

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, OCTOBER 24, 2022 TIME: 6:00PM

Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser:

https://us06web.zoom.us/webinar/register/WN_orR_IAkuRwiDi_ilqXelsA

6:00PM – ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A
1. COLLECTIVE BARGAINING AGREEMENTS – RSA 91-A:3, II (a)

AGENDA

**Regular portion of City Council meeting to begin at 7:00 p.m.*

- I. **WORK SESSION – THERE IS NO WORK SESSION THIS EVENING**
- II. **PUBLIC DIALOGUE SESSION** [when applicable – every other regularly scheduled meeting] – **N/A**
- III. **CALL TO ORDER** [7:00 p.m. or thereafter]
- IV. **ROLL CALL**
- V. **INVOCATION**
- VI. **PLEDGE OF ALLEGIANCE**
- VII. **ACCEPTANCE OF MINUTES** (*There are no minutes on for acceptance this evening*)
- VIII. **RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**
- IX. **PUBLIC COMMENT SESSION** (*This session shall not exceed 45 minutes*) – (*participation may be in person or via Zoom*)
- X. **PUBLIC HEARING AND VOTE ON ORDINANCES AND/OR RESOLUTION**

First Reading of Ordinances:

- A. First reading of Ordinance amending Chapter 1, Article IV – Commission and Authorities, Section 1.412 – Public Art Review Committee (***Sample motion – move to pass first reading and schedule a public hearing and second reading at the November 14, 2022 City Council meeting***)
- B. First reading of Ordinance amending Chapter 1, Article XVII – Funding of Public Art, Section 1.1704 – Exemption and Section 1.1707 – Funding Accepted (***Sample motion – move to pass first reading and schedule a public hearing and second reading at the November 14, 2022 City Council meeting***)

Third and Final Reading of Ordinances:

- C. Third and final reading of Ordinance amending Chapter 10, Article 5A, Section 10.5A21B, Amend Map For Building Height Standards, Incentive Overlay Districts, Sections 10.5A21.20 – Building Height Standards, Section 10.5A21.21 & 10.5A21.22, Section 10.5A43.32 – Building and Story Heights, Section 10.1530 – Terms of General Applicability ***(Sample motion – move to pass third and final reading, and adopt the Ordinance as presented)***
- D. Third and final reading of Ordinance amending Chapter 1, Article IV, Section 1.414 – Commissions and Authorities ***(Sample motion – move to pass third and final reading, and adopt the Ordinance as presented)***

XI. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager’s Items Which Require Action:

- 1. Approval of Employment Contract with Assistant Fire Chief Gionet
- 2. Approval of Employment Contract with Deputy Chief of Police Maloney
- 3. Approval of Collective Bargaining Agreement with Portsmouth Supervisory and Management Alliance
- 4. Approval of Collective Bargaining Agreement with Association of Portsmouth School Administrators
- 5. Approval of Collective Bargaining Agreement with Portsmouth Association of Clerical Employees
- 6. *Request for Public Hearing regarding Bonding Authorization for Purchase of Fire Apparatus
- 7. *Request for First Reading of Amendments to Chapters 12 & 15, The City’s Building Code Ordinances
- 8. Request for First Reading of Amendments to Chapter 5, Article I – Section 5.101 and Chapter 5, Article IX – Fire Code
- 9. Request for First Reading of Amendments to Chapter 1, Article IV, Section 1.408 – Currently titled Cable Television and Communications Commission

XII. CONSENT AGENDA

(Proper Motion for Adoption of Consent Agenda - move to adopt the Consent Agenda)

- A. Request from Lilly Mullen, Springers Jewelers, to install a Projecting Sign at 100 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 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 from Mariah Morgan, Stout Heart, LLC, to install a Projecting Sign at 205 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 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. Letter from the New England BIPOC Festival Committee requesting permission to hold the 3rd annual NEBIPOC Festival on Sunday, September 24, 2023 in Market Square with the closure of Pleasant Street from the intersections of Pleasant Street and Court Street to Pleasant Street and Congress Street (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- D. Letter from Anna Emerson, Big Brothers Big Sisters New Hampshire, requesting permission to hold the 13th Annual Stiletto Sprint on Saturday, September 23, 2023 from 1:00 p.m. to 4:00 p.m. with the closure of Pleasant Street (***Anticipated action – move to refer to the City Manager with Authority to Act***)

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Letter from Philip Miller regarding a Children's Theater at the Community Campus

XIV. MAYOR McEACHERN

1. *CIP Subcommittee Announcement
2. *Portsmouth 400th Committee (***Sample motion – move to request a report back from the Portsmouth 400th Committee***)

3. Resignation of Arthur Parrott from the Zoning Board of Adjustment
4. Appointments to be Considered:
 - Appointment of Stewart Sheppard to the Conservation Commission
 - Appointment of Brian Gibb as an Alternate to the Conservation Commission
 - *Appointment of Assistant Mayor Kelley to the DOT Public Advisory Committee for Route 1 Bypass
 - *Appointment of Marylou McElwain to the DOT Public Advisory Committee for Route 1 Bypass
 - Appointment of Anne Weidman as a regular member of the Economic Development Commission
 - Appointment of Charles Doleac to the Task Force to Study Private/Public Historical Archive
 - Appointment of Kristen Peterson to the Task Force to Study Private/Public Historical Archive
 - Appointment of Emma Stratton to the Task Force to Study Private/Public Historical Archive
 - Appointment of Thomas Watson to the Task Force to Study Private/Public Historical Archive
 - Appointment of Lawrence Yerdon to the Task Force to Study Private/Public Historical Archive
5. *Appointments to be Voted:
 - Reappointment of Everett Eaton to the Economic Development Commission
 - Reappointment of Thomas Watson to the Economic Development Commission
 - Appointment of Richard Candee to the Task Force to Study Private/Public Historical Archives
 - Appointment of Susan Sterry to the Task Force to Study Private/Public Historical Archives
 - Appointment of Thomas Hardiman, Jr. to the Task Force to Study Private/Public Historical Archives
 - Appointment of Katinka de Ruiten to the Board of Library Trustees
 - Reappointment of Janaki Fonseka to the Board of Library Trustees

XV. CITY COUNCIL MEMBERS

A. COUNCILOR TABOR

1. *Update on Community Power

B. COUNCILOR MOREAU

1. *Proposal for a Residential Parking Program for the Islington Creek Neighborhood

C. COUNCILOR BAGLEY

1. Parking and Traffic Safety Committee Action Sheet and Minutes of October 6, 2022
(Sample motion – move to accept and approve the action sheet and minutes of the October 6, 2022 Parking and Traffic Safety Committee meeting)

Action Item Needing Approval by City Council:

- Taxi Stands, request to report back on removal of taxi only parking spots downtown and across the city, by City Council (***Sample motion – move to eliminate all taxi stands except in front of Tuscan Steakhouse***)
- Morning Street, request to restrict parking at Woodbury Avenue intersection, by resident (***Sample motion – move to install No Parking Here to Corner signs 30 feet from Woodbury Avenue***)
- Neighborhood Parking Program, discussion and recommendation of program fee to Fee Committee (***Sample motion – move to end the pilot program, and to present the framework by the Parking Director as recommended by Parking and Traffic Safety Committee***)

2. *Discussion of Council Rule 43 – Public Comment Session

D. COUNCILOR COOK

1. Deletion of City Council Policy #2014-02 – Policy Regarding Public Art
2. Adoption of City Council Policy #2022-02 – Public Art Referral and Acquisition Policy

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Donation to the Cemeteries from Valerie Cunningham In Memory of Esther Whipple Mullinaux - \$20.00 (***Sample motion – move to approve and accept the donation as presented***)
- B. Acceptance of Donation to the Cemeteries from Karen McDonnell - \$150.00 (***Sample motion – move to approve and accept the donation to the Cemeteries***)
- C. *NH State Library Moose Plate Conservation Grant - \$9,682.00 (***Sample motion – move to approve and accept the grant from the New Hampshire State Library in the amount of \$9,682.00***)
- D. Acceptance of Donation from Fire Department - \$300.00 (***Sample motion – move to approve and accept the donation as presented***)
- E. Acceptance of Housing Navigator Grant - \$250,000.00 (***Sample motion – move to approve and accept the grant as presented***)

XVII. CITY MANAGER’S INFORMATIONAL ITEMS

1. *McIntyre Update
2. Household Hazardous Waste Collection Day – Saturday, November 12, 2022
3. *Report Back regarding Worth Lot Agreement

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

XIX. ADJOURNMENT [at 10:30 p.m. or earlier]

**Indicates verbal report*

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

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IV **COMMISSION AND AUTHORITIES** of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE IV: COMMISSION AND AUTHORITIES

Section 1.412: PUBLIC ART REVIEW COMMITTEE

A. Membership and Term: The Public Art Review Committee (PARC) will consist of between seven and eleven members. Members shall include one member of city staff to be designated by the City Manager and the rest shall be community members. Members shall have demonstrated experience in the fine arts, architecture, art criticism, engineering or structural analysis, art history, graphic arts, interior design, landscape architecture, town planning, or other art and design-related fields, or who have demonstrated a strong interest in the visual arts and civic improvement. Other than the City Manager's appointment, the members shall be appointed by the Mayor, with approval from the Council, to staggered terms varying from two to three years.

The PARC shall be chaired by a member of the local arts community and shall interview or make recommendations to fill PARC openings to the Mayor, as they may determine necessary. The term of the chairperson shall be for one year, with eligibility for reelection for two additional terms.

B. Public Art Defined: For purposes of this Public Art Review Committee, "public art" shall be defined as artwork located in or on a public space such as a municipal facility, park, right-of-way, or other municipally owned or controlled property. Artwork includes but is not limited to a painting, mural, inscription, stained glass, fiber work, statue, relief or sculpture, monument, fountain, arch or other structures intended for ornament or commemoration. Also include in this definition is any installation that is technological in nature or includes carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints , crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass plastics and other materials. Landscape items include the artistic placement of natural materials and other function art objects. Works of art may be portable as well as permanent.

Public art does not include objects that are mass-produced from a standard design or reproductions of original art works unless of limited edition; decorative, ornamental or functional elements, which are designed by the building architect; landscape architecture and landscape gardening except where these elements are an integral part of the artwork by the

artist; directional elements such as super graphics, signage or color coding except where these elements are integral parts of an original work of art; and logos, corporate identifiers or other forms of branding and advertising.

C. Powers and Duties: The PARC shall have the following responsibilities:

- 1. To foster development and awareness of public art within the City of Portsmouth, and advise the City Manager and City Council with respect to matters relating to the development of public art awareness within the City of Portsmouth.**
- 2. To accept referrals from the City Council or any other public body concerning public art and art issues generally.**
- 3. To provide input on masterplans, zoning ordinances, strategic planning documents as they relate to public art and art issues generally.**
- 4. To collaborate with the city on the acquisition, maintenance and marketing of its public art and develop a stewardship policy.**
- 5. Establish Guidelines for review of public art based on the Public Art Acquisition Policy.**
- 6. Initiate public forums where appropriate for determining thematic approaches and location options for public art.**
- 7. Determine recruitment strategies to attract qualified artists for public art projects.**
- 8. To review applications for public art following the Public Art Acquisition Policy, select final proposals, and advise the city on issues related to Percent for Art.**
- 9. Review all applications for sponsored works of public art following the same guidelines as those for the Percent for Art program.**
- 10. Advise and oversee public art programs established by the City of Portsmouth in accordance with any policies and guidelines either established by the city or established by the Public Art Review Committee at the request of the City Council.**
- 11. To recommend to the City Council, as requested, replacement members to the PARC when they arise.**
- 12. Identify and solicit funds to supplement the public art budget.**

- 13. Perform further duties related to public art within the City of Portsmouth that the City Manager may request.**
- D. Meeting Requirements: The PARC shall meet as necessary, but at least quarterly.**
- E. Reporting Responsibility: The Public Art Review Committee (PARC) shall include an annual report of their proceedings and programs to City Council. Details of the report include, but are not limited, to:**
- 1. Assessing available and potential resources in the Public Art Trust.**
 - 2. Assessing possible and/or proposed municipal capital projects and criteria that would benefit from the inclusion of an artist in their design.**
 - 3. Assessing the impact of and opportunity for public art projects that advance economic development opportunities.**
- F. Revenue Development: The PARC may solicit or receive gifts, money or other to be applied to principal or interest, into the Public Art Trust, for either temporary or permanent use for the acquisition, maintenance and/or installation of public art.**

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article XVII **FUNDING OF PUBLIC ART** of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE XVII: FUNDING OF PUBLIC ART

Section 1.1700: STATEMENT OF PURPOSE

It is hereby declared that it shall be the public policy of the City of Portsmouth to assist and encourage the participation of its citizens and visitors in the enjoyment of the many benefits which flow from the arts. Among other activities to this end, the City will allocate a portion of the expense of public building construction and significant building renovation projects to be spent on works of art which shall be available for the benefit of all without additional cost to those persons. Such works of art shall be called public art as defined in more detail herein.

Section 1.1701: DEFINITION OF PUBLIC ART

“Public Art” or “Public artworks” are meant to be enduring original artworks of the highest quality and craftsmanship. The artworks should be an integral part of the landscaping and/or architecture of a building or other site, considering the historical, geographical and social/cultural context of the site and constructed on a scale that is proportional to the scale of the development. “Artwork” – includes but is not limited to, painting, murals, inscriptions, stained glass, fiber work, statues, relief’s or other sculpture, monuments, fountains, arches, or other structures intended for ornament or commemoration. Also included in this definition are installations that are technological in nature, carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints, crafts – both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics and other materials. Landscape items include the artistic placement of natural materials and other functional art objects. Works of art may be portable as well as permanent.

This definition shall not include:

Objects that are mass-produced from a standard design or reproductions of original art works; decorative, ornamental or functional elements, which are designed by the building architect; landscape architecture and landscape gardening except where these elements are an integral part of the artwork by the artist; directional elements such as super graphics, signage, or color coding except where these elements are integral parts of the original work of art; logos or corporate identity.

Section 1.1702: PUBLIC ART COMMITMENT

One (1%) percent of the bid price or negotiated contract price for the construction of all new municipal buildings or for the renovation of existing municipal buildings, in which the bid price or negotiated price shall be in excess of Two Million (\$2,000,000.00) Dollars up to fifteen Million (\$15,000,000.00) Dollars (expressed in terms of actual construction costs exclusive of design and engineering fees), shall be contributed to the Public Art Trust for the purpose of funding public art. Thereafter, such funds shall be expended in accordance with the terms of this ordinance and the Public Art Trust.

Section 1.1703: PUBLIC ART TRUST

There shall be created a Public Art Trust to serve as a repository of all public art contributions generated by application of this ordinance. Such Trust shall be administered for the purpose of implementation of this ordinance. The terms of the Trust shall be consistent with this ordinance and shall be interpreted by reference to this ordinance.

Section 1.1704: EXEMPTION

By a two-thirds (2/3) vote, the City Council may exempt a municipal building, such as a water or sewer plant, from the Public Art Commitment described in Section ~~1.1702~~ **1.1701** if the purpose of this ordinance would not be fulfilled due to the building's inaccessibility to the public, location, use or other factors. **In those cases, the public art associated with the project should be placed on other publicly owned property within the city, at the determination of the Council.** Any Council determination to exempt a building under this provision shall be made no later than the final vote of the Council authorizing the funding for the project. (Amended 06/19/2017)

Section 1.1705: EXPENDITURE OF PUBLIC ART FUNDS

Expenditure of public arts funds shall be determined by the City Council. In authorizing such expenditures the Council shall apply the following protocol and criteria:

- A. No less than ninety (90%) percent of the principal amount of public art contribution generated by any particular building project shall be expended on the site of that project.
- B. In determining the selection of any public art project, the City Council may:
 - 1. Refer the question to any agency of a public, non-profit or private nature which might be selected by the City Council for an advisory report, or;
 - 2. Refer the question to a standing committee for public art which

may be created by the City Council under such terms and conditions as it may establish, or;

3. Create an ad hoc committee for any particular public art project under such terms as the Council may establish, or;
 4. Seek such other advisory recommendation as the City Council deems appropriate
- C. Upon the authorization by the City Council of a public arts project, the administrative and financial implementation of that authorization shall be performed by the administrative officials of the City.

Section 1.1706: MAINTENANCE AND REPAIR OF PUBLIC ART

Public art funds under this ordinance and the Public Art Trust to be created in conjunction herewith shall be available for repair and maintenance of public art, regardless of whether the public art work was initially funded by the Public Art Trust or otherwise.

Section 1.1707: FUNDING ACCEPTED

This ordinance authorizes and the Public Art Trust shall provide for the acceptance by the City of donations, grants or contributions to public art which might be approved from time to time by the City Council.

This ordinance also authorizes the Council to accept donations with a designated purpose to commission works of public art to be placed on public property. The commissioning process shall follow the same procedures outlined in the ordinance for public art associated with capital expenditures by the City.

(Adopted 9/18/2006 to become effective August 21, 2007, **Edited 6/21/2022**)

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

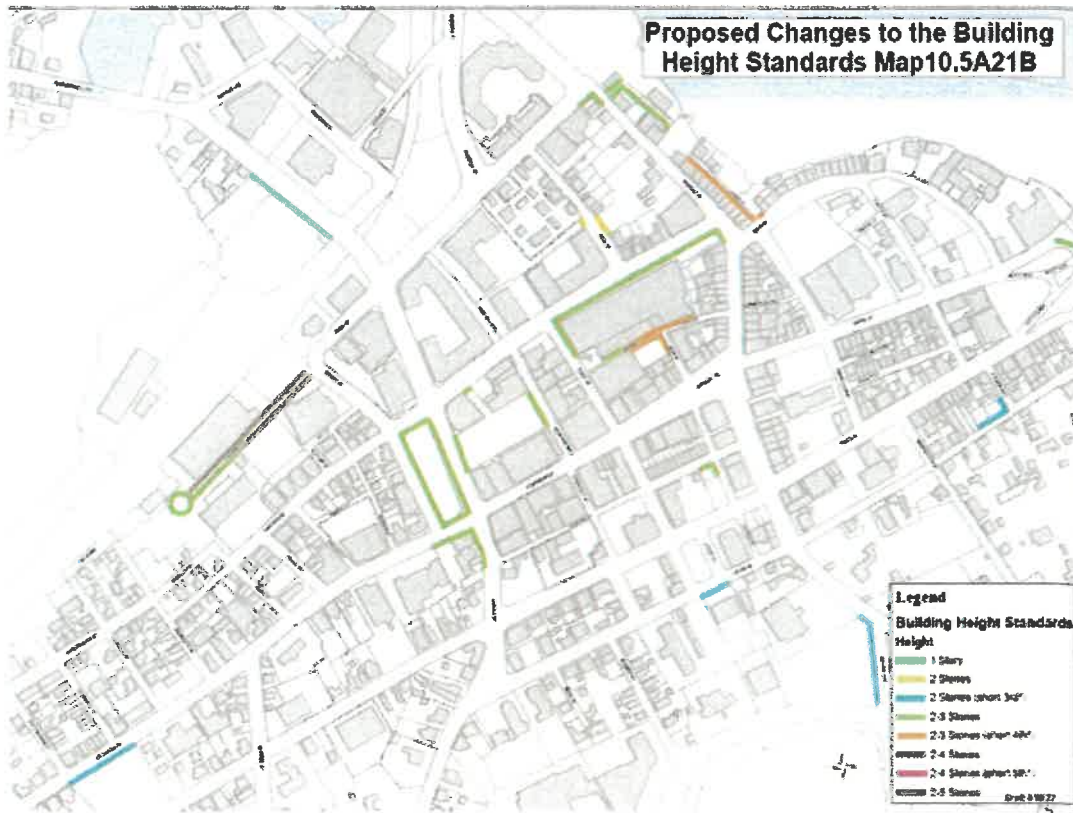
ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 10, Article 5A, Section 10.5A21.10, Content of Regulating Plan – Map 10.5A21B – Building Height Standards be amended as follows (additions or changes to Building Height Map shown in color, modifications to existing language in the Map notes **stricken** and **bolded**; remaining language unchanged from existing):

Chapter 10, Article 5A, Sections 10.5A21B Building Height Standards Map

- a. Add the following graphics to the Building Height Standards Map 10.5A21B:



- b. Amended the following note on Map 10.5A21B as follows:

Incentive Overlay Districts

Within the Incentive Overlay Districts, certain specified development standards, including height, density and parking, may be modified pursuant to Section ~~10.5A47~~ **10.5A46**.

That Chapter 10, Article 5A, Sections 10.5A21.20, Building Height Standards, be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Chapter 10, Article 5A, Sections 10.5A21.20 Building Height Standards

10.5A21.20 Building Height Standards

10.5A21.21 Assignments for specific **building height** require a **building** to have no more than the designated maximum number of **stories** or the maximum height in feet (whichever is lower) and no less than the designated minimum number of **stories**. **Subject to Section 10.635.70 – Review Criteria, within the Historic District, the approved building height may be lower than the maximum designated number of stories or the maximum height in feet provided in Section 10.5A43.30 but shall not be lower than the minimum designated number of stories or the minimum height in feet provided.**

10.5A21.22 When a **lot** is assigned to more than one **building height** standard the lot shall be apportioned as follows:

- (a) A **building height** standard designated along **the a front lot line or-street on a public place** shall apply to the portion of the **lot** that is 50 feet or less from such **lot line or-street along a public place**.
- (b) A **building height** standard designated along a water body shall apply to the portion of the **lot** that is 100 feet or less from the mean high water line.
- (c) More than 50 feet from a **front lot line or-street along a public place** and more than 100 feet from a water body, the **building height** may increase to the highest **building height** standard designated for the **lot**.
- (d) Where a **lot** has less depth from **the a front lot line, street along a public place** or water body than the required minimum distances stated above, the lowest **building height** standard for the **lot** shall be applied to the required linear distance from the **lot line, street public place,** or water body.

That Chapter 10, Article 5A, Sections 10.5A43.32, Building and Story Heights, be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Chapter 10, Article 5A, Section 10.5A43.32: Building and Story Heights

10.5A43.32 A **roof appurtenance** may exceed the maximum allowed **building height** as specified on Map 10.5A21B (Building Height Standards) by 10 feet, subject to the following:

- (a) All **roof appurtenances** and other features that exceed the allowed **building height** for the zoning district shall not exceed 33 percent of the total roof area of the **structure** and, except for elevators, **and** stair towers, **and decorative railings no taller than four feet in height,** shall be set back at least 10 feet from any edge of the roof.

That Chapter 10, Article 15, Section 10.1530, Terms of General Applicability, be amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

Chapter 10, Article 15, Section 10.1530 Terms of General Applicability

Average existing grade

For all buildings located outside the urban districts, the average existing grade shall be the average ground levels adjoining the building at all exterior walls measured every five feet around the perimeter of the building. For all buildings located inside the urban districts, the average existing grade shall be the average existing ground level measured every five feet along the street-facing façade of all lot lines adjoining a public place (see also building height).

Average finished grade

For all buildings located outside the urban districts, the average finished grade shall be the average ground levels adjoining the building at all exterior walls measured every five feet around the perimeter of the building. For all buildings located inside the urban districts, the average finished grade shall be the average finished ground level measured every five feet along street-facing façade of all lot lines adjoining a public place (see also building height).

Building height

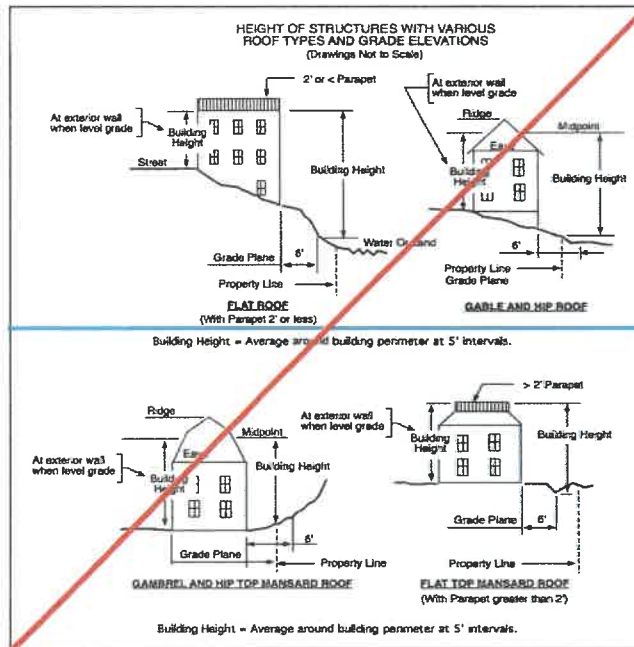
The greatest vertical measurement between ~~two reference points defined as follows:~~ the lower and upper reference points as defined below. This measurement shall be the building height for the purposes of this Ordinance.

- (a) ~~The~~ For buildings located outside the urban districts, the lower reference point shall be the average existing grade ~~plane as defined herein~~ or average finished grade, whichever is lower, measured along the perimeter of the entire building. For buildings located inside the urban districts the lower perimeter of the reference point shall be established from the average existing grade or average finished grade, whichever is lower, along street-facing façade of all lot lines adjoining a public place. In the case of a corner lot, through lot or waterfront lot the provisions of Section 5A.21.21 shall apply. The vertical distance between the lower and upper reference points shall not exceed the maximum number of stories or building height.
- (b) The upper reference point shall be any of the following:
 - (1) For a flat or **flat-topped mansard roof**, the highest point of the roof surface;
 - (2) For a ~~pitched, hip, or gable~~, gambrel, **hip, hip-topped mansard roof, or penthouse**, the elevation midway between the level of the eaves, ~~or floor in the case of a penthouse~~, and highest point of the roof. For this purpose, the “level of the eaves” shall mean the highest level where the plane of the roof intersects the plane of the outside wall on a side containing the eaves, but at no time shall this level be lower than the floor level of the uppermost story or **attic**.
- (c) A **parapet wall**, fence, railing, **decorative cornice**, or similar **structure** that extends more than ~~two~~ **four** feet above the roof surface shall be included in the determination of ~~the~~

building height, but shall not be included if it does not extend more than ~~two~~ four feet above the roof surface. (See also: average existing grade and average finished grade, parapet wall, mansard penthouses and urban districts)

~~(d) To determine building height, measurements shall be taken at least every 5 feet around the entire perimeter of a building. An average is calculated from these figures and that figure shall be the building's height for purposes of this Ordinance.~~

(See also: grade plane, parapet wall.)



Lot line

A property line bounding a lot.

Lot line, front

A boundary of a lot that separates the lot from a ~~street or~~ public place. ~~In the case of a A corner lot, through lot or a waterfront lot shall have multiple, the front lot lines shall be the line bordering the street on which the lot has its address. A In the case of a corner lot, or a through lot or a waterfront lot, the principal front yard shall be the line bordering a public place on which the lot has its address as defined by the City shall have two front lot lines.~~

Mansard roof

A building with either a flat- or hip-topped mansard roof as follows: ~~four-sided flat or hip-top roof characterized by two slopes on each of its sides with the lower slope punctured by dormer windows. The upper slope of the roof may not be visible from street level when viewed from close to the building.~~

- (a) Flat-topped mansard – four-sided flat-top mansard roof, characterized by one slope on each side of its sides, where the sloped roof may be punctured by dormer windows and the higher roof surface is a flat roof.
- (b) Hip-topped mansard – a roof characterized by two slopes on each side with the lower slope punctured by dormer windows. The upper slope of the roof may not be visible from street level when viewed from close to the building and the highest roof structure shall not be a flat roof as defined herein.

Penthouse

A habitable space within the uppermost portion of a **building** above the **cornice** which is set back at least ~~15~~ **20** feet from all edges of the roof **adjoining a public place and at least 15 feet from all other edges.** ~~and the~~ The total floor area of the penthouse shall ~~of which does~~ not exceed 50% of the area of the **story below** and the height of the penthouse shall not exceed **10 feet above the story below the flat roof or 14 feet for a gable, hip or a hip-topped mansard roof surface.** Except for elevator or stairwell access allowed under Section 10.517, no other roof appurtenance shall exceed the maximum allowed height of a penthouse. For internal courtyards at least 40 feet from a **street** or vehicular right-of-way or easement, the **penthouse** shall be setback at least 8 feet from the edge of the roof of the **story below.** (see also building height)

Public place

A street way, park, pedestrian alleyway or community space that provides public access.

Short story

Either (1) a top **story** that is below the **cornice** line of a sloped roof and is at least 20% shorter in height than the **story below**; or (2) a **story** within a **flat-topped mansard roof** with a pitch no greater than 30:12.

Urban districts

For the purposes of grade definitions and building height determinations, the urban districts are defined as the Character and Civic Districts.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

**CITY OF PORTSMOUTH
LEGAL DEPARTMENT
MEMORANDUM**

DATE: OCTOBER 19, 2022
TO: KAREN CONARD, CITY MANAGER
FROM: SUSAN G. MORRELL, CITY ATTORNEY
RE: CORRECTED AUDIT COMMITTEE ORDINANCE

Procedural History

The City Council has had a First and Second reading of the proposed revisions to the Audit Committee Ordinance, Chapter 1, Article IV, Section 1.414. On September 19, 2022, at the Second reading, the Council moved to amend the proposed changes after the public hearing. At that time, the Council voted to amend the proposed revisions and schedule the Ordinance for Third reading at the next Council meeting.

At the next Council meeting on October 3, 2022, the Ordinance prepared for Third Reading did not accurately reflect the amendments to the Ordinance the Council voted for at Second reading.

The Council then voted to postpone the Third and final reading until its October 24, 2022 meeting. The Council also voted to suspend the rules in order to bring back Second reading of the Ordinance to allow for amendments. The Council then voted to amend the proposed revisions to the Ordinance as follows:

“Amend Section A to reinsert the original language of the ordinance around terms for the appointed members that are not City Councilors. Further to amend Section B to eliminate the last sentence of that paragraph that read, “The Audit Committee will be able to retain the services of professionals, as necessary, in municipal finance and audits, and experts hired will have no past employment as City staff or current relationships therewith, or employment with the auditing firm or current relationships therewith, and shall be independent.”

Those amendments have been made to the attached proposed Ordinance that is before the Council for Third reading on October 24, 2022.

Proposed Motion: Vote to pass the amendments to the Audit Committee Ordinance, Chapter 1, Article IV, Section 1.414, as presented at Third Reading.

Attachments (1)

cc: Suzanne M. Woodland, Deputy City Manager/Deputy City Attorney

ORDINANCE # -2022

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IV – **COMMISSIONS AND AUTHORITIES** of the Ordinances of the City of Portsmouth be amended as follows:

Section 1.410: AUDIT COMMITTEE

There shall be a permanent Audit Committee established and maintained for the purpose of advising the City Council on the adherence to the City Charter- Section 7.4 INDEPENDENT AUDIT.

- A. Membership and Term: The Audit Committee shall have six (6) voting members who shall be appointed by the Mayor and confirmed by the City Council, three (3) members shall be City Councilors, with a City Councilor selected by majority vote of voting members of the Committee to be the Chair. The Audit Committee members who are not City Councilors **shall serve for a three-year term** and possess experience in finance, accounting, auditing, and/or financial management and reporting. The City Manager shall be a member of the Committee with voice, non-voting. In the event of a vacancy in a member position on the Audit Committee, a qualifying individual shall be appointed by the Mayor to fill the remainder of the term of the vacant member. The terms of the City Council members of the Committee shall be for two (2) year terms coterminous with the term of the City Council.

- B. Duties and Powers: The primary purpose of the Audit Committee is to recommend an external auditor to the City Council. In the event the auditor identifies any serious exceptions, the Audit Committee shall advise and work with the City Council as to next steps. ~~The Audit Committee will be able to retain the services of professionals, as necessary, in municipal finance and audits, and experts hired will have no past employment as City staff or current relationships therewith, or employment with the auditing firm or current relationships therewith, and shall be independent.~~

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk



CITY OF PORTSMOUTH

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

Karen S. Conard
City Manager

Date: October 21, 2022

To: Honorable Mayor McEachern and City Council Members

From: Karen S. Conard, City Manager *KSC*

Re: City Manager's Comments on City Council Agenda of October 24, 2022

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

A. First Reading of Ordinance Amending Chapter 1, Article IV – Commissions and Authorities, Section 1.412 – Public Art Review Committee:

Attached please find a proposed ordinance amending Chapter 1, Article IV – Commissions and Authorities, Section 1.412 – Public Art Review Committee.

I recommend that the City Council move to pass first reading, and schedule a public hearing and second reading at the November 14, 2022 City Council meeting.

B. First Reading of Ordinance Amending Chapter 1, Article XVII – Funding of Public Art, Section 1.1704 – Exemption and Section 1.1707 – Funding Accepted:

Attached please find a proposed ordinance amending Chapter 1, Article XVII – Funding of Public Art, Section 1.1704 – Exemption and Section 1.1707 – Funding Accepted.

I recommend that the City Council move to pass first reading, and schedule a public hearing and second reading at the November 14, 2022 City Council meeting.

C. Third and Final Reading of Ordinance of Amending Chapter 10, Article 5A, Section 10.5A21B, Amend Map for Building Height Standards, Incentive Overlay Districts Sections 10.5A21.20 – Building Height Standards, Sections 10.5A21.21 and 10.5A21.22, Section 10.5A43.32 – Building and Story Heights, Section 10.1530 – Terms of General Applicability:

Attached please find proposed amendments to various sections of Chapter 10, Zoning Ordinance.

I recommend that the City Council move to pass the third and final reading, and adopt the Ordinance as presented.

D. Third and Final Reading of Ordinance Amending Chapter 1, Article IV, Section 1.414 – Commissions and Authorities:

Attached please find proposed amendments to Chapter 1, Article IV, Section 1.414 – Commissions and Authorities.

I recommend that the City Council move to pass third and final reading, and adopt the Ordinance as presented.

XI. City Manager’s Items which Require Action:

1. Approval of Employment Contract with Assistant Fire Chief Gionet:

Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed employment agreement with Assistant Fire Jason Chief Gionet.

I recommend that the City Council move to approve the proposed agreement as presented.

2. Approval of Employment Contract with Deputy Chief of Police Maloney:

Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed employment agreement with Deputy Chief of Police Michael Maloney.

I recommend that the City Council move to approve the proposed agreement as presented.

3. Approval of Collective Bargaining Agreement with Portsmouth Supervisory and Management Alliance:

Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed employment agreement with the Portsmouth Supervisory and Management Alliance.

I recommend that the City Council move to approve the proposed agreement as presented.

4. Approval of Collective Bargaining Agreement with Association of Portsmouth School Administrators:

Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed employment agreement with the Association of Portsmouth School Administrators.

I recommend that the City Council move to approve the proposed agreement as presented.

5. Approval of Collective Bargaining Agreement with Portsmouth Association of Clerical Employees:

Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed employment agreement with the Portsmouth Association of Clerical Employees.

I recommend that the City Council move to approve the proposed agreement as presented.

6. Request for Public Hearing Regarding Bonding Authorization for Purchase of Fire Apparatus:

The replacement of an aging fire engine is currently in the FY25 rolling stock schedule. Normally the borrowing resolution would be authorized in the year that the apparatus is needed. However, current production time to order and build the new apparatus is 24 months out due to multiple factors in supply and demand.

Fire Chief McQuillen is requesting a borrowing authorization of up to \$800,000 in November in order to sign a contract for the new fire engine to ensure the apparatus will be delivered in July of 2024, and keeps the replacement schedule on track. Additionally, the contract and order guarantees the price in today’s dollars avoiding the certain increases in costs that will be coming, including a 7% increase that would add an additional \$53,000 to the cost of the vehicle if not order before the end of this calendar year. As payment of the apparatus is not due until delivery, borrowing of the funds would not take place until FY25, making the first payment of the bond due in FY26 as scheduled in the current projected debt schedule.

I recommend that the City Council vote to hold a public hearing and vote for a borrowing authorization of up to Eight Hundred Thousand Dollars for the purchase of a new Fire Apparatus on November 14, 2022.

7. Request for First Reading of Amendments to Chapters 12 and 15, the City’s Building Code Ordinances:

The City’s building code ordinances were last amended in December of 2019. At that time, the City Council adopted amendments to our building code ordinances (Chapters 12 and 15) to reflect the current version of the State Building Code and to update our local amendments to those Codes.

Local amendments to the State Building Code and local building code ordinances are permitted when they are stricter than the State Building Code. These local ordinances and amendments are necessary because they reflect the unique conditions and specific needs of individual communities. For example, local building code ordinances need to be consistent with other City ordinances (i.e., historic district, waterfront, demolition, public health and safety and hours of construction).

Our existing building code ordinances primarily track the organizational structure of the State Building Codes they amend, resulting in 55 pages of ordinances in two separate Chapters as follows:

- [Chapter 12, Part I:](#) International Building Code (IBC), 2015
- [Chapter 12, Part II:](#) International Residential Code (IRC), 2015
- [Chapter 15, Part I:](#) International Plumbing Code (IPC), 2015
- [Chapter 15, Part II:](#) International Mechanical Code, (IMC), 2015
- [Chapter 15, Part III:](#) National Fuel Gas Code, 2015
- [Chapter 15, Part IV:](#) National Electrical Code, 2017

In July of 2022, the State of New Hampshire adopted by reference the 2018 version of the above referenced Codes and other national codes referenced within these Code (“State Building Code”). The adoption of these new Codes creates an opportunity for the City to update and revise our existing building code ordinances.

The Inspection Department has received complaints from the public that the City’s existing building code ordinances are too long and are not user friendly. When the public cannot find local requirements and Code amendments, the building code ordinance is more difficult to administer. This is caused in part because our current ordinances track and amend different sections of the State Building Code that repeat the same language. Therefore, the Inspection Department recommends drafting a new building code ordinance that deletes repetitive language and combines Chapters 12 and 15 into one revised building code ordinance.

This new ordinance would require a substantial rewrite of Chapters 12 and 15. It would delete Chapter 15 in its entirety and create one completely revised building ordinance in Chapter 12. Chapter 12, as rewritten, will be the new City Building Code which will adopt the current State Building Code and will also include our local requirements and deletions, modifications and amendments to the State Building Code, which are permitted when they are stricter than the State Building Code.

The statute governing local amendments to the State Building Code will be amended as of January 1, 2023. The current statute requires only that local building code ordinances be filed with the State Building Code of Review (“Board”). The amended statute creates a very complicated process whereby all local building code amendments must be reviewed by the Board prior to passage in order to verify that the local requirements do not “conflict” with the current State Building Code. There is no definition of “conflict” in the amended statute, thus calling into question the ability of local municipalities to make any local requirements and amendments to the State Building Code.

I therefore request that the Council vote to schedule first reading of the amended Chapter 12 at its November 14, 2022 meeting. Of note, consistent with the City’s past practice, the Inspection Department will schedule a public information session on November 21, 2022. Prior to that informational public meeting, the City will establish a separate webpage that contains a copy of Chapter 12, as amended, and updated State Building Code information.

I recommend that the City Council to schedule first reading of new City Building Codes (Chapter 12, as rewritten) for the November 14, 2022 City Council meeting.

8. **Request for First Reading of Amendments to Chapter 5, Article I – Section 5.101 and Chapter 5, Article IX – Fire Code:**

The City’s fire code ordinance was last amended in December of 2019. In July of 2022, the State of New Hampshire adopted the “State Fire Code”, which adopts by reference the Life Safety Code, NFPA 101, 2018 edition, and the Uniform Fire Code NFPA 1, 2018 edition. When the State Fire Code is updated, the Fire Department reviews and makes housekeeping amendments to Chapter 5. The City does not adopt any amendments to the State Fire Code. However, in addition to the adoption of the State Fire Code, the City also adopts the International Fire Code.

The Fire Department is recommending that the City amend Chapter 5 Article I – Section 5.101 and Chapter 5, Article IX to adopt the current State Fire Code and the updated version of the International Fire Code, 2018 Edition. The amendments are primarily housekeeping edits to reference the correct section of the International Fire Code, 2018 edition. Some local amendments have been deleted as they are now included within the published codes and are no longer necessary. Additionally, we have deleted the local amendments regarding solar installations as the State has amended these requirements within the State Fire Code.

I therefore recommend that the Council vote to schedule first reading of the [amendments to Chapter 5 Article I – Section 5.101](#) and [Chapter 5, Article IX](#) at its November 14, 2022 meeting. Of note, consistent with the City’s past practice, the Fire Department will schedule a public information session on code updates on November 21, 2022. Prior to that informational public meeting, the City will establish a separate webpage that contains a copy of Chapter 5, as amended, and updated State Fire Code and International Fire Code information.

I recommend that the City Council move to schedule first reading of amendments to Chapter 5 for the November 14, 2022 City Council meeting.

9. **Request for First Reading of Amendments to Chapter 1, Article IV, Section 1.408 - Currently titled Cable Television and Communications Commission:**

The Cable Commission requests that the City Council hold a first reading for a [proposed change to Chapter 1, Article IV, Section 1.408](#) currently titled Cable Television and Communications Commission. The Commission proposes changes to their title and powers to broaden their responsibility beyond cable television and to include broadband internet services via any physical transport method (including both physical cabling and over-the-air delivery such as cellular). See [attached proposed ordinance changes](#).

The Commission developed these proposed changes over the course of several meetings this year. The Cable Commission referred these proposed changes to the Governance Committee for review and input; the Governance Committee supported the Commission’s desire to broaden their powers. Deputy City Manager/Deputy City Attorney Suzanne Woodland provides staff support for the Commission and has worked with them to develop these proposed changes. She will be available if there are questions this evening, along with a member of the Cable Commission.

I recommend that the City Council move to schedule first reading on these proposed changes to Chapter 1, Article IV, Section 1.408 at the City Council meeting of November 14, 2022.

XII. Consent Agenda:

A. Projecting Sign Request – 100 Market Street:

Permission is being sought to install a projecting sign at [100 Market Street](#) that extends over the public right of way, as follows:

Sign dimensions: 22” x 32” diameter

Sign area: 4.8 sq. ft.

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

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

B. Projecting Sign Request – 205 Market Street:

Permission is being sought to install a projecting sign at [205 Market Street](#) that extends over the public right of way, as follows:

Sign dimensions: 38” diameter & 38” x 10.25”

Sign area: 10.5 sq. ft.

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

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

XVI. Approval of Grants/Donations:

A. Acceptance of Donation to the Cemeteries from Valerie Cunningham - \$20:

The City received a donation to the cemeteries from Valerie Cunningham in the amount of \$20 in memory of Esther Whipple Mullinaux. [Attached please find the City's Gift and Donation Submission form](#) in regards to this donation.

I recommend that the City Council move to approve and accept the donation as presented.

B. Acceptance of Donation to the Cemeteries from Karen McDonnell - \$150:

The City received a donation to the cemeteries from Karen McDonnell in the amount of \$150. [Attached please find the City's Gift and Donation Submission form](#) in regards to this donation.

I recommend that the City Council move to approve and accept the donation as presented.

C. NH State Library Moose Plate Conservation Grant - \$9,682:

The Finance Department is pleased to announce that the City of Portsmouth has been awarded one of the FY2022/2023 Moose License Plate Conservation Grants from the New Hampshire State Library in the amount of \$9,682 for the conservation project Preservation, Microfilming and Digitalization of five historic Portsmouth Financial Documents dated 1881-1888. These monies will help preserve legally required and historically significant documents held by the Finance Department that initially were intended to be financed through the City's Capital Improvement Program.

The New Hampshire State Library's (NHSL) FY2022/2023 Conservation License Plate Grant Program is designed to help municipalities as well as other public organizations preserve their historic documents. The NHSL Grant awards up to \$10,000 to applicants to conserve publicly owned documents.

The program aims to aid in the preservation of New Hampshire's historic manuscripts as well as increase their availability to the public. The grant requires that these documents not only be professionally preserved but also scanned to preservation microfilm as well as digitized.

This is the sixth Moose License Plate Conservation grant the City has been awarded, for a total of \$55,788. Last Fiscal Year, the City was awarded a grant for \$9,150 to preserve two historic documents dated 1800-1899. The Finance Department is grateful to have been awarded this grant which will aid in both increasing resident access to historic city documents as well as helping to offset capital dollars needed to complete this required work.

I recommend that the City Council move to approve and accept the grant from the New Hampshire State Library in the amount of \$9,682 as presented.

D. Acceptance of Donation to the Fire Department - \$300:

The Fire Department received a donation in memory of Vernon Boardman from Nancy Pearson on behalf of the Boardman Family in the amount of \$300. [Attached please find the City's Gift and Donation Submission form](#) in regards to this donation.

This check is in memory of Vernon Boardman, who relied on the services of the Portsmouth Professional Firefighters. His family suggested the extra funds raised online for his memorial bench be gifted this way.

I recommend that the City Council move to approve and accept the donation as presented.

E. Acceptance of Housing Navigator Grant - \$250,000:

[Attached please find an award letter from the Steering Committee for the InvestNH Municipal Planning & Zoning Grant Program in the amount of \\$250,000.](#) The purpose of this grant is to assist municipalities in hiring local staff dedicated to increasing housing opportunities through community engagement and coordination of regulatory change. [A memorandum from the City's Planning Director, Beverly Mesa-Zendt, is also attached.](#)

I recommend that the City Council vote to accept the InvestNH Navigator Grant funding and authorize staff to enter into a formal grant agreement.

XVII. City Manager's Informational Items:

1. McIntyre Update:

I will provide a verbal update on the McIntyre Redevelopment Project at this evening's meeting.

2. Household Hazardous Waste Collection Day:

[Attached please find a press release announcing Household Hazardous Waste Collection Day on November 12th.](#)

3. Report Back Regarding Worth Lot Agreement:

At this evening's meeting, I will provide a report back on the Worth Lot Agreement, as requested by the City Council on September 19th.

THOMAS M. CLOSSON
ATTORNEY AT LAW PLLC

CM Action Item #1

379 Amherst Street, Suite #2
PMB 231
Nashua, New Hampshire 03063
603-759-6614
thomas.closson@nhlaborlaw.com

To: City Manager Conard, Mayor McEachern, and Members of the
Portsmouth City Council
From: Tom Closson
Re: Proposed Employment Agreement with incoming Assistant Fire Chief
Jason M. Gionet
Date: September 27, 2022

Attached for your consideration is a proposed three (3) year Employment Agreement between the Portsmouth Fire Commission and Assistant Fire Chief Jason M. Gionet. This Employment Agreement provides for an initial annual salary of one hundred eighteen thousand two hundred eighty dollars and thirty-six cents (\$118,280.36). Effective July 1, 2023 and July 1, 2024, this initial annual salary will receive the same COLA as is negotiated between the City and the Portsmouth Professional Management Alliance (“PMA”). All other benefits will follow the PMA contract.

The other provisions and format of this Employment Agreement are consistent with the template that the City uses for positions at this level.

The Fire Commission has approved this Employment Agreement, and I am pleased to recommend it to you for your approval.

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into between the Fire Commission, City of Portsmouth, New Hampshire (“Commission”) and Jason M. Gionet (“Employee”). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment, Term, And Domicile Requirement

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Assistant Fire Chief for the City of Portsmouth (“City”) for a three (3) year term commencing on September 1, 2022 and ending on August 31, 2025. The Commission and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote his professional efforts to the successful fulfillment of his responsibilities to the Commission and the City.

The Employee agrees to maintain a domicile within fifteen (15) miles of Portsmouth’s Central Fire Station throughout the term of this Agreement. The Employee’s failure to comply with this requirement may, at the sole option of the Commission, be considered grounds for termination for cause, as per the provisions of Section 5 below.

3. Salary

Effective September 1, 2022, the Employee will be placed on Grade 23, Step E of the City of Portsmouth Non-Union Salary Schedule, resulting in a starting salary which is **one hundred eighteen thousand two hundred eighty dollars and thirty-six cents (\$118,280.36)** per annum, payable in no fewer than twenty-six installments and subject to such deductions as may be authorized by the Employee or as may be required by law. This starting salary already includes a 2.05% COLA for 2022-2023. If the Portsmouth Professional Management Association (“PMA”) negotiates a COLA increase that exceeds 2.05% for 2022-2023, the Employee will be entitled to an additional increase to base salary that is equal to the difference between 2.05% and the COLA increase negotiated by PMA. Thereafter, the Employee will continue to receive salary step increases consistent with existing City policy. Effective July 1, 2023 and July 1, 2024 the Employee will also be entitled to the same COLAs as those set forth in the collective bargaining agreement between the City and PMA. Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements.

4. Certification

This Section is not applicable to the Assistant Fire Chief position.

5. Termination for Cause

This Agreement may be terminated by the Commission at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission, or the City; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City or as directed by the Commission.

Termination for Cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission shall hold this hearing within twenty (20) days after receipt of such request. The Commission shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

6. Termination with Severance Payment

If at any time the Commission in its discretion shall so determine, the Commission may, without cause and with or without prior notice, relieve the Employee of his duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be six (6) month's salary or the balance of the Agreement, whichever is less. As is set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

7. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

8. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission, the City, and the employees, elected or appointed officials, officers, agents, representatives, and attorneys of such entities.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits will be established by the collective bargaining agreement currently in place between the City and PMA. The exceptions will be described in detail in Section 10 below.

10. Exception to Benefits in Section 9

In lieu of or in addition to the benefits identified in Section 9 above, the Employee will also be entitled to the following:

- a. The Assistant Fire Chief will be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Assistant Fire Chief is on-call at all times it is understood that the automobile may also be used for personal business.
- b. Subject to budgetary constraints, the City agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Commission of any courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the City for the entire cost of tuition and textbooks.

AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.

For the Commission/Board:

Employee:

Date:

Date:

Approved by the Portsmouth City Council:

Certified by the City Clerk

City Clerk

THOMAS M. CLOSSON
ATTORNEY AT LAW PLLC

379 Amherst Street, Suite #2
PMB 231
Nashua, New Hampshire 03063
603-759-6614
thomas.closson@nhlaborlaw.com

To: City Manager Conard, Mayor McEachern, and Members of the City Council
From: Tom Closson
Re: Proposed Employment Agreement with incoming Deputy Chief of Police Michael Maloney
Date: September 26, 2022

Attached for your consideration is a proposed 4-year employment agreement with incoming Deputy Chief of Police Michael Maloney. The Police Commission has approved this Employment Agreement.

The Employment Agreement calls for an initial annual salary of \$135,261.54, with subsequent annual salary increases of 2.75%. Deputy Chief Maloney will also be entitled to COLAs consistent with the City's standard calculation of the rolling 10 year average of the CPI-U, between 2% and 5%.

The Employment Agreement also outlines Deputy Chief Maloney's benefits, which are in accordance with the benefits provided to other City employees under either the current collective bargaining agreement with the Portsmouth Professional Management Association or the Portsmouth Police Ranking Officers Association.

The Police Commission has approved this Employment Agreement, and I am pleased to recommend it to you for your approval.

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into between the Police Commission, City of Portsmouth, New Hampshire (hereinafter called "Commission") and Michael Maloney (hereinafter called "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Term

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Deputy Chief of Police of the City of Portsmouth, New Hampshire for a term commencing on the date that this Agreement is approved by the Portsmouth City Council and ending on June 30, 2026. The parties may, by written agreement executed by both parties and approved by the Portsmouth City Council, agree to extend the term of this Agreement. The Commission and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote his professional efforts to the successful fulfillment of the responsibilities of Deputy Chief of Police as described by New Hampshire Statute and the rules and regulations of the Portsmouth Police Department.

3. Salary

Commencing on the date that this Agreement is approved by the Portsmouth City Council, the Employee will receive a salary of \$135,261.54 subject to such deductions as may be authorized by the Employee and/or as may be required by law. Thereafter, commencing July 1st of each contract year, the Employee will receive annual salary increases of 2.75%. Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements. Effective July 1st of 2023, 2024, and 2025, a COLA to the Employee's base salary shall be computed which shall not be less than 2% nor more than 5%. The COLA shall be determined by taking the 10-year average of the CPI-U for the Boston-Cambridge-Newton—MA-NH all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to-adopt the official reference base as used by BLS.

4. Certification

During the term of this Agreement, the Employee will be required to maintain certification as a full-time police officer as required by the New Hampshire Police Standards and Training Council.

5. Termination for Cause

This Agreement may be terminated by the Commission at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position.

Termination for cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission shall hold this hearing within twenty (20) days after receipt of such request. The Commission shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a termination for cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

6. Termination with Severance Payment or Reassignment

If at any time the Commission in its discretion shall so determine, the Commission may, without cause and with or without prior notice, relieve the Employee of his duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be equal to twelve (12) months' salary or the balance of the salary remaining under the term of the Agreement, whichever amount is less. As set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

In the event that the position of Deputy Police Chief is eliminated, or if the Employee's employment as Deputy Chief of Police is terminated for reasons other than for cause or voluntary resignation, in lieu of receiving any severance benefits, the Employee may opt for reassignment to another position in the Portsmouth Police Department, such position to be selected by the Chief of Police at his/her sole discretion, provided that the Employee will also be returned to the level of compensation and benefits he was earning immediately prior to the execution of this contract.

7. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission thirty (30) days written

notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

8. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives, and attorneys of such entities.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits shall be established by the collective bargaining agreement currently in place between the City of Portsmouth and the Professional Management Association ("the PMA CBA"). The exceptions shall be described in detail in Section 10 below.

10. Exception to Benefits in Section 9

In lieu of or in addition to the compensation enumerated in Section 9, the Employee shall also be entitled to the following:

- a. The Employee will maintain the following fringe benefits consistent with the terms of the Portsmouth Police Ranking Officers CBA and not the PMA CBA: workers' compensation insurance; liability insurance; and the Employee's level of clothing allowance, education stipend, annual accrual and personal day accrual as of the date of this Agreement.
- b. The Employee will maintain the paid leave that he has currently accrued. With respect to his accrued annual leave, beginning on January 1, 2023, the Employee will be required to comply with the cap for annual accrual included in the PMA CBA.
- c. The Employee shall be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Deputy Chief of Police is on-call at all times, it is understood that the automobile may also be used for personal business.
- d. Subject to budgetary constraints, the City agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Commission of all courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he

- will be required to reimburse the City for the entire cost of tuition and textbooks.
- e. The City recognizes that certain expenses of a non-personal and generally job-related nature will be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits, subject to budgetary authorization to be approved by the Commission as an element of the annual Department budget.
- f. The City hereby agrees to pay, within budgetary constraints and subject to the prior approval of the Commission, the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations, necessary and desirable for his continued professional participation, growth and advancement.

AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.

For The Commission

_____ Date

_____ Date

_____ Date

Employee

_____ Date

Approved By The City Council

Date

Certified By The City Clerk

Date

THOMAS M. CLOSSON
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Nashua, New Hampshire 03063
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To: City Manager Conard, Mayor McEachern, and Members of the City Council
From: Tom Closson
Re: Tentative Agreement with the Portsmouth Supervisory and Management Alliance
Date: September 26, 2022

Attached for your consideration is a proposed 3-year collective bargaining agreement with the Portsmouth Supervisory and Management Alliance (“the Union”). The Union has already voted to ratify this tentative agreement.

In addition to a handful of relatively minor language changes and/or corrections, this tentative agreement includes the following material terms:

- An increase of 4% to base wages, effective July 1, 2022;
- An additional COLA of 2.05% (based on the rolling 10-year CPI-U average) effective July 1, 2022;
- A base wage increase tied to the rolling 10-year CPI-U average, with a floor of 3% and a ceiling of 5%, effective July 1, 2023;
- A base wage increase tied to the rolling 10-year CPI-U average, with a floor of 2% and a ceiling of 5%, effective July 1, 2024;
- An increase in the weekly on-call stipend from \$175 to \$225;
- Movement of certain positions to the Portsmouth Professional Management Association bargaining unit;
- Addition of Juneteenth as a holiday;
- An expansion of the City’s discretion in placing new employees on the wage scale;
- A clarification and improvement of worker’s compensation and course reimbursement language;
- Annual increases to longevity steps consistent with the rolling 10-year CPI-U average; and

- Creation of a joint labor/management committee to study the possible creation of a “single bucket” paid time off program, in lieu of the current vacation leave/sick leave/personal leave/etc. program.

Exhibit 1 is a summary of the tentative agreement. Exhibit 2 is a costing analysis prepared by Roberta Orsini, Operations Manager for the Department of Public Works. Exhibit 3 is a red-lined copy of the resulting collective bargaining agreement.

I am pleased to recommend this tentative agreement to you.

EXHIBIT 1

CITY OF PORTSMOUTH
And
PORTSMOUTH SUPERVISORY MANAGEMENT ALLIANCE

CITY'S PACKAGE PROPOSAL FOR
AUGUST 29, 2022¹

<u>CBA SECTION</u>	<u>PROPOSED CHANGE</u>
Throughout	Eliminate gender specific language.
Section I-C (Recognition)	Move these positions to PMA effective July 1, 2022: Assistant Recreation Director; Senior Services Supervisor (Senior Services Coordinator); Recreation Supervisor I (Recreation Supervisor); and Recreation Supervisor II (Spinnaker Point Supervisor).
Section II-D (Employment and Termination)	Change language to the following: <u><i>"All new jobs and vacancies within the bargaining unit will be emailed to all staff and posted for at least seven (7) days on the City's website before being filled. All internal candidates may apply and will be interviewed."</i></u>
Section II-D (Employment and Termination)	Add the following: <u><i>"The City will have discretion to hire new employees, including part-time employees, at the Step commensurate with their prior relevant experience, as determined by the City."</i></u>
Section III-C2 (Leave of Absence)	Change language to the following: <u><i>"In case of accidental personal injury to any employee arising out of any accident in the course of their employment, the City will pay to the employee the difference between the amount received from the insurance carrier and the employee's regular pay. Employees will see the deduction of payment on their paystub as 'Worker's Compensation.' In no event will such payment by the City exceed fifty-two (52) weeks."</i></u>

¹ This is a package proposal meaning that if the Union rejects or modifies any single proposal, the entire package proposal will be considered rejected.

Section IV-A (Pay Increases, Longevity, Medical Insurance) – A (COLA Adjustment)	2.05% increase (based on existing 10-year rolling COLA calculation) plus an additional 4% increase, effective July 1, 2022. <u>See the attached chart.</u>
Section IV-A (Pay Increases, Longevity, Medical Insurance) – A (COLA Adjustment)	Existing 10-year rolling COLA calculation <u>with 3% floor</u> effective July 1, 2023. Existing 10-year rolling COLA calculation <u>with 2% floor</u> effective July 1, 2024.
Section IV-C (Pay Increases, Longevity, Medical Insurance)	Increase DPW weekly on-call stipend from \$175 to <u>\$225.</u>
Section IV-F (Pay Increases, Longevity, Medical Insurance)	Add AB 15 plan as an additional health insurance option.
Section IV-F (Pay Increases, Longevity, Medical Insurance)	Delete “Cadillac Tax” language.
Section IV-F (Pay Increases, Longevity, Medical Insurance)	Change health insurance opt-out stipend to \$500.00 per quarter.
Section IV-H (Pay Increases, Longevity, Medical Insurance)	Increase longevity payments by existing 10-year rolling COLA calculation in each year of the contract.
Section IV-N (Pay Increases, Longevity, Medical Insurance)	Add the following language: <u>“The City agrees to provide tuition reimbursement to members of the bargaining unit who complete courses relating to their current job responsibilities or as part of an approved career development program. Courses must be approved in advance by the Department Head and the Human Resources Department. Approval of courses will be dependent on consideration of the relevancy of the course to the employee’s current job responsibilities.</u>

	<p><u>the number of employees applying for the benefit, and the funds available. Reimbursement for such courses will not exceed fifteen hundred dollars (\$1,500.00) per employee, per fiscal year, with the total amount paid under this provision for the entire bargaining unit not to exceed the amount budgeted by the City. Once a course has been approved, the employee will be reimbursed upon presentation of written proof of satisfactory completion of the course to the Human Resources Department. Any bargaining unit member who receives this benefit must continue satisfactory employment with the City for at least one (1) year after receiving reimbursement. If a bargaining unit member leaves employment with the City prior to expiration of this one (1) year period, the employee agrees to repay a pro-rated portion of this tuition reimbursement to the City."</u></p>
Section IV-O (Pay Increases, Longevity, Medical Insurance)	Implement PMA Step schedule. <u>See</u> the attached chart.
Section VI-A3 (Hours of Work and Overtime)	Allow properly requested and approved sick leave to count toward hours worked for purposes of calculating overtime.
Section VII (Sick Leave)	Adopt PMA sick pay provisions.
Section VII (Sick Leave)	Adopt PMA sick pay payback provision.
Section VII-D (Sick Leave-Payout)	Add "For employees hired prior to July 1, 1996..."
Section VIII (Holidays)	Add Juneteenth as a paid holiday.
Miscellaneous	Eliminate waiting period for the use of leave time.
Miscellaneous	The City and the Union agree to create a joint labor management committee, comprised of an equal number of representatives from the City and the Union, for the purpose of discussing possible transition to

	<p>a "Paid Time Off system" (in lieu of the current sick leave/vacation leave/personal leave/etc. system). This committee will be charged with considering the pros/cons of such transition and presenting relevant written findings to both City leadership and Union leadership. The committee's findings will not be binding on either the City or the Union but will be considered in the parties' bargaining for a successor CBA.</p>
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**CITY OF PORTSMOUTH
SUPERVISORY MANAGEMENT ALLIANCE
2022-2023 SALARY SCHEDULE**

GRADE	POSITION		Hire - 12 Mo	5%	5%	5%	5%	1%	1.75%	2%
			STEP A	12 - 24 Mo STEP B	24 - 36 Mo STEP C	36 - 48 Mo STEP D	48 - 60 Mo STEP E	7.5 years STEP F	10 years STEP G	15 years STEP H
12	Lead Mechanic	Annual	\$59,651.85	\$62,634.44	\$65,766.17	\$69,054.47	\$72,507.20	\$73,232.27	\$74,513.83	\$76,004.11
	Parking Enforcement Supervisor	Bi-Weekly	\$2,294.30	\$2,409.02	\$2,529.47	\$2,655.94	\$2,788.74	\$2,816.63	\$2,865.92	\$2,923.24
	Pool Supervisor	Hourly	\$28.68	\$30.11	\$31.62	\$33.20	\$34.86	\$35.21	\$35.82	\$36.54
	Parking Foreman I			5.00%	5.00%	5.00%	5.00%	1.00%	1.75%	2.00%
13	Water Foreman I	Annual	\$62,581.11	\$65,710.16	\$68,995.67	\$72,445.45	\$76,067.72	\$76,828.40	\$78,172.90	\$79,736.36
	Sewer Foreman I	Bi-Weekly	\$2,406.97	\$2,527.31	\$2,653.68	\$2,786.36	\$2,925.68	\$2,954.94	\$3,006.65	\$3,066.78
	Highway Foreman I	Hourly	\$30.09	\$31.59	\$33.17	\$34.83	\$36.57	\$36.94	\$37.58	\$38.33
	Facilities Foreman			5.00%	5.00%	5.00%	5.00%	1.00%	1.75%	2.00%
	Asst. Chief Plant Operator									
	Water Meter Billing Foreman I									
	Construction Project Coordinator									
	Prescott Park Foreman I									
	Parking Garage Foreman I									
	Tree Supervisor/Arborist									
	Utility Inspection Maintenance Foreman									
14	Equipment Mechanic Foreman II	Annual	\$65,676.34	\$68,960.16	\$72,408.16	\$76,028.57	\$79,830.00	\$80,628.30	\$82,039.38	\$83,680.08
	Parks & Greenery Foreman II	Bi-Weekly	\$2,526.01	\$2,652.31	\$2,784.93	\$2,924.18	\$3,070.38	\$3,101.09	\$3,155.36	\$3,218.46
	Treatment Operations Foreman	Hourly	\$31.58	\$33.15	\$34.81	\$36.55	\$38.38	\$38.76	\$39.44	\$40.23
15	General Foreman	Annual	\$68,933.68	\$72,380.36	\$75,999.38	\$79,799.35	\$83,789.32	\$84,627.21	\$86,108.19	\$87,830.35
	Construction Tech. Supervisor	Bi-Weekly	\$2,651.30	\$2,783.86	\$2,923.05	\$3,069.21	\$3,222.67	\$3,254.89	\$3,311.85	\$3,378.09
		Hourly	\$33.14	\$34.80	\$36.54	\$38.37	\$40.28	\$40.69	\$41.40	\$42.23
				5.00%	5.00%	5.00%	5.00%	1.00%	1.75%	2.00%
16	Chief Plant Operator	Annual	\$72,353.06	\$75,970.71	\$79,769.25	\$83,757.71	\$87,945.60	\$88,825.05	\$90,379.49	\$92,187.08
	Non-Exempt	Bi-Weekly	\$2,782.81	\$2,921.95	\$3,068.05	\$3,221.45	\$3,382.52	\$3,416.35	\$3,476.13	\$3,545.66
		Hourly	\$34.79	\$36.52	\$38.35	\$40.27	\$42.28	\$42.70	\$43.45	\$44.32
17		Annual	\$75,970.71	\$79,769.24	\$83,757.71	\$87,945.59	\$92,342.87	\$93,266.30	\$94,898.46	\$96,796.43
		Bi-Weekly	\$2,921.95	\$3,068.05	\$3,221.45	\$3,382.52	\$3,551.65	\$3,587.17	\$3,649.94	\$3,722.94
		Hourly	\$36.52	\$38.35	\$40.27	\$42.28	\$44.40	\$44.84	\$45.62	\$46.54
				5.00%	5.00%	5.00%	5.00%	1.00%	1.75%	2.00%
18	Chief Plant Operator	Annual	\$79,384.65	\$83,353.88	\$87,521.57	\$91,897.65	\$96,492.53	\$97,457.46	\$99,162.96	\$101,146.22
	Exempt	Bi-Weekly	\$3,053.26	\$3,205.92	\$3,366.21	\$3,534.52	\$3,711.25	\$3,748.36	\$3,813.96	\$3,890.24
			5.00%	5.00%	5.00%	5.00%	1.00%	1.75%	2.00%	

SUPERVISORY MANAGEMENT ALLIANCE
PROPOSED SALARIES/STEPS
FY23 through FY25

EMPLOYEE	DATE OF HIRE	YEARS OF SERVICE (as of 8/29/22)	PREVIOUS UPGRADE	Grade	FY23	FY23	FY23	4% Salary Adj. 2.05% COLA PLUS STEPS	FY24	3% COLA PLUS STEPS	FY25	2% COLA PLUS STEPS
					BUDGETED STEPS	BUDGETED SALARY	YEAR ONE STEPS	YEAR ONE SALARY	YEAR TWO STEPS	YEAR TWO SALARY	YEAR THREE STEPS	YEAR THREE SALARY
BAXTER, CHARLES	7/25/2016	6 Years, 1 Months	11/15/2021	14	4.5D/7.5E	73,875	4.5D/7.5E	78,004	4.5E/7.5F	82,224.90	F	84,708.09
BEEVERS, JASON	9/17/2007	14 Years, 11 Months	-	13	F	73,644	G	78,173	H	82,128.45	H	83,771.02
BELL, JEFF	8/20/2016	6 Years, 0 Months	12/28/2021	12	6A/6B	57,610	6A/6B	61,143	6B/6C	66,059.11	6C/6D	70,821.29
BOISVERT PHILLIP	11/6/2017	4 Years, 9 Months	12/30/2019	14	6C/6D	69,930	6C/6D	74,218	6D/6E	80,104.02	10E/2F	84,009.18
CASAD, MICHAEL	5/26/1998	24 Years, 3 Months	2/4/2019	15	7F/5G	82,049	5G/7H	87,113	H	90,465.26	H	92,274.57
CONROY, PETER	9/5/2017	4 Years, 11 Months	2/23/2019	16	E	82,864	E	87,946	E	90,583.96	8E/4F	92,703.63
DELBENE, FRANK	2/4/2015	7 Years, 6 Months	7/1/2022	13	D	68,260	D	72,445	E	78,194.31	F	80,715.92
DUMONT, JAMES	1/25/1992	30 Years, 7 Months	-	15	F	81,119	G	86,108	H	90,132.67	H	92,274.57
DUMONT, JAMES	1/25/1992	30 Years, 7 Months	-	15	G	83,350	*	88,461	*	91,114.91	*	92,937.21
FAULKNER WILLIAM	4/16/2001	21 Years, 4 Months	11/15/2021	15	F	81,119	G	86,108	H	90,132.67	H	92,274.57
GREEN, TIMOTHY	2/10/2020	2 Years, 6 Months	-	14	E	75,218	E	79,830	E	82,224.90	E	83,869.40
HALLOWELL, CORIN	9/3/2013	8 Years, 11 Months	1/29/2018	14	E	75,218	E	79,830	F	83,047.15	G	86,190.49
LOVELY DAVID	6/17/2019	3 Years, 2 Months	-	16	E	82,864	E	87,946	E	90,583.96	E	92,395.64
NICOLS, SHANE	3/14/2016	6 Years, 5 Months	7/18/2022	13	N/A	68,260	D	72,445	E	78,349.76	2.5E/9.5F	80,549.43
PAGANELLI, MIKE	3/11/2019	3 Years, 5 Months	6/12/2022	14	N/A	64,976	B	68,960	C	74,432.43	D	79,875.62
SANTANA, ELIO	3/14/2022	0 Years, 5 Months	-	13	8A/4B	59,948	8A/4B	63,624	8B/4C	68,668.49	8C/4D	73,694.97
SHEA, TOBIAS	7/8/2019	3 Years, 1 Months	-	13	D	68,260	D	72,445	E	78,194.31	E	79,916.75
SNYDER KARL	7/3/2006	16 Years, 1 Months	9/11/2017	13	2.5E/9.5F	54,926	4F/8G	77,725	4G/8H	81,390.37	H	83,771.02
SPARKS, DOUG	5/26/1999	23 Years, 3 Months	10/19/2021	13	3.5C/8.5D	67,312	3.5C/8.5D	71,439	3.5D/8.5E	77,106.12	3.5E/8.5F	80,482.83
ST. HILAIRE, SHAWN	10/3/2018	3 Years, 10 Months	FT: 2/3/21, 1/24/2022	12	7A/5B	57,376	7A/5B	60,895	7B/5C	66,327.92	7C/5D	70,533.39
TILBURY, ANDREW	3/26/2018	4 Years, 5 Months	-	13	E	71,673	E	76,068	E	78,349.76	E	79,916.75
TOW, JAMES	10/31/2014	7 Years, 9 Months	-	15	E	78,948	E	83,789	F	87,166.03	F	88,909.35
TSANTOULIS, LANCE	4/8/2019	3 Years, 4 Months	2/10/2020	13	7.5C/4.5D	66,228	7.5C/4.5D	70,289	7.5D/4.5E	75,862.47	E	79,916.75
VAN BINSBERGEN LEXI	1/22/2001	21 Years, 7 Months	5/3/2021	12	10D/2E	65,607	10D/2E	69,630	10E/2F	74,682.41	10F/2G	77,162.23
YOUNG, MARK	6/26/2006	16 Years, 2 Months	-	16	F	85,143	G	90,379	H	94,564.81	H	96,851.74

Notes:

The salary projections above represent a good faith effort to illustrate future step adjustments. Any errors will be corrected during implementation.
 Employees who have been promoted will continue to spend one year at a lower step before moving to the next higher step until their step coincides with their years of service.
 One employee was already at the highest step. Henceforth, this employee shall only receive COLA adjustments in accordance with the CBA.

EXHIBIT 2

The Portsmouth Supervisory Management Alliance (SMA)

NH Retirement Rate	14.06%	14.06%	13.53%	13.53%
Wage Adjustment		4%		
FICA/MEDI	0.0765%	0.0765%	0.0765%	0.0765%
COLA		2.05%	3.00%	2.00%

ALL FUNDS: GENERAL FUND, PARKING, STORMWATER, PRESCOTT PARK, WATER and SEWER (26 FTEs)
CURRENT CONTRACT-(Steps only/No COLA)

Wages	FY23 Base Year	FY23	FY24*	FY25 Projected 3-Yr Total
Salary	1,875,968	1,875,968	1,925,292	1,951,263
Longevity	12,665	12,665	14,695	16,706
Retirement	265,542	265,542	262,480	266,266
Medicare	27,385	27,385	28,130	28,536
Social Security	117,095	117,095	120,279	122,014
	2,298,656	2,298,656	2,350,876	2,384,785
				7,034,317

Year-to-Year CURRENT Gross Budget Change	-	52,220	33,909	86,130	Total Yr-to-Yr Increase*
% Change	0.00%	2.27%	1.44%	3.75%	Change FY23 to FY25
		*Reduction in Retirement Rate		1.25%	Avg % Change

PROPOSED TENTATIVE AGREEMENT-SMA GROSS BUDGET

Wages	FY23 Base Year	FY23	FY24*	FY25 Projected 3-Yr Total
Salary	1,875,968	1,991,092	2,105,684	2,176,598
Longevity	12,665	12,925	15,378	17,824
Retirement	265,542	281,765	286,980	296,905
Medicare	27,385	29,088	30,755	31,819
Social Security	117,095	124,249	131,506	136,054
	2,298,656	2,439,089	2,570,302	2,659,202
				7,668,593

Year-to-Year PROPOSED Gross Budget Change	140,434	131,213	88,899	360,546	Total Yr-to-Yr Increase
	6.11%	5.38% *Reduction in Retirement Rate	3.46%	15.69%	Change FY23 to FY25
				5.23%	Avg % Change per yr
DIFFERENCE CURRENT and PROPOSED	140,434	219,426	274,416	634,276	Net Cost FY23-FY25

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

Wages	FY23 Base Year	FY23	FY24*	FY25 Projected 3-Yr Total
Salary	-	115,124	65,268	44,943
Longevity	-	260	423	436
Retirement	-	16,223	8,276	6,140
Medicare	-	1,673	953	658
Social Security	-	7,154	4,073	2,813

TOTAL COST OF TENTATIVE AGREEMENT	140,434	78,993	54,990	274,416	Total Yr-to-Yr Increase
	6.11%	3.44%	2.34%	11.94%	Change FY23 to FY25
				3.98%	Avg % Change

CUMULATIVE TENTATIVE AGREEMENT COST

Difference Between "CURRENT" Gross Budget and "PROPOSED" Gross Budget

Wages	FY23 Base Year	FY23	FY24*	FY25 Projected 3-Yr Total
Salary	-	115,124	180,392	225,335
Longevity	-	260	683	1,118
Retirement	-	16,223	24,499	30,639
Medicare	-	1,673	2,626	3,284
Social Security	-	7,154	11,227	14,040

TOTAL COST OF TENTATIVE AGREEMENT	140,434	219,426	274,416	634,276	Net Cost FY23-FY25
				27.59%	Total Cumulative FY23-FY25
				9.20%	Avg % Change per yr

EXHIBIT 3

WORKING AGREEMENT

BETWEEN

CITY OF PORTSMOUTH, NEW HAMPSHIRE

AND

THE PORTSMOUTH SUPERVISORY MANAGEMENT ALLIANCE

July 1, ~~2019~~ 2022 through June 30, ~~2022~~ 2025

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The City of Portsmouth (hereinafter referred to as the "City") and the Portsmouth Supervisory Management Alliance (hereinafter referred to as the "the Alliance"), in order to maintain the morale, equal rights, well-being and security of the members of the Alliance, hereby agree as follows:

**SECTION I
RECOGNITION**

- A. Alliance personnel covered by this Agreement are those who are employed by the City of Portsmouth in positions identified in paragraph C below.
- B. Upon completion of the probationary period, each employee included in the bargaining unit will be given the opportunity to join the Association by completing the requisite authorization card and by agreeing in writing to pay the full Association dues. No employee included in the bargaining unit will be required to join the Association as a condition of hire or continued employment with the City.
- C. The following position classifications come under the provisions of the Alliance membership as set forth in this Agreement:
 - General Foreman
 - Water Foreman
 - ~~Assistant Recreation Director~~
 - Equipment Maintenance Foreman
 - Chief Plant Operator
 - Highway Foreman
 - Building Maintenance Foreman
 - Sewer Foreman
 - ~~Recreation Supervisor~~
 - Pool Supervisor
 - Assistant Chief Plant Operator
 - Parking Garage Supervisor
 - Water Meter Billing Foreman
 - Construction Technician Supervisor
 - ~~Senior Services Coordinator~~
 - Lead Mechanic
 - Parking Enforcement Supervisor
 - Construction Project Coordinator
 - Parks and Greenery Foreman
 - Arborist Foreman
 - Utility Inspection Maintenance Foreman
- D. The City hereby recognize that the Alliance is the sole exclusive representative of the permanent, full-time employees of the City and who are members of the Alliance for the purpose of bargaining with respect to wages, hours of work and working conditions, and the Alliance unreservedly accepts and recognizes the necessity of the City to operate within their budgets as set by the City Charter as amended.
- E. The City agrees for itself and any of its authorized agents that it will not bargain with any individual Alliance member on matters pertaining to wages, hours of work, working

conditions, transfers or promotions.

- F. The Alliance agrees for itself and its members that no member will bargain with the City or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, transfers or promotions.
- G. The City will pay the additional cost of a commercial driver's license to any employee obtaining such license and subsequent renewal.

SECTION II EMPLOYMENT AND TERMINATION

- A. All Alliance personnel covered by this Agreement shall have a check-off of their Alliance dues upon the signed authorization of Alliance member.
- B. All appointments of members of the Alliance bargaining unit will be made for a working test period of six months subject to close review as to ~~his/her~~ their competency to carry out ~~his/her~~ their assignments. The City Manager may, upon request of the Department Head, extend this working test period to a maximum of an additional three (3) months if, in their opinion, it is necessary. This period supplements the formal examination, etc., and is the final determination of whether the person shall be given regular status. The City Manager may extend the probation for an additional six months, for just cause.
- C. The relative fitness of the applicants for appointments or promotion for a position within the classified service, will be determined by the consideration and rating of any or all of the following qualification factors: experience, general adaptability, special aptitudes, physical fitness, knowledge, skills, personality, character, education and examination. All factors being equal, seniority shall determine appointment.
- D. All new jobs and vacancies within the bargaining unit will be emailed to all staff and posted for at least seven (7) days on the City's website before being filled. All internal candidates may apply and will be interviewed. The City will have discretion to hire new employees, including part-time employees, at the Step commensurate with their prior relevant experience, as determined by the City. All new supervisory or management vacancies shall be posted on the bulletin boards in advance for a period of seven (7) working days prior to the filling of the position.
 - 1. Written evaluations, initiated by the City Manager, Department Head, or the individual Alliance member, may be used as the basis for conferences pertaining to promotions. All parties are to initial the evaluation following the conference to indicate the evaluation has been read, but does not mean all parties agree with the evaluation.
 - 2. Each Alliance member shall be entitled to access to ~~his/her~~ their personnel file.
 - 3. In the event that a Department Head or the City Manager or their representative removes materials from an Alliance member's personnel file, a dated notation shall be placed in the file by the person or persons removing the material.
 - 4. No information contained in the files of a bargaining unit member will be released

to outside persons or agencies without prior approval of the member, except for verifying employment, duration or employment or salary. Each bargaining unit member, during normal working hours, shall have the right of review and/or duplicate materials in ~~his/her~~their file.

5. Although management agrees to protect the confidence of personal references and other similar material, it shall not maintain a separate personnel file that is not available for an employee's inspection.

E. When bidding on a new job (via promotion or transfer), the permanent full-time employee shall have a trial period of three (3) months in which ~~he/she~~they may request to be reinstated in ~~his/her~~their previous position.

F. When it becomes necessary to reduce the number of employees working for the City, because of lack of work or funds, the City Manager will then decide which Alliance member will be laid off. Analysis will be in the following order as referred to in the Merit System:

1. Efficiency;
2. Demoting Alliance personnel to lower classification for which they are qualified; and
3. All factors being equal, seniority will be the determining factor.

G. Bargaining unit Members separated from the service through no fault of their own, will be placed on a re-employment list in inverse order of the layoffs. Alliance personnel who are re-hired shall retain their seniority.

H. The City agrees that it will not discriminate against, intimidate, or coerce Alliance personnel in the exercise of their rights to bargain collectively through the Alliance because of ~~his/her~~their membership therein or ~~his/her~~their activities on behalf of the Alliance.

I. A bargaining unit member's seniority shall commence with ~~his/her~~their hiring date, provided the member is not discharged and is in the Department's continuous employ beyond the probationary period.

There shall be one seniority list.

J. A bargaining unit member shall not forfeit seniority during absence caused by:

1. Illness resulting in total temporary disability due to ~~his/her~~their regular work with the Department, certified by an affidavit from the Worker's Compensation Carrier;
2. Illness related to ~~his/her~~their employment and not the result of ~~his/her~~their own misconduct resulting in total temporary disability, certified to by a physician's affidavit every three (3) months.

K. If a bargaining unit member leaves the service of the City in good standing and is subsequently re-employed, ~~he/she~~they shall incur no loss of longevity benefits accrued

prior to ~~his/her~~ their leaving said service, and all longevity shall be restored to him/her upon re-employment.

**SECTION III
LEAVE OF ABSENCE**

- A. Bargaining Unit Members shall be entitled to the following leaves of absence:
1. Leave may be granted to Alliance members for the purpose of attending conferences, committees or meetings of the like without loss of salary or benefits subject to approval of the City Manager. This leave may be granted to one member for three (3) days or three members for one (1) day each as requested by the Union.
 2. Two (2) days leave may be granted for personal business which cannot be transacted at any other time. Said personal leave shall be non-accumulative and based on the contract year usage (July 1st to June 30th). Wherever possible, twenty-four (24) hour notice shall be given and the leave must be approved by the Department Head prior to use. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal days, an employee must have completed his or her probationary 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.
 3.
 - A. All employees shall be entitled to bereavement leave up to three (3) days with pay for a death in the immediate family.
 - B. An additional two (2) days may be granted by the Department Head, at ~~his/her~~ their discretion, for a death in the immediate family.
 - C. Immediate family shall be defined as follows: Spouse, child, adopted child, parent, parent by adoption, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law,
 - D. Employees shall be entitled to one (1) day of bereavement leave to attend the funeral of the following family members: aunt, uncle, grandparent-in-law, niece and nephew.
 - E. Extensions may be granted by application to the Department Head.
 4. Paid leave for juror or witness service will be granted for the period of time ~~he/she~~ their is unable to return to work. A copy of all or any subpoena along with any monies received for this service (other than personal expenses, such as travel) shall be transmitted to the City Controller.

B. Leave Without Pay

Written leaves of absence without pay may be granted by the City Manager as appropriate for a period of six months. Upon expiration of the leave, the employee will be reinstated to the

position held before the leave was granted.

C. Accidental Injuries

1. The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement.
2. ~~In case of accidental personal injury to any employee arising out of any accident in the course of their employment, the City will pay to the employee the difference between the amount received from the insurance carrier and the employee's regular pay. Employees will see the deduction of payment on their paystub as "Worker's Compensation." In no event will such payment by the City exceed fifty-two weeks, covered by this Agreement arising out of and in the course of his/her/their employment, the City shall adjust the employee's pay so that he nets the same amount as if he had actually worked. This shall be accomplished by either paying the difference to the employee, or if the Worker's Compensation benefit is more than the net pay, the City shall deduct the amount of the difference from a withholding account. Any payments by the City shall be made until the employee is able to return to work, but in no event shall such payments by the City exceed fifty-two (52) weeks.~~
3. If, during the incapacitation of any employee due to injury arising out of the course of his employment, the employee shall be entitled to annual leave in accordance with this Section V. Paragraph A., then said employee shall be indemnified in pay or awarded annual leave at a later date equal to the annual leave lost because of the said injury at the discretion of the Department Head.

D. Military Leave of Absence

Any bargaining unit member who is ordered for active military service as a member of the Armed Forces of the United States of America, or who is engaged in activities in the Reserve Forces of the United States of America, or State National Guard, shall be granted leave of absence to perform such military duties with the City paying the difference in salary between the employee's base pay and his military pay for said duty and without loss of leave time. Such leave shall be considered military leave. However, the payment of the salary differential shall not exceed fourteen (14) days a year and shall not apply to regular monthly meetings.

E. 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 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).

F. Medical Appointments

The City shall allow each full-time permanent employee time off with pay for a doctor, dentist, hospital or other medical related appointments not lasting over two (2) hours per appointment. Employees may take time off in half hour increments but will not exceed a total of 6 hours per contract year.

**SECTION IV
PAY INCREASES, LONGEVITY, MEDICAL INSURANCE**

A. COLA ADJUSTMENT

Effective July 1, ~~2019~~2022, Employees will be compensated according to the Salary Schedule attached hereto at Appendix A. ~~Effective July 1, 2020 and July 1, 2021, July 1, 2023~~ a COLA Adjustment percentage increase to the Salary Schedule shall be computed which shall not be less than ~~23%~~ nor more 5%. Effective July 1, 2024 a COLA Adjustment percentage increase to the Salary Schedule shall be computed which shall not be less than 2% nor more 5%.

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

~~Thus if the ten (10) year rolling average in the CPI-U for the Boston SMSA calendar year 2004 (Nov. 2003-Nov. 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 this three (3) year Working Agreement expires without a successor Working Agreement being settled prior to July 1, ~~2022-2025~~ that no further COLA adjustments after July 1, ~~2021-2024~~ 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 is 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, ~~2022~~2025.

- B. Any bargaining unit member working more than forty (40) hours in a work week as set forth in Section VI A shall be paid at the rate of one and one-half (1 1/2) times ~~his or her~~their rate of pay.
- C. An employee called in after hours shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times ~~his or her~~their rate of pay. Any member of the bargaining unit who is required to be on call for a week at a time will be paid a stipend of ~~one hundred and seventy-five dollars (\$175.00)~~ two hundred and twenty-five dollars (\$225.00) for the week. The Water Chief Plant Operator called out during off-duty hours will earn one-half day comp

time, subject to Supervisor's approval, with a maximum of ten (10) days of accrual and limited to one-half day accrual during any day.

- D. An employee promoted to a position which has a higher maximum hourly rate shall receive a pay raise for one step over ~~his/her~~ their present rate upon promotion or to the minimum of the new position, whichever is greater, and such increase as is set forth in the Salary Plan, thereafter, based upon the date of promotion.
- E. All general increases shall be additional to the step increases to which the employees are entitled.
- F. Medical Insurance: The City will provide health insurance for all bargaining unit members for individual, two person, or family coverage as appropriate. ~~Effective July 1, 2019, the City will continue to provide coverage under the AB 20 10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost. Effective July 1, 2020, the premium cost-sharing arrangement will change, with the City paying 87.5% of the premium cost and the employee paying 12.5% of the premium cost. Effective July 1, 2021, the premium cost-sharing arrangement will change, with the City paying 85% of the premium cost and the employee paying 15% of the premium cost. The City also reserves the right to provide employees with the option of health insurance coverage under the AB 15 plan. 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).~~

~~The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. No additional employees shall receive such stipends when both spouses work for the City. In order to receive health insurance opt-out stipend, employee must present proof of enrollment in alternative employer-sponsored health insurance plan that does not subject the City to any fees, fines or assessments under the Affordable Care Act. The City will pay a health insurance opt-out stipend of five hundred dollars (\$500.00) per quarter to any employee who is eligible for health insurance coverage under the terms of this agreement but who opts out of such health insurance coverage and provide the City with proof of alternative health insurance coverage. 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.~~

- G. The Association agrees to participate in a City-wide committee to explore health insurance options.
- H. 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:

	AMOUNT OF BONUS
After the completion of 5 years of service	\$320.37
After the completion of 10 years of service	\$640.74

After the completion of 15 years of service	\$961.10
After the completion of 20 years of service	\$1,281.47
After the completion of 25 years of service	\$1,601.84
After the completion of 30 years of service	\$1,922.21
After the completion of 35 years of service	\$2,242.58

These longevity bonuses will increase by the 10-year rolling average CPI-U COLA calculation on July 1, 2020-2023 and July 1, 2021-2024.

- I. The City shall undertake to defend and pay any judgement issued against an employee covered by this Agreement arising out of an act of omission of the employee for personal injury, including death or damage to property while the employee was engaged in the performance of his duties.
- J. The City shall enroll all members of the Alliance in the SchoolCare – Plan 2 1500 Max (DPO2C) for individual, two-person or family coverage or equal and comparable coverage.
- K. The City shall provide a group life insurance policy for all eligible members of the Association in the amount of the current annual pay of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy.
- L. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this agreement — such plan would only become effective if ratified by the Association, approved by the city Manager and approved by the City Council.
- M. The City will provide long-term disability insurance to members of the bargaining unit with no cost to the employee.
- N. The City agrees to provide tuition reimbursement to members of the bargaining unit who complete courses relating to their current job responsibilities or as part of an approved career development program. Courses must be approved in advance by the Department Head and the Human Resources Department. Approval of courses will be dependent on consideration of the relevancy of the course to the employee’s current job responsibilities, the number of employees applying for the benefit, and the funds available. Reimbursement for such courses will not exceed fifteen hundred dollars (\$1,500.00) per employee, per fiscal year, with the total amount paid under this provision for the entire bargaining unit not to exceed the amount budgeted by the City. Once a course has been approved, the employee will be reimbursed upon presentation of written proof of satisfactory completion of the course to the Human Resources Department. Any bargaining unit member who receives this benefit must continue satisfactory employment with the City for at least one (1) year after receiving reimbursement. If a bargaining unit member leaves employment with the City prior to expiration of this one (1) year period, the employee agrees to repay a pro-rated portion of this tuition reimbursement to the City. Employees will be entitled to a course reimbursement up to \$2,000 per fiscal year, by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager is required. Reimbursement shall be contingent upon successful completion of the course.
- O. Employees shall be paid in accordance with the following schedule:

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First Hire - 12 months	_____	Step A
After 12 - 24 months satisfactory service	_____	Step B
After 24 - 36 months satisfactory service	_____	Step C
After 36 - 48 months satisfactory service	_____	Step D
After 48 - 60 months satisfactory service	_____	Step E
After 120 months <u>7.5 years</u> satisfactory service	_____	Step F
After 300 months <u>10 years</u> satisfactory service	_____	Step G
After 15 years satisfactory service	_____	Step H

**SECTION V
ANNUAL LEAVE**

- A. Bargaining Unit Members shall be paid for actual time worked, all approved leaves and all approved holidays.
- B. Bargaining Unit Members shall receive paid annual leave as follows after completing one (1) full year's service:
 - 1 through 60 months service ---- 6.664 hours/mo.
 - 61 through 72 months service ---- 7.336 hours/mo.
 - 73 through 84 months service ---- 8 hours/mo.
 - 85 through 96 months service ---- 8.664 hours/mo.
 - 97 through 108 months service ---- 9.336 hours/mo.
 - 109 through 120 months service ---- 10 hours/mo.
 - 121 through 132 months service ---- 10.664 hours/mo.
 - 133 through 144 months service ---- 11.336/mo.
 - 145 through 156 months service ---- 12 hours/mo.
 - 157 through 168 months service ---- 12.664 hours/mo.
 - 169 through 180 months service ---- 13.336 hours/mo.
- C. The accumulated leave allowed will be four hundred (400) hours per calendar year. Any unused annual leave at the end of the year may be applied to four hundred (400) hour cap. In the event an employee has accumulated more than four hundred (400) hours of unused annual leave at the end of each year, said employee shall be paid no more than eighty (80) hours accumulated annual leave in excess of four hundred (400) hours. Payment will be made in February following the calendar year.

**SECTION VI
HOURS OF WORK AND OVERTIME**

- A. The work week for a Bargaining Unit Member shall be as follows:
 - 1. Public Works: Forty (40) hours per week, Monday through Friday. The City may modify the Monday through Friday limitation in this provision for vacant and new positions or upon mutual agreement with an employee.
 - 2. Recreation: Any consecutive five days totaling forty hours. Compensatory time or overtime payment at the option of the Department Head based on 1 1/2 times salary after forty (40) hours.

3. Properly requested and approved paid leave, ~~except including properly requested and approved~~ sick leave, will be counted as hours worked for purposes of calculating overtime. Additionally, during a declared snow emergency, once an employee works sixteen (16) hours without a break a service, any additional hours worked in excess of sixteen (16) hours without a break in service will be paid at the employee's overtime rate.
- B. Non-Bargaining Unit Members may work overtime only on condition that members of the Alliance are not available.
 - C. Any Bargaining Unit Member who shall perform duties of a higher rate for more than five (5) consecutive days shall be paid at the higher rate of pay while performing such duty, but at no time shall any alliance member be paid at a lower rate than that at which he/she/their is classified except for demotion because of physical incapacity or under Section II, F.
 - D. COMP-TIME IN LIEU OF OVERTIME: The parties agree that in lieu of overtime, a department head (totally within his/her/their discretion) may grant comp-time if the employee agrees to accept it, subject to City Manager approval. Comp-time, if granted, must be granted in accordance with FLSA requirements.

SECTION VII SICK LEAVE

Eligibility: Sick leave without loss of pay shall be computed at the rate of ~~one hundred and twelve~~ fifteen (15) days per year (or 1.25 days per month). ~~(112) hours per year (or 9.334 hours per month).~~

- A. Employees hired prior to May 1, 1990 shall be entitled to Accumulated Sick Leave without limitation as to the number of days.
- B. Employees hired on or after May 1, 1990 shall have Sick Leave Accumulation limited to 1200 hours.
- 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. Employees in this category who have accrued at least eight hundred (800) sick hours at beginning of a calendar year will be entitled to be paid twenty four (24) sick hours pay if no sick hours are used in the calendar year and sixteen (16) sick hours of pay if eight sick hours are used in the calendar year.

PAYOUT

- D. ~~For employees hired prior to July 1, 1996, Upon upon~~ retirement from employment or termination of the employee, an amount equal to eighty-five percent (85.0%) of the employee's accumulated sick leave shall be paid to the employee. Upon death of an employee, while in the employment of the City, 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

- E. The parties agree that in the event the City Council appropriates money to use to buy out a portion of employee's sick leave, that each employee may accept buyout of any portion he or she voluntarily agrees to in writing based upon the terms offered. The parties recognize that if limited buyout funds are available, buyout offers will be made to employees based on seniority.

NOTICE PROVISIONS

- F. To be entitled to payment as set forth above, the employee must give the City notice by February prior to the fiscal year in which payment is to be made. If such notice is not given and the employee retires or voluntarily terminates employment, the employee will not be entitled to be paid for his or her accumulated sick leave until the first pay period of July following his or her retirement or termination or 120 days after his or her retirement or termination which ever is later. If the employee is involuntarily terminated by the City or leaves under one of the following exceptions notice will be waived and then the employee will be paid for his or her accumulated sick leave within seventy five days of termination.

1. Resignation at the request of the City Manager.
2. Disability retirement.
3. Retirement caused by serious illness or injury which otherwise does not qualify for disability retirement.
4. Retirement caused by a serious family illness where the employee is needed to attend the family member in need.
5. Other circumstances that arise precipitously which make it impossible for an employee to meet the notice requirements of this section, only if the City Manager approves in advance of the payment without the required notice.

[Employees who give sufficient notice will be able to receive payout in two separate years].

SECTION VIII HOLIDAYS

Alliance members shall be paid at their regular rate for the following legal holidays:

New Year's Day
Martin Luther King, Jr. Day (which is the State's
Civil Rights Day)
Washington's Birthday
Veteran's Day
One-half day on Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day
Monday if Christmas comes on Tuesday
Friday if Christmas comes on Thursday

In the event the City eliminates 1/2 day on Good Friday from the AFSCME Local 1386 contract in exchange for 1/2 day on Christmas Eve and 1/2 day on New Year's Eve, the Alliance will adopt the same schedule regarding these holidays.

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday for Alliance members. If a holiday falls on a Sunday, the following Monday shall be considered a holiday.

SECTION IX EQUIPMENT

- A. The City shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of a Department and the Alliance may meet once in ninety (90) days at the request of either party to discuss such regulations. The Alliance agrees that its members who are employees of a Department will comply with the Department's Rules and Regulations relating to safety, economy, continuity and efficiency of the service to the Department and the public.
- B. Each Department agrees to furnish raincoats and boots for all employees for whom such issue is necessary. The employees agree to exercise due care in the use and storage of such items. All replacements of previous issue shall be made only when an article is turned in or exchanged for one issued.
- C. Each Department shall furnish rubber gloves for all work on existing sewer lines.
- D. The Alliance and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them.
- E. All SMA bargaining unit members will be provided uniforms which must be worn when the employee is working if the departmental policy requires it.

Each department will be responsible for developing its own uniform policy.

All SMA employees will be entitled to reimbursement two (2) times per year, of up to one hundred and twenty five dollars (\$125.00) per reimbursement, for the purchase of appropriate, work-related footwear. Employees must submit a receipt to the City evidencing an appropriate purchase in order to receive this reimbursement. Each department shall have the right to establish specifications for footwear for jobs to ensure safety.

SECTION X GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an employee or group of members arising out of an interpretation of the provisions of this Agreement or conditions of employment implied but

not necessarily stated in this agreement.

A grievance to be considered under this procedure must be initiated by the member within seven (7) working days of its occurrence.

- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. (This is specifically meant to apply to situations where a department head might try to sit on a grievance and not respond to it.)
- C. Any member who has a grievance shall put it in writing with ~~his/her~~ their Department Head, in an attempt to resolve the matter at that level.
- D. If, as a result of the submission of the grievance, the matter is not resolved to the satisfaction of the member within seven (7) working days, ~~he/she~~ they shall set forth the grievance in writing to the City Manager or the Commission, as appropriate, specifying:
 - 1. The nature of the grievance and date occurred;
 - 2. The nature and extent of the loss or inconvenience;
 - 3. ~~His/her~~ Their dissatisfaction with decisions previously rendered.
 - 4. The results of previous discussion.

The City Manager shall communicate, their decision to the grievant in writing within seven (7) working days of receipt of the written grievance.

- E. If a grievance is not resolved to the Union's satisfaction, the Union will notify the City Manager within 15 working days after receipt of the decision of its intention to arbitrate or the decision rendered will be binding on both parties. Arbitrators shall be selected according to the procedures established by PELRB. The parties will share the cost of the arbitrator's fees on a 50/50 basis.
- F. It is further agreed that any arbitration rendered under this contract shall be subject to the review provisions of RSA-542.
- G. An arbitrator deciding a grievance under this contract shall have no authority to alter, amend, change, add to or delete, the terms of the contract of the parties.
- H. For the proposes of this section working days shall be Monday through Friday excluding Saturdays, Sunday and holidays.

SECTION XI AMENDMENT

- A. The signing of this Agreement by the authorized representative of the Alliance, and the City shall constitute the effective date of this Agreement.
- B. This Agreement remains in effect until June 30, ~~2022~~ 2025. Should neither party to this

Agreement initiate negotiations as required by law, this Agreement shall automatically be renewed.

- C. To promote peace and harmony, meetings between the Alliance and the City Manager shall be conducted at approximately 3:30 p.m.

SECTION XII CONFLICT

In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City in regard to wages, hours of work and working conditions, it is agreed that this Agreement shall govern the relationship between the parties.

SECTION XIII COPIES

Copies of this Agreement shall be provided to all Alliance members along with any appendices at the City's expense.

SECTION XIV ~~CLASSIFICATION STUDY~~ JOINT LABOR MANAGEMENT COMMITTEE

~~The City and the Union agree to create a joint labor management committee, comprised of an equal number of representatives from the City and the Union, for the purpose of discussing possible transition to a "Paid Time Off system" (in lieu of the current sick leave/vacation leave/personal leave/etc. system). This committee will be charged with considering the pros/cons of such transition and presenting relevant written findings to both City leadership and Union leadership. The committee's findings will not be binding on either the City or the Union but will be considered in the parties' bargaining for a successor CBA. The City will conduct a classification study of current positions with any recommended adjustments to be made to the City Council by January 15, 2020. The City Council will have the sole discretion to approve/reject the recommended adjustments.~~

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SECTION XV STANDBY MONITORING COMPENSATION SYSTEM

An employee required to be on stand-by to monitor and control the water system and/or the Waste Water System via a lap top computer or similar device during non-working hours will be compensated as follows:

1. ~~Effective July 1, 2019, \$3.00~~ \$3.50 per hour while on stand-by to monitor and control including responses to beeper alarms, computer trouble shooting, etc. and payable whether or not any alarms go off. ~~Effective July 1, 2020, this standby compensation will be increased to \$3.25 per hour, and effective July 1, 2021, this standby compensation will be increased to \$3.50 per hour.~~

2. When an employee who is on stand-by to monitor the system must come in to correct the ~~Problem~~ problem, the employee will receive a three (3) hour minimum at overtime rate. [As opposed to a 4 hour emergency call-in set forth in SMA Contract Section IV, Paragraph D].
3. It is understood that an employee who is on standby to monitor the system will not be paid for mileage or travel time if he/or must return to the plant to correct a problem.
4. The compensation system set forth in #1, #2, and #3 above shall be subject to revision if necessary to efficiently deal with operating conditions. Such revisions would have to be negotiated although interim adjustments could be put into effect pending negotiations.

**SECTION XVI
SIGNATURES**

Signed this _____ day of _____ ~~2019~~2022.

FOR THE CITY	FOR THE ASSOCIATION
--------------	---------------------

John P. Bohenko Karen Conard City Manager	Corin Hallowell David Lovely Negotiating Team Member President
Peter Rice Public Works Director	Mike Baker Negotiating Team Member
Thomas Closson City Negotiator	Charles Baxter Negotiating Team Member
	Peter Conroy Negotiating Team Member
	Tim Bailey Negotiating Team Member
	Brinn Sullivan Negotiating Team Member

Approved by the Portsmouth City Council on _____
July 15th, 2019.

Kelli Barnaby
City of Portsmouth
City Clerk

THOMAS M. CLOSSON
ATTORNEY AT LAW PLLC

CM Action Item #4

379 Amherst Street, Suite #2
PMB 231
Nashua, New Hampshire 03063
603-759-6614
thomas.closson@nhlaborlaw.com

To: City Manager Conard, Mayor McEachern, and Members of the City Council
From: Tom Closson
Re: Tentative Agreement between the Portsmouth School Board and the Association of Portsmouth School Administrators
Date: September 26, 2022

Attached for your consideration is a proposed 3-year collective bargaining agreement between the City of Portsmouth School Board and the Association of Portsmouth School Administrators. Both the Board and the Association have already voted to ratify this tentative agreement.

The proposed CBA is within the financial parameters established by the City Council. The proposed CBA also cleans up and updates many language deficiencies in the current CBA.

Exhibit 1 is a summary of the tentative agreement. Exhibit 2 is a costing analysis prepared by Nathan Lunney. Exhibit 3 is a red-lined copy of the resulting collective bargaining agreement.

The Portsmouth School Board has approved this TA, and I am pleased to recommend it to you for your approval.

EXHIBIT 1

**PORTSMOUTH SCHOOL BOARD
and
ASSOCIATION OF PORTSMOUTH
SCHOOL ADMINISTRATORS**

TENTATIVE AGREEMENT REACHED ON JULY 22, 2022

<u>CBA ARTICLE(S)</u>	<u>PROPOSAL</u>
All	Adopt gender neutral language throughout.
All	Fix spacing and font.
All	Redefine Robert J. Lister Academy “Principal” as “Program Director.” Add Portsmouth High School Curriculum Coordinator position. Add K-12 Athletic Director position.
Article III – Longevity	Effective July 1, 2022, July 1, 2023, and July 1, 2024, increase Longevity and Advanced Degree stipends by same percentage as increases to base salaries.
Article III – Longevity	Allow the District to recognize years of prior experience in education under a professional contract when initially placing a new Administrator (either an internal or an external hire) on an interval on the Advanced Degree stipend track.
Article V – Sick Leave	Add FMLA language.
Article VI – Personal Leave	Remove July 1, 2009 provision.

Article VI – Personal Leave	Add July 1 st as the effective date that personal leave will be credited to each employee. Increase annual allotment of personal days from two (2) to three (3).
Article XV – Salaries	<p>Effective July 1, 2022, increase base salaries by a COLA of 2.05%, and then increase base salaries by an additional 4%.</p> <p>Effective July 1, 2023, increase base salaries by a COLA consistent with current contract language but with floor of 3% (i.e. 10 year rolling average of the Boston-Cambridge-Newton CPI-U with a floor of 3% and a ceiling of 5%).</p> <p>Effective July 1, 2024, increase base salaries by a COLA consistent with current contract language (i.e. 10 year rolling average of the Boston-Cambridge-Newton CPI-U with a floor of 2% and a ceiling of 5%).</p>
Article XV - Salaries	Remove outdated language for joint labor/management committee from 2016-2017.
Article XV - Salaries	Increase Assistant Principal position at Little Harbor School to the same level as other Assistant Principals in recognition of the position’s increased responsibilities related to elementary level curriculum coordination.
Article XVIII – Duration (and elsewhere as needed)	CBA effective from City Council approval to June 30, 2025.
Miscellaneous	Add standard Workers Compensation provision.
Miscellaneous	Add standard Harassment/Discrimination provision.

Administrators Salary Schedule

(July 2022 - June 2025)

CBA Increase 2.50% 6.132% 3.00% 2.00%

<u>Position</u>	<u>Days</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
CTE Director	210	97,679	103,669	106,779	108,915
RJLA Program Director	217	98,718	104,771	107,914	110,072
High School Curriculum Coordinator	210	97,679	103,669	106,779	108,915
Large Elementary Principals	230	111,795	118,650	122,210	124,654
High School Assistant Principals	210	97,679	103,669	106,779	108,915
Middle School Principal	230	116,738	123,896	127,613	130,165
High School Principal	230	126,110	133,843	137,858	140,615
Middle School Assistant Principal	210	97,679	103,669	106,779	108,915
Director of School Nutrition	211	92,647	98,328	101,278	103,304
Elementary Assistant Principal	210	97,679	103,669	106,779	108,915
Director of Pupil Support & Instruction	230	110,524	117,301	120,820	123,236
K-12 Athletic Director	230	97,679	103,669	106,779	108,915

<u>Advanced Degree</u>		---- 2021-22 ----		---- 2022-23 ----		---- 2023-24 ----		---- 2024-25 ----	
		<u><13 Years</u>	<u>13+ Years</u>	<u><13 Years</u>	<u>13+ Years</u>	<u><13 Years</u>	<u>13+ Years</u>	<u><13 Years</u>	<u>13+ Years</u>
Track B - Bachelors +15	B	2,937	6,161	3,117	6,539	3,211	6,735	3,275	6,870
Track C - Masters or Bachelors +45	C	7,172	11,043	7,612	11,720	7,840	12,072	7,997	12,313
Track D - Masters +15 or Bachelors +60	D	7,928	11,917	8,414	12,648	8,666	13,027	8,839	13,288
Track E - Masters +30 or Bachelors +75	E	8,684	12,788	9,217	13,572	9,494	13,979	9,684	14,259
Track F - Two Masters or CAGS or Masters +45 or Bachelors +90	F	10,198	14,402	10,823	15,285	11,148	15,744	11,371	16,059
Track G - PhD/EdD or Two Masters +15 or CAGS +15 or Masters +60 or Bachelors +105	G	11,712	16,130	12,430	17,119	12,803	17,633	13,059	17,986

<u>Longevity</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
After 13 years	3,561	3,779	3,892	3,970
After 16 years	4,276	4,538	4,674	4,767
After 25 years	4,549	4,828	4,973	5,072

EXHIBIT 2

SCHOOL ADMINISTRATORS UNION - 07/22/22

NH Retirement Rate	21.02%	21.02%	21.02%	21.02%
FICA Rate	7.65%	7.65%	7.65%	7.65%
COLA Rate		6.132%	3.00%	2.00%
Aux COLA Rate		0.00%	0.00%	0.00%

CURRENT CONTRACT - ADMINISTRATORS GROSS BUDGET (Steps only/No COLA)

	FY22 Base	FY23	FY24	FY25	Projected 3-Yr Total
Wages	1,529,281	1,529,281	1,529,281	1,529,281	4,587,843
Longevity	23,784	23,784	27,345	28,333	79,462
NH Retirement	326,454	326,454	327,203	327,410	981,067
FICA	118,809	118,809	119,082	119,157	357,048
	1,998,328	1,998,328	2,002,911	2,004,181	6,005,420

Year-to-Year CURRENT Gross Budget Change	-	4.583	1,270
% Change	0.00%	0.23%	0.06%

5,853	Total Yr-to-Yr Increase
0.29%	Change FY22 to FY25
0.10%	Avg % Change

PROPOSED TENTATIVE AGREEMENT - ADMINISTRATORS GROSS BUDGET

	FY22 Base	FY23	FY24	FY25	Projected 3-Yr Total
Wages	1,529,281	1,639,190	1,688,368	1,722,140	5,049,698
Longevity	23,784	25,241	29,889	32,385	87,515
NH Retirement	326,454	349,863	361,178	368,801	1,079,842
FICA	118,809	127,329	131,447	134,221	392,997
	1,998,328	2,141,623	2,210,882	2,257,547	6,610,052

Year-to-Year PROPOSED Gross Budget Change	143,295	69,259	46,665
	7.17%	3.23%	2.11%

259,219	Total Yr-to-Yr Increase
12.97%	Change FY22 to FY25
4.32%	Avg % Change per yr

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

	FY22 Base	FY23	FY24	FY25	Projected 3-Yr Total
Wages	-	109,909	49,178	33,772	192,859
Longevity	-	1,457	1,087	1,508	4,052
NH Retirement	-	23,409	10,566	7,416	41,391
FICA	-	8,520	3,845	2,699	15,064
TOTAL COST OF TENTATIVE AGREEMENT	-	143,295	64,676	45,395	253,366
		7.17%	3.24%	2.27%	

253,366	Total Yr-to-Yr Increase
12.68%	Change FY22 to FY25
4.23%	Avg % Change

EXHIBIT 3

AGREEMENT BETWEEN

THE PORTSMOUTH SCHOOL BOARD

AND

THE ASSOCIATION OF PORTSMOUTH SCHOOL ADMINISTRATORS

EFFECTIVE JULY 1, ~~2019-2022~~ THROUGH JUNE 30, ~~2022~~2025

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.

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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 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.

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ARTICLE III
LONGEVITY

JULY 1, 2022

After 13 years	\$3,779,561
After 16 years	\$4,538,276
After 25 years	\$4,828,549

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Administrators serving on the Teacher Quality Panel (TQP) will be paid an annual stipend of ~~\$3,000~~ \$3,121, to be paid at the same time and in the same manner as TQP stipends are paid to Portsmouth teachers.

Effective ~~July 1, 2019 and July 1 of each year through June 30, 2022~~ July 1, 2023 and July 1, 2024, the longevity schedule will be increased annually by the same percentage as salaries.

Longevity will be based on years employed in the Portsmouth School District in any certified capacity.

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**ARTICLE IV
ADVANCED DEGREE STIPENDS**

JULY 1, 2022

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		<u>LESS THAN 13 YEARS</u>	<u>13 YEARS OR MORE</u>
<u>TRACK B</u>	<u>Bachelors +15</u>	<u>\$3,117</u>	<u>\$6,539</u>
<u>TRACK C</u>	<u>Masters or Bachelors +45</u>	<u>\$7,612</u>	<u>\$11,720</u>
<u>TRACK D</u>	<u>Masters +15 or Bachelors +60</u>	<u>\$8,414</u>	<u>\$12,648</u>
<u>TRACK E</u>	<u>Masters +30 or Bachelors +75</u>	<u>\$9,217</u>	<u>\$13,572</u>
<u>TRACK F</u>	<u>Two Masters or CAGS or Masters +45 or Bachelors +90</u>	<u>\$10,823</u>	<u>\$15,285</u>
<u>TRACK G</u>	<u>PhD/EdD or Two Masters +15 or CAGS +15 or Masters +60 or Bachelors +105</u>	<u>\$12,430</u>	<u>\$17,119</u>

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The District will be permitted to recognize years of prior experience in education under a professional contract when placing an Administrator (either an internal or an external hire) in an interval on the Advanced Degree Stipend track.

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 V
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 VI
SICKLEAVE

6.1 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 6.10 with respect to limitations established for employees hired by the School Department after June 30, 1996 who become Administrators.]

6.2 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.

6.3 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.

6.4 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.

6.5 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 the individual is accumulating after returning to work.

6.6 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.

6.7 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.

6.8 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

6.8 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 they accept payment under the income protection plan, it is agreed that these days will be repaid from the insurance proceeds over five (5) years.

6.9 Any member receiving sick bank or income protection benefits under Article VI 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, they will be paid a salary upon return commensurate with the rate they would have received if they 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 they will be deemed to be under contract to the School System.

6.10 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 6.1 above) or upon an Administrator's voluntary resignation so long as the Administrator has ten (10) or more years in 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 6.1 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, their heirs shall be entitled to be paid for the administrators' accumulated (unused) sick leave at one hundred percent (100%).

6.11 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 their doctor. Upon receipt of such notification from the physician, the Superintendent will assign the member to their former position or an appropriate alternate position.

6.12 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, they will receive severance pay not later than the fiscal year following their retirement. Notice of retirement shall be kept confidential within the Central Office until one year prior to official retirement.

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**ARTICLE VII
PERSONAL LEAVE**

Personal leave will be credited on July 1st of each calendar year. Each member shall be entitled to ~~two~~ ^{three} (3) 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 VIII
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 IX
MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS**

Each person who wishes to become a member of the State and National Association shall have full cost of their 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 X
TRAVEL/CELL REIMBURSEMENT**

All members of the Association shall receive for expenses incurred in business-related travel the following:

JULY 1, 2022

TITLE DIRECTOR	<u>\$672</u>
PRINCIPALS	<u>\$672</u>
TECH/CAREER DIRECTOR	<u>\$672</u>
ASSISTANT PRINCIPALS	<u>\$594</u>
SCHOOL NUTRITION DIRECTOR	<u>\$1,132</u>

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DIRECTOR OF PUPIL SUPPORT AND INSTRUCTION	\$1.132
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Each year through June 30, 2022, the travel stipend will increase annually by same percentages of salaries. Reimburse cell phone used for business purposes - \$50.00 per month with first page of invoice submitted to document expense.

The District will reimburse as follows for cell phones used for business purposes - \$50.00 per month with first page of invoice submitted to document expense.

ARTICLE XI
ASSIGNMENTS AND REASSIGNMENTS

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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/their 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 they were transferred or the position to which he or she is they are being transferred, whichever is greater. The number of work days for the transferred administrator shall be established by mutual agreement.

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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 XII 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.

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ARTICLE XII
POSITION ELIMINATION

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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).

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If the affected administrator is not awarded another position as an administrator in the system, he/she/they 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 ten (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/their 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.

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In the event an administrator whose position is eliminated is unable to find a full-time teaching or

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administrator's position starting by the school year next following the notice year and said administrator has five (5) 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-VI~~ 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 XIII
GENERAL

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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.

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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.

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ARTICLE XIV
EVALUATION

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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 ~~XIV~~XV
PER DIEM RATE

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Any Association member employed by the School System beyond his/her/their 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/their contracted days shall submit his/hers/a request to his/her/their supervisor who, through the Superintendent, will communicate his/her/their decision as soon as possible. Members who are required to work non-school days will submit these days as contracted days.

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ARTICLE XIVXVI
REQUEST FOR REASSIGNMENT TO A TEACHING POSITION

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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.

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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.

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ARTICLE XVII
SALARIES

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15.1 A person appointed to an acting position in the Association shall have his/her/their 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)

~~15.2~~ A 0.5% increase in addition to the COLA adjustment below will be added to base salaries on July 1, 2020 and July 1, 2021.

~~15.2~~ 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.

COLA Adjustment

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Effective July 1, 2022 a COLA of 2.05% plus an additional 4% wage adjustment will be applied to base wage rates, resulting in the following wage schedule:

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POSITION	DAYS	
CTE Director	210	\$103,669
RJLA Program Director	217	\$104,771
High School Curriculum	210	\$103,669

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Coordinator		
Large Elementary Principals	230	\$118,650
High School Assistant Principals	210	\$103,669
Middle School Principal	230	\$123,896
High School Principal	230	\$133,843
Middle School Assistant Principal	210	\$103,669
Director of School Nutrition	211	\$98,328
Elementary Assistant Principal	210	\$103,669
Director of Pupil Support and Instruction	230	\$117,301
K-12 Athletic Director	230	\$103,669

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Effective July 1, ~~2019~~2023, a COLA percentage increase shall be computed which shall not be less than ~~23%~~ 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 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.

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Effective July 1, ~~2019~~2024, a COLA 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 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.S.

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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, ~~2022~~2025 that no further COLA adjustments after July 1, ~~2022~~2024 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, ~~2022~~2025.

~~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.~~

ARTICLE XVIII
HEALTH INSURANCE

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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 comparable coverage. The employee premium share will be six percent (6.0%) of the total premium and the School Department's premium share will be ninety-four percent (94.0%). 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.

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16.1 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

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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 comparable coverage.

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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, the employee's premium share will be six percent (6.0%) of the total premium and the School Department's premium share will be ninety-four percent (94.0%). 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.

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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, 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 XIX
NON-DISCRIMINATION

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The parties will not discriminate 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. Unlawful harassment based on any status or characteristic protected by Federal, State or local law is also unacceptable conduct that will not be condoned by the either party.

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ARTICLE XX
WORKERS' COMPENSATION

In case of accidental personal injury to any employee arising out of any accident in the course of their

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employment, the School District will pay to the employee the difference between the amount received from the insurance carrier and the employee's regular pay. Employees will see the deduction of payment on their paystub as 'Worker's Compensation.' In no event will such payment by the School District exceed twenty-six (26) weeks.

ARTICLE XXI
FAMILY AND MEDICAL LEAVE

Employees will be eligible for leave under the terms, and in accordance with the Family and Medical Leave Act (FMLA), as outlined in the City's written FMLA policy.

ARTICLE XXII-XXIII
DURATION

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, 2022-2025. A retroactive payment will be made to account for the July 1, 2022 COLA and additional wage adjustment. If no contract is signed upon the expiration of the old contract, then the old contract will be enforced.

Dated: _____
Portsmouth School Board

Dated: _____
Association of Portsmouth School Administrators

Approved by the Portsmouth City Council _____

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THOMAS M. CLOSSON
ATTORNEY AT LAW PLLC

379 Amherst Street, Suite #2
PMB 231
Nashua, New Hampshire 03063
603-759-6614
thomas.closson@nhlaborlaw.com

To: City Manager Conard, Mayor McEachern, and Members of the City Council
From: Tom Closson
Re: Tentative Agreement between the Portsmouth School Board and the Portsmouth Association of Clerical Employees
Date: September 27, 2022

Attached for your consideration is a proposed 2-year collective bargaining agreement between the City of Portsmouth School Board and the Portsmouth Association of Clerical Employees. Both the Board and the Association have already voted to ratify this tentative agreement.

The proposed CBA is within the financial parameters established by the City Council. Significant language changes include the addition of a half-day before Christmas and Juneteenth as holidays, and an update/expansion of parental leave language. The proposed CBA also cleans up and updates many other language deficiencies in the current CBA.

Exhibit 1 is a summary of the tentative agreement. Exhibit 2 is a costing analysis prepared by Nathan Lunney.

The Portsmouth School Board has approved this TA, and I am pleased to recommend it to you for your approval.

EXHIBIT 1

**PORTSMOUTH ASSOCIATION OF CLERICAL EMPLOYEES
AND
PORTSMOUTH SCHOOL DISTRICT**

**TA'S ON ALL OUTSTANDING ARTICLES
For 2022-2025 CBA**

<u>CBA SECTION(S) #</u>	<u>PROPOSAL</u>	<u>Status</u>
7- Dues deduction	Clean up language ✓	TA
8- Probation	Reduce probation from 180 days to 90 days <i>270/180 - 180/90</i> ✓ <i>me</i>	TA
9- Classifications of employees	Agreement to Assn. Classifications language and; Clearer phrasing on benefits language for employees working less than 30 hours per week. ✓	TA
10- Holidays	Add ½ day holiday for day before Christmas if school is not in session. ✓ Add Juneteenth as regular holiday for full year staff and holiday for others if school is not in session ✓	TA
13 - Promotions and Transfers	Add number of days worked/pay/hours to new position postings. ✓	TA
15- Hiring Procedure	Remove first date of July 1, 2010. New hires may not be hired beyond step 4 on Wage Scale. ✓	TA
16- Disciplinary procedures	Eliminate list of specific reasons for suspension and/or discharge ✓	TA'd already 4/14/22-but as

		on Brd package list reiterating TA already reached for clarity purposes.
18.1- Leaves	Modify language to reflect that if the carrier requires moving an employee on leave onto COBRA that the district will pay the administrative cost of COBRA.	TA
18.2-Bereavement Leave	Change "blood relative" to "any relative residing in the same household"	TA
18.3-Civil Leave	Change "Husband, wife or civil union partner" to "spouse"	TA
18.4-Adoption leave	Merge into new parental leave language	TA
18.5-Maternity/Parental Leave	Adopt same Parental leave language as APT with any needed gender corrections.	TA
(NEW)18.6 -3 pd. Snow Days	Association Withdraws	TA
18.7- Sick Leave	Require a doctor's note for every Five (5) consecutive days absent.	TA
21-Travel	IRS rate for mileage reimbursement.	TA
22-Retirement	Association Withdraws	TA
28-Safety	Change... "once in 90 days." To .."once a quarter.."	TA
31- Health Insurance	Remove all Cadillac Tax Language	TA
32-Dental	Board withdraws Ask to remove reference to "Cigna" and agrees to pay 100% of the premium cost for all employees working over 30 hours per week.	TA

34-Life insurance	Board withdraws as to remove "certificate schedule attached" provision	TA
35- Long term disability	Add language allowing employees to supplement LTD coverage with available leave time for up to twenty-four (24) months to correspond with insuring agreement.	✓
43-Longevity	Increase longevity. Add \$50.00 to existing amounts in 1 st year of CBA and apply rolling COLA (floor of 3% and ceiling of 5%) on top of new amounts, 2 nd year of CBA apply rolling COLA (floor 3% and ceiling 5%) *retroactive 7/1/2022	TA
44- Hourly Rate scale	Adjust to read, "Effective July 1, 2022 employees will advance to the next highest step in their category, except that in order to advance to Step 6, an employee must have first completed at least five (5) <u>three (3)</u> years of employment with the District.	TA
44- WAGES	1 st year: Drop step and add step to top of scale, flat 3% between steps, Apply 6.05% to scale, all eligible employees take step. 2 nd year: Rolling Cola applied to scale (3% floor and 5% ceiling). All eligible employees take a step. *retroactive 7/1/2022	TA ✓
46- Duration	CBA of Two (2) duration.	TA ✓
47- Paychecks	Update language as proposed by Assn.	TA ✓

City's Harassment/Discrimination Policy	As agreed to in Teacher CBA	✓ TA
---	-----------------------------	---------

Tentative Agreements Pages #1-4


Seen and agreed to August 30 2022.

For the Association:



Nicole Argraves, UniServ Director

For the Board



Tom Closson, Esq.

Tentative Agreement - School Board and PACE

8/30/2022

Proposed 22-23 is 6.05% COLA, clean steps of 3.0%, employees all advance one (1) step, then drop first step and renumber

Proposed 23-24 assumes COLA floor of 3.0% employees advance one (1) step if available

----- Current 2021-22 -----

Category	Step	Rate
I	1	16.80
I	2	19.56
I	3	19.81
I	4	20.94
I	5	21.35
I	6	21.76
II	1	19.75
II	2	23.07
II	3	23.39
II	4	24.56
II	5	25.03
II	6	25.52
III	1	22.89
III	2	26.03
III	3	26.33
III	4	27.59
III	5	28.12
III	6	28.66

----- Proposed 2022-23 -----

Category	Step	Rate
--	--	--
BCD	1	24.03
BCD	2	24.75
BCD	3	25.49
BCD	4	26.25
BCD	5	27.04
BCD	6	27.85
--	--	--
A	1	26.99
A	2	27.80
A	3	28.63
A	4	29.49
A	5	30.37
A	6	31.28

----- Proposed 2023-24 -----

Category	Step	Rate
--	--	--
BCD	1	24.75
BCD	2	25.49
BCD	3	26.25
BCD	4	27.04
BCD	5	27.85
BCD	6	28.69
--	--	--
A	1	27.80
A	2	28.63
A	3	29.49
A	4	30.37
A	5	31.28
A	6	32.22

- NOTES: At July 1, 2022 --
- 1) Category I (with no current employees) is eliminated
 - 2) Category II becomes "BCD" and Category III becomes "A"
 - 3) All employees advance one (1) step, we drop the bottom step, and then renumber steps to 1-6 again -- effectively, each current employee ends up with the same step number in 2022-23 as in 2021-22

At July 1, 2023 -- Employees advance (1) step if available to them

Pace - Clerical Longevity Schedule

8/30/2022

		2.00%	2.00%	2.00%	2.00%	3.00%	3.00%
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Five	(5) years	697	711	725	740	814	838
Six	(6) years	728	743	758	774	849	874
Seven	(7) years	760	775	791	807	883	909
Eight	(8) years	791	807	823	840	917	945
Nine	(9) years	822	839	856	874	952	981
Ten	(10) years	853	870	887	905	984	1,014
Eleven	(11) years	900	918	936	955	1,035	1,066
Twelve	(12) years	931	950	969	989	1,070	1,102
Thirteen	(13) years	962	982	1002	1023	1,105	1,138
Fourteen	(14) years	993	1,013	1,033	1,054	1,137	1,171
Fifteen	(15) years	1,025	1,046	1,066	1,088	1,172	1,207
Sixteen	(16) years	1,056	1,077	1,099	1,121	1,206	1,242
Seventeen	(17) years	1,087	1,108	1,131	1,154	1,240	1,277
Eighteen	(18) years	1,118	1,140	1,163	1,187	1,274	1,312
Nineteen	(19) years	1,150	1,172	1,195	1,219	1,307	1,346
Twenty	(20) years	1,181	1,204	1,228	1,253	1,342	1,382
Twenty-one	(21) years	1,211	1,236	1,260	1,286	1,376	1,417
Twenty-two	(22) years	1,242	1,268	1,293	1,319	1,410	1,452
Twenty-three	(23) years	1,273	1,299	1,325	1,352	1,444	1,487
Twenty-four	(24) years	1,305	1,331	1,358	1,386	1,479	1,523
Twenty-five	(25) years	1,336	1,363	1,390	1,418	1,512	1,557
Twenty-six	(26) years	1,367	1,394	1,422	1,451	1,546	1,592
Twenty-seven	(27) years	1,398	1,426	1,454	1,484	1,580	1,627
Twenty-eight	(28) years	1,430	1,458	1,487	1,517	1,614	1,662
Twenty-nine	(29) years	1,461	1,489	1,519	1,550	1,648	1,697
Thirty	(30) years	1,492	1,522	1,552	1,584	1,683	1,733

EXHIBIT 2

PACE CLERICALS UNION - 08/30/22

NH Retirement Rate	14.06%	14.06%	14.06%
FICA Rate	7.65%	7.65%	7.65%
COLA Rate		6.05%	3.00%
Aux COLA Rate		0.00%	0.00%

CURRENT CONTRACT - CLERICALS GROSS BUDGET (Steps only/No COLA)

	FY22 Base	FY23	FY24	Projected 2-Yr Total
Wages	1,013,701	1,019,970	1,025,362	2,045,332
Longevity	10,068	10,398	10,728	21,126
NH Retirement	143,942	144,870	145,674	290,544
FICA	78,318	78,823	79,261	158,084
	1,246,029	1,254,061	1,261,025	2,515,086

Year-to-Year CURRENT Gross Budget Change	8,032	6,964
% Change	0.64%	0.56%

14,996	Total Yr-to-Yr Increase
1.20%	Change FY22 to FY24
0.60%	Avg % Change

PROPOSED TENTATIVE AGREEMENT - CLERICALS GROSS BUDGET

	FY22 Base	FY23	FY24	Projected 2-Yr Total
Wages	1,013,701	1,100,308	1,147,128	2,247,436
Longevity	10,068	10,886	11,578	22,464
NH Retirement	143,942	156,234	162,914	319,148
FICA	78,318	85,006	88,641	173,647
	1,246,029	1,352,434	1,410,261	2,762,695

Year-to-Year PROPOSED Gross Budget Change	106,405	57,827
	8.54%	4.28%

164,232	Total Yr-to-Yr Increase
13.18%	Change FY22 to FY24
6.59%	Avg % Change per yr

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

	FY22 Base	FY23	FY24	Projected 2-Yr Total
Wages	-	80,338	41,428	121,766
Longevity	-	488	362	850
NH Retirement	-	11,364	5,876	17,240
FICA	-	6,183	3,197	9,380

TOTAL COST OF TENTATIVE AGREEMENT	-	98,373	50,863
		7.89%	4.06%

149,236	Total Yr-to-Yr Increase
11.98%	Change FY22 to FY24
5.99%	Avg % Change

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 5, Article I, Section 5.101 – **PERSONNEL** of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE I: FIRE DEPARTMENT

Section 5.101: PERSONNEL

The Fire Department shall consist of a Fire Chief, **Assistant Chiefs**, Deputy Chiefs, fire officers, firefighters, and administrative personnel as recommended by the Fire Chief and approved by the Board of Fire Commissioners.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 5, Article IX, **ADOPTED FIRE CODES** of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE IX: ADOPTED FIRE CODES

~~The City of Portsmouth formally adopts the “New Hampshire Fire Code”. This includes the N.H. Code of Administrative Rules, Chapter Saf-C 6000 and is defined in NH RSA 153:VI-a as the adoption by reference of the Life Safety Code 2015 Edition and the Uniform Fire Code NFPA1, 2015 Edition, as published by the National Fire Protection Association and as amended by the State Board of Fire Control.~~

The City of Portsmouth adopts the “State Fire Code” as defined in NH RSA 153:1 VI-a, which includes the adoption by reference of the Life Safety Code NFPA 101 and the Uniform Fire Code NFPA 1, 2018 editions.

The City of Portsmouth **also** adopts the International Fire Code, **2015 2018** Edition (IFC) and the provisions of any other national code, model code or standard referred to in the IFC as published by the International Code Council, is hereby adopted ~~as Chapter 5, Article IX, of the ordinances of the City of Portsmouth, New Hampshire,~~ subject to the following amendments, additions and deletions:

SECTION 101 GENERAL

Insert in blank space:

101.1 Title: “the City of Portsmouth, New Hampshire”

SECTION 102 APPLICABILITY

Add new subsections to read as follows:

102.7.3 Specific electrical code reference. Wherever this Code references the *International Electric Code* the reader shall substitute that reference with the *National Electric Code*, NFPA 70 as adopted by the State of New Hampshire.

102.7.4 Specific gas code reference. Wherever this Code references the *International Fuel Gas Code* the reader shall substitute that reference with the *National Fuel Gas Code*, NFPA 54.

Change section title to read as follows:

SECTION 103 BUREAU OF FIRE PREVENTION

Change subsection to read as follows:

103.1 General. The Bureau of Fire Prevention and Control is hereby created within the City of Portsmouth, New Hampshire Fire Department. It shall be the duty and responsibility of the Fire Chief, or any duly authorized representative, to enforce the provisions of this Code. The designated enforcement officer of this Code shall be referred to as the fire code official.

Add new sentence to end of subsection to read as follows:

103.3 Deputies. “Deputy officials shall include but not be limited to: the Deputy Fire Chief, **Assistant Fire Chiefs, Deputy Fire Chiefs,** Fire Inspector, all Fire Officers, Chief Building Inspector, Assistant Building Inspector, Electrical Inspector, Plumbing/Mechanical Inspector, Public Works Director or City Engineer.”

SECTION 105 PERMITS

Change subsections to read as follows:

105.2.3 Time limitation of application. An application for a permit shall be deemed to have been abandoned one year after the date of filing, unless such application has been ~~diligently prosecuted~~ **completed** or a permit has been issued, except that the fire code official shall grant one (1) extension of time not exceeding twelve (12) months if there is reasonable cause and only when requested in writing prior to the application expiration date.

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed, revoked or for such a period of time as specified on the permit. Construction/installation permits issued shall become invalid if the authorized work is not commenced within one year after issuance of the permit, or if the authorized work is suspended or abandoned for a period of one year after the time of commencing work

105.3.2 Extensions. The fire code official shall grant one (1) extension of time not exceeding twelve (12) months, if there is reasonable cause and only when requested in writing prior to the expiration date. Said extension will only be authorized when it does not conflict with any Federal, State, Local Laws or Ordinances.

105.4.1 Submittals. Construction documents and supporting data shall be submitted with each application for a permit and in such form and detail as required by the fire code official. The construction documents shall be prepared and stamped by a licensed professional engineer acceptable to the fire code official. **The requirement for stamped construction documents may be waived by the fire code official at his sole discretion on a case by case basis.**

~~105.4.6 Retention of construction documents. The fire code official shall mark-up one (1) set of plans with the necessary comments. This set shall become the official permit plan set. It is the responsibility of the permit holder to transfer these comments to whatever medium he/she wishes. The permit holder is responsible for complying with the comments as shown on the official permit construction documents kept by the fire code official. Upon project completion, a complete set of "as built" construction documents will be provided to the fire code official in an approved electronic format.~~

~~105.6.32 Open Burning. The City of Portsmouth Fire Department shall issue open burning permits under the requirements of Section 307. Open burning permits shall be issued by New Hampshire Division of Forests and Lands or the City of Portsmouth Fire Department and shall comply with the requirements of section 307.~~

~~105.6.36 Places of Public Assembly. The City of Portsmouth Fire Department shall issue places of public assembly permits under the requirements of State RSA 155:17 and 155:18.~~

SECTION ~~108-109~~ BOARD OF APPEALS

Add sentence to end of subsection to read as follows:

~~108.1-109.1 Board of appeals established. Refer to Appendix A of this Code and Chapter 12 of the Portsmouth City Ordinances (International Building Code) for the establishment of the Board of Appeals. The City's Building Code Board of Appeals will hear and decide appeals or orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code.~~

SECTION ~~109-110~~ VIOLATIONS

Change subsection to read as follows:

~~109.4-110.4 Violations penalties. Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this Code, shall be subject to the penalty provisions prescribed by RSA 155-A:8. Each day that the violation continues shall be deemed a separate offense.~~

SECTION 307 OPEN BURNING

Change subsections to read as follows:

307.1 General All open burning shall conform to all applicable State Laws (RSA 227-L) and Administrative Rules of the NH Department of Resources and Economic Development, Division of Forests and Lands and any other Federal, State, Local laws or ordinances which are applicable.

Add subsection as follows:

~~307.1.1~~ 307.1.2 Prohibited Open Burning. Due to narrow roadways, restricted access to rear yards, and the proximity of structures, open burning is prohibited in the “South End” of the City. This area is defined as south of State Street, east of Pleasant Street, east of Junkins Avenue, and north of South Street. Also included is the area along Marcy Street to New Castle Avenue.

307.2 Permit required. Open burning **in accordance with state and local regulations** shall be allowed after obtaining a permit from the **Fire Department New Hampshire Division of Forests and Lands or the City of Portsmouth Fire Department.**

Delete subsections ~~307.4 through 307.5~~ without substitution.

SECTION 503 FIRE APPARATUS ACCESS ROADS

Add new subsection to read as follows:

503.7 Fire Lanes. Fire lanes shall be maintained in areas so posted. All fire lanes shall conform to Chapter 7, Article XV, of the City Ordinances; ~~Vehicles, Traffic & Parking;~~ *Emergency Lanes.*

~~SECTION 605 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS~~

Change subsection to read as follows:

~~**605.11 Solar photovoltaic power systems.** Solar photovoltaic power systems shall be installed in accordance with Sections 605.11.1 through 605.11.2, the International Building Code, and NFPA 70.~~

~~**605.11.1.2 Solar photovoltaic systems for Group R-3 buildings.**~~

Delete Exception without substitution.

Change subsection to read as follows:

~~**605.11.1.2.2 Hip roof layouts.** Panels and modules installed on Group R-3 buildings with hip roof layouts shall be located in a manner that provides a 3.5-foot-wide (1067 mm) clear access pathway from the eave to the ridge on each roof slope where panels and modules are located. The access pathway shall be at a location acceptable to the fire code official.~~

Delete Exception and replace with the following:

Exceptions:

- ~~1. Access pathway requirement may be waived when the structure is protected by a code-compliant automatic sprinkler system.~~
- ~~2. Where the strict application of this section is impractical, modifications in accordance with section 104.8 may be approved by the fire code official.~~

~~Change subsection to read as follows:~~

~~**605.11.1.2.3 Single-ridge roofs.** Panels and modules installed on Group R-3 buildings with a single ridge shall be located in a manner that provides one, 3.5-foot-wide (1067 mm) access pathway from the eave to the ridge on each slope where panels and modules are located. The access pathway shall be at a location acceptable to the fire code official.~~

~~Delete Exception and replace with the following:~~

~~Exceptions:~~

- ~~1. Access pathway requirement may be waived when the structure is protected by a code-compliant automatic sprinkler system.~~
- ~~2. Where the strict application of this section is impractical, modifications in accordance with section 104.8 may be approved by the fire code official.~~

~~Edit subsection as follows:~~

~~**605.11.1.2.4 Roofs with hips and valleys.**~~

~~Delete Exception without substitution.~~

SECTION 609-607 COMMERCIAL KITCHEN HOODS

Change subsection to read as follows:

[M] 609.1-607.1 General. Commercial kitchen exhaust hoods shall comply with the requirements of the *International Mechanical Code* and NFPA 96, *Ventilation Control and Fire Protection of Commercial Cooking Operations*.

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

Change subsection to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for fire areas containing Group A-1 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (928 m²)
2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

Change subsection to read as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for all Group A-2 occupancies and intervening floors of the building.

Change subsection to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist:

1. A Group M fire area exceeds 5,000 square feet (464 m²)
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (928 m²).
4. A group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²)

Change subsection to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 10,000 square feet (928 m²)
2. A Group S-1 fire area is located more than three stories above or any number of stories below grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1856 m²)
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (232 m²)
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²)

Change subsection to read as follows:

903.4.3 Floor Control Valves. Approved supervised indicating control valves shall be provided at the point of connection to each floor at the direction of the Fire Code Official.

SECTION 905 STANDPIPE SYSTEMS

Add new subsection to read as follows:

905.12–905.13 Threads. Threads provided for fire department connections to standpipe systems shall be compatible with equipment used by the Portsmouth Fire Department. Hand line hose threads for 2-1/2" diameter hose shall be

National Standard thread. Hand line hose threads for 1-1/2" or 1-3/4" diameter hose shall be Iron Pipe thread.

SECTION 907 FIRE ALARM AND DETECTION SYSTEMS

Edit subsection as follows:

907.2.1 Group A.

Delete Exception without substitution.

Change subsection to read as follows with Exception remaining unchanged:

907.2.1.1 System initiation in Group A occupancies with an occupant load of 300 or more. Activation of the fire alarm in Group A occupancies with an occupant load of 300 or more shall initiate a signal using an emergency voice/alarm communications system in accordance with Section 907.5.2.2.

Edit subsection as follows:

907.2.2 Group B.

Delete Exception without substitution.

Edit subsection as follows:

907.2.3 Group E.

Delete Exception 3 and 4 without substitution.

Edit subsection as follows:

907.2.4 Group F.

Delete Exception without substitution.

Edit subsection as follows:

907.2.6.1 Group I-1.

Delete Exception 1 without substitution.

Edit subsection as follows:

907.2.6.2 Group I-2.

Delete Exceptions 1 and 2 without substitution.

Edit subsection as follows:

907.2.6.3.3 Automatic smoke detection system.

Delete Exceptions 2 and 3 without substitution.

Edit subsection as follows:

907.2.7 Group M.

Delete Exceptions 1 and 2 without substitution.

Edit subsection as follows:

907.2.8.1 Manual fire alarm system.

Delete Exception 2 without substitution.

Add new subsection to read as follows:

907.2.8.2.1 Automatic fire alarm system. System smoke detectors shall be installed in all common spaces and in means of egress components such as exit access corridors, exit enclosure stairs and basements and shall be installed to provide coverage based on the manufacturers listing for the device.

Change subsection to read as follows:

907.2.9.1 Manual fire alarm system.

3. The building contains more than 11 dwelling units or sleeping units.

Exceptions:

1. *This exception remains unchanged.*
2. *Delete this exception without substitution.*
3. *This exception remains unchanged.*

Change subsection to read as follows:

907.2.9.3 Smoke detector coverage. System smoke detectors shall be installed in all common spaces and in means of egress components such as exit access corridors, exit enclosure stairs and basements and shall be installed to provide coverage based on the manufacturers listing for the device.

Change Add item 4 of to subsection to read as follows:

~~907.2.11.1~~ 907.2.10.1 Group R-1.

4. In all exit access corridors, all exit enclosure stairs and in common areas on each floor level, including basements, when the building is not equipped with an automatic fire alarm system. Single- or multiple-station smoke alarms in common areas shall be interconnected but shall not be interconnected with guest room smoke **detectors alarms**.

Change item 4 of subsection to read as follow:

~~907.2.11.2~~ 907.2.10.2 Groups R-2, R-3, R-4, and I-1.

4. In all exit access corridors, all exit enclosure stairs and in common areas on each floor level, including basements, when the building is not equipped with an automatic fire alarm system. Single-or multiple-station smoke **detectors alarms** in common areas shall be interconnected but shall not be interconnected with dwelling unit smoke **detectors alarms**. In some Group R-2 or R-3 occupancies, as determined by the fire official, additional single-or multiple-station smoke alarms may be required in the basement, interconnected with a dwelling unit(s) alarm(s).

Change-Add subsection and Exception to read as follows:

907.2.11.2.1—907.2.10.2.1 Groups E, I-2 and I-4. Single-or multiple-station smoke alarms shall be installed and maintained on all stories and all sleeping rooms of Group E day care facilities, Group I-2 child care facilities, Group I-4 day care facilities and Group I-4 child care facilities as defined in Section 202.

Exception: Single-or multiple-station smoke alarms shall not be required when the building is equipped with an automatic fire alarm system with smoke detection in all sleeping rooms.

SECTION 915 CARBON MONOXIDE DETECTION

Change-subsection to read as follows:

915.1 General.—Carbon monoxide detection shall be installed in new buildings in accordance with Section 915.1.1 through 915.6 and Saf-C 6015. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9 and Saf-C 6015.

SECTION 3310 ACCESS FOR FIREFIGHTING

Change subsection to read as follows:

3310.1 Site access and hydrant operation. When roads are created or extended during the construction of new developments and subdivisions, adequate site access for emergency vehicles shall be maintained at all times during construction. The fire department will be the determining agency when evaluating the adequacy of site access. As construction progresses, water hydrants required by the site plan shall be installed, activated, tested and maintained with adequate hydrant access as determined by the fire department. The City of Portsmouth reserves the right to “call” the site bond at any time during construction, when the owner refuses to provide adequate site access and water supply, as deemed necessary by the fire department, for the protection of life and property.

SECTION 5601 GENERAL

Amend subsection as follows:

5601.1.3 Fireworks. *Delete exception 4 with remainder of subsection unchanged.*

Change subsection to read as follows:

5601.2.4.1 Blasting. Blasting operations are regulated in Chapter 5, Article VII, Section 5:70~~2~~**1** of the Portsmouth City Ordinances. Refer to this ordinance for additional blasting regulations and the permitting process.

SECTION 5608 FIREWORKS DISPLAYS

Add sentences to end of subsections to read as follows:

5608.1 General. The display, sale and discharge of 1.4G fireworks is prohibited within the City of Portsmouth, NH. The display and discharge of 1.3G fireworks shall meet the requirements of all Federal, State, Local Laws, Ordinances and Administrative Rules.

~~3308.2.1~~ 5.608.2.1 Outdoor displays. Application for fireworks displays shall be made in writing at least 15 working days in advance of the date of the display or discharge of 1.3G fireworks, on the current version of the State of NH approved form. The discharge of fireworks shall be lawful under the terms and conditions approved. Approval granted hereunder shall not be transferable, nor shall any approval be extended beyond the dates set out therein.

CHAPTER 80 REFERENCED STANDARDS

Insert the following Codes and Standards:

New Hampshire State Building Code

Department of Safety
33 Hazen Drive
Concord, NH 03305
(603) 271-7965
blgcodebrd@dos.nh.gov

New Hampshire Architectural Barrier Free Design Code

Governor's Commission on Disability
121 South Fruit Street, Suite 101
Concord, NH 03301
(603) 271-2773
1-800-852-3405 (NH)

New Hampshire Energy Code

Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429
(603) 271-2431

New Hampshire Elevator and Accessibility Lift Law, RSA 157-B

NH Department of Labor
Boiler & Elevator Division
PO Box 2076

Concord, NH 03302-2076
(603) 271-2585

*Amend in the **NFPA** Section the following referenced Standards:*

54-15 54-18 National Fuel Gas Code

70-17 70-20 National Electric Code

96-14 96-17 Ventilation Control and Fire Protection of Commercial Cooking Operations

APPENDIX A - BOARD OF APPEALS

*Appendix A **is** adopted as part of this ordinance subject to the following amendments:*

Delete all subsections and replace with the following subsection to read as follows:

SECTION A101 GENERAL

A101.1 Scope. Refer to City Ordinance Chapter 12, **Section 1202.7**~~Part 1, Appendix B as amended, (City Building Code)~~, for the establishment of the Board of Appeals.

APPENDIX B – FIRE-FLOW REQUIREMENTS FOR BUILDINGS

*Appendix B **is** adopted as part of this ordinance without amendments.*

APPENDIX C – FIRE HYDRANT LOCATIONS AND DISTRIBUTION

*Appendix C is **not** adopted as part of this ordinance. New water hydrant locations are regulated through the City Planning / Site Development process.*

APPENDIX D - FIRE APPARATUS ACCESS ROADS

*Appendix D **is** adopted as part of this ordinance.*

APPENDIX E – HAZARD CATEGORIES

*Appendix E **is** adopted as part of this ordinance without amendments.*

APPENDIX F – HAZARD RANKING

*Appendix F **is** adopted as part of this ordinance without amendments.*

APPENDIX G – CRYOGENIC FLUIDS-WEIGHT AND VOLUME EQUIVALENTS

*Appendix G **is** adopted as part of this ordinance without amendments.*

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IV, Section 1.408 of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Section 1.408: CABLE ~~TELEVISION~~ AND ~~COMMUNICATIONS~~ BROADBAND INTERNET COMMISSION

A. Membership, Qualifications, Tenure: The Cable Television and Communications Commission shall consist of five (5) commissioners and one alternate commissioner appointed by the Mayor subject to confirmation by the City Council. Of the initial appointments, three shall be of three (3) years and two shall be for two (2) years. Thereafter, all appointments including the alternate commissioner shall be for a term of three years. The alternate commissioner shall attend all Commission meetings and may vote at any time when there are less than five commissioners otherwise voting.

Commissioners shall be residents of the City of Portsmouth at the time and during the terms of their appointments. Commissioners shall be familiar with the general concepts underlying the operation of cable television **as well as the delivery of broadband internet services via multiple physical transport methods.**

B. The Commission shall have the authority to establish standing sub-committees on matters pertaining to the operation and performance of cable **and broadband internet** companies within the City.

Such subcommittees shall serve in an advisory capacity to the Cable **and Broadband Internet** Commission. ~~In the first instance, the standing Sub-committees shall consist of:~~

~~Government/Education Access Channels, I-Net System and Customer Service. The Commission shall have the right to appoint non-Commission members to subcommittees; when possible, the Commission shall attempt to use Portsmouth residents for such appointments. If the Commission wishes to appoint a non-Portsmouth resident who has skills helpful to the Commission's work; the Commission shall have the authority to make such an appointment.~~

C. Powers: ~~In addition to establishing the standing Sub-Committees referenced above, the Commission shall have the authority to eliminate such Sub-Committees and create new ones as the Commission deems appropriate~~ The Commission shall oversee the operation of the existing Cable Television Franchise Agreement and any future agreements, which the City Council may approve **as well as assist in the negotiation of such agreements. The Commission may, as the need arises, consider the availability and quality of Broadband Internet services delivered via any physical**

transport (which includes physical cabling or over-the-air delivery) and work to understand the needs and desires of the citizens of the city of Portsmouth. Further, the committee may work with relevant providers to meet those needs and desires as appropriate and as guided by the City Council.

D. The Commission shall meet as often as deemed appropriate and necessary to insure the proper operation of the Franchise Agreement. The Commission shall, upon request of the City Council, submit written or verbal reports of its activities.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

MEMORANDUM

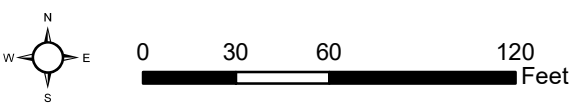
TO: Karen Conard, City Manager
FROM: Beverly Mesa-Zendt, Planning Director *Beverly Mesa-Zendt*
DATE: October 4, 2022
RE: City Council Referral – Projecting Sign
Address: 100 Market Street
Business Name: Springers Jewelers
Business Owner: Lilly Mullen

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

Sign dimensions: 22" x 32" diameter
Sign area: 4.8 sq. ft.

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

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



**Request for license
100 Market Street**



PERMIT
9/1/22

SPRINGERS
Hanover Street

PROPOSED



EXISTING



Company: Springer's Jewelers

Job: 2022 Rebranding

Sign: Exterior Projecting

Quantity: 2

Size A: 34" x 22" (4.8 SF)

12' Above Grade to Lowest Point

Sides: 2

Style: Raised Letters

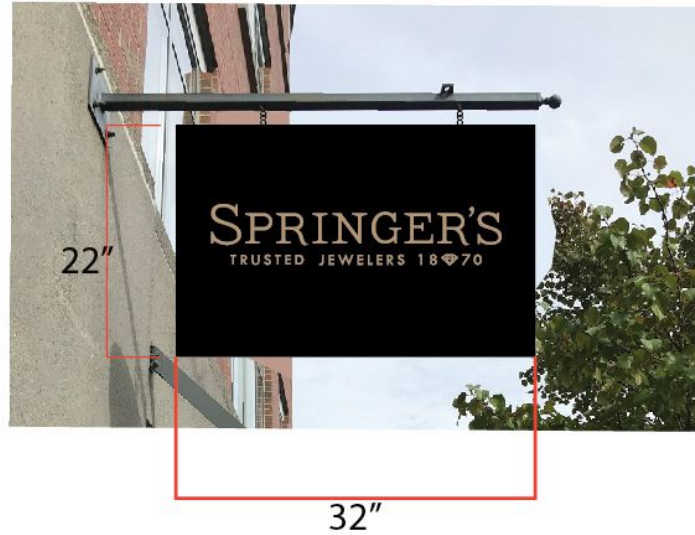
Substrate: TBD

Posts & Brackets:

EXISTING

Colors: Black & Gold

23k or Paint TBD



Location Change



SUNDANCE SIGN • 89 OAK STREET DOVER, NH 03820 • 603-742-1517

Install: Y/N

Contact Info: Name XXX-XXX-XXXX / @.COM

Complete: Called/Emailed Date: ___/___/___ By: ___

All proofs and drawings are original unpublished artwork, owned by Sundance Sign Company. Artwork is protected under the U.S. Copyright laws. It is being submitted for your viewing only, and is not to be shown to anyone outside of your organization. Any use, reproduction, copying or exhibiting this drawing without express written consent of Sundance Sign Company will constitute your agreement to incur all expenses involved with the creation of this drawing, and all legal costs to acquire those costs if required. I have verified the accuracy of all graphics shown with respect to sizes and content. The specifications are correct and represent our order requirements exactly. I authorize release to production according to this approval submittal.

Customer Approval _____ Date: _____

MEMORANDUM

TO: Karen Conard, City Manager

FROM: Beverly Mesa-Zendt, Planning Director *Beverly Mesa-Zendt*

DATE: October 11, 2022

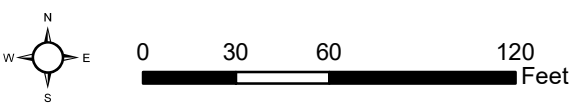
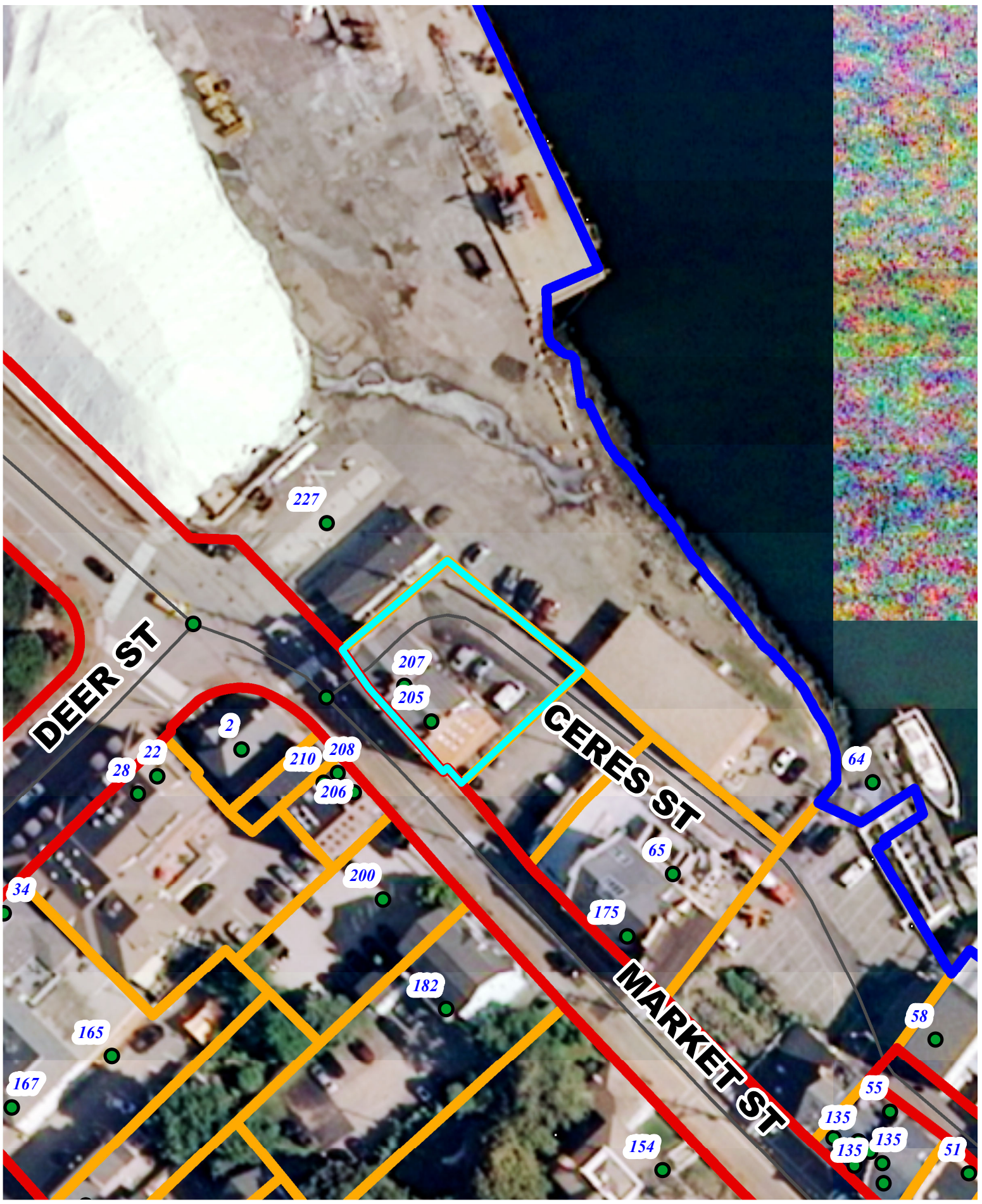
RE: City Council Referral – Projecting Sign
Address: 205 Market Street
Business Name: Stout Heart, LLC
Business Owner: Mariah Morgan

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

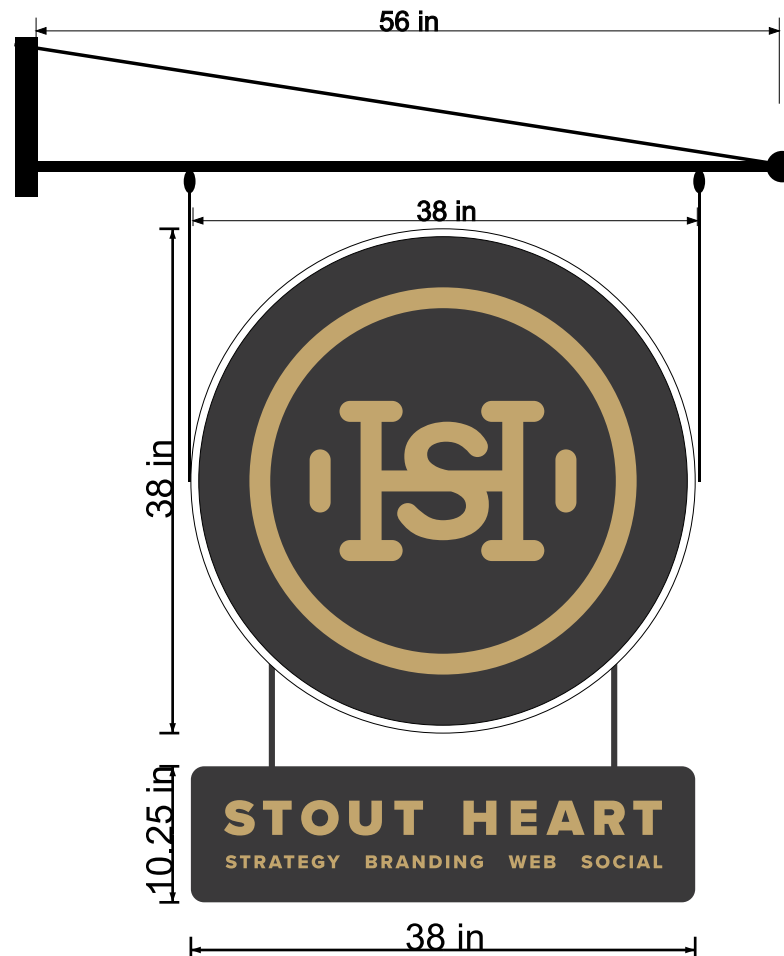
Sign dimensions: 38” diameter & 38” x 10.25”
Sign area: 10.5 sq. ft.

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


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



**Request for license
205 Market Street**




Double sided HDU sign

 <p>PortsmouthSign.com 603-436-0047</p>	<p>REVISION: All orders under \$250 include 1 revision only. All orders over \$250 include 2 revisions only. Additional revisions will be charged at \$25 per revision.</p> <p>PLEASE NOTE: Designs are NOT actual size and color may vary depending on printer and/or monitor.</p>	<p>10/7/2022</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 & 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>	<p>RETURN SIGNED TO: service@portsmouthsign.com</p>
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<p>Shop Use Only</p>	<p>Qty: SS <input type="checkbox"/> DS <input type="checkbox"/></p>	<p>Materials:</p>	<p>Background Color:</p>	<p>Vinyl Color: HP <input type="checkbox"/> Int <input type="checkbox"/></p>	<p>Other:</p>
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 <p>PortsmouthSign.com 603-436-0047</p>	<p>REVISION: All orders under \$250 include 1 revision only. All orders over \$250 include 2 revisions only. Additional revisions will be charged at \$25 per revision.</p> <p>PLEASE NOTE: Designs are NOT actual size and color may vary depending on printer and/or monitor.</p>	<p>10/7/2022</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 & 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>	<p>RETURN SIGNED TO: service@portsmouthsign.com</p>
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<p>Shop Use Only</p>	<p>Qty: SS <input type="checkbox"/> DS <input type="checkbox"/></p>	<p>Materials:</p>	<p>Background Color:</p>	<p>Vinyl Color: HP <input type="checkbox"/> Int <input type="checkbox"/></p>	<p>Other:</p>
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October 19, 2022

Your Honorable Mayor,

First, I'd like to extend our thanks to the city of Portsmouth for its generous support for the second annual New England BIPOC (NEBIPOC fest) festival held September 25 at Vida Cantina. We hosted roughly 30 restaurants and non profits from all over New England representing our diverse region; with over 1000 attendees celebrating food, music and culture.

The city staff, including but not limited to Health, Police, Fire and building went above and beyond to make sure we were able to hold a safe and successful event.

We are looking to host the third annual NEBIPOC festive on September 24, 2023. Our hope is to move the festival to market square. We are requesting the closure of Pleasant street from the intersections of Pleasant and Court to Pleasant and Congress.

Our dedicated team of volunteers looks forward to working with the city on this event.

If you have any questions or concerns, please do not hesitate to contact us.

Thank you.

New England BIPOC festival committee

Joanna Kelley

David Vargas

Evan Mallett

Marie Collins



October 19, 2022

The Honorable Mayor Becksted and City Council Members
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor Becksted and City Council Members,

Big Brothers Big Sisters of New Hampshire would like to respectfully request approval to close Pleasant Street on Saturday, September 23, 2023 from 1pm – 4pm for our 13th Annual *Stiletto Sprint*. We further request to reserve the following Sunday, September 24, for a rain date.

Our Young Philanthropists for Mentoring (YP4M) Committee is excited to begin organizing the Stiletto Sprint for 2022. 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.

This year's Stiletto Sprint was very successful, raising funds for our mentoring programs 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 aemerson@bbbsnh.org or 603-255-8693 x 1011.

We look forward to continued collaboration with the City of Portsmouth.

Sincerely,
Anna Emerson
Corporate Partnerships and Recruitment Manager
Big Brothers Big Sisters New Hampshire

Business office: 3 Portsmouth Ave. #2 - Stratham, NH 03885

www.bbbsnh.org

Serving Central, Western, Seacoast, and Lakes Region, NH

CITY COUNCIL E-MAILS

Received: October 3, 2022 (after 5:00 p.m.) – October 20, 2022 (before 9:00 a.m.)

October 24, 2022 Council Meeting

Submitted on Wed, 10/05/2022 - 15:43

Full Name

Valerie Rochon

Email

Valerie@portsmouthnh400.org

Subject

Thank you from Portsmouth NH 400th Legacy Committee

Address

One Junkins Ave, Box PNH400

Message

Dear Portsmouth City Councilors,

On behalf of Portsmouth NH 400, we want to thank you for approving the Legacy Task Force's plans to create a sculpture garden in the Bohenko Gateway Park.

We are very excited about this project and working hard to make it happen. Having the endorsement of the city council is welcome news, a vote of confidence in what's planned.

In the weeks ahead, we will be concentrating on reviewing proposals that have been submitted and raising funds.

If you have any suggestions or would like updates, please reach out.

Thanks again for your support of this project and your service to Portsmouth. We are so grateful to you.

Sincerely,

Ernie Greenslade, Chair, PNH400 Legacy Task Force

Valerie Rochon, Managing Director, PNH400

Nancy London, PNH400 Legacy Task Force Committee

Barbara Massar, PNH400 Legacy Task Force Committee

Judy Miller, PNH400 Legacy Task Force Committee

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Thu, 10/06/2022 - 07:17

Full Name

Judy Ringer

Email

judy@judyringer.com

Subject

Our beautiful Portsmouth Indoor Pool

Address

76 Park Street

Message

I just returned home from my early morning swim at our beautiful Portsmouth Indoor Pool. Thank you to Lexy van Binsbergen, her the amazing staff, the SIPP Board -- and to our City Council -- for supporting this one-of-a-kind facility. The new renovation, drains, and infrastructure make this a unique benefit to our community. I love swimming, and I love our pool. Thank you!

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Thu, 10/06/2022 - 09:03

Full Name

Brenna Jennings

Email

brennaj@gmail.com

Subject

Survey Tech/Contractor

Address

54 Taft Rd

Message

Good morning - I just caught up with today's Herald article regarding the use of research professionals and technology to survey residents and I think it's a smart move. I work for a large national nonprofit where we recently contracted experts to help us craft and distribute the largest survey we've ever undertaken. They were able to spot biases in our assumptions and deliver a concise, clear, and accessible survey to our audiences. My department was immediately able to use the processed data to tailor our strategy and goals. With less jargon: They got us out of our own way and delivered more valuable, concrete info than we could have gotten on our own. I look forward to seeing how this proceeds. Thank you, Brenna

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Fri, 10/07/2022 - 14:36

Full Name

Elizabeth Mooney

Email

elizabethvmooney@hotmail.com

Subject

EPA Seeks Nominations for Local Government Advisory Committee

Address

176 Woodlawn Circle

Message

Dear City Councilors:

I thought you might find this of interest. See press release below..

Sincerely,
Liz Mooney

EPA Press Office

To:elizabethvmooney@hotmail.com
Fri 10/7/2022 12:44 PM

Issued: Oct 7, 2022 (12:37pm EDT)

WASHINGTON (October 7, 2022) – Today, the U.S. Environmental Protection Agency (EPA) is announcing a solicitation for nominations to serve on its Local Government Advisory Committee (LGAC), which advises EPA on critical environmental issues impacting local governments. The agency is also accepting nominations for LGAC's Small Communities Advisory Subcommittee (SCAS).

"EPA works closely with local governments in our work to deliver public health and environmental protections to all communities in the United States, including communities that have been underserved for far too long," said Deputy Administrator Janet McCabe. "The Local Government Advisory Committee and its subcommittees have provided critical advice to the agency over the past year and I look forward to engaging more with our local partners on the issues most important to them as we advance the Biden-Harris Administration's bold environmental agenda."

Members of the LGAC and SCAS will provide advice and recommendations on a broad range of issues, including but not limited to: advancing environmental justice, developing capacity for technical assistance at the local level, reducing greenhouse gas emissions, bolstering resilience to the impacts of climate change, enhancing the infrastructure needed to provide drinking water and wastewater services, and supporting local governments in the assessment and remediation of PFAS chemicals.

Candidates must be current elected officials representing local, state, tribal, or territorial governments; officials working full-time for a government who have been appointed directly by an elected official will also be considered. EPA expressly values diversity, equity, and inclusion, and encourages the nominations of individuals from diverse backgrounds, so that the LGAC and SCAS look like America and reflect

the country's rich diversity. Members will be appointed for one or two-year terms.
To be considered for 2023 appointments, nominations should be submitted by October 31, 2022.

Learn more about the nomination process [here](#)

Background

Chartered in 1993 under the Federal Advisory Committee Act, the Local Government Advisory Committee provides independent and objective policy advice to the EPA Administrator on a broad range of issues affecting local governments. The Small Community Advisory Subcommittee was established by EPA in 1996 to advise the Administrator on environmental issues of concern to the residents of smaller communities.

For more information about the LGAC

For more information about the SCAS

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Mon, 10/10/2022 - 13:05

Full Name

Joel Brown

Email

joelrobertbrown@gmail.com

Subject

Portsmouth Hockey Documentary

Address

211 Union St, 203

Message

Film maker Toney Brown made a documentary on the 21/22 Portsmouth High hockey team. The documentary debuted at the Music Hall in Portsmouth. Here's the link to the documentary for you to watch.

<https://vimeo.com/757396156>

password: puck

We have an incredible opportunity to build a new indoor facility in Portsmouth. This new facility would not only be for high school students but citizens of all ages in Portsmouth.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Tue, 10/18/2022 - 10:57

Full Name

Gerald Duffy

Email

gduffy44@gmail.com

Subject

Civic discourse in the council chamber

Address

428 Pleasant St., Unit 3

Message

Dear Mayor and councilors:

This year the Mayor made several reasonable requests regarding the nature of public comment and resident behavior at council meetings. While acknowledging that elected officials are fair game for criticism from the podium, he asked speakers to refrain from making personal attacks on members of the city staff. Some members of the public didn't get the message. The Mayor's thick skin is impressive, but my feeling is that no-one on the dais — volunteers who are procedurally unable to defend themselves — should be the subject to nasty and cowardly personal attacks.

The Mayor also asked residents in the chamber to reserve applause for the celebratory moments when citizens are being acknowledged for service to the community or their accomplishments. The Mayor is wise enough not to enforce these requests; he is depending instead on a cooperative sense of respect, good faith, and decency from the public. The obvious goal is to achieve more respectful civic engagement and less vitriol. Given the state of political discourse in general, anything we can do to chip away at chronic divisiveness and cynicism towards government is well worth the effort. For adults, this is not a big ask.

I applaud Councilor Bagley for backing up the Mayor with a point of order at the last council meeting. I hope other councilors will add their support too, as far as is procedurally possible. I am convinced that the vast majority of residents and voters would prefer a more orderly chamber during council meetings. There's another practical reason for this effort. We want to increase public participation in local government, not deter it. Behavior like we've seen recently in the chamber is more likely to put people off and give anyone considering running for office second thoughts. It is not healthy.

Freedom to speak must be balanced against freedom from vitriolic attacks. I hope the Mayor and council, with the lightest of touches, can find ways — procedures and rules — to improve the tone of public comment in the chamber.

Sincerely,
Gerald Duffy

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

October 17, 2022

Philip Miller
74 Cass Street
Portsmouth, New Hampshire. 03801

Subject: Start to think about a permanent Children's Theater at the Community Campus

Dear City Council,

Considering the success of the Prescott Park play every summer, it is time for the city to consider the construction of a permanent Children's Theater at the Community Campus or possibly the Lister Academy site if it moves. In my opinion there can be no better investment for the future of our young people and the community.

I lived for some years in Annapolis MD where they have such a facility and I was always impressed with what an important service it provided for young and old in a city that is very similar to ours.

It was a favorite venue for my wife and I to take our grandchildren. They always remember a stellar performance of Willie Wonka where every appearance of the Oompa Loompa's with their identical blonde wigs stole the show.

It was a modest theater, but it was so wonderful to see the enthusiasm of the youngsters producing their make believe world to the delight of their community.

Something to think about, yes? Google the Annapolis Children's Theater for a start.

Sincerely, Philip Miller, 74 Cass St.
pmiller671@gmail.com

Dear Mayor McEachern,
Please consider this as my
formal notice to resign
immediately from the ZBA. I
do this reluctantly as I have
thoroughly enjoyed my terms on
the board. However, my wife
Karen has health problems that
make the regular late night
meetings difficult for our family
and friends who help out. I
do think the board is functioning

well and will continue to
do so. I have discussed the
transition to new leadership
with several board members
and think the process should be
smooth. The staff work
provided by the Planning
Department is appreciated, as
always. If I can ever be
of assistance, please call.
Lastly, filling vacancies is
very important as the

"learning curve" on this
board is quite long.

Best Regards,
Art Parrott

received
10/5/22





CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: Conservation Commission

Name: Stewart Sheppard Telephone: 603-502-3584

Could you be contacted at work? YES NO If so, telephone# 603-502-3584

Street address: 77 New Castle Ave, Portsmouth

Mailing address (if different): _____

Email address (for clerk's office communication): Stewart_Sheppard@hotmail.com

How long have you been a resident of Portsmouth? 4 years

Occupational background:

Sustainability manager, Higg. A software platform enabling the apparel & footwear industry to measure their environmental impact. Sustainability consultant for ski resorts

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

Sustainability consulting for ski resorts where issues with wetlands and compensatory measures are a common question. General knowledge on climate change/global warming and the role of wetlands in protecting coastal areas & preventing floods

OVER

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: _____

Getting involved in the life of the local community, giving back to the community

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

Board member for POW France (Protect Our Winters);

<https://protectourwinters.org/>

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

1) James Beale, 286 Cabot street, Portsmouth - 603 205 0949

Name, address, telephone number

2) Robert Fernald, 1 Park circle, North Hampton, 603 380 6005

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: Stewart Sheppard Date: 08/30/2022

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

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



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: Conservation Commission

Name: Brian Gibb Telephone: 603.303.9255

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

Street address: 348 Maplewood Ave Apt 2

Mailing address (if different): _____

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

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

Occupational background:

President/CEO Drummond Group of Healthcare IT companies. Also have a software engineering background and an MBA.

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

I grew up on a farm and our home was near forestry. I gained an appreciation for conversation at an early age from my Father. This caused me to spend much time in states like Colorado, Oregon, New Hampshire and Maine. I owned a 50 acre ranch in Texas for a number of years upon which I worked the land to improve for wildlife. I also own and continue to operate my family's 300 acre generational farm in Illinois.



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

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

Reasons for wishing to serve: _____

I am interested in ensuring the proper utilization and protection of natural resources. I love the natural resources that we have here in NH and the seacoast region. I especially like our trees, waterways, mountains, and wildlife.

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

Member Society for the Protection of New Hampshire Forests, White Mountains and US National Parks annual contributor. Member with Advocates for the North Mill Pond. Member board of directors with The Chase Home, Cross Roads House, NH SPCA.

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

1) Jaci Grote (NH Rep), 603-235-6287
Name, address, telephone number

2) Tatiana Young, 312-550-4580
Name, address, telephone number

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Signature: Brian Hill Date: _____

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

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



CONSIDERATION

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

Alt to Full Member

APPOINTMENT APPLICATION

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

Committee: Economic Development Commission

Initial applicant

Name: Anne Weidman Telephone: 603.770.0876

Could you be contacted at work? YES NO If so, telephone# 603.770.0876

Street address: 44 Lookout Lane, Portsmouth, NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): aweidman@jsainc.com

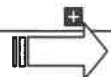
How long have you been a resident of Portsmouth? 8 years

Occupational background:

JSA Design / Architects & Planners: Director of Community Engagement
In my role at JSA I keep a finger on the pulse of businesses and
development in the State of NH and beyond.

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

As a member of the Mayor's Blue Ribbon Committee to Reopen Portsmouth I
researched and brought a variety visual presentations for the task force: Creating
outdoor dining spaces for restaurants in Portsmouth; Winter activation of events in
Portsmouth; Design possibilities to create a safer environment for walking from
Foundry parking garage to downtown; Design possibilities for more attractive outdoor
dining; Accessibility solutions for people with disabilities; Working to amplify the work of
construction trades students at Portsmouth CTE

 OVER

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

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

Reasons for wishing to serve: _____

I am a current alternate member of the EDC, requesting a full seat. In my role as Director of Community Engagement at JSA Design, as well as my tenure on the Mayor's Blue Ribbon committee to Reopen Portsmouth, I spend countless hours looks for ways to revitalize under-utilized areas of Portsmouth, under-utilized times of year, creative solutions to placemaking and planning.

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

- + Alternate member of the Economic Development Commission
 - + Trustee at Strawberry Banke Museum and in that role provide oversight of the outdoor ice rink.
 - ~~+ Active member of Plan NH, an organization that brings factual information to NH towns and cities to help ensure smart growth and continued vibrant communities across NH. Presenter and moderator at Plan NH events~~
 - + Creator of 'Winter Portsmouth' which is working in collaboration with the Chamber to bring economic growth to the Portsmouth area from January-April
- _____
- _____

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

1) Tom Watson, 200 New Castle Avenue, Portsmouth 603.770.6100
Name, address, telephone number

2) James Petersen, 335 Maplewood Ave, Portsmouth 603.380.5767
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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5. Application will be kept on file for one year from date of receipt.

Signature: Anne Weidman Date: 10.17.21

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

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801
6/27/2012

ANNE WEIDMAN, CPSM

As director of community engagement and business development for JSA Design, I bring a true love of community and connection. I keep an eye on everything happening in the built environment in New England, and build relationships with developers, operators, construction companies, engineers, local and state officials, and more. I especially enjoy working on projects that are out of the typical development prototype. When a thoughtful neighborhood or project positively impacts people's lifestyles, that's a feel-good moment. I volunteer with Portsmouth-based civic organizations and also for the City of Portsmouth. As a trustee of Strawberry Banke Museum I oversee the historic site's outdoor ice rink. I am also a frequent speaker for Access Navigators, a JSA-based non-profit organization providing reliable accessibility information that helps New England residents with disabilities stay connected to their communities.

EDUCATION

Bachelor of Science, Marketing / Design, Indiana University of Pennsylvania

PROFESSIONAL EXPERIENCE

JSA Design, Portsmouth, NH Marketing / Community Engagement / Associate

University of New Hampshire, Durham, NH

Group facilitator, Community Accessibility studies:

Occupational Therapy Practice and Professional Reasoning, graduate level; Public Health Nursing Project, undergraduate level

The Rinks at Exeter, Exeter, NH Marketing Manager

RECOGNITION

Haven: Life Changer Award, Connection Creator / Community Champion, 2022

Portsmouth Rotary, Vocational Education Award, 2022

Chamber Collaborative of Greater Portsmouth, Portsmouth Phoenix Award, 2021

New Hampshire Governor's Accessibility Award, 2019

SPEAKING ENGAGEMENTS / PUBLICATIONS

- Healthy City Design International: The Accessible City, Royal College of Physicians, London, 2022
- PlanNH Fall Conference, Moderator: Building Blocks for a Vibrant Downtown, 2022
- New Hampshire Planners Association Annual Conference: Accessibility in Outdoor Dining spaces 2022
- Phillips Exeter Academy: Social Justice in the Community/Accessibility, 2022
- Salem State University, Community Accessibility, 2020, 2021, 2022
- AIA Forum magazine, Accessible Outdoor Dining, 2021
- PlanNH: Accessibility in Outdoor Dining Spaces, 2021
- Seacoast Economic Development Committee: Accessibility in Outdoor Dining Spaces, 2021
- AIA Forum magazine, Portsmouth Design Professionals Alliance, 2020
- SMPS Marketing Boot Camp: What's Your Golf Course?, 2020
- SMPS Northeast Regional Conference: The Road Not Taken, 2019
- LeadingAge PEAK Leadership summit, Washington DC, 2019
- Strafford County Planning Commission: Intro to Access Navigators, 2018
- Complete Streets Conference: Introduction to Access Navigators, 2018
- Granite State Landscape Architects: Engaging Community Through Art and Design, 2018
- Rockingham County Planning Commission: Introduction to Access Navigators, 2018
- Avesta, Day of Caring: Access Navigators, Aging in Place & Universal Design, 2018
- Portsmouth Rotary: "Accessibility as an Economic Driver," 2018
- Boston Society of Architects, 'Learning Not to Walk,' 2018
- America Walks webinar: Creating Safe Spaces for All Community Members, 2018
- Plan New Hampshire, "Accessibility as an Economic Driver," 2017
- WCSA Radio, Hello Access Portsmouth! 2017
- New England Foundation for the Arts, "Accessibility as an Economic Driver," 2017
- SNHPC / AARP: Becoming Age Friendly, panelist, Economic Development, 2017
- The Institute for Human Centered Design, "Learning Not to Walk, Access Portsmouth," 2017

PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS

CPSM, Certified Professional Services Marketer, 2010

SMPS Northern New England, President 2011/2012

NCIDQ: National Council for Interior Design Certification, 1986

COMMUNITY ENGAGEMENT

City of Portsmouth: Economic Development Commission, alternate

Portsmouth Athenaeum, Board of Directors; Portsmouth 400 Athenaeum Task Force

Winter Portsmouth, Organizer: Activate Portsmouth January-April as a public health initiative and economic driver

Chamber Collaborative of Greater Portsmouth, Destination Marketing Taskforce

Portsmouth CTE, Business / Educator Roundtable: Career paths in construction trades

Mayor's Blue Ribbon Committee to Reopen Portsmouth: streetscape solutions, economic drivers

Portsmouth Design Professionals Alliance, Spokesperson

AIA Forum magazine, A publication of AIA New Hampshire, Editorial Board

Access Portsmouth, Director of Community Engagement

Plan New Hampshire, Placemaking committee

Ice Dance International, Seacoast Development committee

Strawbery Banke Museum, Chair: Rink Operations committee

Strawbery Banke Museum, Board of Trustees

PechaKucha Portsmouth, Organizing committee

Krepmpels Center, Board of Directors

anne.weidman7@gmail.com 603.770.0876

44 Lookout Lane Portsmouth New Hampshire 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: Task Force to Study Private/Public Historical Archive

Name: Charles Doleac Telephone: 603-817-2676

Could you be contacted at work? YES NO If so, telephone# 603-436-4010 Street

address: (Home) 365 Little Harbor Road, Portsmouth NH Mailing

address (if different): (office) Boynton Waldron Doleac et al, 82 Court Street, Portsmouth NH

Email address (for clerk's office communication): cdoleac@nhlawfirm.com

How long have you been a resident of Portsmouth? 45 years

Occupational background:

Lawyer with Boynton Waldron Doleac Woodman & Scott

Also experience with numerous local non-profit institutions as founder, president, director trustee and proprietor

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

For a number of years involved as officer and director or trust of numerous non-profit historical institutions in need of archival space for their collections and future donated collections. Institutions include Strawberry Banke, Portsmouth Historical Society, Athenaeum, Japan American Society of NH, Portsmouth Peace Treaty Forum. I also over the years have acquired a Portsmouth Peace Treaty collection that I wish to leave to a local institution that will require archived space.

OVER

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 (within reason)

Reasons for wishing to serve: To provide archival space and services for its collections presently in Portsmouth and provide archival capacity and infrastructure for future collections concerning Portsmouth. We need this archival capacity to keep the Portsmouth collections in the City.

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

Board of Directors Portsmouth Historical Society, Portsmouth Atheneum Proprietor, Past President Strawberry Banke, President Japan America Society of NH, Chair Portsmouth Peace Treaty Forum and Chair 1713 Portsmouth Peace Treaty Commemoration Committee and involved in private collection activities.

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

1) Jack Blaylock 148 Bracket Road, Portsmouth, NH 603-234-3112
_ Name, address, telephone number

2) Bob Lister 69 Diamond Drive, Portsmouth NH 603-431-6577 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
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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 10/5/22

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

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

6/27/2012



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: Task Force: Historical Document Archive Partnership

Name: Kristen Peterson Telephone: (207) 752-2480

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

Street address: 51 Islington Street, Suite 202, Portsmouth, NH

Mailing address (if different): _____

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

How long have you been a resident of Portsmouth? 4 years

Occupational background:

Fresco restoration, Florence, Italy; Archivist, South End Historical Society, Boston, MA; Member, Portsmouth Athenaeum. Unrelated occupation: Presently, Mortgage Loan Officer, First Seacoast Bank, Portsmouth, NH.

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

I have a Masters Degree in Museum Studies from Johns Hopkins University, including study related to Archiving methods. I am also presently a volunteer at the Portsmouth Athenaeum, and a member of Portsmouth Rotary.

➡ OVER

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

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

Reasons for wishing to serve: _____

I have a strong interest in Portsmouth history. Preservation has also directed me to my recent studies at Johns Hopkins. _____

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

Member and Volunteer, Portsmouth Athenaeum.

~~Member, Isabella Stewart Gardner Museum.~~ _____

Member, Portsmouth Rotary.

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

1) Jean Kolak, York Hospital Development, (207) 752-2749

Name, address, telephone number

2) Eddie Wieder, Formerly a staff member of Tufts University, (508) 733-7671

Name, address, telephone number

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5. Application will be kept on file for one year from date of receipt.

Signature: _____

Date: 10/14/2022

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

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

KRISTEN L. PETERSON
51 Islington Street, Suite 202
Portsmouth, NH 03801
kristenlynnepeterson@gmail.com
(207) 752-2480

PROFESSIONAL EXPERIENCE

FIRST SEACOAST BANK, Portsmouth, New Hampshire

Mortgage Loan Officer: November 2021 – present

Provide superb customer satisfaction to community members, while ensuring good value business decisions for the bank. Responsible for driving business results through new residential loan origination using sales-driven and proactive approaches through research, building customer relationships and engagement in the community. Drive business results through originating new residential mortgage loans while working closely with borrowers and internal and external resources to oversee loans through to closing to assure repeat business.

SIGNATURE ESCROW & TITLE SERVICES, Portsmouth, New Hampshire

Closing Agent and Director of Marketing and Business Development: November 2017 – May 2021

Develop sales, marketing and client fulfillment strategies while fostering and maintaining optimal levels of service satisfaction through the continual evaluation of and engagement in closing and administrative functions. Assure website is up-to-date with daily edits as-needed, displaying timely and accurate information. Oversee client and company requirements for staff and apply performance and quality standards accordingly while personally conducting over 2,000 closings. Responsible for developing and implementing budgets, strategies and tactics that will improve company productivity.

Responsibilities included:

- Originate new business and maintain existing relationships to ensure monthly goals are met;
- Overhaul of antiquated website, by designing and contenting writing a new dynamic site;
- Maintain company's social media campaigns, including the company's use of Facebook, Instagram, website and Constant Contact, to insure the most recent and accurate information is posted;
- Create and deliver several state approved NH and ME CEU-granting courses to Realtor, lender and consumer groups relative to the title search and settlement process;
- Participate in industry functions/events/meetings such as Realtor associations, property tour groups and affiliate committees;
- Manage customer calls, inquiries, quotes, etc., ensuring client's needs are met;
- Solicit, interview, hire, train and manage closing agents;
- Oversee the creation and maintenance of monthly closing reports.

NATIONAL ASSOCIATION OF ADVISORS FOR THE HEALTH PROFESSIONS,

Champaign, Illinois

Media Specialist: March 2003 – May 2012

All communication to members to assure Board messages, event registrations, advertisement sales and publication sales were delivered clearly and timely. Manage print production of a quarterly journal (print and digital formats), monthly electronic newsletters and ad email blasts. Create complete layout of all printed pieces, from edits to press. Coordinate book printing production for several association publications, which includes soliciting price bids. Daily maintenance of the website, including the creation of a member-only password-protected section. Excellent writing, research and organization skills, attention to detail and initiative to assure the association's mission and vision are accurately delivered to all audiences.

SKILLS

- Software: Adobe Suite, including InDesign and Photoshop; Google Suite; Encompass; Quick Books; e-Closing, FileMaker, Wordpress and MS Office, including Word, Excel and Power Point
- Website development and oversight, including creating sites using WordPress and promotion via Constant Contact
- Social media campaign planning, execution, direction and reporting/evaluation
- Accounting experience with Quick Books
- Twenty years experience in customer service/quality control and marketing

EDUCATION

Johns Hopkins University, Baltimore, MD; Masters of Museum Studies

Tufts University, Medford, MA; Graduate coursework; Mass Media

Regis College, Weston, MA; Bachelor of Arts, Art History and Communications

VOLUNTEERING/LICENSING

Volunteer: Portsmouth Athenaeum and the South End Historical Society, Boston, MA

Licensed Realtor, State of New Hampshire (inactive)

Commissioner of Deeds, State of New Hampshire and Notary, State of Maine

REFERENCES

Available upon request

LinkedIn URL: www.linkedin.com/in/kristenpeterson100/

Fully vaccinated



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: Task Force to Study Private/Public Historical Archive

Name: Emma Stratton Telephone: 781-254-7845

Could you be contacted at work? YES NO If so, telephone# 603-570-2491 Street

address: Portsmouth Historical Society, 10 Middle Street Mailing

address (if different): _____

Email address (for clerk's office communication): director@portsmouthhistory.org

How long have you been a resident of Portsmouth? n/a (Resident of Rye, work in Portsmouth)

Occupational background:

15 years in museum field; 6 years as Executive Director of museums

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

Current Executive Director of Portsmouth Historical Society

Past Executive Director of American Independence Museum in Exeter, NH (2017-2022)

M.A. in Museum Studies from the George Washington University

Work experience in Curatorial & Registrarial departments at Smithsonian American Art Museum

OVER

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

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

Reasons for wishing to serve: To ensure the longtime care and preservation of our city's archives for future generations

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

Member and Professional Affinity Group Co-Chair, New England Museum Association

Member, American Alliance of Museums

Member, NH Heritage Trail

Member, Portsmouth Historic Sites Association

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

1) Robin Lurie-Meyerkopf, 10 Middle Street (work address), 603-520-4780

— Name, address, telephone number

2) Mike Neilio, 9 Beechstone, 508-524-9664

Name,

address, telephone number

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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: Emma Stratton Date: 10/3/22

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

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

6/27/2012

EMMA STRATTON

Experienced team builder with public engagement skills and a passion for storytelling and sharing history

Rye, NH
(781) 254-7845

emma.e.stratton@gmail.com

CURRENT PROFESSIONAL ASSOCIATIONS

New England Museum
Association
Historic Site Professional Affinity
Group Co-Chair • Member,
NH Heritage Museum Trail •
Advisory Panel for Rev250 •
State of NH GOFFER Arts
Reopening Subcommittee on
Museums

TECHNICAL SKILLS

Little Green Light • Adobe
Photoshop • TMS • PastPerfect •
NeonCRM • Raiser's Edge •
WordPress • CatalogIt
Social media management •
Canva • Quickbooks

EDUCATION

George Washington University,
Washington, DC
2009-2012

*MA in Museum Studies
Concentration in Historic House
Interpretation*

Connecticut College,
New London, CT
*BA in American Studies & History,
Cum Laude
Museum Studies Certificate Program
American Studies Class of 2003
Prize*

Portsmouth Historical Society, Portsmouth, NH May 2022 -- Present
• Provide strategic leadership to a major cultural hub, serving 35,000 tourists and locals yearly

• Responsible for financial management including all contracts, grants, funds and annual budget over \$1,000,000

• Hire, maintain, supervise and support a team of twelve full-time and part-time staff, seasonal front desk staff and a corps of volunteers

• Oversee all museum operations including writing and implementing all policies and procedures and serving in HR function for staff and volunteers

American Independence Museum, Exeter, NH March 2017 – May 2022
Executive Director

• Provide strategic leadership to a dynamic and growing history museum with an annual engagement of 7,000 on-site visitors

• Responsible for financial management including all contracts, grants, funds and annual budget of \$300,000

• Hire, maintain, supervise and support six part-time staff, two contractors and corps of twenty volunteers

• Guide museum through COVID-19 pandemic with adaptive virtual/digital programming, retention of all staff, and \$97,000 surplus at the end of FY2020

• Lead new interpretative plan with focus on inclusive storytelling

• Work with Board to write and adopt new strategic framework in 2020

• Grow social media and web traffic through targeted SEO and analytics

• Manage all preservation maintenance and capital improvements to one acre of grounds and two 18th century buildings

• Maintain central role in donor cultivation, stewardship and engagement

• Oversee all museum operations including writing and implementing all policies and procedures and serving in HR function for staff and volunteers

• Upgraded operational systems including a new donor database in 2018 and a new collections management software in 2020

• Govern museum in conjunction with Board of Governors, Trustees, Ambassadors and committees

• Increase visibility of museum in the community through interviews, presentations, marketing, social media channels and targeted outreach

• Develop partnerships with community organizations such as Chambers of Commerce, Town of Exeter, and YMCA to increase programmatic reach

Heurich House Museum, Washington, D.C. January – December 2016
Director of Public Engagement

• All duties of Events & Marketing Coordinator, with the exception of managing private event rentals

• Grew annual Christmas market culminating in 2016's three-day event with 4,500 guests, 43 vendors and \$50,000 raised

• Managed part-time Event Rental Coordinator

• Hired, trained and supervised all events and program staff and volunteers

• Developed, coordinated, managed and staffed museum fundraiser events

Heurich House Museum June 2014 – January 2016
Events & Marketing Coordinator

• Planned, implemented and staffed all museum public programs totaling over 30 programs per year

**NONPROFIT BOARD
EXPERIENCE**

Eventide Foundation

Exeter, NH

December 2019 – Present
Grantmaking organization
providing support for elderly
programs in New Hampshire

Forty Steps Dance

Nahant, MA

2017 – 2019

Modern dance company

**MUSEUM VOLUNTEER
EXPERIENCE**

Heurich House Museum,

Washington, D.C.

March 2014 – June 2014

Special Events Volunteer

**Smithsonian American Art
Museum, Washington, D.C.**

June 2010 – June 2014

Public Programs Volunteer

- Oversaw 100% increase in event rentals from 2014-2015
- Managed all event rentals including weddings and corporate events
- Created new and dynamic mission-related public programming
- Managed all marketing including graphic design, e-mail communications, press releases, event promotion and building relationships with local press
- Researched and posted unique content across social media platforms
- Served as project manager for museum's rebranding project
- Managed implementation of museum's first comprehensive database system
- Re-launched and managed museum membership program
- Worked with Executive Director and local makers to transform carriage house into Brewmaster Studios, an arts and humanities collective with studio space
- Assisted with museum operations, as needed

Smithsonian American Art Museum, Washington, D.C. July 2011 – May 2014

Permissions Coordinator

- Served as museum's first permissions coordinator to ensure strict adherence to all intellectual property considerations including fair use, public domain, and copyright restrictions
- Completed Smithsonian Institution intellectual property training
- Member of museum's Social Media Committee

Society of the Cincinnati's Anderson House, Washington, D.C. June-July 2011

Stipend Funded Intern

- Completed six-week internship to update Society's holdings in the National Portrait Gallery's Catalog of American Portraiture, totaling 100 portraits

Renwick Gallery, Smithsonian American Art Museum January – May 2011

Curatorial Assistant, Temporary Appointment

- Assisted curator in planning *40 Under 40: Craft Futures* for July 2012 opening
- Served as point of contact for forty featured artists and their galleries

Smithsonian American Art Museum

June 2010 – January 2011

Team Leader, Temporary Appointment

- Trained and managed staff for the temporary exhibition *Telling Stories: Norman Rockwell from the Collections of George Lucas and Steven Spielberg*
- Responsible for handling high volume of visitors and resolving visitor issues
- Assisted Visitor Services Manager and External Affairs with staffing programs and exhibition openings

Ayer Mansion, Boston, MA

November 2008 – July 2009

Contracted Intern

- Completed comprehensive inventory of all objects on display in mansion
- Updated donor database using Microsoft Access software
- Compiled report on grant history for museum and preservation purposes
- Performed essential public relations tasks for on-site museum events

Phillips House, Salem, MA

Summer 2007; May 2008 – July 2009

Stipend Funded Intern & Guide

- Led tours of home and carriage house presenting family, maritime, and architectural history with compelling and comprehensive approach
- Trained new guides
- Assisted with directive to open third floor servants' quarters to public
- Researched and compiled binders of objects on display for guide reference
- Worked with team on transition from privately owned historic home to Historic New England management



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: Task Force to Study Estab of Private/Public Pship for Hist. Doc Archive

Name: Thomas R. Watson Telephone: 603-770-6100

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

Street address: 200 New Castle Avenue, Portsmouth, NH 03801

Mailing address (if different): P. O. Box 1106, Portsmouth, NH 03802

Email address (for clerk's office communication): tomwatson603@gmail.com

How long have you been a resident of Portsmouth? 1983 -1994: 1998 - present

Occupational background:
I am retired. I practiced law in the City of Portsmouth from March, 1979
until July, 2021. See attached curriculum vitae for listing of firms.

Please list experience you have in respect to this Board/Commission:
At various times in the last 25 years, I have served in leadership positions in the
Portsmouth Historical Society, Strawbery Banke Museum and the Portsmouth
Athenaeum, institutions that are possible private partners in a new historical documents
archive. I have participated in and held leadership positions in a number of other
community and public organizations, as well.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES NO NA COMMITTEE IS IN FORMATION

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

Reasons for wishing to serve: _____

I believe my experience in other Portsmouth historical institutions who may partner with _____
the City on a new historical document archive gives me insight into the need for and _____
barriers to creating a public/private partnership for this project. _____

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

Portsmouth Trustees of Trust Funds; Portsmouth Economic Development Commission;

Portsmouth Committee on Implementation of Prescott Park Master Plan; Strawberry

Banke Museum National Council

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

1) Dana S. Levenson, 6 Currier's Cove, Portsmouth - 603-498-9261

Name, address, telephone number

2) James G. Nocas, Jr., 64 Thaxter Road, Portsmouth - 603-436-8378

Name, address, telephone number

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3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 10.5.2022

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

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

6/27/2012

Thomas R. Watson
200 New Castle Avenue
P.O. Box 1106
Portsmouth, NH 03802-1106
603-770-6100
tomwatson603@gmail.com

Education:

University of New Hampshire, Durham, New Hampshire, BA Political Science, *cum laude*, 1973;
University of New Hampshire School of Law (formerly Franklin Pierce Law Center), Concord,
New Hampshire, JD 1978

Bar Admissions:

Admitted to the Bar of New Hampshire (1978) U.S. District Court, District of New Hampshire
(1978), U.S. Court of Appeals, First Circuit (1978), State of Maine (1982), U.S. District Court,
District of Maine (1982), U.S. Supreme Court (1986)

Professional Experience:

Retired from Drummond Woodsum & MacMahon, P.A., Portsmouth, New Hampshire and
Portland, Maine on July 31, 2021. Prior practice concentrated in the areas of civil litigation,
including commercial, personal injury and domestic litigation; general corporate and real estate.

Previously formed partnership (Tybursky & Watson) in the practice of law in Portsmouth, New
Hampshire in 1979; expanded to Tybursky, Watson & Harman in 1987; merged to become Taylor,
Keane, Blanchard, Lyons, Tybursky & Watson, P.A., later Taylor, Keane, Blanchard, Lyons &
Watson, P.A. in 1988; formed Watson, Lyons & Bosen, P.A. (later Watson & Bosen, P.A., then
Watson & Lemire, P.A.) in 1994; merged firm with Wiggin & Nourie, P.A. in 2005; shareholder at
Wiggin & Nourie, P.A. from 2005-2012; joined Drummond Woodsum & MacMahon in 2012.

Professional Involvement:

New Hampshire Association for Justice
President 1995-1996
Member, Board of Governors, 1989-2021;

American Association for Justice
Member, Board of Governors, 2006-2019
State Delegate, 1996-2006; Chair 1998-1999

New Hampshire Bar Association
Member, Board of Governors, 1985-1990

New Hampshire Bar Foundation
Board of Directors, 1987-1990

Community Involvement:

University of New Hampshire School of Law
Member, Board of Trustees, 2010-2013

Portsmouth Athenaeum
President, 2012–2014
Member, Board of Directors, 2010-2016
Proprietor, 1991-Present

Strawbery Banke Museum
Chair, Board of Trustees, 2002-2004
Member, Board of Trustees, 2000-2006
Member, National Council, 2008-Present

Greater Portsmouth Chamber of Commerce
Chair, Board of Directors, 1990-1992
Member, Board of Directors 1988-1992

Portsmouth Historical Society
President, 1995-1997
Member, Board of Trustees; 1994-1999

Leadership New Hampshire
Associate, Class of 1993-1994

Franklin Pierce Law Center Alumni Association
President, 1985-1986; Member, Alumni Council, 1990-1992

Treaty of Portsmouth Anniversary Committee
Member, 2002-2006

New Hampshire Main Street Center
Member, Board of Directors, 1998-2002

New Hampshire Small Business Development Center
Member, Board of Advisors, "Project Self-Start" Entrepreneurship Training
Program, 1993 - 1995

Ballet New England
Member, Advisory Board, 1996-2004

Greater Seacoast Economic Summit
Treasurer and Member of the Executive Committee 1990-1991

Public Service:

City of Portsmouth Trustees of the Trust Funds
Trustee, 2012 – Present; Chair, 2019 - Present

City of Portsmouth Economic Development Commission
Member, 2018 – Present

City of Portsmouth, Blue Ribbon Committee on Implementation of Prescott Park Master Plan
Member and Chair, 2020 - Present

City of Portsmouth Fire Chief Selection Committee
Member, 2019

City of Portsmouth Prescott Park Policy Advisory Committee
Member and Chair, 2017

City of Portsmouth Blue Ribbon Committee on Prescott Park Master Plan
Member, 2016 - 2017

City of Portsmouth Planning Board
Member, 1992 - 1994

City of Portsmouth Historic District Commission
Member, 1992

New Hampshire Constitutional Convention
Delegate, 1974

Recognition:

Voted 1995 "Portsmouth Citizen of the Year" by the Greater Portsmouth
Chamber of Commerce

Elected a New Hampshire Bar Fellow in 1993 by New Hampshire Bar Foundation

Received President's Award from New Hampshire Association for Justice in 1993, 1997, 2007 and
2016 in appreciation of outstanding service to the Association

Received Outstanding State Delegate award from the American Association for Justice in 1997 for dedicated and outstanding service

Received Weideman-Wysocki Citation of Excellence in 1999, 2000, 2002 and 2010 from American Association for Justice

Received Granite State Advocate Award from the New Hampshire Association for Justice in 2000 for dedication to the civil justice system

Received Board of Governor's Award from New Hampshire Association for Justice in 2006 in appreciation of long-term service to and support of the Association

Received Civil Justice Award from the New Hampshire Association for Justice in 2020 in recognition of outstanding commitment to the improvement and preservation of the American civil justice system.

Honored by the New Hampshire Association of Justice in 2021 by renaming the Board of of Governors Award the "Thomas R. Watson Board of Governors Award" in recognition of long term service on the Board.

Received inaugural Professionalism Award from the Rockingham County Bar Association in 2001

Recognized in 2011 through 2015 *Benchmark Plaintiff Guide* as local litigation star in commercial litigation and personal injury litigation.

Received President's Award for distinguished service from New Hampshire Bar Association as a member of the Special Committee on Rules of Civil Procedure in 1989.

Received 2013 E. Donald Dufresne Award for outstanding professionalism from the New Hampshire Bar Association

Inducted into the "Loyal Order of the Rock" in 2015 by the Rockingham County Bar Association in recognition of longstanding dedication to clients, colleagues and community

THOMAS R. WATSON
200 New Castle Avenue
Portsmouth, New Hampshire 03801

October 5, 2022

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

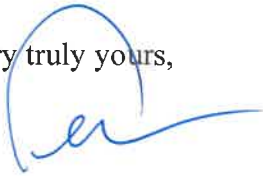
**RE: Task Force to Study Establishment of Private/Public Partnership for
Historical Document Archive**

Dear Kelli:

Enclosed please find my application for appointment as a member of the soon to be established Task Force to Study Establishment of Private/Public Partnership for Historical Documents Archive. Should you have any questions or require anything further, please do not hesitate to contact me. I can be reached at tomwatson603@gmail.com or 603-770-6100.

Thank you in advance for your assistance.

Very truly yours,



Thomas R. Watson

TRW/

Enclosure.



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

RECEIVED
OCT 05 2022
By _____

APPOINTMENT APPLICATION

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

RECEIVED
RECEIVED
Initial applicant

Committee: Task Force to Study Private/Public Historical Archive

Name: Lawrence Yerdon Telephone: 603-878-1989

Could you be contacted at work? YES NO If so, telephone# 603-433-1103 Street

address: 372 COURT ST, PORTSMOUTH, NH 03801 Mailing

address (if different): BUSINESS PO Box 300 Portsmouth NH 03802-0300

Email address (for clerk's office communication): lyerdon@sbmuseum.org

How long have you been a resident of Portsmouth? 18 YEARS

Occupational background:

PRESIDENT & CEO - STRAWBERRY BANKE MUSEUM
- HANCOCK SHAKERS VILLAGE
DIRECTOR & CURATOR - QUINN HISTORICAL SOCIETY

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

MA - HISTORY
CERTIFICATE IN HISTORICAL MANAGEMENT
MBA
ARCHIVAL TRAINING

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

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

Reasons for wishing to serve: _____

TO USE MY SKILLS & EXPERIENCE FOR THE COMMUNITY

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

CULTURAL LEADERS COMTE

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

1) LAWRENCE YERPOU
_ Name, address, telephone number

2) 372 COURT STREET, PORTSMOUTH NEW HAMPSHIRE
_ Name, address, telephone number

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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: LAWRENCE YERPOU Date: 10/04/12

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

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

PARKING and TRAFFIC SAFETY COMMITTEE

ACTION SHEET

8:30 A.M. – October 6th, 2022
Conference Room A

PRESENT: **Members:** City Manager Karen Conard, Deputy Police Chief Mike Maloney, Public Works Director Peter Rice, Fire Chief Bill McQuillen, Chairman Andrew Bagley, Erica Wygonik, Mary Lou McElwain, Steve Pesci, Mark Syracuse, Harold Whitehouse

City Staff: City Engineer Eric Eby, Parking Director Ben Fletcher, Associate Engineer Tyler Reese

ACTION ITEMS FOR CITY COUNCIL

- Taxi Stands, request to report back on removal of taxi only parking spots downtown and across the city, by City Council: **Voted** to eliminate all taxi stands except in front of Tuscan Steakhouse.
- Morning Street, request to restrict parking at Woodbury Avenue intersection, by resident: **Voted** to install No Parking Here to Corner signs 30 feet from Woodbury Avenue.
- Neighborhood Parking Program, discussion and recommendation of program fee to Fee Committee: **Voted** to recommend that City Council end the pilot program, and to present the framework laid out by the Parking Director if a permanent program is implemented by the City Council.

1. **Roll Call**
2. **Financial Report:** **Voted** to accept and place on file Financial Report dated August 31, 2022.
3. **Public Comment Session:** There were eight speakers: Scott Gerrato spoke regarding taxi parking downtown. Evan Mullen requested that the Committee study traffic safety on Summer Street. Ken Goldman, Michelle Worth, Sampo Kaasila, Barbara Sadick, Elizabeth Bratter, and Liza Hewitt spoke regarding the Neighborhood Parking Program.
4. **Taxi Stands, request to report back on removal of taxi only parking spots downtown and across the city, by City Council:** **Voted** to eliminate all taxi stands except in front of Tuscan Steakhouse.
5. **Morning Street, request to restrict parking at Woodbury Avenue intersection, by resident:** **Voted** to install No Parking Here to Corner signs 30 feet from Woodbury Avenue.
6. **Mariette Drive, request for speed study, by resident:** **Voted** to refer to staff for study and report back.

7. **Maple Haven, request for stop sign evaluation at several locations, by resident:** Voted to refer to staff for study and report back.
8. **Neighborhood Parking Program, discussion and recommendation of program fee to Fee Committee:** Voted to recommend to City Council to end the pilot program and to present the framework laid out by the Parking Director if a permanent program is implemented by the City Council.
9. **Monthly Accident Report:** *Informational; no action required.*
10. **Adjournment:** On unanimous roll call 9-0 voted to adjourn 9:59 AM.

Respectfully submitted by: Leila Birr

PARKING and TRAFFIC SAFETY COMMITTEE
PORTSMOUTH, NEW HAMPSHIRE

CONFERENCE ROOM A
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also have the option to join the meeting over Zoom
(See below for more details)**

8:30 AM

October 6th, 2022

MINUTES

I. CALL TO ORDER

Chairman Andrew Bagley called the meeting to order at 8:30 a.m.

II. ATTENDANCE

Members Present:

Chairman Andrew Bagley
Steve Pesci
Erica Wygonik (Alternate)
Public Works Director Peter Rice
City Manager Karen Conard
Deputy Police Chief Mike Maloney
Harold Whitehouse
Mary Lou McElwain (Z)
Mark Syracuse
Fire Chief William McQuillen

City Staff Present:

Parking Director Ben Fletcher
City Engineer – Parking, Transportation and Planning Eric Eby
Associate Engineer Tyler Reese

III. FINANCIAL REPORT

[00:06:25] Peter Rice moved to accept the Financial Report dated August 31, 2022, and place it on file, seconded by Mark Syracuse. **On a unanimous vote, motion passed 9-0.**

IV. PUBLIC COMMENT (15 MINUTES)

This is the time for all comments on any of the agenda items or non-agenda items.

[00:07:20] There were eight speakers: Scott Gerrato spoke regarding taxi parking downtown. Evan Mullen requested that the Committee study traffic safety on Summer

Street. Ken Goldman, Michelle Worth, Sampo Kaasila, Barbara Sadick, Elizabeth Bratter, and Liza Hewitt spoke regarding the Neighborhood Parking Program.

V. PRESENTATIONS

None

VI. NEW BUSINESS

(No public comment during Committee discussion without Committee approval.)

- A. [00:37:40] Taxi Stands, request to report back on removal of taxi only parking spots downtown and across the city, by City Council.

There is only one licensed taxi driver in the city. He requests keeping the taxi stand in front of Toscana.

Peter Rice made a motion to eliminate all taxi stands except for the existing one in front of Tuscan Steakhouse. Mark Syracuse seconded the motion. **On a unanimous vote, motion passed 9-0.**

- B. [00:42:33] Morning Street, request to restrict parking at Woodbury Avenue intersection, by resident.

This signage would be in line with state laws and city ordinances, which prohibit parking within 30 feet of an intersection.

Harold Whitehouse made a motion to install No Parking Here to Corner signs 30 feet from Woodbury Avenue, seconded by Mark Syracuse. **On a unanimous vote, motion passed 9-0.**

- C. [00:44:14] Mariette Drive, request for speed study, by resident. Mark Syracuse made a motion to refer to staff for study and report back. Motion was seconded by Harold Whitehouse. **Motion passed on a unanimous vote 9-0.**

- D. [00:45:20] Maple Haven, request for stop sign evaluation at several locations, by resident. Karen Conard moved to refer to staff for study and report back, seconded by Mark Syracuse. **Motion passed on a unanimous vote 9-0.**

VII. OLD BUSINESS

- A. [00:46:49] Islington Creek Neighborhood Parking Program, discussion and recommendation of program fee to Fee Committee. Benjamin Fletcher presented framework and recommendations for paid parking to the Committee should the City Council decide to implement a permanent Neighborhood Parking Program.

Steve Pesci made a motion to recommend that City Council end the pilot program, and to present the framework laid out by the Parking Director if a permanent program is implemented by the City Council. Motion was seconded by Mark Syracuse. **On a unanimous vote, motion passed 9-0.**

VIII. INFORMATIONAL

A. [01:30:39] Monthly Accident Report from Police.

Deputy Police Chief Mike Maloney commented that there were 81 crashes in August. Of that, 48 of them were reportable. There was one accident involving a bike, as well as one involving a pedestrian.

IX. MISCELLANEOUS

A. [01:31:43] Email from a resident regarding whether fees are paid to the City for events held at the Bridge Street Lot.

B. [01:33:18] Request from a resident of Broad Street to look at the intersection of South Street and Broad Street. People are parking close to the intersection.

X. ADJOURNMENT

Harold Whitehouse moved to adjourn at 9:59 a.m., seconded by Mark Syracuse. **On a unanimous vote, motion passed 9-0.**

Respectfully submitted,

Leila Birr,
Administrative Assistant, Department of Public Works

**Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser:*

https://us06web.zoom.us/webinar/register/WN_xjurgSbqRA2S8Uw3KnbUkw

Pricing Option for Islington Creek NPP Program

At the City Council meeting on August 22, 2022, the Parking Division was tasked with developing a pricing strategy to assure a permanent Islington Creek Neighborhood Parking Program remains cost-neutral.

The Islington Creek neighborhood has an inherent Parking supply vs. demand issue. While certain sections of the neighborhood (those located nearest the Foundry Garage) are indeed over-utilized due to large rental property populations and a short supply of on-street and private parking inventory, the overall neighborhood (as bounded in the current PILOT) is not experiencing occupancy figures to a degree that would normally dictate demand reduction resolutions. Parking Industry Best Practice suggests mitigation measures be explored when occupancy reaches 85% or above, while the Islington Creek neighborhood has for years not exceeded 75%.

The City has completed a year-over-year analysis of the 2021 and 2022 spring and summer seasons, using occupancy data from May – early August in each year. Data indicate that the neighborhood enjoyed a 1.98% reduction in demand that can be directly attributed to the PILOT. This equates to 4.96 additional open spaces neighborhood-wide. Considering the \$113,500 net cost, this equates to \$22,883 per ‘gained space’ that can be directly attributed to the program. For context, the highest-grossing inventory in downtown Portsmouth generates slightly less than \$8,000 in gross revenues annually.

While the gained spaces do indicate a positive result, the spaces ‘gained’ were not within the geographical area most affected by high demand and short supply, that being between Rock Street and Bridge. Rather, the open spaces were primarily realized in the less-populated, lower-demand areas west of Cornwall Street.

Pricing

Pricing platforms and policy recommendations from the Parking Division are always geared toward behavior management. For example, pricing in the Downtown inventory accelerates after the 3rd hour, providing an economic incentive for users to choose to vacate (turn over) spaces at the City’s desired 3 hour time frame. This leaves the inventory open for the next user, enabling support of local businesses by providing a convenient parking option for those who would choose to patronize those businesses.

3 hour Turn Goal

Unlike the City’s high-demand inventory, there is no call to encourage users to turn spaces over at the 3rd hour in a residential neighborhood. Because of this, the Parking Division does not recommend mirroring the Stay & Pay pricing model that has seen success in the Downtown space. Rather, the flat hourly rate structure utilized in each of the City’s garages more accurately reflects what should be deployed for this application.

In order to continue to encourage the use of the Foundry Garage, a price point of \$1.50 per hour is recommended. This coincides with the current B-Zone rate of \$1.50 for the first three hours, but does not escalate in the 4th hour and beyond. Pricing in this manner provides a natural incentive for users to choose the Foundry Garage with its \$1 per hour price point.

Advantages

With a simple application of metering technology for all non-credentialed users, the following unpopular features inherent in the current PILOT model are eliminated:

- Guest Passes are no longer necessary
- Event Passes are no longer necessary
- Contractor Passes are no longer necessary

All of these are eliminated due to the fact that non-credentialed users will simply engage the meter system for the duration of their stay.

Prohibitive costs of NPP passes for residents

The anticipated revenue from on-street visitor parking can be expected to offset a good portion of the costs associated with extending this program. This allows for a situation where a flat, nominal fee can be applied to NPP passes. For year one, the Division recommends a \$125 annual fee for up to 3 passes per household, each of which must be associated with a single, particular vehicle as in the current program. These fees will offset the cost of labor and materials for processing applications. At the conclusion of year one, revenues can be assessed against ongoing costs and annual permit fees can be adjusted to accommodate. Due to high resident turnover in the target neighborhood, the Division recommends an annual renewal, with the process being staggered by block to avoid an annual rush.

Metering

Rather than purchasing and installing meters throughout the neighborhood, the Division recommends that metering this area be performed solely through the use of the ParkMobile smartphone application. This will allow for minimal additional signage and no crowding of sidewalks with meter stations, while providing the additional features popular with users of the app in the City's downtown inventory, such as text warnings when sessions are expiring and the option to extend if desired.

The ParkMobile approach is the least intrusive process, leaving the neighborhood's character intact. Additionally, Portsmouth resident users of Parkmobile do not pay the \$.35 service fee and enjoy a price reduction of \$.50 per hour.

Execution

At this time, the Division anticipates full integration of its new Enforcement system by November 1st. Subsequent to a smooth transfer of data and full execution of the new product suite, the Division will stand ready to begin to execute as the Council sees fit to direct.



CITY OF PORTSMOUTH

CITY COUNCIL POLICY No. 2014-02

That City Council Policy 2014-02 **Policy Regarding Public Art** be amended by deleting the Policy as follows:

~~POLICY REGARDING PUBLIC ART~~

~~WHENEVER from any source an issue relating to Public Art should be brought to the attention of the City Council, that matter will be referred to the Public Art Review Committee (PARC).~~

~~This policy shall take effect upon the passage by the City Council.~~

~~Adopted by the Portsmouth City Council on June 16, 2014.~~

~~Ratified by the Portsmouth City Council on January 11, 2016.~~

~~Ratified by the Portsmouth City Council on January 16, 2018.~~

~~Ratified by the Portsmouth City Council on January 8, 2020.~~

Adopted by the Portsmouth City Council on _____.

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



CITY OF PORTSMOUTH

CITY COUNCIL POLICY No. ~~2009-06-2022-~~

The City Council Policy 2009-06 **Public Art Acquisition Policy** be renumbered and amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

PUBLIC ART REFERRAL AND ACQUISITION POLICY

The City of Portsmouth is committed to acquiring public art by donation, acquisition or commission. Only original work will be considered for acceptance.

~~The City Council desires that Art-Speak be charged with the formation of a standing committee, whose role will be to oversee the acquisition and de-accession (removal) of public art for all city departments¹. This committee will consist of between 7 and 11 members and will consist of Art-Speak Board Members (minimum of two), city staff, and community members.~~

The City Council shall establish a standing committee, whose role will be to oversee the acquisition and de-accession (removal) of public art for all City departments¹.

Whenever from any source an issue relating to Public Art should be brought to the attention of the City Council, that matter will be referred to the standing committee.

The standing committee will evaluate proposed donations, acquisitions or commissions based on the following criteria:

- The quality of the artwork.
- Appropriateness of the size, scale and materials for the site(s)
- Availability of an appropriate site.
- Costs of installation and maintenance of artwork.
- Condition and durability of the artwork.
- Aesthetic merit.
- Inclusion of a mandatory maintenance plan (including materials used and proper care for such materials)

¹ The Trustees of the Portsmouth Public Library have their own policy for art acquisition. The committee will defer to the Trustees of the Library for art acquisition at the Library.

All donated, acquired or commissioned works of *outdoor* art **must-shall** include a cash stewardship donation of at least 10% of the cost of the artwork which will be added to the Public Art Trust for ongoing stewardship of public art. *Indoor* art may or may not require a stewardship donation, depending on the type of art. The standing committee will determine if a stewardship donation is required for a given piece of indoor art, and if so, the amount of the donation. If the artwork is donated, the committee will determine the value of the artwork.

The committee ~~Art-Speak~~, along with recommendations from appropriate city boards, city staff, and/or committees, will review and recommend pieces of public art to the City Council for acceptance. All final decisions on acceptance shall be made by the City Council.

Suitable donations will be accepted unconditionally and free of all obligations and encumbrances. The City reserves the right to relocate donated artwork from time-to-time; and to not display a donated piece of art. Works from the collection may be considered for removal if they are in poor condition, damaged or deteriorated beyond reasonable repair or conservation **or for other good cause**.

As pieces of public art are acquired, they will be entered into the City Art and Artifact Index maintained by Portsmouth Public Library staff. If a piece is decommissioned, the date and reason for withdrawal will also be so recorded. Changes of location, whether temporary or permanent will be recorded in the Art and Artifact Index.

This policy shall take effect upon the passage by the City Council.

Adopted by the Portsmouth City Council on **December 21, 2009**.
Ratified by the Portsmouth City Council on January 19, 2010.
Ratified by the Portsmouth City Council on January 17, 2012.
Ratified by the Portsmouth City Council on January 13, 2014.
Ratified by the Portsmouth City Council on January 11, 2016.
Ratified by the Portsmouth City Council on January 16, 2018.
Ratified by the Portsmouth City Council on January 8, 2020.
Ratified by the Portsmouth City Council on January 24, 2022.

Adopted by the Portsmouth City Council on _____.

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

Gift and Donation Submission Form

Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.

Date:	9/28/22
Department/ Contact Person:	Donated through the Online Portal
Donation Amount:	\$20

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

“Donate to the Cemeteries” Portal used

Is there a particular purpose intended with this donation:

In memory of Esther Whipple Mullinaux

Other Information/Special Conditions:

N/A

Donor Information

First & Last Name:	Valerie Cunningham
Business Name:	
Address*:	52 Manor Dr
Phone*:	6033801231
Email*:	nhblackhistory@aol.com

Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk () indicates it will not be publicly distributed.*

Gift and Donation Submission Form

Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.

Date:	9/21/22
Department/ Contact Person:	Donated through the Online Portal
Donation Amount:	\$150

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

“Donate to the Cemeteries” Portal used

Is there a particular purpose intended with this donation:

N/A

Other Information/Special Conditions:

N/A

Donor Information

First & Last Name:	Karen McDonnell
Business Name:	
Address*:	26 Union St.
Phone*:	6035023649
Email*:	mcsmoot@comcast.net

Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk () indicates it will not be publicly distributed.*

Gift and Donation Submission Form

Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.

Date:	10.5.2022
Department/ Contact Person:	Portsmouth Fire Department Fire Chief William McQuillen
Donation Amount:	\$300.00

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

Yes. Portsmouth Fire Department

Is there a particular purpose intended with this donation:

No. At Department Discretion

Other Information/Special Conditions:

Donation received in memory of Vernon Boardman

Donor Information

First & Last Name:	Nancy Pearson on behalf of the Boardman Family
Business Name:	
Address*:	
Phone*:	
Email*:	

Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk () indicates it will not be publicly distributed.*



October 13, 2022

City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

c/o Beverly Mesa-Zendt, Planning Director
603.610.7296 | bmz@cityofportsmouth.com

Dear Ms. Mesa-Zendt,

The Steering Committee for the InvestNH Municipal Planning & Zoning Grant Program reviewed your submission for the Community Housing Navigator Grant. The purpose of this grant is to assist municipalities in hiring local staff dedicated to increasing housing opportunities through community engagement and coordination of regulatory change.

I am pleased to inform you that the Steering Committee has approved your Community Housing Navigator Grant request of \$250,000 to assist the City of Portsmouth.

In addition to the monetary award, participation in Housing Academy is a key benefit of this program and is designed to help build or further develop local capacity as it relates to housing matters. Navigators will be expected to participate in Housing Academy and are encouraged to recruit up to three volunteer community members to join them in participating. More information on Housing Academy, including the schedule, will be forthcoming.

As a reminder, you have up to three months from the grant award date to hire a Community Housing Navigator. A sample job description is available on [page 10](#) of the application materials. You are encouraged to tailor this description to meet the specific needs of your community.

At your earliest convenience, please email your acknowledgment and acceptance of this award to info@NHHOPgrants.org. Once we have received your acknowledgement, we will follow up with a formal Grant Agreement.

In all public acknowledgments, we ask that you note this award as being received from the InvestNH Municipal Planning & Zoning Grant Program, funded by the NH Department of Business and Economic Affairs as part of the \$100 million InvestNH Initiative with ARPA State Fiscal Recovery funds. This award will be administered jointly by NH Housing, Plan NH, and UNH Cooperative Extension.

On behalf of the Steering Committee, congratulations!

A handwritten signature in blue ink, appearing to read "Tiffany McNamara".

Tiffany Tononi McNamara
Steering Committee Chair

Executive Director | Plan New Hampshire
603-452-7526 | tiffany@plannh.org



MEMORANDUM

TO: KAREN S. CONARD, CITY MANAGER
FROM: BEVERLY MESA-ZENDT, PLANNING DIRECTOR
SUBJECT: INVESTNH NAVIGATOR GRANT NOTIFICATION AWARD
DATE: OCTOBER 19, 2022

Background

The InvestNH Municipal Planning & Zoning Grant Program provides competitive grants for cities and towns to create local regulations that will help increase housing supply. The InvestNH Community Housing Navigator Grant Program is part of the Planning & Zoning Grant Program and is administered by New Hampshire Housing under contract with the NH Department of Business and Economic Affairs (BEA). These programs are all part of InvestNH, a \$100 million initiative funded through the American Rescue Plan Act's State Fiscal Recovery Fund.

Recognizing that existing land use regulatory frameworks pose unnecessary barriers to housing development, the purpose of the Community Housing Navigator Grant Program is to provide resources to the state's communities to undertake reforms.

Up to six grants were awarded for the purpose of hiring Community Housing Navigators for a period of up to two years (ending 9/30/2024 at the latest). The Community Housing Navigators will serve as local coordinators of housing regulatory changes and housing development activities. This will include working with outside consultants and municipal staff to identify regulatory changes needed to promote greater levels of housing development. Community Housing Navigators will work on at least one of the regulatory change phases identified in the InvestNH HOP Grant Program.

Grant Application Project Goals

The Housing Navigator will advance five housing related goals:

1. **Include the voices of community members most impacted by regulatory changes and housing availability.**
2. **Remove regulatory barriers and ensure greater utilization of incentives for affordable housing.**

3. Facilitate housing diversity within neighborhoods.
4. Coordinate regionally and locally to leverage resources.
5. Better understand market impacts on housing affordability and housing trends.

Grant Application Outcomes and Deliverables

The grant application identified the following deliverables and outcomes.

6. **Task 1 Deliverable: Public Involvement Plan and Public Involvement Summary Report.** The outcome of the public involvement plan and summary report will be to develop regulations in a manner that advances process and distributional equity, cultivates greater community support for regulatory changes, and allows for the development of regulations that reflect an understanding of market conditions and development practices
7. **Task 2 Deliverable: Regulatory Development Amended Incentive Regulations in the City Zoning Ordinance.** The outcome of regulatory amendments to zoning incentives will include greater utilization of zoning incentives for affordable housing production. The Navigator will manage consultants charged with drafting amendments and oversight of a market study (to understand development pro formas).
8. **Task 3 Deliverable: Accessory Dwelling Unit Handbook.** The outcome will include greater production of ADSs and the development of projects that are compatible with the neighborhood context.
9. **Task 4 Deliverable: Meeting attendance and inter-agency coordination and consultation.** The outcome will include expanded opportunities for regional projects and more diverse capital funding sources for affordable housing projects.
10. **Deliverable: Housing Affordability Dashboard.** The outcome allow the city to assess whether policies and regulations are having a measurable impact on housing production and affordability.

Award Notification and Pending Applications

On September 30, 2022 the City submitted an application to New Hampshire Housing requesting \$250,000 for a Housing Navigator. On October 13, 2022, the City was notified that it had been awarded one of the six grants. (See Attachment A) The award will be administered jointly by NH Housing, Plan NH, and UNH Cooperative Extension.

The City has submitted an additional grant to New Hampshire Housing requesting \$82,000 to fund Phase 3 regulatory amendments. If awarded, the grant will fund professional services support including a market feasibility study, public involvement, and regulatory development.

Staff Recommendation

Vote to accept the InvestNH Navigator Grant funding and authorize staff to enter into a formal grant agreement.



City of Portsmouth

October 18, 2022

Portsmouth Department of Public Works Hosts Household Hazardous Waste Collection Day on November 12, 2022

Portsmouth, New Hampshire -- The Portsmouth Department of Public Works will hold its biannual Household Hazardous Waste Collection Day on Saturday, November 12, 2022, at the Public Works facility at 680 Peverly Hill Road. Residents of Portsmouth, Greenland and Newington are encouraged to bring household chemicals for safe disposal between 8 am and 12 noon. Proof of residency is required.

Collection Day is organized as a drive-through service. Residents remain in their vehicles and pull through the Public Works garage, where staff will remove disposable items from car trunks. Residents will be asked verbally about their town of residence for survey purposes, in compliance with EPA requirements.

Household hazardous waste collection helps safely dispose of items that can harm residents' health, the environment and drinking water supplies.

Items that qualify for collection include the following:

- From the yard: fertilizer with pesticides or fungicides, insect spray, lighter fluid, pest strips/traps, pesticides, poisons and pool chemicals.
- From the garage: acids, car waxes/polish, creosote, driveway sealer/tar, flea powder, gasoline, radiator fluid and roofing tar.
- From the house: bathroom cleaner, disinfectants, furniture polish, metal polish, mothballs, oven cleaner, photo chemicals, rug cleaner and wood strippers.
- From the workbench: brush cleaner, corrosives, lead and oil-based paint/stain/finish, rust preventive solvents, thinner/turpentine and wood preservatives.

Items that do NOT qualify include:

- Empty containers for household items, which may be disposed of in the regular trash collection.
- Explosives
- Asbestos
- Medical waste

- Latex paint. To prepare latex paint for regular disposal at the Recycling Center or through trash pick-up, solidify the paint by adding kitty litter, sawdust or SpeediDri; or open the can to allow the liquid to dry out before disposal.

For more information, go to: <https://www.cityofportsmouth.com/publicworks/solid-waste-recycling/household-hazardous-waste-day>