

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, SEPTEMBER 18, 2023 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\\_oqVPpAFfTqaoqN5LX4j8bA](https://us06web.zoom.us/webinar/register/WN_oqVPpAFfTqaoqN5LX4j8bA)

**6:00PM - ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A**  
1. CONSIDERATION OF LEGAL ADVICE – RSA 91-A:3, II (I)

## 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**

### PROCLAMATION

1. **CONSTITUTION WEEK**

### **VII. ACCEPTANCE OF MINUTES – SEPTEMBER 5, 2023**

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

- A. \*Dedication of POW/MIA Chair – Robert McGuigan, Rolling Thunder
- B. Economic Development Commission Outdoor Dining Report – Phil Cohen, Chair

### **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 RESOLUTIONS**

#### First Reading of Ordinance:

- A. First Reading of Ordinance amending Chapter 7, Article III, Section 7.321 – Snow Emergency Parking Ban and Chapter 7, Article X – TOWING, Section 7.1002 – Snow Removal Operations ***(Sample motion – move to pass first reading and schedule public hearing and second reading at the October 2, 2023 City Council meeting)***



## Public Hearing/Second reading of Ordinance:

- B. PUBLIC HEARING/SECOND READING of Ordinance amending Chapter 1, Article VIII – Code of Ethics, Section 1.802 – Conflicts of Interest, amending Subsection F – Gifts and Favors: No officer or employee shall accept any gift, over \$100.00 per calendar year (***Sample motion – move to pass second reading and hold third and final reading at the October 2, 2023 City Council meeting***)
- PRESENTATION
  - CITY COUNCIL QUESTIONS
  - PUBLIC HEARING SPEAKERS
  - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

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

### A. CITY MANAGER CONARD

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

1. Request for Street Naming – Grapevine Run
2. Authorization to Facilitate Installation of Dock
3. Request for Extension of Temporary Construction License for 147 Congress Street
4. Request to Establish Polling Hours for the Municipal Election

## XII. CONSENT AGENDA

### ***(Proper Motion for Adoption of Consent Agenda – move to adopt the Consent Agenda)***

- A. Letter from Marcia Leach, North Church of Portsmouth, requesting permission to hold the annual Crop Walk for Hunger on Sunday, October 15, 2023 beginning at 12:30 p.m. (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- B. Letter from Matt Junkin, Seacoast Rotary, requesting permission to hold the 15<sup>th</sup> Annual Seacoast Rotary Turkey Trot 5k on Thanksgiving, November 23, 2023 (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- C. Letter from Barbara Massar, Pro Portsmouth, Inc., requesting permission to hold the following events:
- First Night Portsmouth 2024 – Sunday, December 31, 2023
  - Children's Day – Sunday, May 5, 2024
  - 47<sup>th</sup> Annual Market Square Day Festival & 10K Road Race – Saturday, June 8, 2024
  - 21<sup>st</sup> Annual Summer in the Street – Saturday evenings – June 29, July 6, 13, 20, 27, 2024
- (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- D. Letter from Effie Malley, Portsmouth Climate Action, requesting use of the Bridge Street Lot on Sunday, October 22, 2023, for the 4<sup>th</sup> Annual Electric Vehicle Show (***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 Tina Sawtelle, The Music Hall, requesting permission to close a portion of Portwalk Place, but to allow alcoholic beverages (wine, beer, and spirits) to be served inside the event's enclosure for the New Hampshire Film Festival Hospitality Party on October 14, 2023 from 9:00 a.m. – 3:30 p.m. (***Sample motion – move to refer to the City Manager with Authority to Act***)
- C. Letter from Riah & Chris Zaremba & Petition from 9 homes requesting that a small portion of Islington Street have the sidewalk repaired and maintained, with the safety of pedestrians on a busy street taken into consideration or to rip up the old sidewalk to the curb, re-grade and loam, and lay seed down to redirect pedestrians to the side of the street with the appropriate sidewalk

### **XIV. MAYOR McEACHERN**

- 1. \*Appointments to be Voted:
  - Jen Scumaci to the Economic Development Commission
  - Erica Wygonik as a Regular Member to the Parking & Traffic Safety Committee
  - David Allen as an Alternate to the Parking & Traffic Safety Committee
  - Larry Booz to the Historic District Commission
- 2. \*McIntyre Update

### **XV. CITY COUNCIL MEMBERS**

#### **A. COUNCILOR TABOR**

- 1. 10-year Spending History

#### **B. COUNCILOR DENTON**

- 1. \*Amend Rule 43 A (***Sample motion – move to amend Rule 43 A, by adding between the fourth and fifth sentence, a new sentence that reads, “The playing of music, videos, or the recordings of others is prohibited”***)

#### **C. COUNCILOR MOREAU**

- 1. \*Soundwall Construction

#### **D. COUNCILOR MOREAU, COUNCILOR BAGLEY, COUNCILOR COOK**

- 1. \*\*”Spirit of Portsmouth” KC-46A Pegasus



## **E. COUNCILOR COOK**

1. Request for First Reading of Election Candidate Financial Disclosure Ordinance  
***(Sample motion – move to schedule first reading at the October 2, 2023 City Council meeting of the amendments proposed by the Governance Committee to Section 1.902 Election Candidate Financial Disclosure of the Administrative Ordinance, Chapter 1, Article IX – Conflict of Interest/Mandatory Financial Disclosure)***

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

- A. Acceptance of Grant in Support of Household Hazardous Waste Collection Events - \$4,265.00 ***(Sample motion – move to accept and expend a \$4,265.00 DES grant for the purpose of household hazardous waste collection events and authorize the City Manager to execute any documents which may be necessary for this grant contract)***
- B. Acceptance of Office of Highway Safety Grant for the Police Department - \$31,300.00 ***(Sample motion – move to approve and accept the grant for the Police Department as presented)***

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

1. \*Community Policing Facility Public Meeting
2. \*FlashVote Survey #2 Results

## **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**



**The Council Chambers  
City Hall  
Portsmouth, New Hampshire**

**A Proclamation**

- Whereas:** The United States Constitution is the world's oldest and longest-surviving basis for the government of a free and democratic republic; and
- Whereas:** September 17, 2023 marks the two hundred and thirty-sixth anniversary of the adoption of the Constitution of the United States of America at the Constitutional Convention in Philadelphia in 1787; and
- Whereas:** The President's Proclamation of Constitution Week and its commemoration was established by Public Law 915 in 1956 to encourage the study of the United States Constitution that resulted from the meeting of 12 of the states, with George Washington presiding, to create a new form of government at a time when the union between the states was unraveling; and
- Whereas:** The Daughters of the American Revolution have championed the cause of devoting official recognition and ongoing study of this magnificent document which is the foundation for America's heritage and way of life, and of reminding our citizens of their responsibility to protect and defend the United States Constitution; and
- Whereas:** The first three words of the Constitution – "We the People" – affirms that the government of the United States exists to serve its citizens;

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, do hereby proclaim the week of September 17 through 23, 2023 in Portsmouth, New Hampshire as

***Constitution Week***

and ask our citizens to revisit and reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this declaration of our rights and liberties.



Given with my hand and the  
Seal of the City of Portsmouth,  
on this 18<sup>th</sup> day of September 2023.

A handwritten signature in black ink, which appears to read "Deaglan McEachern", is written over a horizontal line. Below the line, the text "Deaglan McEachern, Mayor of Portsmouth" is printed.

Deaglan McEachern, Mayor of Portsmouth



## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: SEPTEMBER 5, 2023

PORTSMOUTH, NH  
TIME: 7:00PM

Assistant Mayor Kelley moved to closed the Non-Public Session and seal the minutes. Seconded by Councilor Denton and voted.

### **III. CALL TO ORDER**

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

### **IV. ROLL CALL**

**PRESENT:** Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Denton, Moreau, Bagley, Lombardi, Blalock, and Cook

### **V. INVOCATION**

Mayor McEachern announced that today is Peace Treaty Day in Portsmouth and recognized the work of Stephanie Seacord and Chuck Doleac for organizing today's ceremony. Mayor McEachern said he wishes for peace throughout the world if possible.

### **VI. PLEDGE OF ALLEGIANCE**

Mayor McEachern led in the Pledge of Allegiance to the Flag.

### **PROCLAMATIONS**

#### **1. Childhood Cancer Awareness Month**

Mayor McEachern read the Proclamation declaring September in Portsmouth as Childhood Cancer Awareness Month and urged the community to pause and remember the children we have lost to this terrible disease, and work to support the effort to find new therapies to treat and defeat pediatric cancer so children not only survive cancer but thrive.

Mayor McEachern presented the Proclamation to Amy Kindstedt who accepted it with thanks and appreciation.

#### **2. National Library Card Month**

Mayor McEachern read the Proclamation declaring September as Library Card Month and encouraged all members of the community to get a library card to discover all the services, resources, programs and dedicated staff who make the Portsmouth Public Library – free and open to all – one of the City's greatest treasures.

Mayor McEachern presented the Proclamation to Library Director Friese who accepted it with thanks and appreciation.

### **VII. ACCEPTANCE OF MINUTES – AUGUST 21, 2023**

**Assistant Mayor Kelley moved to accept and approve the minutes of the August 21, 2023 City Council meeting. Seconded by Councilor Bagley and voted.**



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

*(There are no recognitions or reports this evening)*

## **IX. PUBLIC COMMENT SESSION**

Roy Helse questioned why the city has hired so many new employees and if it was necessary. He spoke to the revaluation that will take place next year and asked how it will affect taxpayers.

Rick Becksted spoke regarding the budget and said the city is at \$138.4 million and it continues to increase. He said the City Council is obligated to keep taxes low in the city, but they continue to rise.

Esther Kennedy spoke to the pumps not operating at the wastewater treatment plant. She said that combined sewer overflows are being pumped into the waters and questioned how we could receive an award when the plant is not functioning and smells bad.

Sue Polidura said the budget is out of control and the wastewater treatment facility is not functioning properly. She asked if the Code of Ethics Ordinance has gone through the Legal Department for review.

Petra Huda spoke regarding the changes being proposed for snow announcements and that all residents need to be considered when making such changes. She said not every resident has access to social media.

Francis Cormier spoke to having difficulty getting into the air show two years ago because he was on his bike and did not have a car. He said the show should be open to all regardless of the mode of transportation that is being used.

Robin Rousseau (via Zoom), spoke regarding the odor of the South Mill Pond and how that matter needs to be addressed. She spoke opposed to the change in announcements for snow emergencies. She also expressed her dissatisfaction with the 911 system in the city.

Mark from the Park, Eliot, Maine, asked why we do not have an American Flag at the entrances to the city.

## **X. PUBLIC HEARING AND VOTE ON ORDINANCES AND/OR RESOLUTIONS**

### Public Hearing/Adoption of Resolution:

- A. PUBLIC HEARING/SECOND READING of Ordinance amending Chapter 1, Article IV, addition of new section – Section 1.413 – ARTS AND CULTURAL COMMISSION
  - **PRESENTATION**
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Barbara Massar and Karen Rosania provided a brief presentation from the Arts and Cultural Commission. Barbara and Karen addressed the data collected and provided an overview of the cultural plan and spoke in support of making this a permanent commission.



Mayor McEachern opened the public hearing and called for speakers.

Rick Becksted spoke in support of the ordinance and said this will meet the needs of the community. He suggested creating a round-up campaign to raise funds for the commission and spoke how that could be set up.

Tom Kaufhold spoke regarding the economic impact that arts have on the community.

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

Councilor Cook asked for the City Council to support the ordinance to create a commission.

Councilor Tabor said it is exciting that we are creating a permanent Arts and Cultural Commission for the City. He said there is so much more we can do here in the city such as creating venues for all to enjoy.

**Councilor Cook moved to pass second reading and hold third and final reading at the September 18, 2023 City Council meeting. Seconded by Councilor Lombardi and voted.**

**Councilor Lombardi moved to suspend the rules to take up third and final reading of the ordinance. Seconded by Councilor Cook and voted.**

**Councilor Cook moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Lombardi and voted.**

- B. PUBLIC HEARING/SECOND READING of Ordinance amending Chapter 1, Article IV, Section 1.402 – ECONOMIC DEVELOPMENT COMMISSION – Subsections A, B and C
  - **PRESENTATION**
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Phil Cohen provided a brief presentation speaking in support of the ordinance which provides a fresh look to the Economic Development Commission.

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

Esther Kennedy said she would like to see the Economic Development Commission do more with the small businesses in the city. She said small businesses need to be given time and support.

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

**Assistant Mayor Kelley moved to pass second reading and hold third and final reading at the September 18, 2023 City Council meeting. Seconded by Councilor Lombardi and voted.**

**Assistant Mayor Kelley moved to suspend the rules in order to bring forward third and final reading of the ordinance. Seconded by Councilor Blalock and voted.**



**Assistant Mayor Kelley moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Lombardi and voted.**

**Councilor Denton moved to suspend the rules to bring forward Item X. D. – Public Hearing/Adoption of Resolution Authorizing a Supplemental Appropriation from Unassigned Fund Balance for necessary expenditures related to Contractual Obligations. The City Council has determined that the sum of the Eight Hundred Ninety Thousand (\$890,000.00) Dollars is to be appropriated from Unassigned Fund Balance to defray the expenditures related to contractual obligations for the Fiscal Year ending June 30, 2024 and Items XI. A. 1. – A. 5. – Approval of Tentative Agreements with the Firefighters Association of Portsmouth, Portsmouth Professional Fire Officers Association, Portsmouth Police Patrolman's Union NEPBA Local #11, Portsmouth Police Ranking Officers Association, NEPBA Local #220 and Portsmouth Police Civilian Employees Association, NEPBA Local #111. Seconded by Councilor Blalock and voted.**

Negotiator Closson spoke on behalf of the five bargaining units, three with the Police Department and two with the Fire Department. He outlined the terms of the agreements and changes to each of them. He said the increases in salaries will bring the city closer to the communities that have higher wage schedules.

Police Chief Newport and Fire Chief McQuillen spoke regarding these being unprecedented times and the need to retain employees, and the difficulty they are experiencing in recruiting individuals to come to Portsmouth.

Police Commissioner Shaheen said this is a tough issue, but it needs to be done to keep our officers from leaving to go work in other communities. She said that we must do this to preserve the safety of our city.

Fire Commissioner Gamester provided statistics on hiring in the department. He spoke in support of the Council being envisioned to approve these agreements. He said he supports all the unions and men and women who work for the City of Portsmouth.

City Manager Conard said we need to properly support the needs outlined in the contracts. She said first year costs are \$1.4 million and we are meeting that with some savings as the number has been identified at \$890,000.00 coming from unassigned fund balance.

Councilor Denton asked questions relative to body worn cameras by the police officers. Police Chief Newport said what is released during a discharge of a firearm is at his discretion.

Rick Becksted said that the City Council and staff should have been anticipating these costs before the passage of the last budget. He said he does not know how the city can justify using unassigned fund balance.

Liza Hewitt said the way the City Council is spending money is appalling and asked how these contracts will be funded moving forward. She said that the City Council needs to be put on a budget.

Petra Huda said she has no problem with the contracts. She spoke regarding the numbers in these contracts and said bonuses should be considered as they are a one-time expense.



Buzz Scherr, Police Commissioner, said we have a small hiring pool of candidates now. He stated we have fallen behind and these increases do not put us at the top of the scale but in the middle range.

Tom Closson said that Concord and Dover are paying higher wages. He stated that bonuses are a short-term solution and they do not keep employees from leaving to go to another community.

Dick Bagley spoke in support of the contracts and said you need to look to the safety of the community.

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

Assistant Mayor Kelley asked Finance Director Belanger to speak to her memorandum on projected budget increases for the next few years.

Finance Director Belanger outlined the costs associated through 2027 and said there are some savings due to vacancies in the departments. She said the anticipated number for collective bargaining cannot be released ahead of time in the budget process because it is unfair labor practices. She said unassigned fund balances were used in FY15, FY17 and FY19. She also addressed moving parts in the budget that affect funding.

Councilor Bagley said the increases are high due to the quality of employees and we have a moral obligation to pay the employees at the level they protect us.

Councilor Blalock said we have a good Police Department and a wonderful community. He said we need to take care of our Fire and Police Departments because if we don't take care of them now it will hurt us in the future.

**Councilor Moreau moved to adopt the Resolution. Seconded by Councilor Bagley.**

Councilor Moreau said there are hiring issues around the country, and we need to make this an opportunity to move forward.

Councilor Tabor said that this is a big increase, and we need modest and predictable budgets. He said hiring and losing people is a real issue for us and we need to be competitive to get skilled employees.

Councilor Cook spoke to the importance of public safety, how hard they work, and the personal risk they take every day.

Mayor McEachern said it is not uncommon to use these funds for collective bargaining. He said we love this community, and these men and women step up to serve, putting themselves in harm's way every day.

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

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

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

1. Approval of Tentative Agreement with the Firefighters Association of Portsmouth



**Councilor Lombardi moved to approve the agreement as presented. Seconded by Assistant Mayor Kelley and voted.**

2. Approval of Tentative Agreement with the Portsmouth Professional Fire Officers Association

**Councilor Blalock moved to approve the agreement as presented. Seconded by Assistant Mayor Kelley and voted.**

3. Approval of Tentative Agreement with the Portsmouth Police Patrolman's Union, NEPBA Local #11

**Assistant Mayor Kelley moved to approve the agreement as presented. Seconded by Councilor Lombardi and voted.**

4. Approval of Tentative Agreement with the Portsmouth Police Ranking Officers Association, NEPBA Local #220

**Assistant Mayor Kelley moved to approve the agreement as presented. Seconded by Councilor Lombardi and voted.**

5. Approval of Tentative Agreement with the Portsmouth Police Civilian Employees Association, NEPBA Local #111

**Councilor Lombardi moved to approve the agreement as presented. Seconded by Assistant Mayor Kelley and voted.**

At 9:13 p.m., Mayor McEachern declared a brief recess. At 9:26 p.m., Mayor McEachern called the meeting back to order.

- C. PUBLIC HEARING/SECOND READING of Ordinance amending Chapter 1, Article VIII – CODE OF ETHICS – Preliminary, Section 1.801 – Definitions, and Section 1.802 – Conflicts of Interest
  - **PRESENTATION**
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

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

**Councilor Cook moved to pass second reading and hold third and final reading at the September 18, 2023 City Council meeting. Seconded by Councilor Moreau.**

**Councilor Cook moved that the definition of the term Direct Personal Interest contained at Section 1.801 K of the proposed ordinance be amended by the addition at the end of the definition of the words “or loss”. Seconded by Councilor Bagley and voted.**



**Councilor Cook moved that a new section J (e) be added to Section 1.802 to read as follows: J (e) A City employee or official acting in a quasi-judicial capacity shall not vote or participate in the discussion of any matter which would place the official in contravention of any Code of Ethics provision contained in this ordinance. Seconded by Councilor Moreau**

Assistant Mayor Kelley asked if the Legal Department has reviewed the ordinance. City Attorney Morrell advised that Attorney Sullivan prepared the ordinance.

**Motion passed.**

Petra Huda said she feels it is overkill and is covered in the budget under training and conferences.

Esther Kennedy said we should have an ethics policy for those elected and employees. She spoke against increasing the gifts or favors over \$100.00. She also said she believes it is a conflict to have partners serving on two land use boards.

Liza Hewitt said there were people discouraging the public from speaking during the Governance Committee meeting to address the ethics ordinance. She said item C in the ordinance would not allow families to serve on boards together.

Dick Bagley said the City has no whistle blower policy and it should. He also does not feel that the gifts or favors should be \$350.00. He said a violation is if you influence a decision.

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

Councilor Cook said there was a concern whether you could still serve and file a lawsuit against one's assessment. She said the key is to recuse yourself and not participate in the discussion with the board. She said state policy does apply here.

Councilor Bagley said he goes to great lengths not to get free items.

Councilor Cook said all language was drafted by the Legal Department.

Councilor Moreau said there is no carryover between applications coming to a land use board.

Assistant Mayor Kelley said she is struggling with the increase from \$100.00 to \$350.00.

Councilor Tabor asked if we change the amount back to \$100.00 for gifts and favors is that a minor amendment.

City Attorney Morrell said that is not a minor amendment and we would need to hold another public hearing.

**Councilor Tabor moved to refer this back to the Governance Committee. Seconded by Assistant Mayor Kelley.**

Councilor Tabor withdrew his motion and Assistant Mayor Kelley her second to the motion.



Councilor Tabor moved to amend Section 1.802 – Conflicts of Interest, Subsection F – Gifts and Favors from \$350.00 per calendar year to \$100.00 per calendar year. Seconded by Assistant Mayor Kelley.

Councilor Bagley moved to suspend the rules to continue the meeting beyond 10:30 p.m. Seconded by Assistant Mayor Kelley and voted.

Motion passed.

Councilor Cook moved to schedule second reading and public hearing of the ordinance as amended at the September 18, 2023 City Council meeting. Seconded by Assistant Mayor Kelley and voted.

6. Request for First Reading to Amend Various Sections Regarding Chapter 7, Snow Announcements

Councilor Moreau moved to schedule first reading for amendments to Chapter 7, Article III, Section 7.321, Snow Emergency Parking Ban, and Article X, Section 7.1002, Snow Removal Operations at the September 18, 2023 City Council meeting. Seconded by Assistant Mayor Kelley and voted.

7. New Hampshire Public Works Mutual Aid and Assistance Agreement

City Manager Conard said that the agreement is to provide mutual aid to other communities.

Councilor Lombardi moved to adopt the New Hampshire Public Works Mutual Aid and Assistance Agreement as presented and authorize the City Manager to name the Director of Public Works as the Authorized Representative to execute the Agreement. Seconded by Councilor Moreau and voted.

8. Disposition of Used DPW Vehicles

Councilor Blalock moved to authorize the Department of Public Works to dispose of the used vehicles identified through the trade-in process as described in the memorandum. Seconded by Councilor Moreau and voted.

## **XII. CONSENT AGENDA**

- A. Letter from The Music Hall requesting the closure of Chestnut Street on Friday, September 15<sup>th</sup> through Sunday, September 17<sup>th</sup> for The Music Hall's annual Telluride by the Sea Film Festival – 2<sup>nd</sup> Request – Request for the closure of Chestnut Street on Thursday, October 12<sup>th</sup> through Sunday, October 15<sup>th</sup> for the annual New Hampshire Film Festival (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- B. Letter from Freddy Petrone, I Got Bridged Team, requesting permission to hold the I Got Bridged 3<sup>rd</sup> annual walkathon on Sunday, September 10, 2023 (***Anticipated action – move to refer to the City Manager with Authority to Act***)



**Councilor Moreau moved to adopt the Consent Agenda. Seconded by Assistant Mayor Kelley and voted.**

### **XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- A. Email Correspondence

**Assistant Mayor Kelley moved to accept and place on file. Seconded by Councilor Blalock and voted.**

- B. Letter from Paul and Alison Dunne, requesting permission to build a floating access dock near existing stairs located on Peirce Island

**Assistant Mayor Kelley moved to refer to the Legal Department and the Public Works Department for report back. Seconded by Councilor Blalock and voted.**

- C. Memorandum from Greater Portsmouth Recovery Coalition summarizing the progress of the coalition

**Councilor Moreau moved to accept and place on file. Seconded by Councilor Blalock and voted.**

### **XIV. MAYOR McEACHERN**

1. Appointments to be Considered:
- Jen Scumaci to the Economic Development Commission
  - Erica Wygonik as a Regular Member to the Parking & Traffic Safety Committee
  - David Allen as an Alternate to the Parking & Traffic Safety Committee
  - Larry Booz to the Historic District Commission

The City Council considered the appointments listed above that will be voted upon at the September 18, 2023 City Council meeting.

### **XV. CITY COUNCIL MEMBERS**

#### **A. COUNCILOR DENTON & COUNCILOR COOK**

1. Sustainability Committee Draft Ordinance

**Councilor Denton moved to schedule a first reading on September 18, 2023 of the draft ordinance establishing a Sustainability Committee. Seconded by Councilor Cook.**

Councilor Denton spoke to primary changes on how the chairperson would be chosen now with the Committee electing their chair at the first meeting of the year.

**Motion passed.**



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

- A. Acceptance of The Forensic Shield Grant for the Police Department NH Internet Crimes Against Children (ICAC) Task Force - \$1,300,000.00

**Councilor Moreau moved to approve and accept the grant as presented. Seconded by Assistant Mayor Kelley and voted.**

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

### **1. Wastewater 101**

City staff will be holding a "Wastewater 101" presentation to the community on Wednesday, September 13<sup>th</sup> at 6:30 p.m. at the Levenson Room of the Public Library.

### **2. Household Hazardous Waste Collection Day**

Household Hazardous Waste Collection Day will be held on Saturday, September 23<sup>rd</sup> between 8:00 a.m. and Noon.

### **3. Update on FlashVote**

The second FlashVote survey will be on the topic of parking and will be sent out in mid-September. The next FlashVote survey will be due out in October on the Climate Action Plan.

## **XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**

Councilor Moreau announced that the Air Show will be held this weekend and there will be focus points with accessible access to enter the show.

Councilor Blalock announced that the new turf field has been installed and Portsmouth Clipper's Football opening home game will be held on Friday evening against the Winnacunnet Warriors.

## **XIX. ADJOURNMENT**

**At 10:50 p.m., Assistant Mayor Kelley moved to adjourn. Seconded by Councilor Moreau and voted.**



KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK



**CITY OF PORTSMOUTH  
ECONOMIC DEVELOPMENT COMMISSION**

**Recommendations Regarding Outdoor Dining on Municipal Property**

**September 8, 2023**

**Purpose and Scope**

In February, 2023, the City Council requested that the EDC review existing city policies related to outdoor dining on municipal owned properties, principally, streets, sidewalks, parking spaces, and delivery spaces in the downtown. In the course of its review and deliberations, the Commission examined the 2012 City Council Policy regarding sidewalk cafes, and amendments thereto; the programs and policies enacted to support restaurants during the Covid-19 pandemic; and recommendations and reports from city staff based upon prior program implementation. The Commission received written comments and oral testimony from a number of members of the public including downtown merchants.

The EDC's objective is to present recommendations on best practices for Outdoor Dining to the City Council to guide creation of an ordinance to take effect in 2024. Priorities include:

- Regulate the safety and flow of vehicular and pedestrian traffic
- Define a standard of visual appropriateness and streetscape conformity within historic downtown Portsmouth
- Create outdoor dining spaces easily usable by people with disabilities
- Create a fair and equitable model for the sharing of the public realm by city residents, visitors, restaurant owners and other downtown businesses
- Create a framework for the fee committee

The scope of review was confirmed to include the following, based on existing conditions:

- Downtown area only
- Restaurant usage of outdoor public space

The scope of review did not include use of public property by food trucks or non-restaurant businesses or for transitory events such as parades, concerts, fairs, and similar activity during which food and/or beverages may be served.

**Principles**

It is the opinion of the EDC that outdoor dining has proven to be a vital part of Portsmouth's downtown experience and a contributor to the economic vibrancy of the city.

It is the EDC's opinion that the city council should act in 2023 to enact a new outdoor dining ordinance effective for the 2024 Outdoor Dining season that:

- Ensures public safety and equitable access through adoption of ADA-compliant configurations.
- Considers both the value and the fully-burdened costs that the use of public space has for restaurants in determining a fee structure.



- Includes the recommendations provided by City Staff.
- Is streamlined and simple to maximize program success.

### **Recommendations**

- The EDC recommends that the new outdoor dining ordinance supersede the existing Sidewalk Café Policy No. 2012-02 adopted in 2012 and as subsequently amended but that most of the provisions of Policy 2012-02, not inconsistent with the recommendations contained herein (e.g., insurance requirements, alcohol service, etc.) be incorporated in the new ordinance and associated design standards.

- The EDC recommends adopting the input from City Staff on outdoor dining (exceptions as noted below)

Specific areas of recommendation as below:

### **Traffic:**

The EDC recommends enacting the 2023 City Staff recommendations related to traffic flow, which includes:

1) No dining in travel lanes, with the exception of:

- a. Allow for the temporary closure of one-way streets if traffic is < 1,000 vehicles per day and design is approved by City Staff, including Fire Department, for safety.*

### **Ground Floor Business Approval:**

- Restaurants shall be required to obtain written approval from abutting 1st floor businesses/tenants annually if seeking to expand beyond restaurant's frontage.

### **Fee Considerations:**

- The EDC recommends the Fee be determined on an annual basis by the City Council following the review and recommendation of the Fee Schedule Study Committee.
- The EDC recommends that the Fee Committee develop a base fee based upon a uniform pricing per square foot of public space used, including sidewalks, other pedestrian walkways, parking spaces, loading zones and travel lanes. No fractional parking spaces shall be permitted.
- The EDC recommends that the base fee recognize both the intrinsic value of the space to the public and other users excluded by the restaurant user and the economic value to a restaurant to be able use public space to supplement its operations, acknowledging that removal from the public realm shall result in a financial gain to the user.
- The EDC also recommends the Fee Committee, in setting the fee, consider the fully burdened cost recovery, inclusive of lost parking revenue, cost of jersey barrier installation, maintenance and storage, and administrative expenses incurred by City.
- For restaurants using on street space requiring jersey barriers, in addition to the per square foot base fee, the restaurant shall pay a barrier delivery, set up and removal fee.



**Design Standards:**

The EDC recommends the development and approval of a separate document on design standards to mandate safety and ADA compliance as well as provide guidelines on space design to inform approval of applications.

It is the EDC's recommendation that these standards remain separate from the ordinance given their detail, and to allow for periodic revision in response to changes in safety standards, and visual appropriateness

A sample draft of recommended design standards is attached hereto as Exhibit I.

**Partnerships:**

- To implement the recommendations, the EDC recommends that the City Council engage with the following groups:
  - Fee Schedule Study Committee to study and recommend a structure that addresses the Fee Considerations above
  - The Historic District Commission to review and provide feedback on an Outdoor Dining specific Design Standards Document that can be used as part of the application process to ensure quality and consistency. The EDC does not recommend that the HDC review, consider or comment on the designs of individual applicants.
  - City Staff as appropriate in keeping with existing Outdoor Dining application, inspection and certification process.

**Future Considerations:**

In addition to what was referred by the Council for Outdoor Dining, the EDC recommends the following in the future:

- Redevelopment and studies for Downtown, the West End, and other commercially zoned areas consider both public and expanded commercial use of outdoor space in the design and implementation of streetscapes and infrastructure
- The upcoming Master Plan includes studies for expanded public and commercial use of outdoor space inclusive of restaurant and retail use and impacts.



## **Exhibit I**

### **Design Standards**

The following represents best practices for the design of outdoor dining and should be adopted as part of the annual permitting for outdoor dining on Public Space owned by the City.

#### **Objectives:**

- Create an easy-to-modify document that can evolve as downtown needs change and future downtown master planning occurs.
- Regulate the safety and flow of pedestrian & vehicular traffic.
- Define a standard of visual appropriateness and streetscape conformity within historic downtown Portsmouth.
- Create outdoor dining spaces easily usable by people with disabilities.
- Require annual application & applicable permits from to/from City to confirm compliance with required spacing, ingress/egress, pedestrian/patron flow, and accessibility and other safety requirements in order to obtain Certificate of Occupancy for usage of outdoor public space, issued following satisfactory inspection confirming compliance with design.
- Application required to include drawings and cut sheets, detailed plans and any power source requirements.

#### **Furniture:**

- Restaurants must provide sturdy tables and chairs suitable for outdoor use and capable of withstanding different weather conditions. Tables made of metal, finish grade wood and sturdy recycled materials are encouraged. Seating must be properly finished such that there is no rust, splintering or deterioration.
- *Details must be provided in advance for approval*
- Tables may not exceed 30" in height.
- Tables must accommodate people who use wheelchairs either by using movable seating, a 19" deep tabletop overhang, or a space for a wheelchair.
- No advertisements or logos on umbrellas and furniture.

#### **Barriers/Sidewalk:**

- Sturdy barriers such as freestanding sectional fencing, rope or chain are acceptable, not to exceed 36" in height. Barriers may not be supplemented with plants or other materials that cause the height to exceed 36". No advertisements are allowed on barrier fencing. Stanchions with rope or chain are permitted for sidewalk use.
- Entry access to dining spaces to be no less than 44" wide
- Materials not manufactured for fencing or pedestrian control, including but not limited to buckets, food containers, tires, tree stumps, pallets, etc. may not be used as components of barriers. No chain link fencing, plastic, vinyl, chicken wire or cyclone fencing. Alternative materials may be used with City approval.



**Barriers/Parking Space:**

- Maximum barrier height of 3 feet (36")
- Planters may be used as part of or on top of barriers; combination barriers / plants / greenery are not to exceed 6 feet (72") in height above the sidewalk. Maximum total height not to exceed 3.5 feet (42") within 20 feet of a crosswalk.
- City-provided jersey barriers will be used on the leading edge of dining areas and may also be used on other edges for safety, to be determined by City. • Alternate barriers require approval from the City.

**Platforms, Parklets:**

- Platforms or parklets shall be used in all on-street dining in both parking spaces, loading zones and travel lanes, unless the space is curbless.
- Platforms and parklets must be flush with the curb to create a seamless extension of the sidewalk.
- Platforms and parklets are limited to a maximum width of the on street parking space so as to not encroach upon any travel lanes 10' from curb edge, or no more than 10' in the case of diagonal parking spaces.
- Platforms and parklets will be built from durable materials such as wood or metal.
- Parklets may extend taller than 3 feet (36"). The space above 36" must be primarily transparent (see-through) to maintain visibility of street level activity. In no case should height exceed 6 feet (72").



## ORDINANCE #

### THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III – TRAFFIC ORDINANCE, Section 7.321, SNOW EMERGENCY PARKING BAN, 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 7.321: SNOW EMERGENCY PARKING BAN

- A. The Director of Public Works (**“Director” shall mean the Director or designee**) shall be empowered to declare a **Ssnow Eemergency** for the purpose of snow plowing **and removal of accumulated snow** during **or after snow-storms snowstorms**. The Director's authority to declare such an emergency shall begin when there is an accumulation of two (2) inches or more of snow **or when snow accumulation from plowing operations requires a coordinated removal effort to be determined at the Director's discretion**. Once ~~the a Snow E~~emergency is declared, ~~then the emergency~~ it shall continue until such time as it is terminated pursuant to the provisions of this ordinance. **The Director may declare a Snow Emergency at any time during a 24-hour period.**
- B. No person having custody or control of any vehicle shall park or cause any vehicle to be parked on any street or highway in the City of Portsmouth when a **Ssnow Eemergency** is in effect. The Director ~~of Public Works~~ shall be empowered to cause any vehicle, which violates this ordinance to be ticketed and towed **at the owner's sole expense**.
- ~~C. Once the Director has declared a snow emergency, he or she shall then immediately notify the local media, radio, newspapers, and television. Whenever feasible, the Director shall also provide advance notification to the public of snowstorms likely to generate snow emergencies. The Director shall give notice to the local media as to when the snow emergency is terminated; when feasible, the Director shall provide notice as to the anticipated termination of the emergency based upon weather predictions.~~
- ~~C. The Director shall notify the public when a Snow Emergency starts and ends by using at least three different mediums for communicating messages to the public, including but not limited to an automated push notification system, the City's website, social media, texts, signage and telephone notification.~~
- ~~D. The Director's authority to declare a snow emergency shall ber operable both during the daytime and the nighttime.~~
- E D.** The Director's authority to declare a **Ssnow Eemergency** shall exist in addition to the emergency powers reserved to the Chief of Police under Section 7.303, Article



III of this ordinance; however, the Director ~~of Public Works shall consult with~~ and the Chief of Police ~~shall consult with each other~~ concerning the need for and the timing of any ~~S~~now ~~E~~mergencies.

~~F. The Director of Public Works shall cause appropriate signs to be posted at the City boundaries at: all exits from I-95, NH33 (formerly known as NH Route 101), US Rte 1, Woodbury Avenue, Ocean Road, Sagamore Avenue and US Route 1A/B. Such signage should provide notice regarding potential snow emergencies and should advise travelers where to seek further information on the snow emergency.~~

~~G. E.~~ City residents may park in ~~either~~ the High-Hanover ~~or Foundry~~ Parking Facility during ~~S~~now ~~E~~mergencies ~~when spaces are available, by paying a flat fee to be determined by~~ ~~†~~The City Council shall determine the resident flat fee for Snow Emergency parking annually through the adoption of fees through the budget resolution process. ~~commencing with a declared parking ban advanced notice until a time deemed appropriate by the Public Works Director or his/her designee following termination of the snow ban.~~ The time period allowed for ~~such~~ Snow Emergency parking for residents shall begin once the Snow Emergency is in effect and shall ~~not terminate less than two (2) hours after the~~ Director determines the ~~end~~ Snow Emergency ~~of the snow ban.~~ has ended. Electronic payment collection devices at both parking facilities are not capable of determining residency status. ~~To be eligible for the flat rate snow ban discount, drivers~~ Residents must provide proof of residency by presenting a driver's license or vehicle registration showing a Portsmouth address ~~to the cashier at either parking facility.~~ The fee is payable upon exit from the parking facility.

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 7, Article X – TOWING, Section 7.1002, SNOW REMOVAL OPERATIONS, of the Ordinances of the City of Portsmouth, be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

**ARTICLE X: TOWING**

**Section 7.1002: SNOW REMOVAL OPERATIONS**

- A. The Director of Public Works shall be empowered to prohibit parking on designated public streets for the purpose of removing accumulated snow.**
- B. Prior to declaring such a parking ban, the Director of Public Works shall notify the local media, radio, newspapers and television. The Director of Public Works shall provide as much advance notice of the impending parking ban as is possible under the circumstances.**
- C. The notification shall designate, either by street name or by district, such as "Central Business Districts", what portions of the City will be subject to the parking ban.**
- D. The Director of Public Works shall cause, prior to initiating the parking ban, appropriate signage to be posted in the downtown Central Business district indicating when the parking ban will be in effect and where available off-street public parking exists.**

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

Department of Public Works



## MEMORANDUM

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**TO:** Karen Conard – City Manager  
Peter Rice, Director - Department of Public Works  
Monte Bohannon – Director – Communications & Community Engagement

**FROM:** Benjamin Fletcher, Director - Parking Division

**DATE:** 8.28.2023

**SUBJECT:** Public Outreach Efforts Changes for 2023

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This memo is a follow up to our discussion on 8.21.23 regarding proposed changes to the City's Snow Emergency Messaging program. Specifically, we seek to eliminate the use of the City's website banner and two Channel 22 banners for live updates, choosing rather to create *seasonal* banners at those locations directing people to sources of live information.

The following communication methods will remain in use for live updates:

- Snow-related impacts page on [cityofportsmouth.com](http://cityofportsmouth.com)
- SnoPhone recorded message
- Special Edition Newsletter (when possible), and
- The 'Smart911' system, allowing single-source data entry to create automatic updates to each of the following:
  - Voicemail alerts (requires free signup)
  - Text alerts (requires free signup)
  - Email alerts (requires free signup)
  - The City's social media accounts: X (formerly Twitter) and Official Facebook (no signup required)

Monte Bohannon is in possession of draft public outreach language to assist him in engaging his expertise for this purpose. Legal is working with the Parking Division to update the ordinance to implement.



## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, September 18, 2023 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 1, Article VIII – CODE OF ETHICS, Section 1.802 – Conflicts of Interest, amending Subsection F – Gifts and Favors: No officer or employee shall accept any gift, over \$100.00 per calendar year. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

LEGAL NOTICE  
NOTICE IS HEREBY  
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ing will be held by the  
Portsmouth City Council on  
Monday, September 18, 2023  
at 7:00 p.m., at the  
Portsmouth Municipal  
Complex in the Eileen  
Dondero Foley Council  
Chambers, Portsmouth, NH,  
on the proposed Ordinance  
amending Chapter 1, Article  
VIII – CODE OF ETHICS,  
Section 1.802 – Conflicts of  
Interest, amending Subsec-  
tion F – Gifts and Favors:  
No officer or employee shall  
accept any gift, over \$100.00  
per calendar year. The  
complete Ordinance is avail-  
able for review in the Office  
of the City Clerk and  
Portsmouth Public Library,  
during regular business  
hours.

KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK



## ORDINANCE #

### THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article VIII – **CODE OF ETHICS**, Preliminary, Section 1.801 – DEFINITIONS, and Section 1.802 – CONFLICTS OF INTEREST 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 VIII: CODE OF ETHICS**

##### **PRELIMINARY**

The citizens of Portsmouth are entitled to a fair, ethical, and accountable City government. The effective functioning of democratic government requires that all of its officials, whether elected or appointed, comply with both the letter and the spirit of the laws and be independent, impartial, and fair in their judgment and actions. Public Office is to be used for the public good, not for personal gains. Public deliberations and processes must be conducted in an atmosphere of respect and civility and openly, unless legally confidential. To this end, the City Council adopts this Code of Ethics for all of its officers and officials, whether elected or appointed.

#### **Section 1.801: DEFINITIONS**

For purpose of this Article, the following terms shall be defined in the following manner:

- A. Charged Party: That Officer or Employee alleged to have violated this Ordinance and is the subject of the Complaint.
- B. Complaint: Any written communication meeting the requirements of Section 1.806 (A).
- C. Complainant: The person making the Complaint.
- D. Employee: The term "Employee" shall include all employees of the City including the Police, School and Fire Departments whose salary is paid in whole or in part from the City Treasury.
- E. Ethics Investigation Officer (EIO): That person serving in the capacity as described in Section 1.805.
- F. Governing Body: The term "Governing Body" shall mean the City Council, School Board, Police Commission, or Fire Commission.



G. Officer: The term "Officer" shall be defined to include every person who serves the City of Portsmouth in any official position which is established by state law, the Municipal Charter, the Ordinances of the City or by appointment of the City Council.

H. Official Duties: The term "Official Duties" shall mean the following:

1. In the case of members of the City Council, School Board, Fire Commission, Police Commission and the City Manager, those duties and responsibilities set forth in the City Charter and/or established by State law.

Paragraph formatting  
edit – indent under  
Paragraph 1

In the case of all other Officers, those duties and responsibilities set forth in the legislation or vote which establishes the position held by the Officer or the job description for that position.

2. In the case of the Chief of Police, the Superintendent of Schools, the Fire Chief, and all employees, those duties and responsibilities set forth in the respective job description for each party or employee.

I. **Quasi-Judicial: Those City employees or officers who are required by state or municipal law to act in a neutral and impartial manner in making judicial-type decisions in the performance of any particular function, while performing that function.**

J. **Family: Any group of people closely related by blood, or marriage or choice, as parents, children, and members of one's household.**

K. **Direct Personal Interest: An interest in real estate created by the City employee or official or their family member being an owner or abutter of real estate being considered by a public body, or likewise, an interest in a business for which any action in their official capacity could result in personal or familial financial gain or loss.**

L. **Direct Pecuniary Interest: A gain or loss in the form of money, property, or any other item of measurable value provided to or taken from a person.**

## **Section 1.802: CONFLICTS OF INTEREST**

A. No Officer or employee shall engage in any business or transaction or shall have a financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his/or her official duties.



- B. Representing Private Interests Before City Agencies: No Officer or employee shall appear in behalf of private interests before any governing body or land use regulatory board of which the officer or employee is a member or membership on which is subject to approval by the officer or employee.

Officers and employees, however, may appear without compensation ~~in~~ **on** behalf of constituents or in the performance of public or civic obligations. This section shall not prohibit appearances upon matters only incidentally requiring official action which do not develop into a substantial part of the employment, provided, that the retainer is not for the purpose of appearing before the governing body or land use regulatory board.

- C. Representing Private Interests Before Courts: No officer or employee shall represent private interests in any action or proceeding against the interests of the land use regulatory board or governing body of which the officer or employee is a member, or membership on which is subject to approval by the officer or employee in any litigation to which the City is a party.
- D. Disclosures of Interest in Legislation: A Councilor who has a direct or indirect financial or other private interest in any proposed legislation shall publicly disclose, on the official records of the Council, the nature and extent of such interest. **Reference is made to the separate and distinct disclosure obligations of municipal officials under Chapter 1, Article IX, Section 1.901 and election candidates under Article IX, Section 1.902.**
- E. Disclosures by Officer or Employee of Interest in Legislation: An officer or employee who has a direct or indirect financial interest or other private interest in any legislation and who participates in discussion before or gives official opinion to the Council, shall publicly disclose on the official record the nature and extent of such interest.
- F. Gifts and Favors: No officer or employee shall accept any gift, over \$100.00 **per calendar year**, whether in the form of service, loan, thing or promise, **travel and lodging, or** any other form from any person, firm or corporation which to his/or her knowledge is interested directly or indirectly in any manner whatsoever, in business dealings with the City. This provision shall not apply to campaign contributions ~~of \$100.00 or less.~~ **(See Section 1.901 of this ordinance.)**
- G. Disclosures of Confidential Information: Any officer or employee, who holds any investment direct or indirect in any financial, business, commercial or other private entity which creates a conflict with his/her



official duties shall publicly disclose on the official record the nature and extent of such interest.

- H. Investments in Conflict with Official Duties: Any officer or employee, who holds any investment direct or indirect in any financial, business, commercial or other private entity which creates a conflict with his/her official duties shall publicly disclose on the official record the nature and extent of such interest.
- I. Incompatible Employment: No officer or employee shall engage in or accept private employment or render or seek services or goods for private interests when such employment or service creates a conflict with his/her official duties.
- J. **Actions in a Quasi-Judicial Capacity: City employee or official acting in a quasi-judicial capacity must abide by all provisions of state law with regard to conflict of interest and ethics. This shall include:**
  - (a) **Compliance with all statutes and governing case law.**
  - (b) **Avoiding any involvement in an application when a family member is participating in any way in connection with the application presented to the City employee or official, inclusive of when that family member speaks at public comment or in a public hearing.**
  - (c) **Officials acting in a quasi-judicial capacity shall not speak publicly as members of the public at hearings on matters or issues that are pending before any public body of which they are a member, except when the official has a direct personal interest as defined herein.**
  - (d) **City employees or officials acting in a quasi-judicial capacity shall not participate as a party to any litigation which involves a person, property, or issue which might reasonably come before that employee or official when acting in a quasi-judicial capacity, except when the City employee or official has a direct personal interest as defined herein.**
  - (e) **A City employee or official acting in a quasi-judicial capacity shall not vote or participate in the discussion of any matter which would place the official in contravention of any Code of Ethics' provision contained in this ordinance.**



### **Section 1.803: CONSEQUENCES OF VIOLATION**

Any violation of any provisions of this ordinance shall constitute cause for public censure, suspension or removal from office or, in the case of Employees disciplinary action as may be set forth in any collective bargaining or employment agreement up to and including termination from employment.

### **Section 1.804: BOARD OF ETHICS**

- A. A Board of Ethics ("BOE") is hereby created. This BOE shall consist of five (5) persons: two members shall be selected from the City Council and one member each from the School Board, Police Commission and Fire Commission. All members shall be selected by lot to maintain a full board as necessary. The City Attorney (ex officio) or such other legal counsel (ex officio) shall provide legal advice and support for the BOE. The BOE members shall be selected by lot and drawn at the first meeting of the calendar year of the governing bodies.
- B. Each BOE Member selected is required to serve unless the BOE Member is the subject of the Complaint, has a conflict of interest, or is excused due to unavailability or exceptional causes (such as a health issue).
- C. The BOE Members shall elect a chairperson and the BOE may adopt such rules for the conduct of its business as it sees fit. The BOE shall have the power to draw upon City departments for reports and information and stenographic and clerical help. They shall have all subpoena powers as may be available to them under State law.

### **Section 1.805: ETHICS INVESTIGATION OFFICER**

- A. The position of Ethics Investigation Officer (EIO) is hereby created. The City Manager shall have the power to identify and retain an EIO, with approval from the Board of Ethics, to assist with the investigation and prosecution of any Complaint which has been referred for investigation. The EIO, with approval from the Board of Ethics, shall have sufficient experience and training to conduct the investigation.
- B. In the event the Complaint is against the City Manager, the responsibility to identify and retain an EIO shall reside with the City Attorney in agreement with the Mayor and with the approval of the Board of Ethics.

### **Section 1.806: COMPLAINTS, INVESTIGATIONS AND HEARING**

- A. Complaint Requirements. Any person may submit a written complaint



alleging one or more violations of Section 1:802. Such complaint must be based on personal knowledge and set forth facts with enough specificity and detail for a determination of sufficiency for investigation. The Written Complaint must be signed under oath and include contact information, including: home address, phone number and email address (such personal contact information to be treated as confidential upon request). The Complaint shall be delivered to the City Attorney with a copy to the Mayor and City Clerk. The City Attorney shall promptly provide a copy of the Complaint to the Charged Party.

B. Review for Sufficiency.

1. A Review for Sufficiency of the Complaint will be completed within thirty (30) days of receipt. This review will be based on the allegations contained in the Complaint and the immediately available record of any public meetings or records referenced in the Complaint.
2. The City Attorney and the Mayor shall conduct the Review for Sufficiency except in cases in which either is the subject of the Complaint. Complaints against the City Attorney shall be reviewed by the City Manager and Mayor. Complaints against the Mayor shall be reviewed by the City Attorney and the Assistant Mayor.
3. If the Complaint is deemed insufficient, the Complainant will be notified in writing of that decision with a copy provided to the Charged Party. A Complaint will be deemed sufficient if it is determined that the Complaint establishes some reasonable possibility that a violation of the Code of Ethics may have occurred.
4. If the Complaint is deemed to be sufficient for further investigation, it shall be referred to the EIO for further action and all parties will be notified of this step through a communication in writing. That communication in writing will contain the following:

This Determination of Sufficient does not determine the truth or falsity of any of the allegations contained in the Complaint or constitute any finding or conclusion that a violation occurred.

- C. Investigation Phase. The EIO shall be provided the full cooperation of the City government to conduct such investigation as may be necessary to determine whether any violation may have occurred and next steps. The EIO shall have all subpoena powers as may be available under State law. The Charged Party shall have an opportunity to provide a response to the Complaint.



The EIO's investigation shall be completed within forty-five (45) days of the date of referral unless the Charged Party and the City's representative (City Manager or City Attorney) mutually agree to a longer period.

The EIO shall provide a written report with the conclusions reached in the completed investigation to the BOE. The EIO shall provide a non-binding recommendation as to the disposition of the Complaint to the BOE. Thereafter, all action with regard to the Complaint shall be taken by the BOE.

**D. Board of Ethics Hearings.**

1. The BOE shall take no further evidence on any Complaint but shall make its determination based upon the report received from the EIO. However, the BOE shall hold at least one (1) public hearing at which the EIO, the Complainant, and the Charged Party shall be afforded an opportunity to present oral and written argument to the BOE. The BOE may hear from such other and further parties as it determines appropriate.
2. Any party may be represented by legal counsel at his or her own expense at any stage of an ethics proceeding.
3. The BOE shall issue a written decision within thirty (30) days of the final public hearing with findings and a disposition, dismissal or referral for further action if a violation has been found. If a violation has been found, the BOE shall recommend a sanction or penalty, and refer the matter to the City Council (if an Officer or the City Manager) or to the City Manager (if an Employee) for disposition, sanction or other action as set forth in Section 1:807.

- E.** If the employee is a member of a bargaining unit covered by the terms of a collective bargaining agreement, the investigation will comply with those provisions of the applicable collective bargaining agreement; this may include but is not limited to the employee having Union representation at any investigative interview that may lead to discipline.

**Section 1.807: DISPOSITION AND SANCTION**

- A.** In the event that the BOE determines that any Officer or the City Manager committed a violation of this Ordinance, the City Council may take any of the following actions:
- a.** Vote for removal pursuant to the City Charter as amended;



- b. Vote to publicly censure or admonish the offending member;
  - c. Vote to place the matter on file; or
  - d. Vote to overturn the finding of a violation.
- B. In the case of Employees, the City Manager shall have all rights available under any employment agreement or collective bargaining agreement to discipline or terminate the employee and the City Manager shall make such report to the City Council as it determines necessary, in public or non-public session as may be determined at the time, as to the action taken.
- C. Criminal Sanctions: In addition to the civil sanctions imposed by this ordinance violation of any provision of this ordinance shall constitute a criminal offense and the City Council may authorize the City Attorney or any other attorney approved by it to prosecute such a violation in the Portsmouth District Court.

The penalty for violation of any provision of this Ordinance upon conviction in the Portsmouth District Court shall be \$1,000 for each offense.

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:

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Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

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Kelli L. Barnaby, City Clerk





Karen S. Conard  
City Manager

## CITY OF PORTSMOUTH

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

**Date:** September 14, 2023

**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 September 18, 2023

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

**A. First Reading of Ordinance Amending Chapter 7, Article III, Section 7.321 – Snow Emergency Parking Ban and Chapter 7, Article X – Towing, Section 7.1002 – Snow Removal Operations:**

The Parking Division has reviewed and recommended updates to the City's Snow Emergency Messaging Program as more fully explained in [Parking Division Director Ben Fletcher's memorandum](#). In order to implement these changes to the Messaging Program, two sections of Chapter 7 should be consolidated and amended as set forth in the attached amendments to [Chapter 7, Article III, Section 7.321 \(Snow Emergency Parking Ban\)](#) and [Article X, Section 7.1002 \(Snow Removal Operations\)](#). These amendments have been reviewed and approved by the Parking Division, Public Works and Legal Departments and have been referred to the Parking and Traffic Safety Committee for consideration at their September 7, 2023 meeting.

*I recommend that the City Council move pass first reading, and schedule a public hearing and second reading at the October 2, 2023 City Council meeting.*

**B. Public Hearing and Second Reading of Ordinance Amending Chapter 1, Article VIII – Code of Ethics, Section 1.802 – Conflicts of Interest, Amending Subsection F – Gifts and Favors: No officer or employee shall accept any gift, over \$100 per calendar year:**

[Attached please find proposed amendments to Chapter 1, Article VIII – Code of Ethics, Section 1.802 – Conflict of Interest, Amending Subsection F – Gifts and Favors.](#)

*I recommend that the City Council move to pass second reading and schedule a third and final reading at the October 2, 2023 City Council meeting.*



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

### **1. Request for Street Naming – Grapevine Run:**

The property owners of 212, 214, 216 Woodbury Avenue have a recently approved development with 8 residences, comprised of two duplex structures and four single family homes with access from Boyd Road to a new private street. The owners are requesting approval to name the private street Grapevine Run.

The Department of Public Works has reviewed the request of Grapevine Run with the State e911 and they have no objection to the name. Additionally, there are no duplicate names in this zip code.

*I recommend that the City Council move to authorize the use of Grapevine Run as the private street name for the development at 212, 214, 216 Woodbury Avenue.*

### **2. Authorization to Facilitate Installation of Dock:**

Attached please find a memorandum from Of Counsel Attorney, Robert Sullivan, regarding a request from Roger and Elizabeth Trudeau of 10 Crescent Way relative to a dock. Owners, who are required to get an approval for their proposed dock from the Department of Environmental Services, require additional approvals from the City due to a City easement across their parcel and the proposed location of the dock.

*I recommend that the City Council authorize the City Manager to negotiate and execute any agreements or approvals which are necessary for Roger and Elizabeth Trudeau, 10 Crescent Way, to construct a proposed 10' x 10' deck, 40' seasonal gangway, and 10' x 20' seasonal float as presented.*

### **3. Request for Extension of Temporary Construction License for 147 Congress Street:**

Lucky Thirteen Properties, LLC, ("Owner") is making improvements to property it owns at 147 Congress Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 126, Lot 4 ("Property"). Owner is constructing a 700 square foot addition to the building and front and rear canopies and was granted a license by the City Council on June 5, 2023 to encumber the sidewalks that abut the Property along Congress Street and Maplewood Avenue. The sidewalk along Congress Street is no longer encumbered. The sidewalk encumbrance along Maplewood Avenue is set to expire on October 12, 2023. Due to the unprecedented amount of rainfall this summer, the project will not be completed on schedule so the Owner is asking the Council to grant a 41 day extension (through November 22, 2023) to encumber the sidewalk along Maplewood Avenue in order to complete the project.

Encumbrances for longer than 30 days are subject to the City Council's policy entitled "License Fee for Encumbrance of City Property". Under this policy, a daily fee is calculated per square foot of encumbered sidewalk. Owner seeks to encumber 1,419 square feet of the sidewalk along Maplewood for 41 days. The License Fee is  $1,419 \times .05 = \$70.95$  per day  $\times 41$  days = \$2,908.95.



Note that the original license and this extension includes encumbering three parking spaces at the rear of the building in the Worth Lot. These spaces are currently reserved exclusively for the Owner's use per separate agreement with the City and do not require a license. In addition, Owner will continue to work with the Department of Public Works to ensure appropriate signage is posted to redirect pedestrians when the sidewalk is closed.

The Legal and Planning Departments have reviewed and approved the form of [the attached License extension](#).

If the Council agrees to grant an extension of the temporary construction license to encumber the sidewalk along Maplewood Avenue for property located at 147 Congress Street, an appropriate motion would be:

*Move that the City Manager be authorized to execute and accept an extension of the temporary construction license to encumber the sidewalks along Maplewood Avenue that abut 147 Congress Street as requested.*

4. **Request to Establish Polling Hours for the Municipal Election:**

[Attached please find a presentation from City Clerk Barnaby](#) regarding polling hours for the 2023 Municipal Election.

*I recommend that the City Council move to establish polling hours from 8:00 a.m. to 7:00 p.m. for the November 7, 2023 Municipal Election.*

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

A. **Acceptance of Grant in Support of Household Hazardous Waste Collection Events - \$4,265:**

Household hazardous waste collection events help protect our water supply and reduce the potential of hazardous waste being dumped or inappropriately disposed. In the interest of protecting public health and ensuring household hazardous waste and unwanted household hazardous products are disposed of in an environmentally sound manner, the City has hosted collection events for more than a decade. Hundreds of thousands of gallons of hazardous waste have been properly disposed of during this time, and an average of 675 families take advantage of the collection events every year.

In the spirit of being a good neighbor and for drinking water source protection, the City also offers the services to residents of Newington and Greenland. The expenses are shared among the communities on a prorated basis - per vehicle per community.

A grant in the amount of \$4,265.00 from the Department of Environmental Services (DES) has been applied for and is available to the City to assist in managing the cost of these events. This grant would supplement the City funds proposed in the FY24 budget.



*I would recommend the City Council move to accept and expend a \$4,265 DES grant for the purpose of household hazardous waste collection events and authorize the City Manager to execute any documents which may be necessary for this grant contract.*

**B. Acceptance of Office of Highway Safety Grant for the Police Department - \$31,300:**

At the September 12, 2023 Special Police Commission meeting, the Board of Police Commissioners approved and accepted an Office of Highway Safety grant in the amount of \$31,300 from the NH Department of Safety for multiple highway safety initiatives, including but not limited to the U Drive, U Text, U Pay campaign.

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

***XVII. City Manager's Informational Items:***

**1. Community Policing Facility Public Meeting:**

The public is invited to the second Community Policing Facility Public Meeting to be held in Council Chambers on Thursday, September 21st at 5:30 pm. We will hear updates on the project from City staff and our consultants, including site selection, site options, and program test fit. This will be followed by a Q&A about the project and the process.

**2. FlashVote Survey #2 Results:**

I will provide a verbal update on Survey #2 from FlashVote at this evening's meeting.



"LOT LINE ADJUSTMENT PLAN, TAX MAP 175, LOTS 1, 2, & 3. GRAPEVINE RUN, 212, 214, & 216 WOODBURY AVE. PORTSMOUTH, NH 03801." PREPARED BY JONES & BEACH ENGINEERS, INC. TO BE RECORDED.

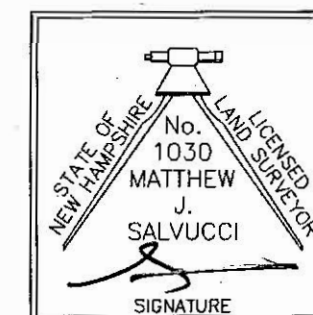
TAX MAP 175 LOT 4  
KUZZINS BOWDEN HOSPITALITY II, LLC  
C/O KEYBANK ATTN: SERVICING DEPT  
300 WOODBURY AVE.  
PORTSMOUTH, NH 03801  
BK 3355. PG 1325

PURSUANT TO RSA 676:18-III AND RSA 672:14

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ADJUSTED LINEAL ERROR OF 1:10,000 OR BETTER, THAT IT COMES WITHIN THE TOLERANCES SET FORTH IN SECTION 13.03.04 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES AND THE MINIMUM OF 1:15,000 AS DEFINED IN SECTION 4.2 OF THE N.H.S.A. ETHICS AND STANDARDS.

THIS SURVEY CONFORMS TO A CATEGORY 1 CONDITION 1 SURVEY AS DEFINED IN SECTION 4.1 OF THE N.H.L.S.A. ETHICS AND STANDARDS.



**MATTHEW J. SALVUCCI, LLS 1030**  
ON BEHALF OF JONES & BEACH ENGINEERS, INC.

5/25/23  
DATE:

LOCUST SCALE: 1"=500'

SITE NOTES:

1. THE INTENT OF THIS PLAN IS TO REMOVE THE HOUSE AND GARAGE ON LOT 1, ADJUST THE LOT LINE BETWEEN LOT 1 WITH LOTS 2 & 3, AND PROPOSE AN 8-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT ON LOT 1 WITH ACCESS FROM BOYD ROAD.
2. ZONING DISTRICT: GENERAL RESIDENTIAL A (GRA)  
LOT AREA MINIMUM = 7,500 S.F.  
MAX DENSITY = 1 DWELLING UNIT PER 7,500 S.F. LOT AREA  
PROPOSED ON LOT 1 = 60,075 S.F. / 8 = 1 UNIT PER 7,509 S.F. PROVIDED  
LOT FRONTAGE MINIMUM = 100'  
LOT DEPTH MINIMUM = 70'  
BUILDING SETBACKS (MINIMUM):  
FRONT SETBACK = 15'  
SIDE SETBACK = 10'  
REAR SETBACK = 20'  
MAX. BUILDING HEIGHT = 35' WITH SLOPED ROOF, 30' WITH FLAT ROOF  
MAX. BUILDING COVERAGE = 25%  
PROPOSED, LOT 1 = 21.1%  
PROPOSED, LOT 2 = 17.6%  
PROPOSED, LOT 3 = 19.3%  
MAX. OPEN SPACE = 30%  
PROPOSED, LOT 1 = 58.7%  
PROPOSED, LOT 2 = 58.1%  
PROPOSED, LOT 3 = 68.2%
3. PARKING CALCULATIONS  
UNITS OVER 750 S.F. = 1.3 SPACES REQUIRED PER UNIT PLUS 1 VISITOR SPACE PER EVERY 5 DWELLING UNITS OR PORTION THEREOF  
8 UNITS \* 1.3 SPACES REQUIRED = 11 SPACES REQUIRED, 16 SPACES PROVIDED IN GARAGES  
8 UNITS: 2 VISITOR SPACES REQUIRED, 2 VISITOR SPACES PROVIDED  
TOTAL: 13 SPACES REQUIRED, 18 SPACES PROVIDED.
4. LOT 1 CALCULATIONS  
TOTAL BUILDING FOOTPRINT = 12,700 SF  
TOTAL IMPERVIOUS PAVED AREA = 10,900 SF  
TOTAL IMPERVIOUS ON LOT 1 = 23,600 SF = 39.2% OF LOT 1  
PERVIOUS PAVED = 1,350 S.F. = 2.2% OF LOT 1  
TOTAL OPEN SPACE ON LOT 1 = 100% - 39.2% - 2.2% = 58.6%
5. NHDES SEWER CONNECTION PERMIT NO. D2023-0416, DATED MAY 18, 2023.
6. AT ITS MEETING ON APRIL 19, 2022, THE CITY OF PORTSMOUTH ZONING BOARD OF ADJUSTMENT VOTED TO GRANT A VARIANCE FROM THE FOLLOWING REQUIREMENT:  
SECTION 15.15 TO ALLOW MORE THAN ONE FREE-STANDING DWELLING ON A SINGLE LOT WITHIN THE GRA ZONE.
7. THIS PLAN HAS BEEN PREPARED BY JONES & BEACH ENGINEERS, INC. FOR THE CITY OF PORTSMOUTH AND FOR CONSTRUCTION BASED ON DATA OBTAINED FROM ON-SITE FIELD SURVEY AND EXISTING MUNICIPAL RECORDS. THROUGHOUT THE CONSTRUCTION PROCESS, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY OF ANY DISCREPANCY FROM DATA AS SHOWN ON THE DESIGN PLANS, INCLUDING ANY UNFORESEEN CONDITIONS, SUBSURFACE OR OTHERWISE, FOR EVALUATION AND RECOMMENDATIONS. ANY CONTRADICTION BETWEEN ITEMS ON THIS PLAN/PLAN SET OR BETWEEN THE PLANS AND ON-SITE CONDITIONS, MUST BE RESOLVED BEFORE RELATED CONSTRUCTION HAS BEEN INITIATED. CONTRACTOR TO ALWAYS CONTACT DIG SAFE PRIOR TO DIGGING ON-SITE OR OFF-SITE TO ENSURE SAFETY AND OBEY THE LAW.
8. ALL CONSTRUCTION SHALL CONFORM TO TOWN STANDARDS AND REGULATIONS, AND NHDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, WHICHEVER IS MORE STRINGENT.
9. SUBJECT PROPERTY IS NOT LOCATED WITHIN FEDERALLY DESIGNATED 100 YEAR FLOOD HAZARD ZONE. REFERENCE FEMA COMMUNITY PANEL NO. 3301SC0270F, DATED JANUARY 29, 2021.
10. ALL CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (S.W.P.P.P.). THIS DOCUMENT IS TO BE KEPT ON-SITE AT ALL TIMES AND UPDATED AS REQUIRED.
11. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, ARCHITECT AND/OR OWNER, IN ORDER TO OBTAIN AND/OR PAY ALL THE NECESSARY LOCAL PERMITS, FEES, AND BONDS.
12. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) AND NHDOT STANDARDS AND SPECIFICATIONS (NON-REFLECTORIZED PAVEMENT MARKINGS), UNLESS OTHERWISE NOTED.
13. ALL STOP BARS SHALL BE 18" IN WIDTH IN A COLOR OF WHITE; ALL TRAFFIC ARROWS SHALL BE PAINTED IN A COLOR OF WHITE.
14. ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE ARCHITECTURAL AND STRUCTURAL PLANS PROVIDED BY THE OWNER. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND/OR OWNER PRIOR TO THE START OF CONSTRUCTION. BUILDING DIMENSIONS AND AREAS TO BE TO OUTSIDE OF MASONRY, UNLESS OTHERWISE NOTED.
15. SNOW TO BE STORED AT EDGE OF PAVEMENT AND IN AREAS SHOWN ON THE PLANS, OR TRUCKED OFFSITE TO AN APPROVED SNOW DUMPING LOCATION.
16. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) RULES AND REGULATIONS.
17. ALL CONDITIONS ON THIS PLAN SHALL REMAIN IN EFFECT IN PERPETUITY PURSUANT TO THE REQUIREMENTS OF THE SITE PLAN REVIEW REGULATIONS.
18. THIS SITE PLAN SHALL BE RECORDED IN THE ROCKINGHAM COUNTY REGISTRY OF DEEDS.
19. ALL IMPROVEMENTS SHOWN ON THIS SITE PLAN SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PLAN BY THE PROPERTY OWNER AND ALL FUTURE PROPERTY OWNERS. NO CHANGES SHALL BE MADE TO THE SITE PLAN WITHOUT THE EXPRESS APPROVAL OF THE PORTSMOUTH PLANNING DIRECTOR.
20. THE OWNER OF EACH UNIT SHALL STORE TRASH IN THEIR GARAGE. TRASH WILL BE PICKED UP BY A PRIVATE HAULER.
21. THE TAX MAP AND LOT NUMBERS ARE BASED ON THE CITY OF PORTSMOUTH TAX RECORDS AND ARE SUBJECT TO CHANGE.
22. THIS SURVEY IS NOT A CERTIFICATION TO OWNERSHIP OR TITLE OF LANDS SHOWN. OWNERSHIP AND ENCUMBRANCES ARE MATTERS OF TITLE EXAMINATION NOT OF A BOUNDARY SURVEY. THE INTENT OF THIS PLAN IS TO RETRACER THE BOUNDARY LINES OF DEEDS REFERENCED HEREON. OWNERSHIP OF ADJOINING PROPERTIES IS ACCORDING TO ASSESSOR'S RECORDS. THIS PLAN MAY OR MAY NOT INDICATE ALL ENCUMBRANCES EXPRESSED, IMPLIED OR PRESCRIPTIVE.
23. SURVEY THE LINES SHOWN HEREON ARE NOT BOUNDARY LINES. THEY SHOULD ONLY BE USED TO LOCATE THE PARCEL SURVEYED FROM THE FOUND MONUMENTS SHOWN AND LOCATED BY THIS SURVEY.
24. AN EASEMENT SHALL BE GRANTED TO THE CITY OF PORTSMOUTH FOR ACCESS AND LEAK DETECTION OF THE WATER MAIN SHUTOFFS, AND METERS ON THE PROPERTY. EASEMENT DESCRIPTION MUST BE APPROVED BY THE CITY'S LEGAL DEPARTMENT AND ACCEPTED BY THE CITY COUNCIL.
25. FOR ADDITIONAL BOUNDARY INFORMATION AND MONUMENTS, SEE BOUNDARY LINE ADJUSTMENT PLAN.
26. ON-SITE SALT STORAGE IS PROHIBITED WITHIN 250' OF AN INLAND WETLAND UNLESS COMPLETELY COVERED AND CONTAINED IN A STRUCTURE.
27. BUILDINGS SHALL BE CONSTRUCTED IN THE FOOTPRINTS SHOWN HEREON. NOTIFY THE PROJECT ENGINEER IF THE PROPOSED ROOF LAYOUT, GUTTERS, AND/OR ROOF LINES ARE MODIFIED AFTER FINAL PLANS ARE SUBMITTED. UNITS 1-4 WILL NOT HAVE BASEMENTS, SUMPS, OR FOUNDATION DRAINS.
28. AREA OF DISTURBANCE = 58,000 S.F. (ON AND OFF SITE)
29. IF BOYD ROAD IS RECONSTRUCTED PRIOR TO THE SITE WORK ON BOYD ROAD BEING CONSTRUCTED, BOYD ROAD WILL REQUIRE A MILL AND FILL PAVEMENT RESURFACING FOR ALL DISTURBED AREAS TO THE SATISFACTION OF THE DEPARTMENT OF PUBLIC WORKS.

✓ 11.4.23

PROJECT PARCEL.  
CITY OF PORTSMOUTH  
TAX MAP 175, LOTS 1, 2, & 3

APPLICANT  
TUCK REALTY CORP.  
ATTN: TURNER PORTER  
149 EPPING RD., SUITE 2A  
EXETER NH 03833

TOTAL LOT AREA.  
80,484 SQ. FT.  
1.85 ACRES

DATE: 7/18/23

DRAWING No.

## C2

SHEET 5 OF 23  
PROJECT NO. 21254

ADDITIONAL ABUTTERS:

TAX MAP 162 LOT 56  
COLBY T. GAMESTER  
AMANDA D. GAMESTER  
187 WOODBURY AVE.  
PORTSMOUTH, NH 03801  
BK 6050 PG 180

TAX MAP 174 LOT 2  
PORTSMOUTH HOUSING AUTHORITY  
245 MIDDLE ST.  
PORTSMOUTH, NH 03801

TAX MAP 174 LOT 3  
DAWN P. MOYLAN REVO INTER VIVOS  
55 BOYD RD.  
PORTSMOUTH, NH 03801  
BK 2969 PG 0654

TAX MAP 174 LOT 4  
KAREN A. FOYE  
KENNETH FOYE  
79 BOYD RD.  
PORTSMOUTH, NH 03801  
BK 6108 PG 2989

## GRAPHIC SCALE

( IN FEET )  
1 inch = 20 ft.

## GENERAL LEGEND

EXISTING	PROPOSED

**DESCRIPTION**

PROPERTY LINES  
SETBACK LINES  
CENTERLINE  
TREE LINE  
FENCE  
EDGE OF PAVEMENT  
TREES AND BUSHES  
UTILITY POLE

**BOYD ROAD**

**MANOR  
DRIVE**

Designed and Produced in NH

**J/B** Jones & Beach Engineers, Inc.

85 Portsmouth Ave.  
PO Box 219  
Stratham, NH 03885

Civil Engineering Services

603-772-4746

FAX: 603-772-0227

E-MAIL: JBE@JONESANDBEACH.COM

Plan Name:

## SITE PLAN

Project:

"GRAPEVINE RUN"  
212, 214, & 216 WOODBURY AVE. PORTSMOUTH, NH 03801

Owners of Record:

MAPLE HEIGHTS REALTY, LLC  
16 ACADIA LANE, EXETER, NH 03833 BK 6474 PG 2215

13	5/23/23	ADDED SEWER CONNECTION PERMIT NUMBER	DJM
12	5/15/23	REVISED PER NHDES SEWER CONNECTION COMMENTS	DJM
11	5/5/23	ADDED CONDITIONS OF APPROVAL	DJM
10	2/22/23	REVISED PER TAC CONDITIONS OF APPROVAL	DJM
9	1/23/23	REVISED BIORETENTION BERM DETAIL PER REVIEW ENGINEER	DJM
REV.	DATE	REVISION	BY

Design: JAC	Draft: DJM	Date: 01/05/22
Checked: JAC	Scale: 1"=20'	Project No.: 21254
Drawing Name: 21254-PLAN.dwg		
<p>THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES &amp; BEACH ENGINEERS, INC. (JBE).</p> <p>ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.</p>		



**CITY OF PORTSMOUTH**

**LEGAL DEPARTMENT**


**MEMORANDUM**

DATE: September 6, 2023

TO: KAREN S. CONARD, CITY MANAGER

FROM: ROBERT P. SULLIVAN, OF COUNSEL

RE: REQUEST OF ROGER AND ELIZABETH TRUDEAU OF 10 CRESCENT WAY FOR APPROVALS NECESSARY TO BUILD A DOCK ON PISCATAQUA RIVER



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Roger and Elizabeth Trudeau of 10 Crescent Way are owners of property which abuts the Piscataqua River as well as land of the City of Portsmouth to the west of Hislop Field. Attached hereto is an annotated standard boundary survey of Tax Map 212 Lot 165 prepared by Ambit Engineering dated November 1, 2021, showing the area in question. On that exhibit, the dock is shown at the northern end of the property contained within a green outline which is land once owned by the City but conveyed to predecessors of Mr. and Mrs. Trudeau in 1970. The property so conveyed is subject to the restriction that:

“The right to build and maintain a public street over [the property] and all services incident thereto including but not limited to water and sewerage and including a sewerage pumping station, provided such pumping station does not block access to [other land] ... .”

Also attached is a copy of an email addressed to myself from Environmental Engineer Matt Cardin dated June 13, 2023. Mr. Cardin is an environmental consultant working with the Trudeaus and the email is self-explanatory. In discussion with Mr. Cardin, it has become apparent that one or more approvals from the City will be necessary for the Trudeaus to build their dock in the most desirable configuration.

The Public Works Director, the Planning Director, and I have reviewed this situation. We find no objection to the issuance of whatever approvals the Trudeaus might need to build a dock as shown on the plan.



If you are in agreement, then it would be appropriate for the matter to be placed on a City Council agenda, at which time the Council might consider the following motion:

**Moved**, that the City Manager is authorized to negotiate and execute any agreements or approvals which are necessary for Roger and Elizabeth Trudeau, 10 Crescent Way, to construct a proposed 10' x 10' deck, 40' seasonal gangway, and 10' x 20' seasonal float as presented.

RPS/smr

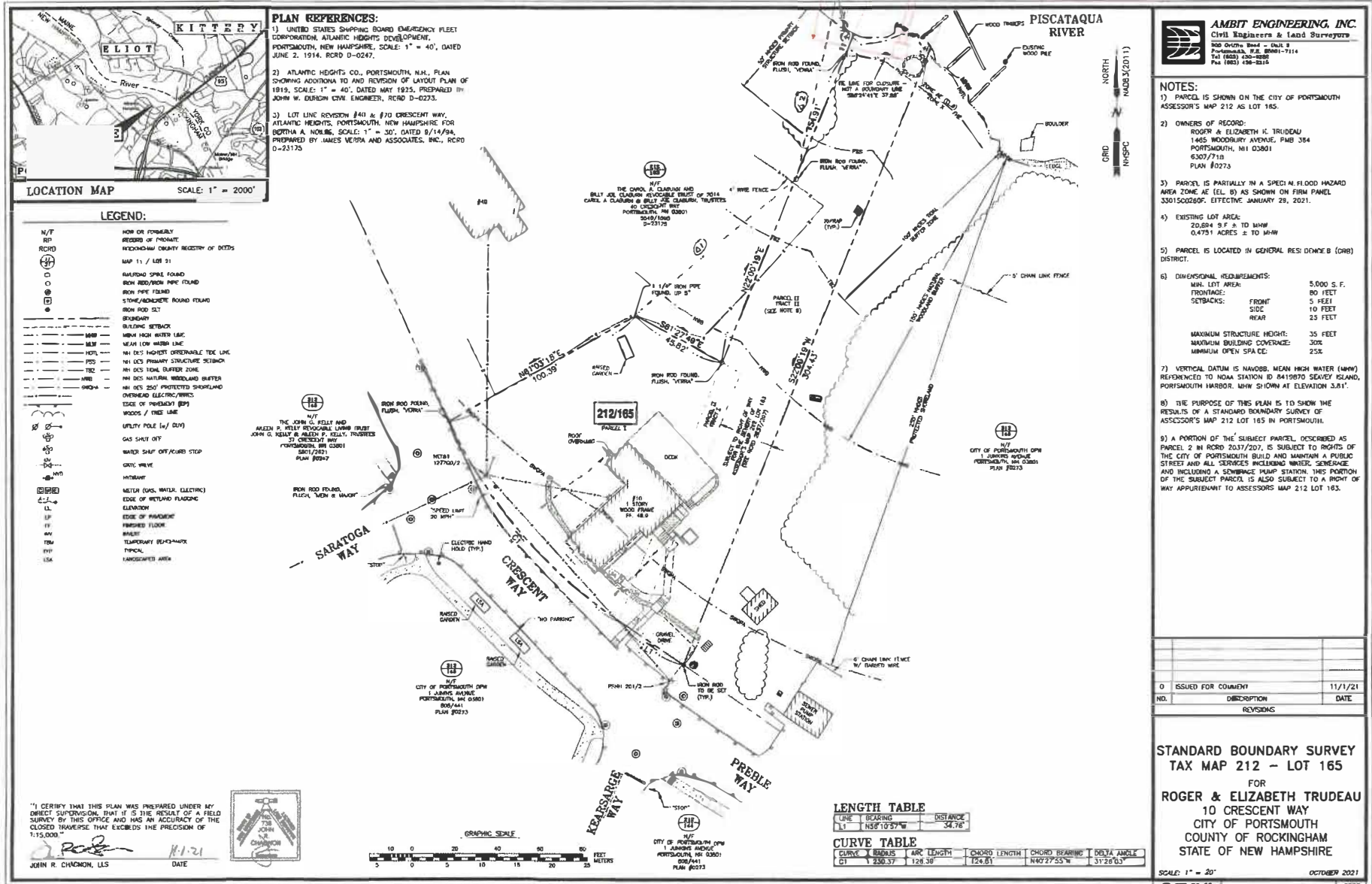
Attachments

cc: Peter Rice, Public Works Director  
Peter Britz, Director of Planning and Sustainability  
Susan G. Morrell, City Attorney  
Matt Cardin, CWS



# CM Action Item #2

Proposed 10'x10' deck, 40' seasonal gangway and 10' x 20' Seasonal Float





## Synthia Ravell

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**From:** Matt Cardin <matt@cardinenvironmental.com>  
**Sent:** Tuesday, June 13, 2023 7:17 AM  
**To:** Robert P. Sullivan  
**Cc:** Synthia Ravell  
**Subject:** 10 Crescent Way - Tidal Dock License  
**Attachments:** Book 2037 Page 207.pdf; 10 Crescent Way Dock License Request\_City of Portsmouth.pdf; 10 Crescent Way Property Survey W\_Dock Design.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Attorney Sullivan -

My name is Matthew Cardin, an environmental consultant working with Mr. Roger Trudeau of 10 Crescent Way. Mr. Trudeau has been part of the working waterfront community in the Portsmouth area and has not afforded himself a small piece of waterfront property himself and is interested in installing a tidal dock to gain wharf access along the Piscataqua River. The property, Map 212, Lot 165, is subject to a roadway and utilities easement extending from Crescent Way to the riverfront, which is the only reasonable location for a tidal dock on Mr. Trudeau's property.

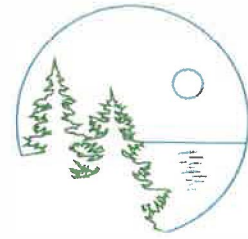
On behalf of Mr. Trudeau, I have provided a conceptual dock design, property survey and easement deed in consideration and discussion for the City to provide a license allowing Mr. Trudeau in installing a tidal dock on his property.

Your time and consideration would be greatly appreciated. I am happy to discuss this further at the City's convenience. I can be reached at 603-988-6635 or at [matt@cardinenvironmental.com](mailto:matt@cardinenvironmental.com).

Best regards,

Matt Cardin, CWS  
603-988-6635  
***M. Cardin Environmental***





June 13, 2023

Portsmouth City Manager  
and Legal Department  
1 Junkins Ave  
Portsmouth, NH 03801

**Re: Proposed Dock – City Easement/ROW  
Map 212, Lot 165  
10 Crescent Way  
Portsmouth, NH 03801**

Dear Ms. Karen Conrad and Attorney Sullivan,

On behalf of Roger Trudeau, the current owner of 10 Crescent Way, Portsmouth, NH, I am requesting a review and permission to install a tidal dock on the property located at 10 Crescent Way, Map 212, Lot 165. As shown in the enclosed subject property survey, the riparian front along the Piscataqua River is subject to rights of the City of Portsmouth for use as a roadway and utility easement, which is described and recorded at the Rockingham County Registry of Deeds, Book 2037, Page 207, included herein for your convenience.

The City easement within the subject property starts at the property frontage along Crescent way and extends northward to the riparian frontage of the Piscataqua River. The easement is approximately 50 feet in width and extends across the entire riparian frontage along the Piscataqua River within the subject property. This is the only reasonable location that would provide Mr. Trudeau wharf access to the Piscataqua River within his property.

Included in this letter is a conceptual layout for a proposed tidal docking structure that is also collocated within the City's easement. All appropriate permits and design will be prepared by M. Cardin Environmental and a design will be in compliance with current tidal dock design standards.

At this time Mr. Trudeau and I are seeking permission or a license agreement to allow said tidal dock structure within the subject property and within the City's easement. I am gladly available for further discussion or to provide additional details the city may be interested in and can be available at your convenience. Please don't hesitate to contact me at [Matt@Cardinenvironmental.com](mailto:Matt@Cardinenvironmental.com), or at 603-988-66365.

Best Regards,

Matthew R. Cardin  
NH Certified Wetland Scientist #284



Book 2037 Page 0207

## FORM 404 N. H. QUIT CLAIM DEED

TUTTLEMAN, REGISTERED U.S. PAT. OFFICE  
Tuttle Law Print. Publishers, Rutland, Vt.

2037 207

City of Portsmouth, a Municipal Corporation duly organized under the laws of the State of New Hampshire with a principal place of business at 126 Daniel Street, Portsmouth, ~~Rockingham~~ ~~County, State of~~ New Hampshire, for consideration paid, grant to Frederick W. Watson and Mary Ann Watson of 10 Crescent Way, Portsmouth, Rockingham County, State of New Hampshire, with QUITCLAIM COVENANTS, ~~as~~ as Joint Tenants with rights of survivorship.

Parcel 1

A certain tract or parcel of land situate in Portsmouth, New Hampshire, bounded and described as follows:

Beginning at a point in the northerly sideline of Crescent Way at the southerly corner of land of the grantee; thence running N 22° - 28' E by land of said grantee 130.0 feet to the northeasterly corner of said grantees land and the southerly corner of land of Richard A. and Lena G. Noiles; thence turning and running S 61° - 34' E by other land of the City of Portsmouth 10.77 feet to a corner; thence turning and running S 22° - 28' W by said land of the City of Portsmouth about 130 feet to said Crescent Way; thence in a general northwesterly direction about 11 feet to the point of beginning. Containing about 1300 square feet.

Meaning and intending to convey a strip of land 10 feet wide along the easterly sideline of land of the grantee.

Parcel 2

A certain tract or parcel of land situate in Portsmouth, New Hampshire bounded and described as follows:

Beginning at a point in the northerly sideline of Crescent Way about 11 feet southeasterly from the southerly corner of land of Frederick W. and Mary Ann Watson; thence running N 22° - 28' E, 130.0 feet and N 61° - 34' W, 10.77 feet by land of the City of Portsmouth to be conveyed to said Watson to a corner; thence turning and running N 22° - 28' E by land of Richard A. & Lena G. Noiles about 170 feet to the Piscataqua River; thence turning and running in a southeasterly direction by said river about 33 feet to a corner; thence turning and running S 22° - 28' W by other land of the City of Portsmouth about 300 feet to Crescent Way; thence turning and running northwesterly by said Way about 26 feet to the point of beginning.

The grantor reserves the right to build and maintain a public street over parcel 2 above and all services incident thereto including but not limited to water and sewerage and including a sewerage pumping station, provided such pumping station does not block access to the land of Richard A. and Lena G. Noiles as referred to above, and subject to the right of Richard A. Noiles and Lena G. Noiles there heirs, executors and assigns, to a 50 foot right-of-way from Crescent Way for access to the property of Richard A. and Lena G. Noiles as referred to in the above description from Crescent Way over the above property and adjoining property of the City of Portsmouth.

14224  
REC'D ROCKINGHAM COUNTY  
REGISTRY OF DEEDS  
OCT 6 9 16 AM '70



**2037 208**

Book 2037 Page 0208



In Witness Whereof, the City of Portsmouth has caused this instrument to be executed by its Mayor, and its corporate seal to be affixed this 22 day of October, 1970.

[illegible]

Witness hand and seal this 2nd day of October, 1970

**Witness**


City of Portsmouth

By

STATE OF NEW HAMPSHIRE }  
COUNTY OF ROCKINGHAM } ss.:

On this the 2nd day of October, 1970, before me, John Diawoff, the undersigned officer, personally appeared ALVIN A. CANINE, who acknowledged himself to be the City Manager of the City of Portsmouth, a Municipal Corporation, and that he, as such City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Municipal Corporation by himself as

In Witness Whereof, I hereunto set my hand and official seal.

  
Justice of the Peace





September 7, 2023

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

Dear Ms. Conard,

Due to the higher-than-expected rainfalls over the summer, it has not been possible to complete the scope of work in the timeframe allotted in License Agreement with Lucky Thirteen Properties, LLC at 147 Congress Street, which is attached to encumbrance file ENCM 23-15. We are requesting an additional 42 days to complete the work.

We request that you please put this matter on the City Council's agenda for the September 18, 2023, meeting for review. Attached is a copy of the license area in Exhibit A.

Please note that we will be improving the sidewalk for the City's benefit after this project phase is complete; that work is not relevant to this license.

Should there be any questions or concerns in the meantime, please feel free to contact me at (207)451-7253 to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Louis Hamel', written over a horizontal line.

Louis Hamel, Site Superintendent, Auger Building Company

Also Signed,

A handwritten signature in blue ink, appearing to read 'Michael Labrie', written over a horizontal line.

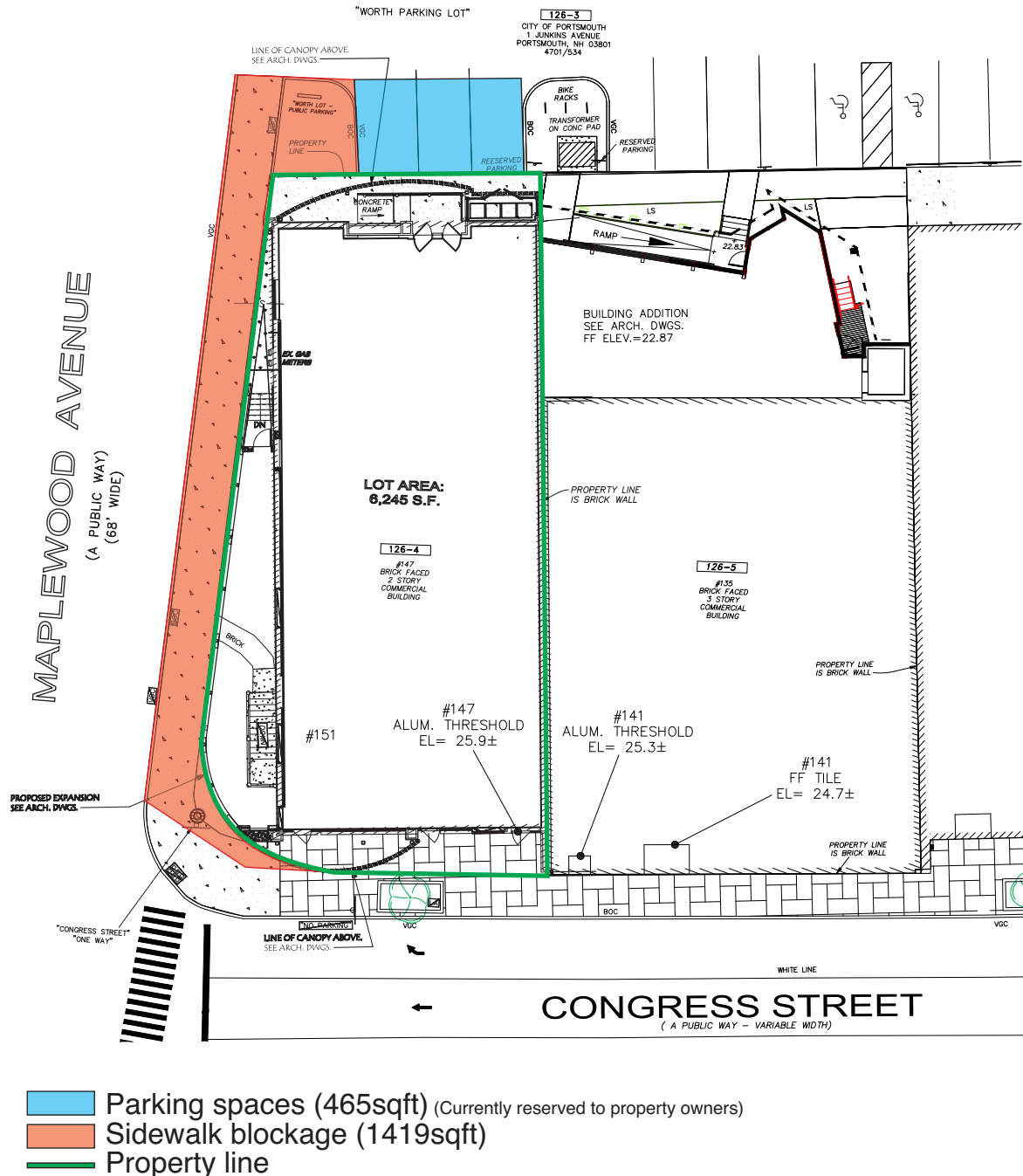
Michael Labrie, Owner

255 Portsmouth Avenue  
Greenland, NH 03840  
V (603) 430-9004 • F (603) 430-9002  
info@augerbldgcompany.com



## 147 CONGRESS STREET ENCUMBRANCE SKETCH

## LOCATION OF SIDEWALK CLOSURE



## DESCRIPTION OF ENCUMBRANCE

Temporary closure of Maplewood Ave to complete siding, windows and trim on addition located at 147 Congress Street (blue). Occupy three parking spaces immediately in rear of property for dumpster and loading of construction materials. Rear parking spaces are currently reserved for the property owners use per separate agreement with the city. The Maplewood side of building will not be passable for an additional period of 42 days.



**LICENSE AGREEMENT EXTENSION**  
**LUCKY THIRTEEN PROPERTIES, LLC AT 147 CONGRESS STREET**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Lucky Thirteen Properties, LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 147 Congress Street, Portsmouth, NH, pursuant to the following terms and conditions:

1. **Area of License and Use:** The Owner owns the property located in the City of Portsmouth, Rockingham County, State of New Hampshire, at 147 Congress Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 126, Lot 4 ("Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 6047, Page 1728.

**License Area:** The City authorizes Licensee to temporarily use 1,419 square feet of sidewalk that abuts the Property along Maplewood Avenue and the Worth Lot more particularly described in the attached Exhibit A. Note that the License Area 1 in Exhibit A also includes encumbering three parking spaces at the rear of the building in the Worth Lot. Those three parking spaces are currently reserved exclusively for the Owner's use per separate agreement with the City.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a 700 square foot addition to the building and front and rear canopies.

3. **Term:**

**License Area:** The license for License Area 1 shall be for approximately 41 days, from October 13, 2023 through November 22, 2023.

Licensee may terminate this License prior to the end of the term by returning the License Areas to safe and effective use by the public prior to the expiration of the term of this License. The Licensee shall contact the



Director of Public Works for a determination that the License Areas have been returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the License Areas to the City in the manner prescribed under this License at the end of the term may result in enforcement action by the City.

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Areas and again when it returns the License Areas to the City's control and use.
5. **License Fees:** The Owner shall pay to the City a license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee for the sidewalk encumbered by this license of \$0.05 per square foot per day.

**License Fee Calculation:** The total license fee for the License is  $\$0.05 \times 1,419 \text{ square feet} = \$70.95 \text{ per day} \times 41 \text{ days} = \mathbf{\$2,908.95}$ . The License Fee shall be paid in full prior to the start of the term of the License.

Because it is in the City's interest that the Licensed Areas be returned to the public use as soon as possible, if the License Areas is returned to the City prior to the end of the License Term, the City will refund the Licensee the portion of the License Fee paid but not used.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Areas in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Areas and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.



Owner is required to apply for separate Flagging Permits that are outside the scope of this License when closing roads that abut the Property and shall advise abutters of all Flagging Permit applications in advance. Owner is also required to provide weekly updates to abutters regarding construction activity for the following week until the project is complete.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**City of Portsmouth**

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

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



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Lucky Thirteen Properties, LLC**

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

h/jferrini/license//147Congressex



# CITY OF PORTSMOUTH POLLING HOURS ANALYSIS

## FINDINGS



*Created by The Office of the City Clerk*



# CITY/TOWN POLLING HOURS

FINDINGS BASED ON PARTICIPATION FROM ALL 13 CITIES  
AND 5 SEACOAST TOWNS IN THE  
STATE OF NEW HAMPSHIRE.

## STATISTICS FROM CITIES:

*BERLIN, CLAREMONT, CONCORD, DOVER, FRANKLIN, KEENE, LACONIA, LEBANON,  
MANCHESTER, NASHUA, PORTSMOUTH, ROCHESTER, SOMERSWORTH*

- 7 CITIES HAVE THE SAME POLLING HOURS FOR MUNICIPAL ELECTIONS AS  
PORTSMOUTH

8:00 A.M. TO 7:00 P.M.

- 1 CITY – *LACONIA*’S POLLING HOURS FOR MUNICIPAL ELECTIONS ARE  
8:00 A.M. TO 6:00 P.M.

- 3 CITIES: *CONCORD, DOVER, LEBANON* HOURS ARE  
7:00 A.M. TO 7:00 P.M.

*THESE CITIES HAVE LARGER STAFFING LEVELS WITH TWO BEING LARGER  
COMMUNITIES.*

- 2 CITIES: *MANCHESTER AND NASHUA* HOURS ARE  
6:00 A.M. TO 7:00 P.M.

**WITH NASHUA CLOSING AT 8:00 P.M.**

*BOTH HAVE MUCH LARGER STAFFING LEVELS WITH SOME STAFF BEING DEPLOYED TO  
THE WARDS TO WORK WITH ELECTION OFFICIALS ON ELECTION DAY TO ASSIST IN THE  
OPENING AND CLOSING OF POLLS.*

## STATISTICS FROM SEACOAST TOWNS:

*EXETER, HAMPTON, NORTH HAMPTON, STRATHAM, NEWMARKET*

- 2 TOWNS *STRATHAM, AND NEWMARKET* HAVE HOURS:  
7:00 A.M. TO 7:00 P.M.

- 2 TOWNS *EXETER, AND HAMPTON* HAVE HOURS:  
7:00 A.M. TO 8:00 P.M.

- 1 TOWN *NORTH HAMPTON* HAVE HOURS:  
8:00 A.M. TO 7:00 P.M.

**\*THESE SEACOAST TOWNS ALL HAVE ONLY 1 WARD**

## CHAPTER 2 ARTICLE III: ELECTIONS

### **SECTION 2.301: VOTING HOURS**

AT ALL PRIMARIES AND ELECTIONS HELD IN THE CITY OF PORTSMOUTH FOR THE  
NOMINATION OR ELECTION OF WARD, CITY, COUNTY AND STATE OFFICERS, UNITED  
STATES SENATORS, REPRESENTATIVE TO CONGRESS, AND ELECTORS OF THE  
PRESIDENT AND VICE PRESIDENT OF THE UNITED STATES, THE POLLS SHALL BE  
OPEN AT 8:00 A.M. AND CLOSE AT 6:00 P.M.







# NUMBERS OF WARDS

## CITY/TOWN

### ANALYZED CITIES IN NEW HAMPSHIRE WITH MORE THAN 5 WARDS: *WHICH ARE MAINLY THE LARGER-SIZED CITIES.*

*CONCORD WITH 10 WARDS  
DOVER WITH 6 WARDS  
LACONIA WITH 6 WARDS  
MANCHESTER WITH 12 WARDS  
NASHUA WITH 9 WARDS  
ROCHESTER WITH 6 WARDS*

### ANALYZED CITIES IN NEW HAMPSHIRE WITH 5 WARDS: *WHICH ARE MAINLY THE MEDIUM-SIZED CITIES*

*KEENE WITH 5 WARDS  
PORTSMOUTH WITH 5 WARDS  
SOMERSWORTH WITH 5 WARDS*

### ANALYZED CITIES IN NEW HAMPSHIRE WITH LESS THAN 4 WARDS: *WHICH ARE MAINLY THE SMALLER-SIZED CITIES*

*BERLIN WITH 3 WARDS  
CLAREMONT WITH 3 WARDS  
FRANKLIN WITH 3 WARDS  
LEBANON WITH 3 WARDS*

### ANALYZED SEACOAST TOWNS IN NEW HAMPSHIRE:

*\* ALL HAVE 1 WARD  
EXETER WITH 1 WARD  
HAMPTON WITH 1 WARD  
NORTH HAMPTON WITH 1 WARD  
STRATHAM WITH 1 WARD  
NEWMARKET WITH 1 WARD*





# CITY/TOWN STAFFING STATISTICS

9 CITIES REPORT NO STAFF WORKING AT POLLS

*BERLIN*  
*CLAREMONT*  
*CONCORD*  
*DOVER*  
*KEENE*  
*LACONIA*  
*LEBANON*  
*PORTSMOUTH*  
*SOMERSWORTH*

*FRANKLIN, NH SAID IT VARIES BASED ON ELECTION AND NEEDS.*

3 CITIES ANSWERED YES, 2 BEING LARGER-SIZED CITIES

*MANCHESTER (ESTIMATED 4-5 STAFF WORKERS)*

*NASHUA (ESTIMATED 6 STAFF WORKERS)*

*ROCHESTER (ESTIMATED 2 TO 3 STAFF WORKERS)*

*\*ALL 5 SEACOAST TOWNS CONFIRMED HAVING STAFF WORK AT POLLING  
LOCATIONS ON ELECTION DAY*





# CITY/TOWN STAFFING STATISTICS AND OFFICE CLOSURES

## CITY OFFICE CLOSURES ON ELECTION DAY

**FRANKLIN**

**\*MANCHESTER**

**(\*OPEN FOR ELECTION BUSINESS ONLY)**

**NASHUA**

## TOWN OFFICE CLOSURES ON ELECTION DAY

**EXETER**

## CITY OFFICES OPEN ON ELECTION DAY

**BERLIN, CLAREMONT, CONCORD, DOVER, KEENE, LACONIA,  
LEBANON, PORTSMOUTH, ROCHESTER, SOMERSWORTH**

## TOWN OFFICES OPEN ON ELECTION DAY

**HAMPTON**

**\*NEWMARKET**

**(\*CLOSED DURING PRESIDENTIAL ELECTIONS)**

**NORTH HAMPTON**

**STRATHAM**





# STAFFING STATISTICS

## CONTINUED..

### WHAT ARE STAFFING LEVELS?

**CITY OF BERLIN – 2.5**

**CITY OF CLAREMONT – 3**

**CITY OF CONCORD – 4**  
(ADDITIONAL 2-6 BASED ON ELECTION)

**CITY OF DOVER – 9**

**CITY OF FRANKLIN – 3**

**CITY OF KEENE – 6**

**CITY OF LACONIA – 6**

**CITY OF LEBANON – 5**

**CITY OF MANCHESTER – 15**

**CITY OF NASHUA – 6**

**CITY OF PORTSMOUTH – 3**

**CITY OF ROCHESTER – 4**

**CITY OF SOMERSWORTH – 2**

**TOWN OF EXETER – 4**


**TOWN OF HAMPTON – 5**

**TOWN OF NORTH HAMPTON – 2**  
(HIRING A THIRD)

**TOWN OF STRATHAM – 3**

**TOWN OF NEWMARKET 1 FTE, 3 PTE**





HONORABLE MAYOR, ASSISTANT MAYOR AND CITY COUNCIL  
IN ACCORDANCE WITH RSA 659:4, THE CITY COUNCIL SHALL  
DETERMINE THE POLLING HOURS FOR THE ELECTION. I  
REQUEST THAT THE POLLING HOURS FOR THE MUNICIPAL  
ELECTION ON NOVEMBER 7, 2023, BE ESTABLISHED FROM  
8:00 A.M. TO 7:00 P.M.

BASED ON THE SIGNIFICANT AMOUNT OF TIME AND EFFORT TO  
SET UP EACH POLLING LOCATION PRIOR TO OPENING AND TO  
COMPLETE REQUIRED DOCUMENTATION AT THE CLOSING OF  
THE POLLS, WE RELY ON OUR ELECTED AND VOLUNTEER  
ELECTION WORKERS TO BE AVAILABLE TO COMPLY WITH THE  
STATE RSA'S PERTAINING TO SETTING UP AND CLOSING OF  
POLLS. ELECTION DAY BEGINS WELL BEFORE THE 8:00 A.M.  
OPENING AND ENDS WELL AFTER THE 7:00 P.M. CLOSING.  
THEREFORE, I SEEK YOUR SUPPORT WITH THIS REQUEST.

---

## POLLING HOURS



*Created by The Office of the City Clerk*



North Church of Portsmouth  
United Church of Christ  
2 Congress Street  
Portsmouth, NH 03801  
603.436.9109

603.436.6744 fax

Reverend Jennifer Mazur  
*Senior Pastor*

Mrs. Christine Groleau  
*Moderator*

Mr. Nathan Amsden  
*Director of Music Ministry*

Ms. Paula Schena  
*Administrative Assistant*

September 7, 2023

Karen Conard  
Portsmouth City Manager  
1 Junkins Court  
Portsmouth, NH 03801

Dear Ms. Conrad:

North Church of Portsmouth is involved with Church World Service's (CWS) annual Crop Walk for Hunger. North Church participates as a member of the Seacoast Area Crop Walk group. The date for this year's Seacoast Area Crop Walk is Sunday October 15, 2023. The main walk is held in Exeter, NH. North Church would like to have our members walk in Portsmouth at the conclusion of our Sunday morning worship service on that Sunday.

The walk for North Church would include approximately 20-25 walkers departing from the brickwork in front of North Church in Market Square, leaving at approximately 12:30pm. The walkers would leave North Church, proceed down Congress St and turn onto Middle St and then Miller St. staying on the sidewalks. They would then proceed toward South St and have a choice to return back to Market Square via any one of the streets off South St.

Does the City of Portsmouth have any requirements we need to be aware of regarding our plans? Any additional guidance you could provide would be greatly appreciated. You may contact me at your earliest convenience via email at [mleach991@gmail.com](mailto:mleach991@gmail.com), via telephone at 603-548-7035, or at the address above. I look forward to hearing from you soon.

Best Regards,

Marcia Leach





12 September 2023

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

Dear City Council,

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

I am writing this letter to ask the City Council consider approval of our 15<sup>th</sup> Annual race which will take place on Thanksgiving November 23<sup>rd</sup>, 2022. Registration for the race begins at 7am and the race will commence at 8:30 AM on Peirce Island, and Finish at Strawberry Banke.

Thank you for your consideration as well as the support you have provided for this event over the last 14 years.

Kind Regards,

Matt Junkin  
**Past President, Seacoast Rotary**  
[mrjunkin@gmail.com](mailto:mrjunkin@gmail.com)  
**603-591-0083**





September 11, 2023

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

Dear Mayor McEachern and Council:

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

- **First Night Portsmouth 2024**, Sunday, December 31, 2023.  
Activities TBD, but may include:  
Ice Sculpture – Market Square/North Church  
Fireworks – South Mill Pond – Time TBD (Parrott Avenue plus various lot closures for fire safety zone)  
Street closures – Church Street @ Congress Street – 1pm to midnight (assembly of ice sculpture, heavy pedestrian traffic), Pleasant Street from Porter to the Square at 4pm (Dance: TBD)
- **Children's Day**, Sunday, May 5, 2024; Noon – 4pm.  
Street closure: 11am – 4:30pm – Pleasant Street: State Street to Market Square, no parking on Market Street – Bow Street to ISSCo. entrance (creates an extra pedestrian "lane.")
- **47<sup>th</sup> Annual Market Square Day Festival & 10K Road Race**,  
Saturday, June 8, 2024; 9am – 4pm  
Street closures – Downtown streets from 5am – 6pm.  
Race course – 9:00am start  
Roving closures along the course, with Marcy Street between Mechanic & Court  
Streets closed to traffic from 7:30am – 11am.
- **21<sup>st</sup> Annual Summer in the Street**, Saturday evenings 5:30pm – 8:30pm – June 29, July 6, 13, 20, 27.  
Street Closures: 4pm (set up) – 9:00pm (clean up) – Pleasant Street – Porter Street to Market Square

P.O. Box 967  
Portsmouth, NH 03802-0967  
[www.proportsmouth.org](http://www.proportsmouth.org)



**First Night Sponsorship:**

We respectfully request the City's financial support to defray the costs of the free elements of the event. The combined overall costs of outdoor activities (fireworks, ice sculpture) are projected to cost \$15,000 this year. Accordingly, we are requesting that, as was the case in prior years, the City joins us as a sponsor in support of the fireworks' display in the amount of \$3,000. We would acknowledge the City of Portsmouth as the official sponsor of the fireworks in all promotional materials.

Your consideration of this request is greatly appreciated, and your support will ensure that this event continues to draw thousands of visitors to the City, supporting our local performers, businesses and community as a whole.

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

Thank you in advance for your consideration.

Best regards,



Barbara Massar  
Executive Director

cc: Karen Conard, City Manager





September 12, 2023

Dear Mayor McEachern,

**Subject: Requests Related to the Fourth Annual Electric Vehicle Show**

[Portsmouth Climate Action](#) is requesting use of the Bridge Street Lot on Sunday, October 22, 2023, for Portsmouth's Fourth Annual Electric Vehicle Show. We are also requesting that the City waive any parking fees associated with this use. If you are unfamiliar with Portsmouth Climate Action, we are a committee of the nonprofit Seacoast Climate Action Now (SEACAN), which was formerly known as the Seacoast Area Renewable Energy Initiative (SEAREI).

Portsmouth's Annual Electric Vehicle Show was a big success in the Bridge Street Lot last year, and we are planning to make this event even better. The purpose of the event is to promote the benefits of electric vehicles, to include electric cars, trucks, motorcycles, scooters, and bicycles. The event will be free and open to the public from 10:00 AM to 1:00 PM, with all participants setting-up at 9:30 and everything being broken down by 1:30 PM. We would ask that an electronic sign again be used to notify vehicles drivers in advance that the Bridge Street Lot will be closed.

The Fourth Annual Electric Vehicle Show is intended to be the Portsmouth 400<sup>th</sup> event that has been scheduled on the calendar for this date. We are expecting up to 150 participants. Please let me know if you have any questions. I look forward to working together to make this great community-driven event another success. I can be reached at [effie.malley@gmail.com](mailto:effie.malley@gmail.com) or (603) 205-5395.

With many thanks for your consideration,

Effie Malley  
Portsmouth Climate Action

CC: Karen Conard, Portsmouth City Manager



CITY COUNCIL E-MAILS

Received: September 5, 2023 (after 5:00 p.m.) – September 14, 2023 (before 9:00 a.m.)

September 18, 2023 Council Meeting

**Submitted on Thu, 09/07/2023 - 22:12**

**Full Name**

Matthew Glenn

**Email**

[matt.glenn@seacoastbikes.org](mailto:matt.glenn@seacoastbikes.org)

**Subject**

Invitation to Portsmouth Bike Rodeo on September 17th

**Address**

34 Harrison

**Message**

Dear Mayor and Councilors,

Seacoast Area Bicycle Riders is pleased to be teaming up once again with the city Recreation Department to offer a free kids Bike Rodeo outside Dondero Elementary on Sunday September 17th. The event will go from 11am to 1pm and is open to the whole community. The focus is on teaching elementary age children bike safety, with helmet fittings, bike safety checks, a painted skills course, and short neighborhood rides. It's sure to be a festive day— we hope you can stop by.

Regards,

Matt Glenn

Seacoast Area Bicycle Riders

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

---





September 7, 2023

Portsmouth Mayor McEachern and City Council  
1 Junkins Ave.  
Portsmouth, NH 03801

Mayor McEachern and City Council,

The Music Hall is partnering even more with the New Hampshire Film Festival (NHFF) to help plan this year's 21st annual festival, taking place October 12-15, 2023, in various downtown Portsmouth locations. The request enclosed in this letter was just recently confirmed and was not able to be included in my initial letter to you, dated August 23, 2023, regarding a separate request to close Chestnut St. for NHFF 2023 and Telluride by the Sea Film Festival.

This letter is to notify the City of Portsmouth that Cathartes, the owner of Portwalk Place, has granted The Music Hall and NHFF permission to partially close down their private street, starting at the entrance of Portwalk Garage entrance at the crosswalk, to the southern half of Portwalk Place adjacent to Hanover St.

On Portwalk Place, we are scheduled to present a 2-hour Hospitality Party as part of the New Hampshire Film Festival (NHFF) weekend of events to take place on Saturday, October 14, 2023. Attendees of the hospitality party will include approximately 200 NHFF VIP pass holders, including corporate sponsors, filmmakers, and other film industry professionals. Partnering with Portwalk Place and Cathartes for planning purposes allows both organizations to work collaboratively to ensure a safe and successful event.

The date and schedule for this event is as follows:

Sat. October 14, 2023

9:00 AM: Event set up at Portwalk Place

12:00 PM: NHFF Hospitality Party begins

2:00 PM: NHFF Hospitality Party ends

3:30 PM: Portwalk Place opens again to the public and general vehicular traffic

We request from the City the approval to not only close this portion of Portwalk Place, but to also allow alcoholic beverages (wine, beer, and spirits) to be served inside the event's enclosure and to be sold under The Music Hall's liquor license as a single-day festival license, respectively.



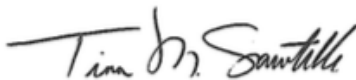
Beverage service would be served only by The Music Hall's professional, Servsafe, and T.E.A.M. certified staff. Those looking to purchase beverages will have their IDs checked, and all insurance requirements will be met in accordance with the City of Portsmouth requirements. The ability to serve alcoholic beverages at these events will help offset the costs of producing this event.

We plan to enclose Portwalk Place with stanchions to create a space where attendees could enjoy light catering provided by local restaurants and as well as provide live music from a locally-based DJ. This enclosed space of the street will also be set up so that in the event of an emergency, emergency vehicles will be able to access businesses and residences on Portwalk Place with ease. Additionally, if a police detail is recommended, we are happy to schedule an officer throughout the duration of this event.

As you are aware, The Music Hall has had great success with our *Live Under the Arch* series as well as with past collaborations for outdoor programming with the City of Portsmouth. We are extremely confident in our ability to safely and successfully execute an event of this size and capacity. Events such as these will have a great economic impact, not only for the New Hampshire Film Festival and The Music Hall, but also for their corporate sponsors and local restaurants to further help stimulate downtown's economic engine.

We are so grateful to the City of Portsmouth officials and staff, council people, and citizens for their continued support of our institution.

Sincerely,

A handwritten signature in black ink that reads "Tina M. Sawtelle". The signature is fluid and cursive, with the first name "Tina" and last name "Sawtelle" clearly legible, and a middle initial "M." in between.

Tina Sawtelle  
*Executive Director, The Music Hall*  
28 Chestnut St.  
Portsmouth, NH 03801  
tsawtelle@themusichall.org



Riah & Chris Zaremba  
1223 Islington Street  
Portsmouth, NH 03801

September 4, 2023

Mayor Deaglan McEachern  
Assistant Mayor JoAnna Kelly  
City Manager Karen Conrad  
✓ City Councilor Ward 3 John Tabor  
Director of Planning and Sustainability Peter Britz

My name is Riah Zaremba. My husband and I have been homeowners of 1223 Islington Street since June 2017, moving in prior to the start of the Islington Street project. We, along with 8 other houses, are on the small portion, and only portion, of Islington Street that the city left out of the Islington Street project.

When the sidewalk on the other side of the street was being worked on, I was eager for our side to be completed, and I called to get an update on when ours would start. I was told that the city asked the homeowners on my side of the street if they would like the sidewalk ripped up, or kept with no plans to maintain it, and the final vote was to leave the sidewalk with no city maintenance. My husband and I were never notified, so I began speaking to neighbors, and no one remembers receiving any notification or putting a vote in on this. This means we all have an old asphalt sidewalk in front of our homes that has been left by the city with no plans to redo, or even maintain.

This small portion of sidewalk is a hazard with the condition it is in, and it is getting worse. It is narrow due to telephone poles that are only on our side of the street. It also has multiple potholes and cracks, as well as raised and uneven areas. I reached out in April regarding a deep pothole in front of my home where on three separate occasions, children fell off their bikes, almost into the road. The hole was then quickly, and poorly filled the same day. When I asked if the sidewalk could be redone, I received a "firm no" response from the city's project coordinator. Given the extent and cost of the entire Islington Street project, it seems absurd that the city wouldn't take on this small expense. With the sidewalk as it is, it is not only a safety hazard, but it is unsightly – especially compared to the rest of the Islington Street Project which has been so well thought out. This area in front of 9 homes is the only "sore thumb" on all of Islington Street. In addition, the city has approved a skate park, and many residents will start to use Islington Street to get to it, and with that will come much more street traffic with kids, making our sidewalk even more unsafe if left as is. There are also no crosswalks bringing pedestrians from one side of the street's sidewalk to the other. Currently the sidewalk has no crosswalk at Barbary Lane, to allow people to cross to walk over the bridge, and the asphalt sidewalk ends at the top of a hill as you head to the ballfield, with no crosswalk. This lack of crosswalks is extremely dangerous. This is not a quiet side road, our portion of Islington Street is a busy, fast street with a lot of foot traffic.



Myself, my husband, and the neighborhood have two opinions on what could or should be done.

1. The sidewalk is repaired and maintained, with the safety of pedestrians on a busy street taken into consideration.
2. Rip up the old sidewalk to the curb, re-grade and loam, and lay seed down to redirect pedestrians to the side of the street with the appropriate sidewalk.



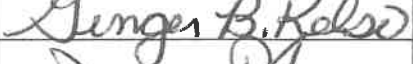

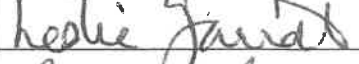
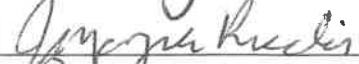

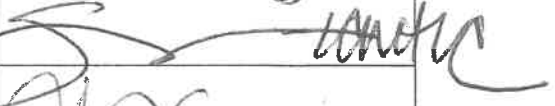

We would like to be able to discuss this issue and potential options with the appropriate City employees, City Manager, and City Councilors.

Thank you,

  
Riah Forbes Zaremba & Chris Zaremba

1223 Islington

I agree with the attached petition and the request made by Riah and Chris Zaremba to the City of Portsmouth.

Resident Name	Resident Address	Signature
Ev Hartzel	1231 Islington	
Nancy E. Yarmac	1205-1207 Islington St	
Ginger Kelso	1273 Islington	
Damien Bolger	1273 Islington	
Leslie Garrett	1299 Islington St.	
Jenaya Paradis	1191 Islington St	
Ryan Costa	1191 Islington St	
Sarah Revels	1251 Islington St.	
Chelsea Chapin	1281 Islington St	
(VACANT)	1239 Islington St	







Nancy E Yarmac  
1207 Islington Street  
Portsmouth, NH 03801

September 4, 2023

Mayor Deaglan McEachern  
Assistant Mayor JoAnna Kelly  
City Manager Karen Conrad  
City Councilor Ward 3 John Tabor  
Director of Planning and Sustainability Peter Britz

Riah Zaremba is my next door neighbor. She has written an important letter to the City about the deplorable condition of the sidewalk in front of 9 homes on Islington St.

I support her totally. I do not remember ever being asked about the sidewalk in front of my house, which I have owned for over 30 years.

In talking to those who signed her letter, it was apparent that most would prefer that the sidewalk be replaced with a new one. All want crosswalks at Essex St, where the school bus stops, and Barbary Lane. There are small kids on Barbary Lane and Islington who have to cross to the bus stop with no cross walks. It would be best put new sidewalks in front of the 9 homes that have it, and add the Essex St crosswalk for the school bus. Middle Rd has a crosswalk with a button to push for a flashing light to come on – that is what is needed at Essex.

The Barbary Lane cross walk is for those who walk to town and have to cross Islington to get to the rt.1 By Pass bridge sidewalk.

An additional note – one home amongst the nine fronted by deplorable asphalt has a disabled child who is confined to a wheelchair. The mom has to park her van parallel to the street to access the ramp at the front door. I believe it would best to continue to have sidewalk in front of her home.

I was prompted to write this individual letter as Riah's had signatures already. As I got signatures, people told me their concerns for safety due to the poor condition of the existing sidewalk, and the need for kids to be able to cross safely. I wanted to convey their comments to you.

Sincerely,



Nancy E Yarmac

505-639-2929  
nyarmac@outlook.com



Fiscal Year	FY24	FY23	FY22	FY21	FY20	FY19	FY18	FY17	FY16	FY15	FY14
Gross budget*	\$ 138,173,375	\$ 132,424,911	\$ 126,425,033	\$ 119,115,838	\$ 118,638,630	\$ 114,295,207	\$ 110,744,920	\$ 107,462,843	\$ 101,696,202	\$ 98,615,158	\$ 93,085,137
Tax Levy	\$ 104,974,257	\$ 98,320,928	\$ 95,439,444	\$ 91,213,483	\$ 90,144,978	\$ 86,017,363	\$ 83,005,909	\$ 80,485,995	\$ 78,131,890	\$ 74,266,738	\$ 72,234,239
Tax rate	\$ 16.13	\$ 15.20	\$ 15.03	\$ 14.70	\$ 14.86	\$ 15.84	\$ 15.38	\$ 17.04	\$ 16.79	\$ 18.10	\$ 17.91

Gross budget	4.34%	4.75%	6.14%	0.40%	3.80%	3.21%	3.05%	5.67%	3.12%	5.94%
Tax Levy	6.77%	3.02%	4.63%	1.19%	4.80%	3.63%	3.13%	3.01%	5.20%	2.81%
Tax rate	6.12%	1.13%	2.24%	-1.08%	-6.19%	2.99%	-9.74%	1.49%	-7.24%	1.06%
Increase in tax levy by terms	4.54%		3.27%		3.50%		4.36%		4.53%	

\*Final Authorized budgets plus council-approved supplemental appropriations by year  
From Fund Summary page of final authorized budgets plus supplemental appropriations  
General Fund only

Supplemental appropriations history:

FY24 includes \$890,000 supplemental, police and fire CBAs

FY23 includes \$150,000 McIntyre design fees, \$500,000 DSA settlement

FY22 includes \$2,200,000 skatepark, \$400,000 McIntyre design, \$500,000 McIntyre legal, \$116,000 Community Campus Operations

FY21 includes \$150,000 for McIntyre Design

FY19 includes \$1,286,114 municipal complex

FY18 Includes \$1,296,148 for purchase of land for Community Campus ballfields, \$27,166 for Collective Bargaining

FY17 includes \$1,850,000 for purchase of land for ballfields \$1,850,000, \$400,000 for Banfield Road purchase, and \$265,000 for Collective Bargaining.

FY16 includes \$650,000 Middle School upgrades.

FY15 includes \$1,417,897 municipal complex upgrades and \$555,500 for Collective Bargaining.

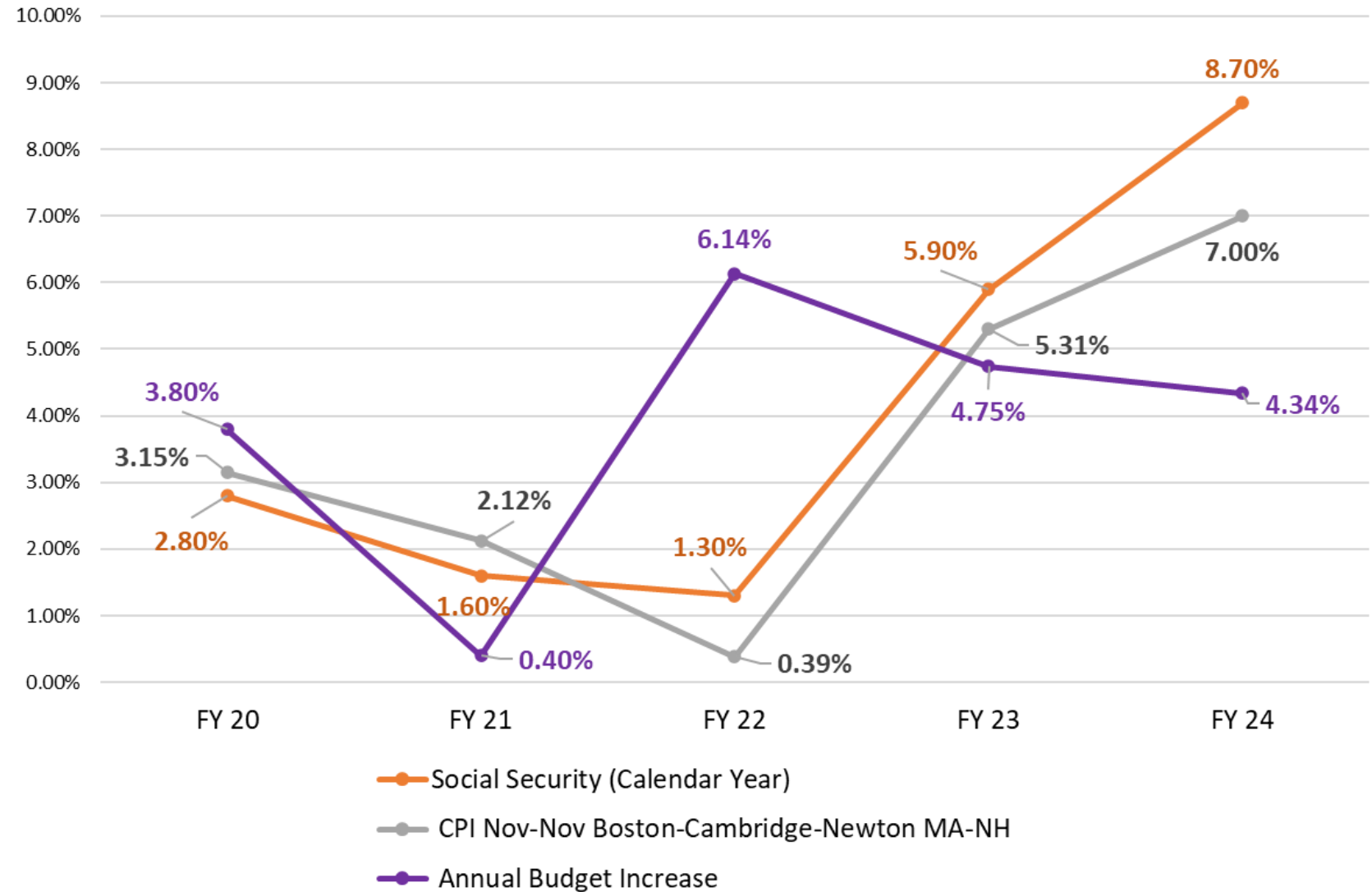
FY14 includes \$150,000 Planning tools and \$97,000 Fire Department Operations.



**Social Security  
5-Year Average  
4.06%**

**NOV-NOV CPI  
5-Year Average  
3.59%**

**Annual Budget  
Increase  
3.89% per year**





## ORDINANCE #

### THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IX – CONFLICT OF INTEREST/MANDATORY FINANCIAL DISCLOSURE, Section 1.902, ELECTION CANDIDATE FINANCIAL DISCLOSURE, 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 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE** (Adopted Section 1.902 in its Entirety 6/4/2007; amended 07/10/2017; amended 04/16/2018 pursuant to referendum vote of the City of Portsmouth on November 7, 2017)

- A. Required Disclosure: Each candidate for City Council, School Board, Police or Fire Commissions, and every Political Action Committee shall report contributions and election related expenditures.
  - 1. Political Action Committee: The term “Political Action Committee” (PAC) is any person or group of people raising and spending money to elect or defeat candidates for City Council, School Board, Police and Fire Commissions or pass or defeat Charter Amendments, Ballot Questions or Referenda.
- B. The report of expenditures shall specify the cumulative total, need not be itemized, and shall be required only if the candidate’s or Political Action Committee’s expenditures since the last municipal election equal or exceed a cumulative total of \$100.00.
- C. The report of monetary contributions to the candidate or Political Action Committee shall identify each contribution of \$100.00 or more since the last municipal election by name, address, amount and date of contribution(s). **All such contributions in excess of \$100.00 shall be reported, whether the contribution is made in money, materials, or services. Contributions from sources unknown to the candidate shall be reported as such.**
- D. The reports must be filed, or updated as appropriate, with the Office of the City Clerk seven (7) days prior to any election at which the candidate, slate of candidates or Charter Amendment, Ballot Question or Referendum appears.
- E. Any contribution received within the seven (7) days prior to the election must be submitted in a final report to the Office of the City Clerk no later than two (2) weeks following the election.
- F. Violations: For violation and enforcement purposes, complaints alleging violation of the mandatory disclosure ordinance shall be administered in accordance with



the process and penalties available under the Municipal Code of Ethics, Reference Chapter 1, Article VIII. **In addition to any penalties available under the Code of Ethics, any violations of the mandatory disclosure ordinance may be reported by the Board of Ethics to the Office of the New Hampshire Attorney General.**

- G. The City Clerk shall prepare forms which shall be utilized by all persons and Political Action Committees subject to these disclosures.
- H. Public Records: All election financial disclosures shall be public records; **and shall be published on the City website.**

**Form used by the State to implement RSA 15-A**

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



**Certificate of Authority by Vote**

I, \_\_\_\_\_, hereby certify that I am duly elected Clerk/Secretary of  
(Name)  
\_\_\_\_\_. I hereby certify the following is a true copy of a vote taken at  
(Name of Municipality)  
a meeting of the Board of Directors, duly called and held on \_\_\_\_\_, 20\_\_,  
at which a quorum of the Directors were present and voting.

**VOTED:** That \_\_\_\_\_ (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

\_\_\_\_\_ with the State of New Hampshire and any of  
(Name of Municipality)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to affect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. I further certify that it  
is understood that the State of New Hampshire will rely on this certificate as evidence that the  
person(s) listed above currently occupy the position(s) indicated and that they have full authority  
to bind the corporation. To the extent that there are any limits on the authority of any listed  
individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(Name & Title)



### **Certificate of Authority by Bylaws**

I, \_\_\_\_\_, hereby certify that I am duly elected Clerk/Secretary of  
(Name)  
\_\_\_\_\_. I hereby certify the following is a true copy of the  
(Name of Municipality)  
current Bylaws and that the Bylaws authorize the following person or position to bind the  
Municipality for contractual obligations \_\_\_\_\_.  
(list title or position)

I further certify that the following individuals currently hold the office or positions  
authorized: \_\_\_\_\_.  
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence that the person listed above currently occupies the position indicated  
and that they have full authority to bind the corporation.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(Name & Title)



## GRANT AGREEMENT

The State of New Hampshire and the Grantee  
hereby Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3. Grantee Name</b> City of Portsmouth		<b>1.4. Grantee Address</b> 680 Peverly Hill Road Portsmouth, NH 03801	
<b>1.5 Grantee Phone #</b> 603-766-1496	<b>1.6. Account Number</b> 03-44-44-440010-5923- 073-500580	<b>1.7. Completion Date</b> June 30, 2024	<b>1.8. Grant Limitation</b> \$4,265
<b>1.9. Grant Officer for State Agency</b> Dean F. Robinson II		<b>1.10. State Agency Telephone Number</b> 603-271-2047	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: Assistant Attorney General, On: / /			
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By: On: / /			

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



3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
    - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
    - 11.2.3 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 13.



- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.



**EXHIBIT A**  
**Special Terms and Conditions**

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.



**EXHIBIT B**  
**Scope of Services**

1. The Grantee shall conduct the collection portion of its Project for **Portsmouth, Greenland, and Newington** in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (the contractor). For purposes of this agreement, the contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the contractor hires for participating in the Project.
2. The Grantee shall spend its grant monies solely for the purpose of paying the Project's contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Hw 1003.07.
3. The Grantee shall enter into a contract with a contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
  - a. That the contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Hw 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent;
  - b. That the contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator;
  - c. That the contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
  - d. That the contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the Department. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract;
  - e. That the contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Hw 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
  - f. That the contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.

**EXHIBIT B continued**



- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Hw 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
  - h. That the contractor shall adhere to a work plan and a site safety plan, such plans may be reviewed by the Department.
  - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Hw 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.6 of the contract. Failure to do so may result in termination of this agreement.
7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.



**EXHIBIT C**  
**Price and Payments**

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement or the enforcement of all applicable state or federal laws.
2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed **\$4,265**. This amount is based on a rate of **\$0.15875 cents per capita** and on a population base of **26,860** to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. All invoices must be submitted no more than 45 days past the completion date of the contract. Invoices greater than 180 days past the completion date will not be accepted or paid. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.



**PORTSMOUTH POLICE COMMISSION**

**MEMORANDUM**

DATE: SEPTEMBER 12, 2023  
TO: KAREN CONARD, CITY MANAGER  
FROM: STEFANY SHAHEEN, PORTSMOUTH POLICE COMMISSION CHAIR  
MARK D. NEWPORT, CHIEF OF POLICE  
RE: GRANT

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At the September 12<sup>th</sup>, 2023 Special Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant:

- a. An Office of Highway Safety grant in the amount of \$31,300 from the NH Department of Safety for multiple highway safety initiatives, including but not limited to the U Drive, U Text, U Pay campaign.**

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their September 18<sup>th</sup>, 2023 meeting. We respectfully request this item be placed on the City Council meeting agenda for the September 18<sup>th</sup>, 2023 regular City Council meeting.

Respectfully submitted,



Jacqueline D. Burnett  
Office of the Chief

copies: Board of Police Commissioners  
Business Asst. Patti Smallwood  
Business Ops. Mgr. Karen Senecal