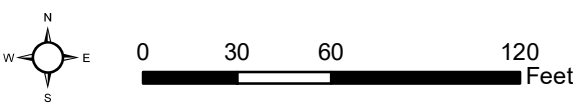
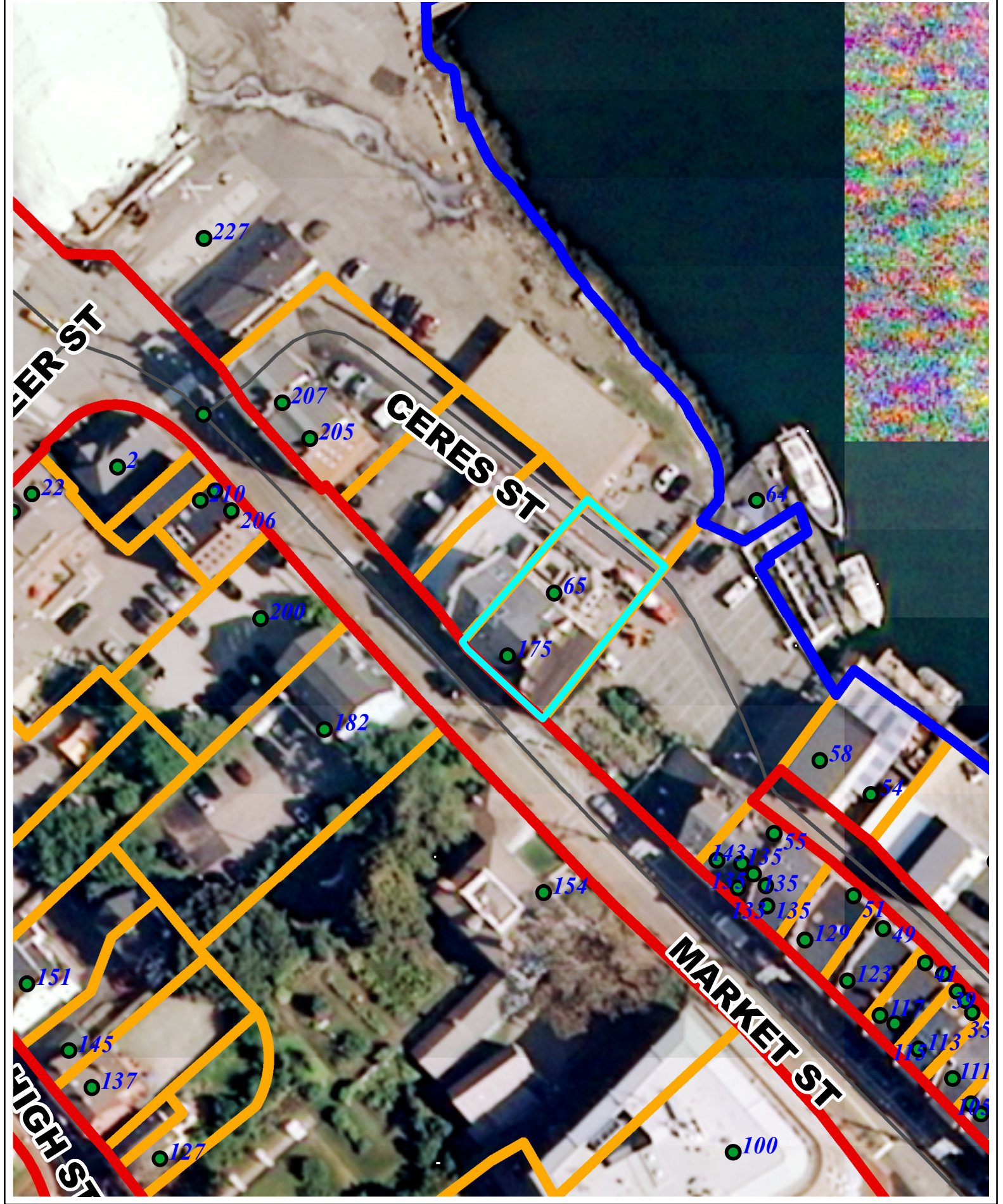
---

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

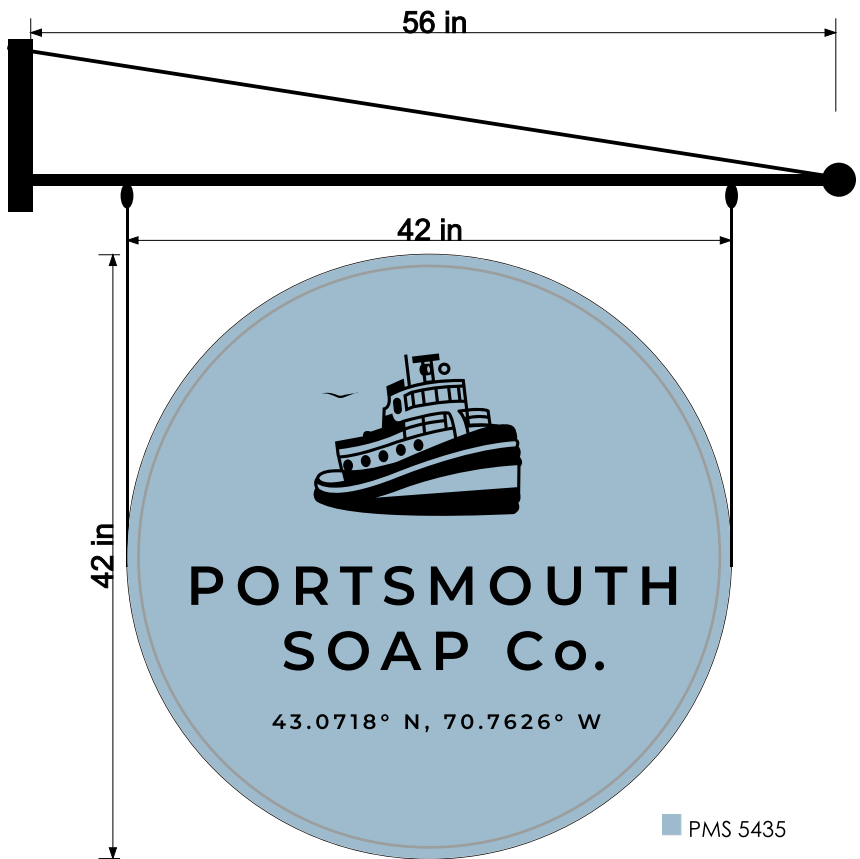
Sign dimensions: 42" x 42"  
Sign area: 12 sq. ft.


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

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



**Request for license  
175 Market Street**



 <p>PortsmouthSign.com 603-436-0047</p>	<p><b>REVISION:</b> All orders under \$250 include 1 revision only. All orders over \$250 include 3 revisions only. Additional revisions will be charged at \$25 per revision.</p> <p><b>PLEASE NOTE:</b> Designs are NOT actual size and color may vary depending on printer and/or monitor.</p>	<p><b>6/27/19</b></p> <p><b>RETURN SIGNED TO: <a href="mailto:service@portsmouthsign.com">service@portsmouthsign.com</a></b></p> <p>I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl &amp; paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.</p> <p>SIGNATURE: _____ Date: _____</p>
---	---	---



©COPYRIGHT 2017, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.

Shop Use Only	Qty: SS <input type="checkbox"/> DS <input type="checkbox"/>	Materials: _____	Background Color: _____	Vinyl Color: HP <input type="checkbox"/> Int <input type="checkbox"/>	Other: _____
---------------	--	------------------	-------------------------	---	--------------







# Pro Portsmouth Inc.

ARTS \* CULTURE \* HISTORY \* COMMUNITY

received  
8/11/19

July 30, 2019

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:

- **First Night® Portsmouth 2020**, Tuesday, December 31, 2019; 4pm – Midnight.  
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
- **Children's Day**, Sunday, May 3, 2020; Noon – 4pm.  
Street closure – Pleasant Street – State Street to Market Square: no parking on Market Street – Bow Street to ISSCo. entrance
- **43<sup>rd</sup> Annual Market Square Day Festival & 10K Road Race**, Saturday, June 13, 2020; 9am – 4pm.  
Street closures – Downtown streets from 4am – 6pm; race course – 9am start (roving closures)
- **18<sup>th</sup> Annual Summer in the Street**, Saturday evenings 5pm – 9:30pm – July 4, July 11, 18, 25, 8/1.  
Street Closures: 4pm (set up) – 9:30pm (clean up) – Pleasant Street – Porter Street to Market Square

### **First Night® Sponsorship:**

We respectfully request the City's financial support to defray the costs of the free elements of the event. The combined overall costs of outdoor activities (fireworks, ice sculpture, street dance) are projected to cost \$10,000 this year. Accordingly, we are requesting that, as was the case in 2018, the City joins us as a sponsor and supports the fireworks' display in the amount of \$3,000. We would acknowledge the City of Portsmouth as the official sponsor of the fireworks in all promotional materials.

P.O. Box 967  
Portsmouth, NH 03802-0967  
[www.proportsmouth.org](http://www.proportsmouth.org)

Your consideration of this request is greatly appreciated, and your support will ensure that this event continues to draw thousands of visitors to the City, supporting our local performers, businesses and community as a whole.

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,

A handwritten signature in black ink, appearing to read "Barbara Massar". The signature is fluid and cursive, with a long, sweeping underline.

Barbara Massar  
Executive Director

cc: John P. Bohenko, City Manager

July 18, 2019

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

Dear Mayor Blalock and the Portsmouth City Council,

**Big Brothers Big Sisters of New Hampshire would like to respectfully request approval to close Pleasant Street on Saturday, June 20, 2020 from 1pm – 4pm for our annual *Stiletto Sprint*. We further request to reserve the following Sunday, June 21, 2020 for a rain date.**

Our Young Philanthropists for Mentoring (YP4M) Committee is excited to begin organizing the Stiletto Sprint for 2019. The YP4M Committee is a group of young professionals who help raise financial support and awareness for our mission to provide children facing adversity with strong and enduring, professionally supported, one-to-one relationships that change their lives for the better, forever.

Once again, this year's Stiletto Sprint was our most successful to date, raising funds for our mentoring programs while garnering positive media coverage for the City and awareness of the agency. All proceeds from this event will support Big Brothers Big Sisters' efforts in the community.

Big Brothers Big Sisters of New Hampshire will work with your Council and the Fire and Police Departments to make this a successful and minimally disruptive event. We will require every participant to sign a release of liability waiver as well carrying a Certificate of Insurance for the event.

If you have any questions regarding this proposal, please contact me at [droy@bbbsnh.org](mailto:droy@bbbsnh.org) or 603-430-1140 x 1001. We look forward to continued collaboration with the City of Portsmouth.

Sincerely,

Debbie Roy  
Development and Outreach Manager

August 5, 2019

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

Dear Mr. Bohenko:

The 11<sup>th</sup> annual American Lung Association Cycle the Seacoast ride is scheduled for Sunday, May 3<sup>rd</sup>, 2020. With nearly 400 cyclists expected we are looking forward to a very exciting day.

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

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

Sincerely,

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

**Cycle The Seacoast - 2019 - 100 Mile Route**

Segment distance	Directions	Total distance
	<b>START FROM PORTSMOUTH</b>	
0.1	Left onto Corporate Drive	0.1
1.1	Left on Ashland Rd	1.2
0.2	2 signs for cycle path - each end	1.4
0.3	Right to stay on Ashland Rd	1.7
0.3	Right onto Rockingham Ave	2.0
0.1	Left onto Woodbury Ave	2.1
0.1	Right onto Edmond Ave	2.2
0.4	Right onto Maplewood Ave	2.6
0.7	Continue onto Middle St	3.3
0.2	Left onto State St	3.5
0.5	Right onto Marcy St	4.0
0.3	Left to stay on Marcy St	4.3
0.0	Bear Left at triangle	4.3
0.5	Continue into New Castle Ave	4.8
2.8	CAUTION - METAL GRATE BRIDGE Wentworth Bridge	7.6
1.1	Left @ T onto Sagamore, Route 1A	8.7
0.5	Circle - 3rd exit onto 1A/Pioneer Rd	9.2
	<b>RETURN TO PORTSMOUTH</b>	
1.5	<b>REST STOP - Tate &amp; Foss Real Estate</b>	#REF!
0.1	Left onto Lang Rd	#REF!
1.3	Left off Lang behind Service Credit Un	#REF!
0.2	Right onto Longmeadow Rd	#REF!
0.0	Cross Route 1 onto Ocean Rd	#REF!
1.9	Cross Route 33 Stay on Ocean Rd	#REF!
0.3	Right onto Portsmouth Ave	#REF!
0.0	Cross Railroad Tracks	#REF!
1.0	Left onto Bike Path	#REF!
1.6	Exit Bike Path Right onto Corporate	#REF!
1.6	Right into Cisco Brewers	#REF!

Notes	City/Town
	Portsmouth
	Portsmouth
<b>RM - Cyclist 7-10am</b>	Portsmouth
	Portsmouth
	Portsmouth
	Portsmouth
	Portsmouth
	Portsmouth
	Portsmouth
	Portsmouth
<b>RM 7am - 10:30am (all routes)</b>	Portsmouth
<b>RM 7am - 10:30am (all routes)</b>	Portsmouth
	Portsmouth
	Portsmouth
	Portsmouth
<b>New Castle Police - see 25 mi.</b>	New Castle
<b>Portsmouth Police   RM 7 - 11am (all routes)</b>	Portsmouth
<b>Rye Police   RM 7 - 11am (all routes)</b>	Rye
	Rye
<b>RM - 9:30am - 3:00pm (all routes)</b>	Rye
<b>Portsmouth Police   RM 10 - 3pm (all</b>	Portsmouth
	Portsmouth
	Portsmouth
<b>Greenland Police - see 25 mi.</b>	Greenland
	Greenland
	Greenland
<b>RM - 10:30am - 3pm (all routes)</b>	Portsmouth
	Portsmouth
	Portsmouth

CITY COUNCIL E-MAILS

July 15<sup>th</sup> (after 3:30 p.m.) – August 8, 2019 (9:00 a.m.)

AUGUST 12, 2019 CITY COUNCIL MEETING

Below is the result of your feedback form. It was submitted by Carol Bird ([cbird5564@gmail.com](mailto:cbird5564@gmail.com)) on Monday, July 15, 2019 at 14:34:40

-----  
address: 49 Pickering St

comments: It seems to me the most fair way to decide whether this Redgate Kane proposal is in the best interest of the public is to have it on the ballot in November. Everyone has wasted so much time and effort trying to get you all to change your minds when really it could be solved very easily. If the majority of the population votes FOR the proposal then it should move forward. If the majority votes AGAINST the proposal, we start over. Why isn't this the best solution now that we are told there is no hurry? I would appreciate some feedback but not the fact the Redgate Kane has already invested too much. That was their decision. Thank you in advance.

includeInRecords: on  
Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by Michael Casino ([casinom@comcast.net](mailto:casinom@comcast.net)) on Monday, July 15, 2019 at 14:37:02

-----  
address: 135 Bow St

comments: Dear Council Members,  
I am unable to attend the meeting tonight regarding the McIntyre redevelopment plan. However, I still wanted to encourage you to vote against approving the proposed plan. Since I've written to you before regarding my reasons for opposing the Redgate/Kane development plan I will not go into the same detail here. Suffice it to say that there are numerous concerns regarding too much density, insufficient parking, and the lack of suitably size open urban space in the plan as proposed. I would urge you again to please consider re-engaging the public input process to address these and other concerns. The project as proposed will completely overwhelm the site in the heart of our beautiful downtown. We will regret it for a very long time if we don't reconsider it know.

Thank you.  
Mike Casino

includeInRecords: on  
Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by Dave Hudlin ([dhudlin@hotmail.com](mailto:dhudlin@hotmail.com)) on Monday, July 15, 2019 at 14:53:00

-----  
address: 260 Miller ave

comments: Dear Council,

Please see below my letter to the Assessor. We need answers to the questions. I hope that you will be looking at the data carefully and ensuring that we fully understand the impact to residential taxpayers. We are relying on you to advocate on our behalf.

Mr. Hudlin

The final analysis will be presented to the City Council August 12, 2019; at that time the City will have answers to your questions.

Thank You

Rosann

From: Hudlin, David J. [<mailto:david.hudlin@thermofisher.com>]  
Sent: Monday, July 15, 2019 2:26 PM  
To: Rosann Maurice - Lentz <[rlentz@cityofportsmouth.com](mailto:rlentz@cityofportsmouth.com)>  
Cc: John P. Bohenko <[jpbohenko@cityofportsmouth.com](mailto:jpbohenko@cityofportsmouth.com)>  
Subject: 2019 Commercial Assessments

Roseann,

I wanted to present some data to you and get your feedback. If you recall, in 2017 I presented to you a list of 139 commercial properties spanning a variety of industries and locations representing \$1.3B in value. My file contained the 2015 valuation and the 2017 valuation, with a calculation showing the % change and the impact on change in annual taxes based on the delta between the 2015 tax rate and the 2017. My data at that time showed an aggregate 6% increase in assessed value (3% annually). Your initial reaction was that my data wasn't a complete list of properties and may not represent the aggregate commercial increase. As we know, my data proved to be accurate as it represents a large sample size.

I've taken that same file and populated it with the 2019 valuations. The results are a 6.2% increase. This indicates no aggregate change vs. the 2017 valuation. Although "In town" properties show a slightly higher increase of 10% vs 7%, the remaining commercial properties outside of downtown, including route 1, Pease, and hotels are showing a lower rate of appreciation than 2017. Because downtown represents a small subset of overall properties, it's not helping the aggregate number.

My interpretation of this indicates that, despite economic factors outlined in the 6.17 presentation, it's not translating in the numbers. When we say that Commercial will help with the residential burden in this reval, what we're really saying is that we hope, after the new tax rate is set, that unlike in 2017, commercial doesn't realize a 3% tax bill reduction. My projection is that Commercial taxes will stay flat YOY and that residential will increase due to the fact that our valuations are increasing by at least 2x commercial.

In 2017 residential values increased 18-20%, or 3x Commercial. If that happens again, then the impact to residents will be the same, if not worse due to an even greater increase in the operating budget.

Questions:

1. Are you seeing what I'm seeing in the overall change in Commercial valuations?
2. What is the overall increase in residential valuations?
3. Based on the new preliminary tax base figures and the budget, what is the preliminary 2019 tax rate?

Thank you  
David Hudlin

includeInRecords: on  
Engage: Submit

---



Below is the result of your feedback form. It was submitted by Sarah Smith ([sarah.uhl@gmail.com](mailto:sarah.uhl@gmail.com)) on Monday, July 15, 2019 at 15:33:52

-----  
address: 969 Banfield Rd., Portsmouth, NH 03801  
comments: Dear Members of the City Council,

I regret being unable to join the meeting this evening due to taking care of my toddler. He is my reason for writing this evening, and my reason for being less engaged on this issue heretofore. As parents of a young child, soon to be two, my husband and I find ourselves spending much less time downtown. The recent op-ed by State Sen. Fuller Clark resonated, especially while having ice cream at Izzy's yesterday evening and trying to contain our toddler on the busy sidewalk, keeping him away from traffic. Looking across the street, I thought about how incredible it would be to have a park there and how sad it would be for large, new buildings to take up more of the sky, adding to the concrete jungle feeling in many parts of our downtown, maybe even blocking the early morning sunshine in the winters that heats up the brick and makes Bow Street one of my favorite, bright strolls on the chilliest days.

Back to yesterday, I hobbled my pregnant self and toddler over to Prescott Park eventually, so he could run around. But it's a considerable walk, and in the process I wondered if we should have skipped downtown that night.

Realizing that much thought has been put into this process already, I hope that young families and the next generation are given serious consideration prior to the Council's upcoming votes. The legacy of a new park endures, and while it may require up-front sacrifices including financial ones, I hope that the bold leaders on the council will seriously consider the possibility - either of using the land adjacent to the McIntyre Building for green space or of negotiating the building's sale to the city for that purpose, too.

Many thanks for considering my comments,  
Sarah Smith  
969 Banfield Rd., Portsmouth, NH 03801

includeInRecords: on

-----  
Below is the result of your feedback form. It was submitted by Timothy Montminy ([timothy.p.montminy@gmail.com](mailto:timothy.p.montminy@gmail.com)) on Monday, July 15, 2019 at 16:19:26

-----  
address: 171 Monroe St Ext

comments: I am contacting the city council to lend my support to the proposed McIntyre Project. The process to determine the site partner and the development plan were open and transparent. There were a considerable number of opportunities for public input. In addition, the public-private partnership for the development of the McIntyre Site was a prominent subject during the previous city council election. All but one of the elected council members supported the proposed project, demonstrating the public's assent. As with all development in Portsmouth, a small but vocal group of citizens who have time and disposable income oppose the current McIntyre Plan. Some are upset that their vision for the site will not be achieved and propose a new process. Others propose the city negotiate a purchase of the building and demolish it, which is not feasible. Perhaps most upsetting is that a few members of this group have chosen to obstruct due to longstanding grudges against the city manager and members of the council. Regardless of their many motives, this vocal minority was not elected to the council. They do not represent the collective will of the city and furthermore they have no coherent plan or proposal for the site. The city has done its due diligence, and the voters have already spoken on this issue. Voters like myself elect representatives to the council to make knowledgeable decisions in the city's best interest. We do not elect our representatives to make decisions based on the uniformed opinions of a vocal minority. Please vote to move forward with the current McIntyre plan and move the city beyond this issue.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Kelly Shaw ([consuela58@yahoo.com](mailto:consuela58@yahoo.com)) on Friday, July 26, 2019 at 08:22:38

---

address: 892 Banfield Road

comments: Hi all- I went to this very important meeting last night Thursday, July 25. I said to myself I wonder how many city councilors will attend this meeting? I know you all received personal invites. Only 2 city councilors showed up to this meeting. (Rick and Cliff) I do not understand once again that the only time we might see you is during election time — well doubtful except to come our way to squeeze in more housing. This is one more instance that you don't show support for our end of town. These proposed changes will directly effect 22 residents and a lot of businesses of your city! (Water Country, etc.) Part of the proposal that your city office recommended to the DOT without our input recommended to make a bike path on one side and walking on the other side with a median. We do not live in Florida and if you attended the meeting last night you would of seen the folks of our end of town not on board on this proposed change! Again, what about the rest of Portsmouth.

I request this email be read in full during public comments. Sincerely, Kelly Shaw

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Deb Bergeron ([Crazyredhead03894@yahoo.com](mailto:Crazyredhead03894@yahoo.com)) on Tuesday, July 30, 2019 at 07:40:38

---

address: 242 State St., Portsmouth

comments: PLEASE APPROVE the Blue Ribbon Panel plan for compromise! No more condos!!!

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Kathryn Lynch ([kathielynch@hotmail.com](mailto:kathielynch@hotmail.com)) on Tuesday, July 30, 2019 at 19:01:01

---

address: 3 Boyan Place Portsmouth NH

comments: I am writing to express my support for the current plans for redeveloping the McIntyre site. While no plan is perfect I am opposed to the city purchasing and developing the site as this will be a tremendous burden on taxpayers. I have faith that the city's land use Boards, including the HDC, will require a redevelopment that is complimentary for our city and that will serve the best interests of the city.

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Iiro Lehtinen ([iiro.lehtinen@gmail.com](mailto:iiro.lehtinen@gmail.com)) on Wednesday, July 31, 2019 at 08:35:04

---

address: 740 Woodbury Avenue

comments: Honorable Councilors,

Thank you for your hard work and diligence in putting the McIntyre plan together, and thoroughly vetting it in public meetings. I appreciate the fact that the plan limits the burden to taxpayers.

Please vote to approve the current public/private partnership with Kane, so we can move forward to adding the property to the tax base without additional delays.

Best regards,

Iiro Lehtinen  
740 Woodbury Avenue, Portsmouth, NH

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Aubrey Gewehr ([agewehr@gmail.com](mailto:agewehr@gmail.com)) on Wednesday, July 31, 2019 at 12:45:37

---

address: 255 Cass St., Portsmouth, NH. 03801

comments: Hello Councilors,

Unfortunately my work takes me away from Portsmouth this week and I will not be able to attend tonight's meeting about the Revisit McIntyre petition. Since I cannot attend I wanted to put on the record that I do not support this petition nor the goals of Revisit McIntyre. I know many others who feel this way as well including some folks who originally signed the petition and no longer support it once they learned more about the McIntyre process and the full scope of the project that Revisit does not address.

This has been a long hard process and I appreciate the work, tough decisions, and balanced compromises that you all have had to make to forge as much public good out of this project at no expense to the taxpayers as could be done. Please don't let a loud vocal minority of people derail the project at this point.

Thank you for your service,

-Aubrey Gewehr

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Jim Splaine ([jimsplaineportsmouth@gmail.com](mailto:jimsplaineportsmouth@gmail.com)) on Wednesday, July 31, 2019 at 13:43:23

---

address: 201 Oriental Gardens

comments: Wednesday, July 31, 2019

To: The Portsmouth City Council

Because of a work commitment, I cannot attend your hearing this evening. But I want to share some final thoughts before your vote on the Kane/Redgate McIntyre Project. I offer a half dozen facts, and challenge anyone to say they are not correct.

FACT ONE: City management and the City Council could have worked harder during the past 19 months to keep the U.S. Post Office at the McIntyre location.

FACT TWO: City management and the City Council could have worked harder during the past 19 months to create a more inclusive process that would have brought the innovative ideas of the best of Portsmouth's talent to the table, instead of choosing one developer early in the process to essentially lead and direct the project.

FACT THREE: City management and the City Council could have worked harder during the past 19 months to include more of our citizenry into the process of design and vision.

FACT FOUR: City management and the City Council could have included more developers and architects in the process of charrettes to come up with ideas for the 2.2 acres of McIntyre land, including the current building, that would serve the people of our community to the 22nd Century and beyond.

Revisit McIntyre and many citizens advocated all of this. What an exciting process that would have been.

FACT FIVE: City management and the City Council could have saved a hell of a lot of consultant money by starting a process from Day One that accessed the vast and expansive talent of the citizens of our community, rather than rely on the profit-motives of one developer to the exclusion of all others.

But city management from that first day wanted to max out on development on that 2.2 acre site, so the deal was in -- that's why I have called this whole process "rigged," i.e. as my online Merriam-Webster dictionary defines it: "to manipulate or control; to fix in advance for a desired result." That's exactly what has happened from the time the Council voted on December 20, 2017 by a margin of 8-1 (I was that "1") to start this process. "The Urban Dictionary," especially relevant to this discussion because the topic is something urban offers further definition of the word that I have chosen to use: "The word 'rigged' is used to describe situations where unfair advantages are given to one side." "Rigged" is a descriptive word. And it describes the McIntyre process from Day One, 19 months ago. A process determined to get this desired result. It was all set up at that first vote on December 20th, 2017 to happen the way that it turned out. The deal was in.

AND FACT SIX: There is still no "deadline." Way too early on, we were told there was -- and that led to some panic decision-making and bowing to city management and staff -- but there is no deadline.

The City Council now should wrestle the future of McIntyre away from city management, staff, and the developer and revisit the process and the project. Otherwise, it seems clear to me that there will be well-founded protracted litigation to comply with federal requirements yet unmet, and expectations of the people of our community not yet realized.

There is time to get it right.

Please, take the time to get this right, instead of yielding to the powers-who-are in Portsmouth City Hall and some businesspeople in the development community who want to sign some documents to close off the discussion.

Because like it or not, that discussion will continue anyway. The powers-who-are may have the authority to take a vote. But not the authority to shut up the rest of us.

Thank You -- Jim Splaine, Citizen Activist, 201 Oriental Gardens, Portsmouth, N.H. 03801 E-Mail: [jimsplaineportsmouth@gmail.com](mailto:jimsplaineportsmouth@gmail.com)

includeInRecords: on  
Engage: Submit

Below is the result of your feedback form. It was submitted by Steve Szmyt ([molyoy2@gmail.com](mailto:molyoy2@gmail.com)) on Wednesday, July 31, 2019 at 14:08:41

---

address: 690 Woodbury Ave

comments: I am in favor of the originally proposed redevelopment plan with limited burden to taxpayers.

includeInRecords: on

Engage: Submit

---

Below is the result of your feedback form. It was submitted by Ilysse Sirmaian ([Sirmaian@comcast.net](mailto:Sirmaian@comcast.net)) on Wednesday, July 31, 2019 at 14:19:20

---

address: 1133 Woodbury Ave

comments: I appreciate all your hard work on the plan, especially the fact that you are thinking about the taxpayers and not burdening us with any cost or risk.

includeInRecords: on

Engage: Submit

---

Below is the result of your feedback form. It was submitted by Jason Walls ([jason@msgmedia.com](mailto:jason@msgmedia.com)) on Wednesday, July 31, 2019 at 14:56:08

---

address: 1113 Maplewood Ave

comments: Hi all,

I want to state as a voter, homeowner, and supporter of growth and progress in our city, that I do NOT support the proposals of the Revisit McIntyre petition. I would like to see the existing proposal continue to move forward, understanding the incremental changes that will be made along the way.

Our primary goal for the McIntyre project should be to maximize its usefulness (i.e., year round) in a way that mitigates or eliminates taxpayer expense. I don't care that we could or could not maybe get more revenue from a slightly different plan; even breaking even is great and I'd rather it get done already. Nor do I have any qualms about the city working in public/private partnerships - it's the best way to ensure that we benefit from market forces while still getting to provide input to the project. I see no evidence that anything was done outside of our duly elected representative council, and voted for them to make these decisions. Since the initial decision for a public/private partnership, there has been more than enough public input - we have what we wanted and are satisfied with the process. There will be time to tweak things, but the overall premise is sound.

Please consider this input during tonight's deliberation.

includeInRecords: on

Engage: Submit

---

Below is the result of your feedback form. It was submitted by Trevor Bartlett ([greatnsecret@gmail.com](mailto:greatnsecret@gmail.com)) on Wednesday, July 31, 2019 at 15:01:28

-----  
address: 316 Coolidge Dr

comments: It was with great interest that I met the opportunities offered by the public input process leading up to the current state of McIntyre Project. I engaged in many of the open sessions, and know the high degree to which the development team regarded and responded to our suggestions. I walked out of those meetings always with a head full of new ideas, educated about innovations from all over the world being brought to bear on a genuinely complicated set of variables. I can understand how difficult it might be for anyone who did not attend those sessions to get their head around the ten-thousand turns it took us to arrive where we did. That said, I know from my own experience how false, misleading, mistaken and flat out deceitful the rhetoric is that the Revisit McIntyre camp has been smearing all over our good city. What their motives could possibly be are unfathomable to me, but that they have successfully snow-jobbed over 600 people into lending names to their efforts to sabotage such an inclusive and effective process should not be held as any directive to dismiss all the good work that we all did, nor the solutions we manage to knead out of a very challenging set of parameters and restrictions. Despite all the smoke the RM people might try to blow at it, it's a solid direction, a good plan, and I stand proud to have played even a small role in its production. I humbly ask that you deny their shifty little petition and proceed with all dispatch to get our McIntyre Project back in motion. Thank you.

includeInRecords: on  
Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by Jason Boucher ([boucher.jason@gmail.com](mailto:boucher.jason@gmail.com)) on Wednesday, July 31, 2019 at 15:39:55

-----  
address: 65 Wibird Street

comments: Greetings, City Council:

I am a lifelong resident and in favor of the proposed McIntyre plan with Redgate-Kane. This conversation has gone on too long and it's time for the city to progress and approve this project, get the proper board approvals and build this welcomed addition to our beautiful city. Thank you, Jason Boucher

includeInRecords: on  
Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by Joanne Wolfe ([JoanneWWolfe@comcast.net](mailto:JoanneWWolfe@comcast.net)) on Friday, August 2, 2019 at 14:18:21

-----  
address: 213 Gates Street, Unit 1

comments: I copied this from a comment on social media where the author said to use it. I can't say it any better and I agree with wholeheartedly.

I sent this to the council a week or two ago. Feel free to use it:

I am contacting the city council to lend my support to the proposed McIntyre Project. The process to determine the site partner and the development plan were open and transparent. There were a considerable number of opportunities for public input. In addition, the public-private partnership for the development of the McIntyre Site was a prominent subject during the previous city council election. All but one of the elected council members support the proposed project, demonstrating the public's assent. As with all developments in Portsmouth, a small but vocal group of citizens who have time and disposable income oppose the current McIntyre Plan. Some are upset that their vision for the site will not be achieved

and propose a new process. Others propose the city negotiate a purchase of the building and demolish it, which is not feasible. Perhaps most upsetting is that a few members of this group have chosen to obstruct due to longstanding grudges against the city manager and members of the council. Regardless of their many motives, this vocal minority was not elected to the council. They do not represent the collective will of the city and furthermore they have no coherent plan or proposal for the site. The city has done its due diligence, and the voters have already spoken on this issue. Voters like myself elect representatives to the council to make knowledgeable decisions in the city's best interest. We do not elect our representatives to make decisions based on the uninformed opinions of a vocal minority. Please vote to move forward with the current McIntyre plan and move the city beyond this issue.

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Maxene Feintuch ([Mfeintuch1@comcast.net](mailto:Mfeintuch1@comcast.net)) on Saturday, August 3, 2019 at 07:56:22

---

address: 180 Lincoln Avenue

comments: Councilors and city manager:

I attended but didn't speak at Wednesday's meeting. For the reasons you heard, I, too, oppose the project as it is.

Three points to consider:

1. When the idea to create high-end condos was conceived, Portsmouth was a different city. In the last year or two alone, an explosion of residential building proposals, starts, and completions has made its mark (traffic, needs for city services, and soon water-sewer needs). We couldn't possibly NEED more places for wealthy people to live. We should know the number of living units that are planned or nearing completion now -- before we take up this precocious land for more. I'll bet the number is staggering.

2. I've lived in Portsmouth long enough to know what citizens have lost to development without foresight, backbone, zoning, a passion for what gives Portsmouth its character.

(A) We gave . up a river view from Bow Street so people could eat expensive food at the water's edge.

(B) We gave up a river walk that other cities like San Antonio and Newburyport saw as a source public enjoyment and even a right.

(C) We gave up owning the old Pier II restaurant at the foot of the Memorial Bridge for more large condos.

(D) We gave up the Connie Bean Center for more expensive condos -- where most are dark, not lived in.

(E) We gave up an inviting streetscape on Deer and Maplewood Avenues because we didn't have the zoning to stop the Hampton Inn from installing a mass of frosted glass to hide their swimming pool and gym, making it a far less desirable place to walk.

Before we give up more to benefit a few, I suggest a "re-think."

3. Finally, no one can argue that the planet isn't in trouble. People around the world are making the effort to slow the disastrous effects of warming. They're trying to plant millions of trees (as fast as forests are being destroyed); they're constructing green/ living buildings; they're not "paving over paradise;" they're trying to reduce our carbon footprint.

Portsmouth should be doing a whole lot more (plastics ban -- did you see the photo in the paper of the tax assessor at a table with 2 single-use Poland Spring water bottles in front of her?Mandatory composting. Planting trees and keeping green space. Adding solar panels to municipal buildings.).

We've heard the warnings about the fate of the earth and the fate of coastal Portsmouth! Yet we may take these last 2 acres of land and pretend we didn't know. Shame on us. The planet deserves our acknowledgement, innovation, and sacrifice, not more bricks, parking, density.

Portsmouth should be praised by environmentalists, forward-thinking developers, and innovative city-planners for what action we take. We can do this.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Keith Wilkinson ([kwilk.works@gmail.com](mailto:kwilk.works@gmail.com)) on Sunday, August 4, 2019 at 09:08:00

---

address: 62 Winter Street

comments: August 4th, 2019

For the twenty years that I've resided in Portsmouth, I can summarize the city's upkeep of Goodwin Park as sporadic, reactive, and generally inadequate. Beyond the regular lawn mowing, some of the other plantings are usually lacking for care until a catchup effort just before Veterans Day. Drastic action is sometimes taken, like wholesale removal of entire planting areas, perhaps a quick and easy escape from the results of little regular preventative care throughout the season. On a positive note things have generally improved over the last twenty years but certainly not in line with property values. This year the central circle around the monument has been entirely forgotten. Nothing has been done. Some weeds are four feet high. I spent an hour there this morning removing tree seedlings and vines from the blueberry bushes.

The blueberry bushes are a special feature at Goodwin Park that should be maintained. The harvest adds a healthy charm to our family's table every July. I am concerned that this year's Veterans Day landscaping effort will involve wholesale removal of the blueberry bushes as the city scurries to show its annual respects.

For twenty years I've watched the city fail to regularly maintain the entirety of Goodwin Park. I am writing the city council advocating for systematic change rather than just a one-time resource allocation. The following are some considerations for a path forward.

Expectations be set as to the minimal maintenance of park infrastructure.

Consider metrics that are regularly monitored and scored. Make metrics transparent, available (online), with opportunity for resident feedback.

Apply adequate resources to meet resident service expectations and raise taxes if needed.

Consider private\sponsored resource use, such as landscaping company, and allowances for advertisement.

Consider seasonal hiring of temporary low wage but high skill labor pools such as UNH or other collegiate botany programs.

Consider seasonal hiring of teenagers and instruct them in basic plant care and weeding.

Thanks to you and city staff for your service to the residents. I apologize if my comments are taken in a negative light by anyone. This letter is truly meant as constructive feedback to build a better way forward.

Keith Wilkinson  
62 Winter Street  
603-781-9882  
[kwilk.works@gmail.com](mailto:kwilk.works@gmail.com)

includeInRecords: on

Engage: Submit

---

Below is the result of your feedback form. It was submitted by Kristin Scott ([Krscott@hubspot.com](mailto:Krscott@hubspot.com)) on Wednesday, August 7, 2019 at 08:42:43

---

address: 16 Isaac Foss Rd

comments: I would like to make my support of the McIntyre Project public. On an economic level, New Hampshire (NH) loses many of its residents due to lack of professional growth and opportunities. Approving this project ensures that the current workforce shortage will be reduced, by potentially keep some of these individuals working and living in the state. The state of NH just approved senate bill 12, which creates an opt-in agreement with employers to provide NH college grads with at least \$1,000 dollars to them personally, or their loan lender, for their first four years of employment. With the goal to incentivize young people to work



in NH. Given that the state is taking such dire measures, why would we not contribute in the effort to minimize the workforce shortage that the state is continuing to bear witness to? Please approve this project to ensure that HubSpot, and other business, can continue to contribute to the New Hampshire economy and provide jobs that allow residents to continue to stay, work and play in NH.

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Jim Splaine ([jimsplaineportsmouth@gmail.com](mailto:jimsplaineportsmouth@gmail.com)) on Wednesday, August 7, 2019 at 13:24:42

---

address: 201 Oriental Gardens

comments: Wednesday, August 7, 2019  
To: Portsmouth City Councilors,

In my morning mail today were a couple of birthday cards -- everyone has one and today is mine -- and a neat, flashy, multi-colored two-sided 9 1/2" by 11" card promoting "The McIntyre Project." It is complete with quotes from two former Mayors and four very pretty imaginary drawings packed-full of lots of goodies.

So much was squished onto the card that it reminded me of the actual plan, which squashes 77 \$3,000/monthly housing units, alleyways, stores and high-density office space with very limited parking into a relatively small spot of land. But like the project itself, the card was cluttered to the edges.

To give credit, the card is a fancy, puffy, fluffy feel-good piece similar to what our visiting candidates have been sending out, and what City Council candidates are likely to mail out for this coming November's election.

The word salad and drawing collage included on the card is a bit amusing to anyone who has seen development projects from initiation to completion. I've been around long enough in my roles in state, county, and local government to see many proposed developments seeking approval, and I know that often, to paraphrase a term from my original computer desktop publishing days, WYSIWYG: What You See Isn't What You Get.

In advertising and the promoting of a development, the trees are always green, the sidewalks always clean, the depictions of the people always show them full of smiles, and a mish-mash of goodies like benches, flowers, shrubbery, and lights are squeezed in to make it look all so wonderful.

Nice try by the developers. Their public relations during the past several months has been expert-level. I assume they think it's worth their investment.

As you consider your votes for your next meeting of Monday, August 12th, I urge you to consider the meaningful words of lifetime resident Deaglan McEachern, titled "There's Time To Create A Better McIntyre Plan." His commentary was published in this past weekend's Seacoast Sunday. I assume that each City Councilor has read it, but if not you can find it at <https://www.seacoastonline.com/news/20190804/theres-time-to-create-better-mcintyre-plan>

I go a bit beyond what Deaglan McEachern has suggested in his commentary. I support a serious all-aboard "revisit" to the entire McIntyre project concept. Since there is NO "deadline" on action for developing the property or determining a vision for the 2.2 acres of McIntire and environs, there IS time to involve more people and ideas and visions into the process, as RevisitMcIntyre has asked. The idea of design charrettes inviting the inventive and creative talent of area architects and visionaries is excellent indeed.

I think the hearing that was held on Wednesday, July 31st offered some valuable new ideas, including those of Bill Binnie, Paul McEachern, and Michael Simchik. The process for exploring best-use of this important piece of our Downtown should be revisited.

This is a piece of our Downtown that will affect, hopefully positively, the lives of those who will in future years call Portsmouth "home" as they move here or grow up here. Let's consider that they deserve the best, well thought-out use of those 2.2 acres in the center of our community. It's there future, not just ours.

I agree with Deaglan McEachern that there "is time" to do this better. There is time to get the McIntyre Project right. Please, do not feel compelled by any developer or by city management to vote on documents or agreements at your August 12th meeting.

I realize that with an election coming up in just a few short weeks, some City Councilors will try to find wiggle room and will call their vote as only a step in the process of acquiring the land, but any vote that sets into motion the process for confirming any part of the proposed Redgate/Kane McIntyre Project will be known for what it is. As a great man said, "One can fool some of the people all of the time, and all of the people some the time, but..."

Thank You - Jim Splaine, Citizen Activist  
201 Oriental Gardens, Portsmouth, N.H. 03801, E-Mail: [jimsplaineportsmouth@gmail.com](mailto:jimsplaineportsmouth@gmail.com)

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Fred Engelbach ([f.engelbach@comcast.net](mailto:f.engelbach@comcast.net)) on Wednesday, August 7, 2019 at 16:31:50

-----  
address: 305 Marcy Street

comments: The architect's objective stated in today's flyer is "to enhance the quality of life, economic vigor, and sense of community". This demonstrates insensitivity to the loss of our Post Office (although it is noted that a Post Office is shown in the picture of the "most extraordinary enhancement to Portsmouth since Market Square"). To us residents, loss of the Post Office is the single, most important reason that planning needs to be revised or needs to start over. Taking all of the "extraordinary enhancements" together, they do not come close to offsetting the loss of the Post Office to the core of Portsmouth's downtown.

includeInRecords: on  
Engage: Submit

---

August 6, 2019

Dear Mayor Blalock and City Councilors

I believe that you have found my commentaries over the years to always be well considered. With that in mind please give careful consideration to my thoughts below. At the end of this letter I propose a solution that I believe is fair and balanced, and I sincerely hope you will choose the option I suggest.

Apparently, in the discussion after the public hearing an analogy was made to the controversy surrounding building the library several years ago. I would remind those who were here and inform those who were not that no one opposed building the new library, and no one thought the design was poor. It's a wonderful library. Our effort was to preserve the historic building that was torn down to make room for it, keep the Children's Museum in Portsmouth seeing that they wanted to move to and restore that historic building, and have a new library all at the same time. At that time the entire north end was empty lots, parking, and derelict buildings, exactly where we see today oversized flat-topped buildings, boring at best with more to come. I say to you that if we could magically pick up that exact library just as it is and transport to any of the sites we proposed at that time, have the Children's Museum back in Portsmouth in a restored Armory, I for one would do it in a flash.

I cannot tell you how discouraging is to find myself along with many others once again feeling strongly about an issue important to the future of our City, and facing once again no more than polite nods. I remember so clearly when Evelyn Sirrell looked at me from your chair in the very same City Council Chamber said "The decision has already been made." Therein lies the parallel between that time and this. The decision was made by a small group of very important people in the back rooms of City Hall and presented to the public fait accompli, only remaining task being to get us to go along, which in that case most did, in this case most don't. Evidence for those assertions:

- the decision was voted on in January 2018 and the public input began in February and lasted until April since which time the mantra has been "public input is closed."
- The applause meter in the room at every discussion of the topic since has been overwhelmingly against

We were told that development in the North End would lower our taxes, but they have nearly doubled in the time since. We were told that the City could not afford to purchase a property for the library, but we have just paid double its value for the land where the new parking garage is built. We were told that the GSA or NPS have given us deadlines to meet and they have not, and no wonder why you don't have our trust when you say the Post Office will return to downtown with no parking allotment.

Mr. Mayor you have said that the most important thing is that we get the property for free. Not so. The important thing is what we do when we get it. A gentleman stood in your support and said he wants a walkable urban downtown. Agreed. Go to Manhattan and visit Bryant Park, Philadelphia and visit Rittenhouse Square, Milan and visit The Piazza, Barcelona and visit the Placa de Real. Those are the places in those cities with vision which make them worth walking in. That is what the public wants here, and what we find lacking in the plan we are presented with.

You have also said that public support for this project is important to you. Mr. Kane has said that as well. All the evidence I have seen is that you do not have it. I have no idea what eight councilors are seeing that indicates otherwise. So I am here once again to make one last, desperate plea for you to do what's right. I am an Aristotelian and I believe in the third way. This is it:

- Make your motions August 12 as you plan,
- But table them until after the election.
- Draft your own resolution for the ballot far simpler than the Revisit resolution that you rejected. Something like
  - Do you approve of the Redgate Kane proposal for the 2.1 acre McIntyre block?
  - Thumbs up – Thumbs down.
- After the election vote on your motions.
  - If the result is overwhelmingly one way or the other vote accordingly.
  - If it is close to evenly split engage the public in a new round of dialog to make improvements to the current proposal to attain full public approval.

If you truly are public servants, that is what you will do. Please do not act precipitously.

If you would like to talk about this, I would welcome the opportunity.

Respectfully

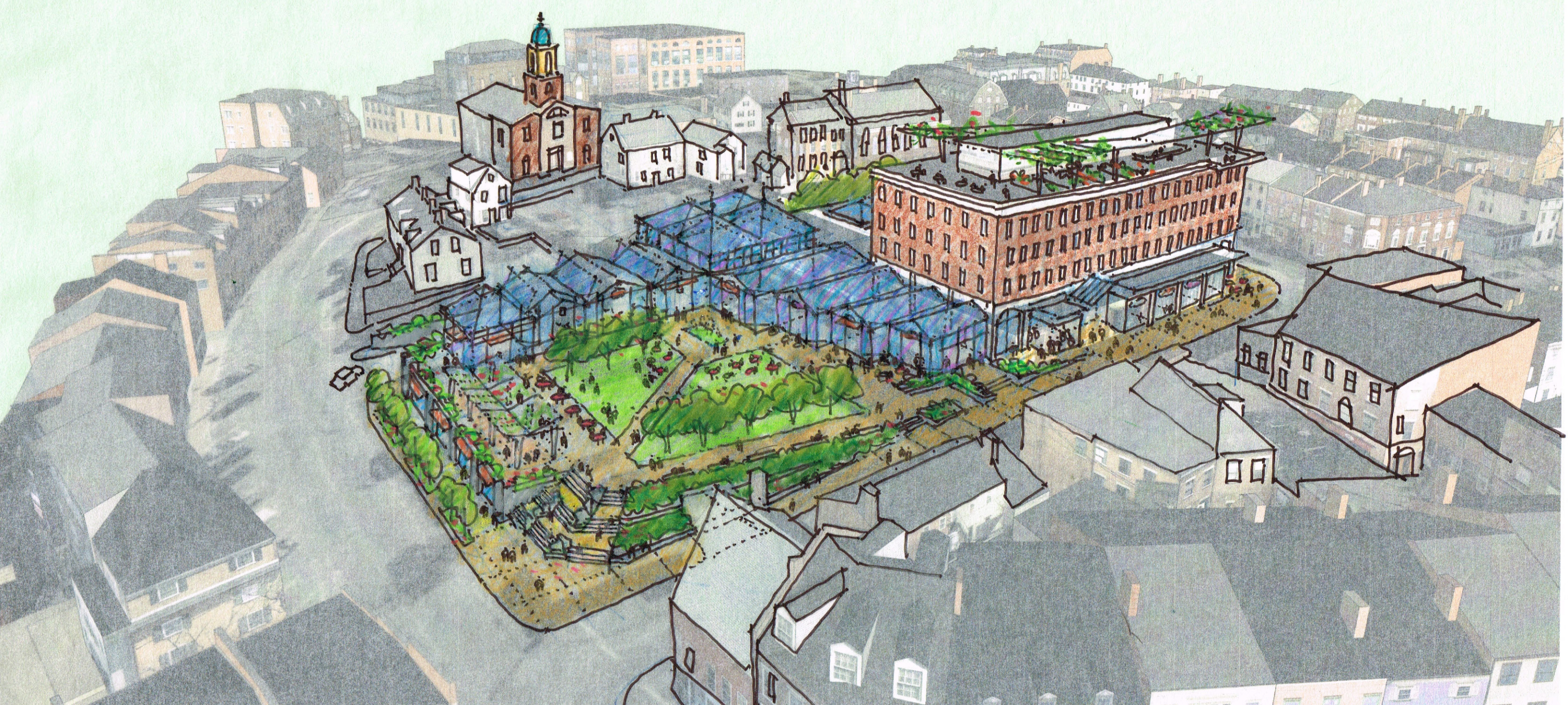
Jeffrey Cooper

A handwritten signature in black ink, appearing to read 'J. Cooper', with a stylized flourish extending to the right.

## **Redevelopment Proposal for the McIntyre Project**



**CARLISLE CAPITAL**



## **Table of Contents**

1. McIntyre Project Description and Overview
2. Comparison of Carlisle Capital and Redgate/Kane Proposals
3. Design Vision and Architectural Overview
4. Financial Plan
5. Economic Impact of Moving the Post Office
6. Green Initiative
7. Carlisle Corporate Development Experience and Public/Private Partnerships
8. Development Team

## **McIntyre Project Description and Overview**



## **Project Description and Overview**

Carlisle Capital is a highly successful award-winning investment company and real estate developer, headquartered in Portsmouth since 1994 in the Old City Hall building on Daniel Street. Our main office is a direct abutter to the McIntyre site. Carlisle owns and manages a real estate portfolio in excess of 2,000,000 square feet from Boston to Concord to Portland. We have the professional capacity and financial capability to easily handle the redevelopment of the McIntyre building and surrounding area.

Our team and company, which is locally owned and managed by the Binnie family, proposes to volunteer to redevelop McIntyre at significantly more attractive economics than would be found in the real estate development marketplace. We will provide all of the capital and the expertise, indemnify the City and build a project that has far greater public use and utility.

We want to move forward with a project that more closely serves our community's interests compared to the current option the City is considering. We will endeavor to redevelop the McIntyre land to have much more public use and public space, increase the financial reward to the City of the Portsmouth, reduce the development risk, reduce the likelihood of litigation, remove any bank financing or out-of-state capital needs, provide more open space in the summer and winter, reduce the environmental footprint, and save the post office and Tom McGuinness's tree in its current location.

We believe that our project will result in a McIntyre redevelopment that is completed years ahead of the development plan the City is currently contemplating due to the likelihood of possible support from the Revisit McIntyre group and City residents and the merits of our project. Carlisle proposes to redevelop the McIntyre site as follows:

1. Build an indoor/outdoor plaza area with the indoor portion made of glass that opens in the summer and closes and is heated in winter. It would encompass a beautiful outdoor plaza next to a series of glass building structures that would be full of light and sun and not compete with the architecture of the McIntyre building. It would include an indoor and outdoor plaza and urban park that is open to the public, open all year and be a new attraction for Portsmouth, dramatically increasing the winter public use and public space options as compared to the Redgate/Kane proposal. It would have some of the feel and texture of a highly urban Bryant Park in New York or Faneuil Hall in Boston. It would be walkable, integrated and have retail and restaurant options and availability.
2. Renovate the McIntyre building to continue its use as an office building, while adding retail and restaurant space on the ground floor.
3. Retain the current post office space and the post office parking.
4. Add approximately 4,000 square feet of retail space on the Bow Street side of the McIntyre site.
5. Build an underground parking facility
6. All retail and restaurant space will be made available first to local businesses and residents.

7. Prevent the future construction of a hotel or luxury condos on the site, resulting in significantly fewer physical large-scale buildings requiring height variances before being constructed.
8. Provide dramatically improved green and urban open space available to the public.
9. Provide community meeting space.

### **Financial Considerations for the City**

Carlisle will dramatically improve the financial consideration to the City of Portsmouth and reduce the financial exposure of the developer “walking away” versus the Redgate/Kane proposal.

1. Carlisle proposes to increase the ground rent 50% versus the Kane-Redgate proposal (with initial ground lease payment of \$150,000 per year).
2. Carlisle will increase the developer deposit by 100% to \$800,000 (as opposed to the \$400,000 proposed by Redgate/Kane).
3. Carlisle will remove the financing contingency and do a “no financing out” proposal for the developer in the event of loss of bank financing. Carlisle will provide all capital to complete the project with existing funds-- NO third-party financing, out-of-state funding or bank funding of any kind will be required. The Redgate/Kane plan is contingent on the developer being able to borrow almost \$40 Million from a bank and a portion of the equity source is from out-of-state sources (and if they lose their financing or are otherwise unsuccessful in raising the capital, they can walk away from the project at no cost or penalty, and have their deposit returned).

### **Other Considerations**

Aside from financial considerations, Carlisle’s redevelopment plan will yield several other tangible and intangible benefits to the City compared to the Redgate/Kane proposal.

1. Litigation risk will be dramatically reduced, as Carlisle will endeavor to provide a “no-litigation” agreement with Revisit McIntyre. Because our project provides this lower risk of litigation due to its much smaller footprint, better economics and better public access, the likelihood of the project getting approval quicker is much higher. There is a high likelihood that the City will not have to maintain the McIntyre building for a period that could easily stretch out to 3-5 years or more if the Redgate/Kane plan is approved and Revisit McIntyre elects to oppose the project. Also, it is highly likely our project will be on the tax rolls much sooner, resulting in millions of dollars of additional taxes paid to the City of Portsmouth.
2. There is a high likelihood that construction under our proposal would commence years ahead of what we’d see if the City moves forward with the Redgate/Kane proposal. Our plan significantly reduces the amount of physical construction on the site, and primarily consists of redeveloping the *existing* structures, rather than building new high-rise condominium big block buildings that will require a significant number of variances due

to their non-conformity with the surrounding buildings in the historic district, etc. Simplifying the site design and retaining more open, public space will greatly reduce the time needed for planning and permitting.

3. Rather than add more large-scale box buildings, our proposal would take advantage of this rare opportunity to beautify what is currently a concrete parking lot and turn it into a true resource for the community, serving as a year-round gathering space for both our residents and our many visitors, and strengthening the sense of economic vibrancy in the heart of our city.
4. Our redevelopment plan includes renovating the McIntyre site to include state-of-the-art, eco-friendly glass buildings which would be more self-sustaining and have a smaller physical footprint and carbon footprint than what Redgate/Kane is proposing. The new structures would be open in the summer.
5. Because we are guaranteeing our financing, our proposal will address and remove one of the biggest risks that is in the Kane proposal—financing. We will reduce the City’s exposure to an economic shock like a recession or a banking crisis or lending issue during the multiyear development cycle. Due to our strong financial position and the fact that we are not using outside banks to finance the project, there will be significantly less exposure to the risk of banking failures, credit changes or economic recession events, dramatically reducing the likelihood of a walk-away by a developer.
6. We will commit *overwhelmingly* to keep the post office and its related parking. We will leave the space built out as a Post Office for up to 5 years and commit to not using the space. This is a unique effort to retain the post office by a developer. Our proposal will help the City avoid the many negative economic and environmental consequences that will arise as a result of moving the post office.
7. Carlisle Capital can complete the project easily. We are much more experienced in the kind of “older building” renovation than the Redgate/Kane development team, having completed 300,000 square feet of older building renovation and historic building redevelopment in the last 36 months. We are financially stronger than the Redgate/Kane development team, we have significantly more experience with government buildings and leases, we are a recent recipient of the New Hampshire Historic Preservation Award and other prestigious awards for major projects in Concord and Manchester, and have a proven track record of successful collaboration with New Hampshire towns and cities in these exact kinds of projects.

## **Comparison of Carlisle Capital and Redgate/Kane Proposals**

Redgate/KaneCarlisle Capital

<b>Key Differences in Financial Plan</b>		
<b>Ground Lease</b>	\$100,000 annually	\$150,000 annually
<b>Developer Deposit</b>	\$400,000	\$800,000 non-refundable
<b>Financing Contingency</b>	Yes	No
<b>Financing Risk</b>	Yes. Dependent on Wall Street risks.	None
<b>Key Qualitative Differences</b>		
<b>Post Office</b>	No guarantee, 1500 displaced post office users	Space would be reserved for up to 5 years--and longer if necessary
<b>Parking</b>	No public spaces	100+ public spaces
<b>Public Access</b>	Limited to walkways and retail areas	Most of 2.1 acres + public parking
<b>Variiances Needed</b>	Numerous	Fewer than Redgate/Kane
<b>Luxury Condo Rentals</b>	Yes, \$2900 per month	None
<b>Hotel in Future</b>	Possible	No
<b>Community Space</b>	3,300 square feet	50,000 square feet of lot + parking, plus other committed space
<b>Litigation Exposure/Organized Opposition</b>	Highly likely	Limited. Agreement with Revisit McIntyre not to litigate.

## **Design Vision and Architectural Overview**

## **The McIntyre Building**

The McIntyre Building will be renovated and restored into a current state-of-the-art office building representing approximately 40,000 +/- square feet of usable office space on the 2-4 floors. The building will be renovated to the highest standard office use. The ground floor of the McIntyre space will be reserved for the post office, restaurants, shops and other retail uses.

The brick exterior of the building will be carefully cleaned and the cornice detail renovated and repaired as necessary.

The Post office and parking lot will be maintained and kept in tip-top condition awaiting the return of the Post Office.

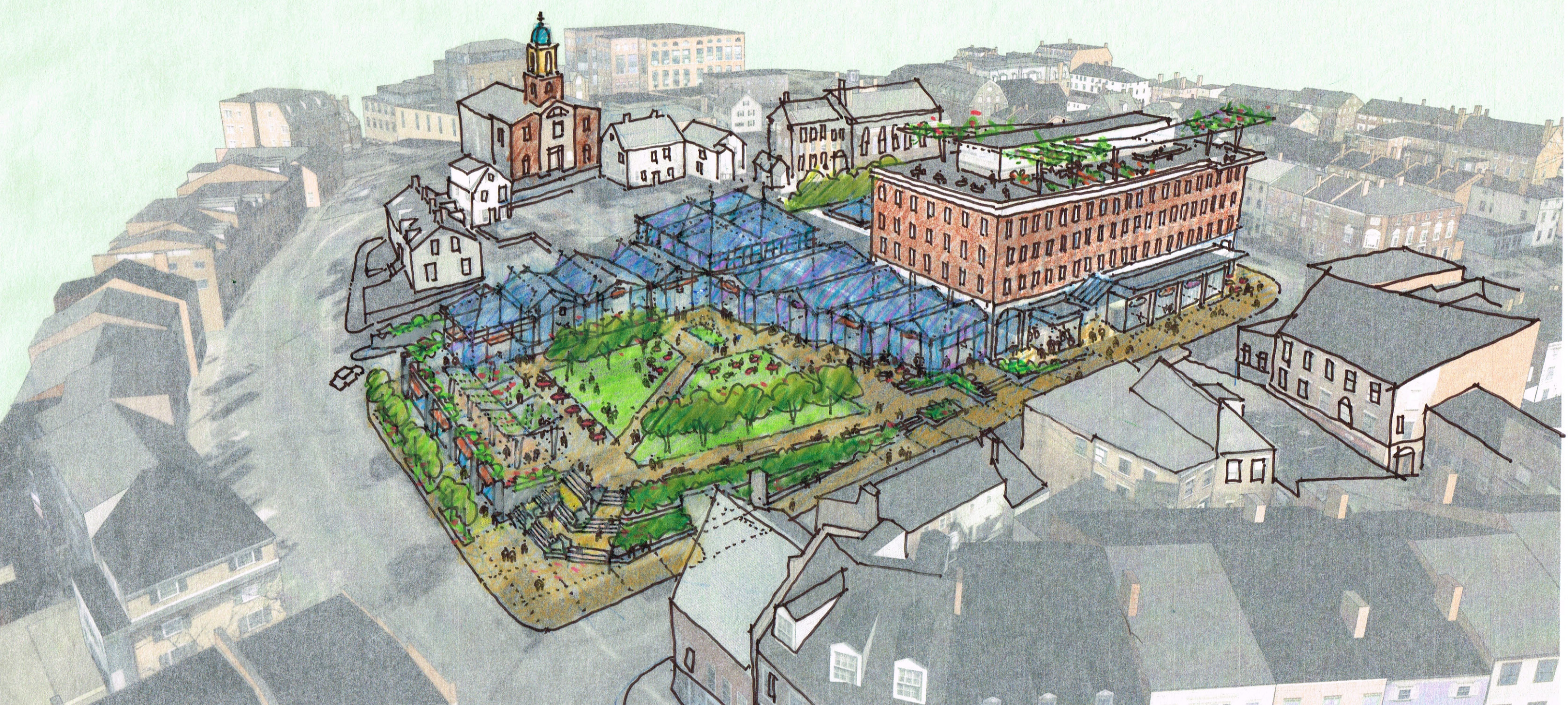
## **The Plaza**

The objective of the Plaza design is to build a public plaza/urban park with outside space and interior space covered by glass attached to the back of McIntyre building. This plaza will be approximately 50,000 +/- sq. feet and is designed and built so as to not compete with the McIntyre building's architecture. Approximately 30,000 square feet of space will be exterior space and the balance, some 20,000 square feet of space, will be interior space.

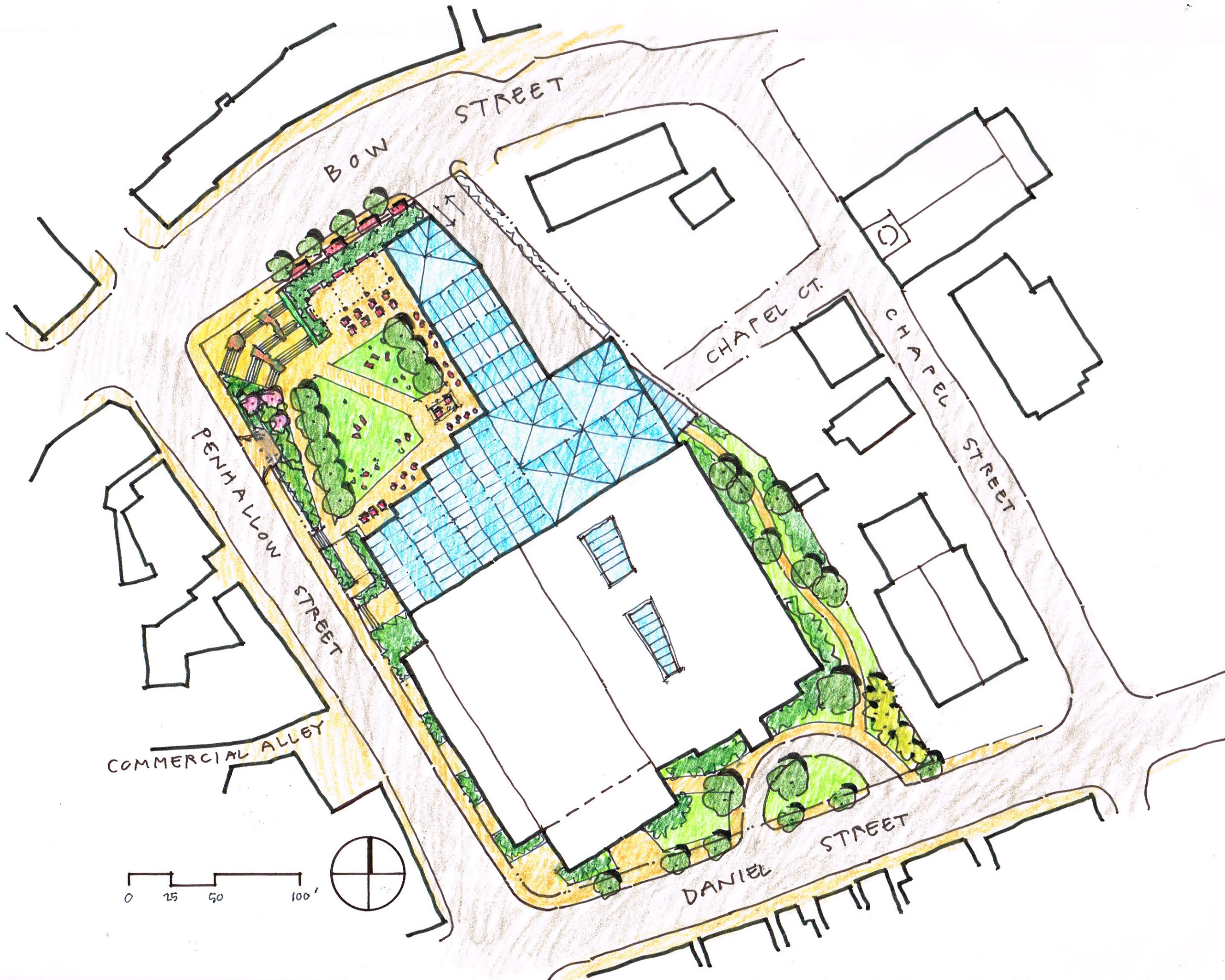
The interior space, almost 20,000 +/- square feet, will be made of glass and will be open to the elements in the summer and heated in the winter. The goal of the glass structure will be to let in sun and bring the outside into the space. It will not compete with the design of McIntyre and will be intentionally light and almost delicate in comparison to the McIntyre. It will be designed to be a complement to the building and not feel like an addition to the building. The height will not exceed 20 feet over the height of the plaza.

The use of the interior plaza space will be both for the general public and for specific restaurants and retail establishments. This glass format and interior space is found regularly in major cities and resort towns including Boston's Faneuil Hall, Vail's Town Center and Montreal's Mall in City Center/downtown.

The exterior of the plaza will be for the public. It will have tables and chairs like Portsmouth's Market Square as well as benches and other public seating amenities. It may have kiosks in summer but the whole of the area will be designed to be open and inclusive to the public and a place to eat one's lunch, sit or meet people—it may be the site of an art fair or public farmers market. At almost three-quarters of an acre it will be the one of the largest gathering spot in the downtown area in the City. We believe and predict that the "steps" up to the Plaza from the corner of Penhallow and Bow Street across from Tugboat Alley will most certainly become an instant meeting place and spot to gather and meet in Portsmouth.







BOW STREET

BOW STREET

CHAPEL CT.

CHAPEL STREET

PENHALLOW STREET

COMMERCIAL ALLEY

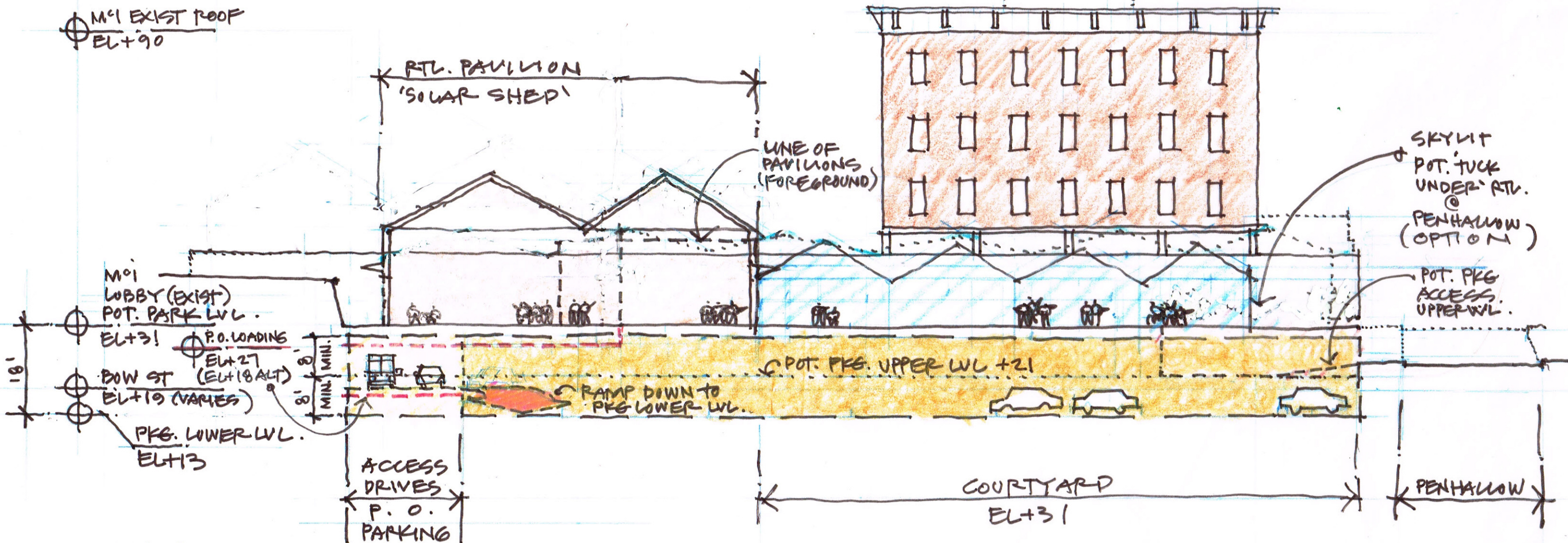
DANIEL STREET

0 25 50 100'



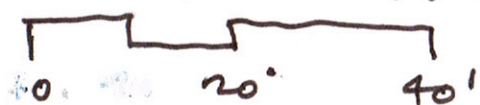
MCI EXIST P.H  
EL +105.5

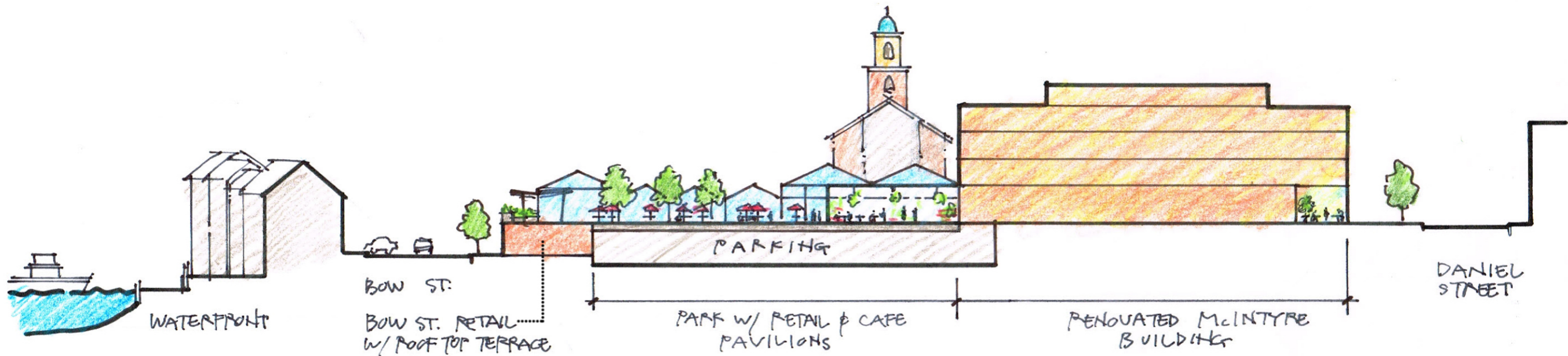
MCI EXIST ROOF  
EL +90



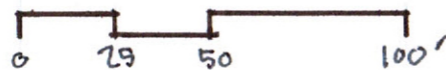
MCINTYRE GSA BLOCK

SECTION STUDY 2019.08.05





CONCEPTUAL SITE SECTION



## **Related Pictures**



Christchurch  
Botanic Gardens  
Visitor Centre













## **Financial Plan**

## Project Uses

### *McIntyre Building*

<b>Location</b>	<b>Rentable Square Feet</b>
Upper Floor (Office)	40,400
Ground Floor (Commercial)	12,500
Ground Floor (Post Office-estimate)	7,000
<b>Rentable Square Feet</b>	<b>59,900</b>

### *New Spaces*

<b>Location</b>	<b>Rentable Square Feet</b>
Solarium Market (Commercial)	12,500
Bow Street Expansion (Commercial)	4,000
<b>Rentable Square Feet</b>	<b>16,500</b>

Parking Garage (conservative case)	100 spaces
------------------------------------	------------

## Pro Forma Stabilized Income

<b>Tenant Type</b>	<b>Rentable Square Feet</b>	<b>Per-Square-Foot Average Rent</b>	<b>Annual Income</b>
Office (NNN)	40,400	\$32.00	\$1,292,800
Commercial (NNN)	25,000	\$25.00	\$625,000
Commercial (NNN) Expense	4,000	\$35.00	\$140,000
Reimbursements	69,400	\$12.00	\$832,800
Post Office (Gross)	7,000	\$22.50	\$157,500
Parking Garage (Gross)	100 spaces	/	\$300,000
		<b>Gross Potential Income</b>	<b>\$3,348,100</b>
		<i>Less Vacancy Allowance (5%)</i>	<i>(\$167,405)</i>
		<b>Adjusted Gross Income</b>	<b>\$3,180,695</b>
		<i>Less Operating Expenses</i>	<i>(\$916,800)</i>
		<i>Less Capital Expense Reserves</i>	<i>(\$25,000)</i>
		<b>Net Operating Income</b>	<b>\$2,238,895</b>

## 10 Year Pro Forma Stabilized Income

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross Potential Income	\$3,348,100	\$3,415,062	\$3,483,363	\$3,553,031	\$3,624,091	\$3,696,573	\$3,770,504	\$3,845,914	\$3,922,833	\$4,001,289
<i>less vacancy allowance</i>	<i>(\$167,405)</i>	<i>(\$170,753)</i>	<i>(\$174,168)</i>	<i>(\$177,652)</i>	<i>(\$181,205)</i>	<i>(\$184,829)</i>	<i>(\$188,525)</i>	<i>(\$192,296)</i>	<i>(\$196,142)</i>	<i>(\$200,064)</i>
Adjusted Gross Income	\$3,180,695	\$3,244,309	\$3,309,195	\$3,375,379	\$3,442,887	\$3,511,744	\$3,581,979	\$3,653,619	\$3,726,691	\$3,801,225
<i>less Operating Expenses</i>	<i>(\$916,800)</i>	<i>(\$935,136)</i>	<i>(\$953,839)</i>	<i>(\$972,915)</i>	<i>(\$992,374)</i>	<i>(\$1,012,221)</i>	<i>(\$1,032,466)</i>	<i>(\$1,053,115)</i>	<i>(\$1,074,177)</i>	<i>(\$1,095,661)</i>
<i>less Capital Expense Reserve</i>	<i>(\$25,000)</i>	<i>(\$25,000)</i>	<i>(\$25,000)</i>	<i>(\$25,000)</i>	<i>(\$25,000)</i>	<i>(\$75,000)</i>	<i>(\$75,000)</i>	<i>(\$75,000)</i>	<i>(\$75,000)</i>	<i>(\$75,000)</i>
<b>Net Operating Income</b>	<b>\$2,238,895</b>	<b>\$2,284,173</b>	<b>\$2,330,356</b>	<b>\$2,377,463</b>	<b>\$2,425,513</b>	<b>\$2,424,523</b>	<b>\$2,474,513</b>	<b>\$2,525,504</b>	<b>\$2,577,514</b>	<b>\$2,630,564</b>

	Total Budget	New Construction	McIntyre Building
<b>Total Legal</b>	\$272,300.00	\$172,802.00	\$99,498.00
<b>Design</b>			
Appraisal	\$7,780.00	\$4,937.00	\$2,843.00
Survey	\$15,560.00	\$9,874.00	\$5,686.00
Architectural - Design	\$661,300.00	\$419,663.00	\$241,637.00
Architectural - Project Supervision	\$150,100.00	\$22,175.00	\$127,925.00
Architectural - Misc.	\$62,240.00	\$39,498.00	\$22,742.00
Landscape Architecture	\$108,920.00	\$69,121.00	\$39,799.00
Civil Engineering	\$77,800.00	\$49,372.00	\$28,428.00
Environmental Eng.	\$124,480.00	\$78,995.00	\$45,485.00
Geotech Engineering	\$41,770.00	\$39,498.00	\$2,272.00
Traffic Study	\$15,560.00	\$9,874.00	\$5,686.00
Materials Testing	\$31,120.00	\$19,749.00	\$11,371.00
Building Envelope Consult	\$50,570.00	\$32,092.00	\$18,478.00
Interior Design	\$46,680.00	\$29,623.00	\$17,057.00
Construction Inspections	\$15,560.00	\$9,874.00	\$5,686.00
Abatement	\$7,780.00	\$4,937.00	\$2,843.00
Acoustical Consult	\$7,779.00	\$4,937.00	\$2,842.00
Lighting Study	\$7,779.00	\$4,937.00	\$2,842.00
Subtotal Design	\$1,432,778.00	\$849,156.00	\$583,622.00
<b>Marketing Costs</b>			
Advertising	\$93,360.00	\$59,247.00	\$34,113.00
F F & E	\$155,600.00	\$98,744.00	\$56,856.00
Public Relations	\$54,460.00	\$34,560.00	\$19,900.00
Commercial Brokerage Fees	\$70,020.00	\$44,435.00	\$25,585.00
Subtotal Marketing	\$373,440.00	\$236,986.00	\$136,454.00
<b>Permits Fees</b>			
Building Permit Fee	\$272,300.00	\$172,802.00	\$99,498.00
Utility Connection	\$155,600.00	\$98,744.00	\$56,856.00
Filing Fees - est.	\$15,560.00	\$9,874.00	\$5,686.00
Subtotal Permits Fees	\$443,460.00	\$281,420.00	\$162,040.00
Soft Cost Sub Total	\$2,521,978.00	\$1,540,364.00	\$981,614.00
<b>Hard Costs</b>			
Hard Costs Contractor - Building	\$21,516,825.00	\$13,770,233.00	\$7,746,592.00
Hard Costs Contractor (Public Realm)	\$4,473,500.00	\$2,838,898.00	\$1,634,602.00
Hard Costs others	\$155,600.00	\$98,744.00	\$56,856.00
Hard Cost - inflation factor	\$778,000.00	\$493,721.00	\$284,279.00
Hard Costs - TI	\$3,501,000.00	\$2,221,746.00	\$1,279,254.00
Hard Costs contingency	\$1,283,700.00	\$814,640.00	\$469,060.00
Glass	\$2,291,211.00	\$2,291,211.00	
Landscaping	\$1,628,675.00	\$917,978.00	\$710,697.00
Builders Risk Policy	\$171,160.00	\$108,619.00	\$62,541.00
Owner GL policy	\$46,680.00	\$29,623.00	\$17,057.00
Subcontractor bond	\$311,200.00	\$197,489.00	\$113,711.00
Total Hard Costs	\$36,157,551.00	\$23,782,902.00	\$12,374,649.00
<b>Total Project Cost</b>	<b>\$38,679,529.00</b>	<b>\$25,323,266.00</b>	<b>\$13,356,263.00</b>

## Construction Budget

	McIntyre Buildng	New Construction
General Requirements	\$197,890.00	\$407,241.00
Demo	\$425,000.00	\$450,250.00
Hazard Materials	\$2,000,000.00	
Sitework		\$5,030,050.00
Fencing		\$95,000.00
Landscape	\$710,697.00	\$1,234,303.00
CF cement		\$5,041,312.00
Masonry & Restoration	\$558,000.00	
Structural Steel	\$425,000.00	\$3,250,000.00
Rough Carpentry	\$325,000.00	
Finish Carpentry	\$225,000.00	\$379,050.00
Waterproofing	\$55,000.00	\$75,035.00
Insulation	\$78,000.00	
Roofing		
Siding		
Fireproofing		\$150,750.00
Joints & Sealants	\$88,000.00	
Doors & Hardware	\$350,400.00	\$93,550.00
Overhead Doors		
Entrances, Storefronts	\$880,000.00	\$450,050.00
Windows	\$400,000.00	
Accoustial tile	\$315,000.00	
flooring	\$625,000.00	\$980,000.00
Painting	\$250,650.00	\$110,750.00
Specialties		
Parking Equipment		\$650,800.00
Fixtures	\$35,505.00	\$950,500.00
Elevators	\$1,100,000.00	\$540,000.00
Fire Protection	\$450,506.00	\$223,000.00
Plumbing	\$600,000.00	\$400,250.00
HVAC	\$1,080,000.00	\$659,800.00
Electrical	\$1,200,000.00	\$320,000.00
Glass		\$2,291,211.00
<b>Total</b>	<b>\$12,374,648.00</b>	<b>\$23,782,902.00</b>



## **Economic Impact of Moving the Post Office**

## **Economic Impact of Moving the Post Office**

The Carlisle Plan is committed to keeping the post office and the parking space available and unused in an effort to maximize the likelihood and ease for the post office to return--it will not rent the post office space for a period of up to 5 years after completion of the planning and construction period. One of the greatest impacts the Redgate/Kane proposal will have on the citizens of Portsmouth will come from the moving of the post office. With almost 2,000 post office boxes and hundreds of other Users of the post office on a weekly basis, the impact of the post office moving to Heritage Avenue is a huge hidden cost to the McIntyre project.

The proposed new location for the post office on Heritage Avenue is 4.3 miles away. The cost of this relocation will be significant to downtown Portsmouth citizens. Just focusing on the post office box owners that will be required to travel approximately 8.5 miles each day round trip to retrieve their mail, the relocation will involve an additional *3 million miles* of travel per year, 150,000 gallons of gas used and a fuel & transport bill of over \$500,000 per year, just so the citizens of Portsmouth can collect their mail on Heritage Avenue versus simply walking to the current location. To sum up:

The estimated Loss of the move of the Post Office could be as high as:

1. 3 million miles per year of driving for Portsmouth citizens
2. 150,000 gallons of fuel used
3. \$500,000 of travel costs and fuel costs per year to be borne by Portsmouth residents

We believe that these assumptions are conservative, as they do not include the impact on non-post office box owners, local business owners or holiday season usage. Perhaps just as importantly, these costs say nothing of the additional environmental impact from all the additional travel, as well as secondary impacts (economic and otherwise) of increased congestion on city streets and Route 1/Lafayette Road.

Lastly, another consideration is the people in town who don't drive or own a car and currently walk to the post office. Many of these people are elderly and can't drive (including my mother). The loss of the post office to the elderly is yet another concern that shouldn't be overlooked, as it will be gravely missed and a real loss in the texture and routine of their lives.

## **Green Initiative**

## **Green Initiative**

We believe that the McIntyre project should enhance our city from an environmental point of view. Carlisle seeks to renovate the McIntyre with the latest methods in sustainability and urban planning. The McIntyre proposal utilizes planning and design-studied techniques including transit-oriented-development (TOD), pedestrian linkages, and sustainable design strategies including flood protection, resiliency and the integration of storm water management systems. The goal will be to reintegrate the site with its surroundings by utilizing open space networks and established areas.

The building's current antiquated systems will be upgraded for maximized efficiency and greener living. The building's systems date are antiquated and obsolete, and new HVAC, lighting and plumbing systems will reduce energy and water usage. In addition to the systems upgrades, the planned landscaping around the building will both ascetically improve the site, and also reduce the ambient temperature of the surrounding hardscapes. Additional green space will help reduce air pollution, conserve water and increase plant diversity in the downtown. The new parking facilities will have EV Charging ports, increasing the number of EV Charging Stations available in Portsmouth to 4. This will be the only charge port in the east side of the city, an area of thousands of people. There also be an area for bike storage.

We are also looking to retain the post office. Currently 1500-2000 local residents access the post-office by foot. Should the post office move to its proposed Heritage Ave. location, the post office will be outside pedestrian distance. All impacted residents will have to then drive an additional 8 miles, which totals to over 3 million miles per year of additional driving and fossil fuel emissions. Retaining the post office is estimated to save over 800 metric tons of CO<sub>2</sub> per year.

As a part of this initiative, Carlisle has engaged Gary Anderson, an LEED for Building Design and Construction (LEED BD+C). Gary's award-winning body of work includes numerous projects of enhancing stabilizing design. Some of his past projects include the MaLuan Bay development in China, which restored an area suffering from deteriorating water quality due to watershed storm water issues and poor conditions of an existing aqua-culture industry. The award-winning plan integrated an extensive natural stormwater filtration system with the development by connected open space and recreation areas to create a dynamic and water-focused lifestyle center. Other projects include keystone projects around the world and numerous LEED buildings.

The Carlisle Proposal for the McIntyre building seeks to improve the lives of Portsmouth residents by improving connectivity and minimizing building impact on our citizens and environment.

**Corporate Development Experience and  
Public/Private Partnerships**



Carlisle Capital is a successful award-winning New Hampshire developer, and has been a successful investment company since 1984. Carlisle owns and manages a real estate portfolio in excess of 2,000,000 square feet of space from Boston to Concord to Portland. Carlisle works with some of the biggest and most dynamic companies in the country including Amazon, Tesla, major banks and high-tech firms. Carlisle also built and developed the Carlisle Industrial Park on Heritage Avenue in Portsmouth. In addition, Carlisle has developed an expertise in renovating older buildings and has renovated over 300,000 square feet of space of older buildings in New Hampshire in the last 3 years.

Carlisle's highlighted projects of Older buildings include:

**The Walker School:** Concord, NH. Winner of New Hampshire Preservation award in 2015. Site of the New Hampshire ratification of the U.S. Constitution, and now a state-of-the-art media center.

**The Laconia Police Station:** Laconia, NH. At the invitation of the Laconia City Council in 2013, redeveloped an abandoned city building.

**875 Elm Street:** Manchester, NH. Awarded a major award in 2016 from the Manchester Historic Association. The 220,000 square foot, 11-story building was built in 1915 as the first skyscraper in New Hampshire. Carlisle successfully redeveloped this empty major high-rise building in downtown Manchester on Elm Street and brought back to life one of the most iconic buildings in the city.

**Old City Hall:** Portsmouth, NH. The 1858 building has served as Carlisle Capital Corporation's headquarters for over 20 years.

**150 Dow Street:** Manchester, NH. A 600,000 square foot redevelopment of a large 1800's historic mill in Manchester's dynamic Millyard business district.

**One Union Street:** Boston, MA. A successful preservation of an 1840's building adjacent to Faneuil Hall at the beginning of the Freedom Trail. This is one of the most sensitive areas in the City directly across from City Hall, various important landmarks and Faneuil Hall.

Carlisle has a long track record of successful developments involving billions of dollars of transactions. We have a long track record of ownership and partnership with communities with a unique commitment to preservation of some of the most historic buildings in New England.

## **Development Team**



## **Development Entity & Property Manager - Carlisle Capital**

Carlisle is a multi-award-winning developer of historic properties and new developments in and around New England. In 1996, Carlisle was the lead developer and investor in the 150-acre Wentworth by the Sea Country Club. In 1998, the historic Old City Hall in Portsmouth, NH was converted into Carlisle's headquarters. In 2005, Carlisle developed what was at that time one of the larger industrial parks in Portsmouth on Heritage Avenue. In Laconia at the invitation of the Town Council, Carlisle was given the former police station and converted it into a state-of-the-art media center. The conversion of the historic Walker School into television and radio studios in Concord, NH won the 2015 New Hampshire Preservation Achievement Award. In 2016, Carlisle Capital won a major award from the Manchester Historic Association for the 875 Elm Street Apartment development. The 220,000 square foot renovation of 875 Elm converted a large vacant office building in the heart of Manchester into residential apartments and retail. In 2017, Carlisle Capital invested in the redevelopment of 600,000 square feet of historic mill space in Manchester converting it into Class A office space, this mill building is anchored by a 100,000 square foot lease to the Oracle Corporation.

Carlisle's diverse tenant base ranges from family businesses to Fortune 100 companies to residential apartments. The portfolio includes a significant number of blue chip tenants such as TD Bank, Citizens Bank, Oracle Corporation, Tesla, Inc., Charles River Laboratories and Aramark, Inc. Carlisle owns and manages a broad range of assets including Class A office space, retail, multifamily, hospitality, industrial, laboratory and flex space.

Carlisle has a long track record of successful development, ownership and partnership with tenants and communities in some of the most historic buildings in New Hampshire.



## **Bill Binnie**

PRESIDENT

Bill is the founder and President of Carlisle Capital for 30+ years and was instrumental in moving their headquarters to Portsmouth many years ago. Bill has lived on the Seacoast for over 25 years and raised his family here. Bill has two Harvard degrees; one from Harvard College and an MBA from Harvard Business School. He has been a large public company CEO and has done billions of dollars of transactions and managed dozens of major projects in his career.

In addition to being President of Carlisle, Bill is currently Lead Director of Easterly Government Properties Inc (NYSE: DEA), which focuses on the development, management, and ownership of U.S. Federal Government mission-critical buildings. Since Bill's involvement as Lead director of this highly successful public real estate company, Easterly has developed and acquired 4 million square feet worth billions of dollars for mission critical US government projects many of which are GSA-leased space. These mission critical buildings include DEA labs, FBI buildings and Veterans Affairs hospitals.

Bill has been a successful builder of millions of square feet of real estate in his career in over a dozen countries worth billions of dollars.

# Ai+Architecture

## **Architect - Ai+Architecture**

With over 50 years of combined experience, Ai+Architecture offers a personal approach to complex planning and design challenges. With domestic and international experience across a wide range of mixed-use projects for private, public and institutional clients, Ai+Architecture collaborates with multi-disciplinary teams to provide planning, urban design, interior design and landscape architectural and architectural design services.

### **Gary T. Anderson AIA, NCARB, LEED AP BD+C**

PRESIDENT

Gary has extensive architectural and urban design experience both on domestic and international assignments. He has programmed, planned and designed landscape-integrated institutional, residential, recreation facilities and projects in China, Japan, South Korea, Greece, Spain, Germany, Egypt, the United Kingdom and the United States.



## **Civil Engineer - Granite Engineering**

Granite Engineering, LLC, provides complete civil engineering design, land planning, and municipal services with nearly 30 years of land development experience across the state. Past industry experience includes commercial, industrial, and residential site plans, subdivisions, roadway design, and the associated local, state, and federal permitting. Projects include several large condominium developments, apartment complexes, conventional and open space subdivisions with thousands of feet of roadway design, and large commercial and industrial buildings.

### **Jeffrey Merritt**

PRINCIPAL ENGINEER

For nearly 20 years, Jeff has worked in New Hampshire where he has primarily served as a Senior Project Manager for a local civil engineering firm designing and permitting a variety of land development projects throughout the State. Jeff has significant practice presenting in front of Planning Boards, Zoning Board of Adjustments, and Conservation Commission public hearings.



## **General Contractor - Northpoint Construction**

Northpoint Construction has over twenty years of building experience in New England based out of Hudson, NH. Northpoint constructs hundreds of thousands of square feet per year both of ground up construction and interior renovation. In 2018, Northpoint was named one of New Hampshire's fastest growing companies by NH Business Magazine. Northpoint has completed projects across multiple industries including religious, retail, commercial office, technical industrial, lab and healthcare, municipal, and residential.

### **Gary Thomas**

PRESIDENT

Gary has worked in the commercial construction industry since 1980. He has extensive experience in commercial interior fit-up projects, building renovations, and ground-up construction projects. Prior to forming NorthPoint, Gary served as Director of Design and Construction for TeamCon Construction Management Corp., and Wall-Tech Systems, Inc. In addition he has also worked as Construction Administrator and Project Manager for architectural firms in Boston, MA and Portsmouth, NH. Gary holds a degree in Civil Engineering and graduated from the Boston Architectural Center.

# COLLIANDER & BROWN, P.A.

## Legal Counsel – Colliander & Brown, P.A.

With more than 70 years of combined experience, attorneys John Corriander and Dave Brown are experienced Portsmouth-based lawyers with a track record of success. Corriander & Bown, P.A. has a range of practices, including business and commercial, litigation, and real estate.

### **David Brown**

PARTNER

David focuses on corporate law, real estate law, zoning, planning and land use. David is a member of the Rockingham County and New Hampshire Bar associations.



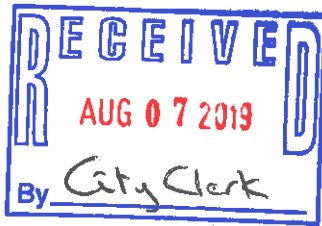
## **Legal Counsel – Hinckley Allen**

Recognized as an Am Law 200 firm, Hinckley Allen has been a vital, relevant force in businesses, government, and our communities since 1906.

### **Daniel Deschenes**

#### **PARTNER**

Dan's practice is focused on civil litigation with an emphasis on construction matters. He advises owners, contractors, and developers in various phases of the construction process, including negotiation and arbitration of contract disputes and contract development. Dan has successfully litigated cases for construction and commercial clients in state and federal court, as well as before numerous administrative agencies. Dan also regularly handles litigation cases involving real estate and land use matters.



Wednesday, August 7, 2019

To: Portsmouth City Councilors,

In my morning mail today were a couple of birthday cards -- everyone has one and today is mine -- and a neat, flashy, multi-colored two-sided 9 1/2" by 11" card promoting "The McIntyre Project." Complete with quotes from two former Mayors and four very pretty imaginary drawings packed-full of lots of goodies. So much was squished onto the card that it reminded me of the actual plan, which squashes 77 \$3,000/monthly housing units, alleyways, stores and high-density office space and limited parking into a relatively small spot of land. Like the project, the card was cluttered to the edges.

To give credit, the card is a fancy, puffy, fluffy feel-good piece similar to what our visiting candidates have been sending out, and what City Council candidates are likely to mail out for this coming November's election.

The word salad and drawing collage included on the card is a bit amusing to anyone who has seen development projects from initiation to completion. I've been around long enough in my roles in state, county, and local government to see many proposed developments seeking approval, and I know that often, to use an old desktop publishing term, WYSIWYG: What You See Isn't What You Get.

In advertising and the promoting of a development, the trees are always green, the sidewalks always clean, the depictions of the people always show them full of smiles, and a mish-mash of goodies like benches, flowers, and lights are squeezed in to make it look all so wonderful.

Nice try by the developers. Their public relations during the past several months has been expert-level. I assume they think it's worth their investment.

As you consider your votes for your next meeting of Monday, August 12th, I urge you to consider the meaningful words of lifetime resident Deaglan McEachern, titled "**There's Time To Create A Better McIntyre Plan.**" His commentary was published in this past weekend's Seacoast Sunday. I assume that each City Councilor has read it, but if not you can find it at <https://www.seacoastonline.com/news/20190804/theres-time-to-create-better-mcintyre-plan>

I go a bit beyond what Deaglan McEachern has suggested in his commentary. I support a serious all-aboard "revisit" to the entire McIntyre project concept. Since there is NO "deadline" on action for developing the property or determining a vision for the 2.2 acres of McIntire and environs, there IS time to involve more people and ideas and visions into the process, as RevisitMcIntyre has asked. The idea of design charrettes inviting the inventive and creative talent of area architects and visionaries is excellent indeed.

I think the hearing that was held on Wednesday, July 31st offered some valuable new ideas, including those of Bill Binnie and Michael Simchik. The process for exploring best-use of this important piece of our Downtown should be revisited.

This is a piece of our Downtown that will affect, hopefully positively, the lives of those who will in future years call Portsmouth "home" as they move here or grow up here. Let's consider that they deserve the best, well thought-out use of those 2.2 acres in the center of our community. It's there future, not just ours.

I agree with Deagan McEachern that there "is time" to do this better. There is time to get the McIntyre Project right. Please, do not feel compelled by any developer or by city management to vote on documents or agreements at your August 12th meeting.

I realize that with an election coming up in just a few short weeks, some City Councilors will try to find wiggle room and will call their vote as only a step in the process of acquiring the land, but any vote that sets into motion the process for confirming any part of the proposed Redgate/Kane McIntyre Project will be known for what it is. As a great man said, *"One can fool some of the people all of the time, and all of the people some the time, but..."*

  
Thank You - Jim Splaine, Citizen Activist



201 Oriental Gardens, Portsmouth, N.H. 03801, E-Mail: [jimsplaineportsmouth@gmail.com](mailto:jimsplaineportsmouth@gmail.com)



**CITY OF PORTSMOUTH  
LEGAL DEPARTMENT  
MEMORANDUM**

DATE: August 7, 2019

TO: JOHN P. BOHENKO, CITY MANAGER

FROM: SUZANNE M. WOODLAND, DEPUTY CITY ATTORNEY   
TERRY DESMARAIS, CITY ENGINEER 

RE: SEWER CONNECTIONS

---

This memorandum responds to the communication distributed by Jim Hewitt to the City Council on July 24, 2019 regarding sewer connections. In summary, the Department of Public Works has, for over 25 years, granted waivers from the statutory obligations to connect to City sewers in appropriate circumstances. These waivers have avoided burdensome costs on residential property owners whose homes have adequately functioning septic systems, posing no or low environmental risk.

By way of example, in the last fifteen years, the City has extended the sewer system to the residential areas of: Brackett Road (gravity line), Oxford Avenue (gravity line) and Pleasant Point (low pressure line). Most property owners have since tied into the public system. Part of that tie in process was facilitated by the City with low and no interest loans (there have been no defaults).

When the Sewer Division extends sewer service to a new area, the properties that benefit from that sewer extension are required to pay their proportional share for the sewer extension. In its simplest application, the total cost of the project is divided by the number of properties to be served. In order to tie into low pressure systems, such as the one installed in the Pleasant Point neighborhood, home owners are required to purchase and maintain a pump system to move their wastewater from their home into the public main.

Most recently, as part of the reconstruction of Islington Street from the Plains Ballfield to Essex Avenue in 2018, the City laid new sewer pipe while the road was being reconstructed in the expectation that the public line would be needed as private septic systems age and need to be replaced. Forcing residents to tie in before the investment in their existing functioning septic system is exhausted appears unnecessary. Failing to install a new public sewer line in anticipation of future need during reconstruction of a major roadway would have been very poor planning on the City's party.

The expansion of public sewer service in the Sagamore Creek area as required by the City's Peirce Island Consent Decree will include the areas on the attached map. The

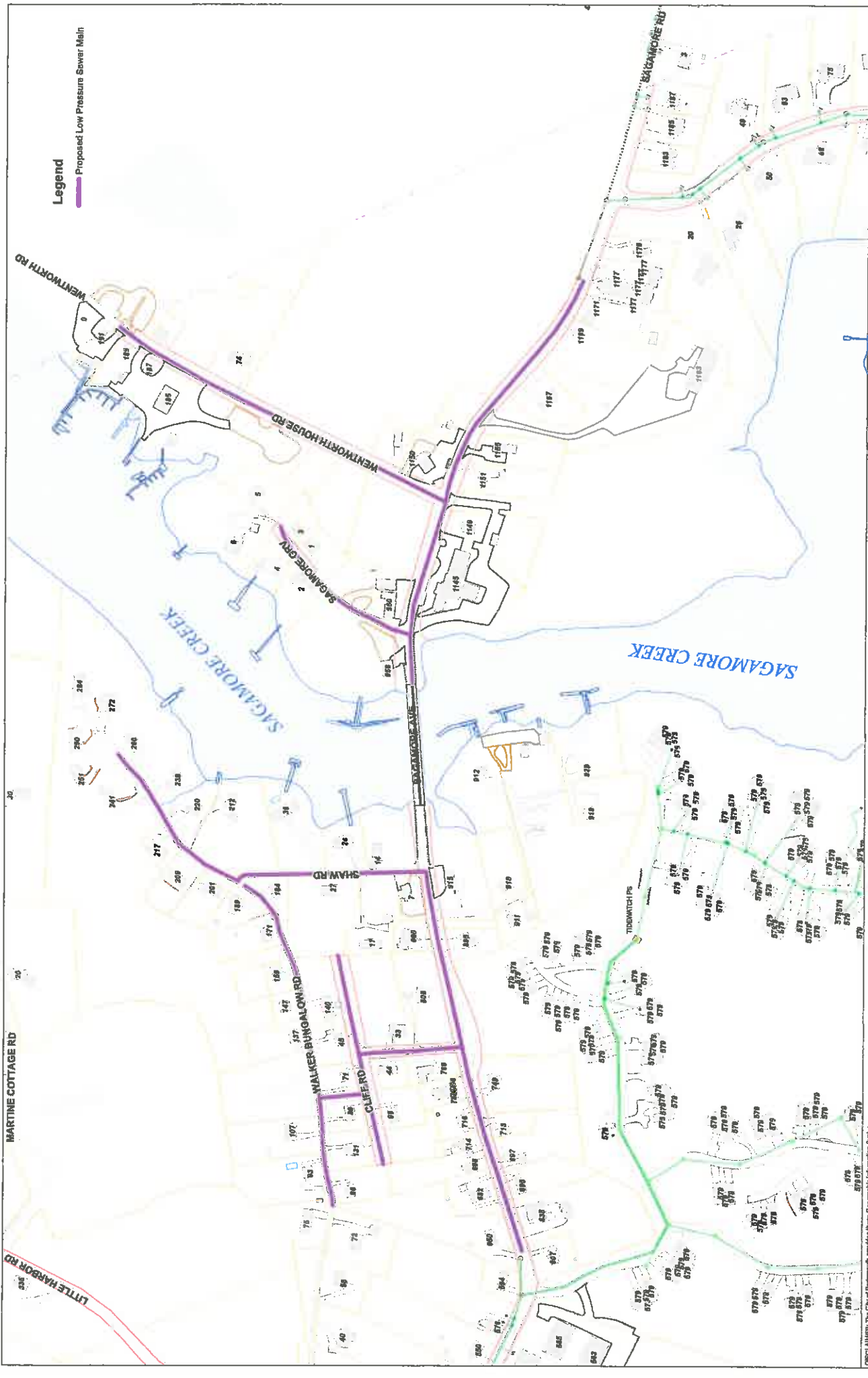
City is designing a low pressure system given the abundance of ledge in the area. This means that individual property owners will need to install pumps to connect to the system. These pumps and all the plumbing and site costs related to the installation are born by the property owner along with the property owner's proportional share for the improvement. The City's practice of allowing connections over time was discussed among the parties when the Peirce Island Consent Decree was developed; the benefits of following the usual practice of the City were determined to outweigh the burdens of a different approach.

A complete update and rewrite of the Sewer Ordinance is in process. Making the waiver policy express in the ordinance has been one of the items identified as part of a rewrite.

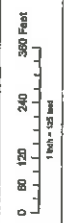
Cc: Robert Sullivan, City Attorney  
Peter Rice, Director of Public Works

**Legend**

Proposed Low Pressure Sewer Main



DISCLAIMER: The City of Portsmouth provides these Geographic Information System (GIS) data for informational purposes only. No guarantee or promise is made as to the accuracy of the maps and data and they should not be relied upon for any purpose other than general information.



Sagamore Creek Area  
Low Pressure Sewer System  
Map prepared by Portsmouth Department of Public Works

## MEMORANDUM

DATE: AUGUST 7, 2018  
TO: JOHN P. BOHENKO, CITY MANAGER  
FROM: ERIC SPEAR, COAKLEY EXECUTIVE COMMITTEE CHAIR  
RE: COAKLEY LANDFILL GROUP / NEW PFAS STANDARDS

*Eric Spear  
(PFAS)*

With the new and revised Ambient Groundwater Quality Standards (AGQS)<sup>1</sup> regarding PFAS from NHDES likely to go into effect on October 1, 2019, the Coakley Landfill Group (CLG) has examined the non-validated Spring 2019 residential sampling results to determine if any of the detected concentrations would exceed these new and revised standards.

Only the Breakfast Hill Golf Club well (339 BHR) would exceed the new standard<sup>2</sup>. The carbon treatment system installed at the Golf Club well last fall to treat 1,4-dioxane is expected to reduce the PFOA concentration to below 12 ng/l, but we will likely add PFAS to the analytical suite the next time they collect a “treated” water sample. CES, the company performing the bedrock investigations, is currently discussing this with the water treatment system company.

All other residential water supply wells being sampled by the CLG were found to be below the new PFAS standards. Therefore, we envision no additional remediation at private water supply wells due to this new rule, and the existing water treatment at the golf course should be adequate to reduce PFOA concentrations to below the new standard.

We continue to aggressively monitor groundwater quality within and outside of the Groundwater Management Zone (GMZ) at the Coakley landfill and we look forward to the completion of our deep bedrock study next year. At that time, we will report back to the Council with our findings.

---

<sup>1</sup> Four per- and polyfluoroalkyl substances: PFAS; PFOA- 12 ng/l, PFOS – 15, PFHxs – 18, and PFNA – 11 ng/l.

<sup>2</sup> PFOA was detected at 14.2 ng/l with the new standard at 12 ng/l.