

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, JULY 11, 2022 TIME: 7:00PM

*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\\_3kHir0lzQyWmvfG3eXVIQA](https://us06web.zoom.us/webinar/register/WN_3kHir0lzQyWmvfG3eXVIQA)

## AGENDA

- I. **WORK SESSION – THERE IS NO WORK SESSION THIS EVENING**
- II. **PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – N/A**
- III. **CALL TO ORDER [7:00 p.m. or thereafter]**
- IV. **ROLL CALL**
- V. **INVOCATION**
- VI. **PLEDGE OF ALLEGIANCE**
- VII. **ACCEPTANCE OF MINUTES – MAY 16, 2022**
- VIII. **RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**
  1. Portsmouth High School Career Technical Education Center (CTE) – 45<sup>th</sup> Annual SkillsUSA NH Leadership and Skills Competition & Nationals Competition
  2. Keller Williams Volunteers for their work with the Recreation Department
  3. Presentation of the Sustainability Committee’s Climate Action Plan Subcommittee
- IX. **PUBLIC COMMENT SESSION (*This session shall not exceed 45 minutes*) – (*participation may be in person or via Zoom*)**
- X. **PUBLIC HEARINGS AND VOTE ON ORDINANCE AND/OR RESOLUTION**

### **Public Hearing/Second Reading of Ordinances:**

- A. Public Hearing/Second reading of Ordinance amending Chapter 1, Article IV, Section 1.413: Trees and Public Greenery Committee (***Sample motion – move to pass second reading and hold third and final reading at the August 1, 2022 City Council meeting***)
- B. Public Hearing/Second reading of Ordinance amending Chapter 1, Article VIII – Code of Ethics (***Sample motion – move to pass second reading and hold third and final reading at the August 1, 2022 City Council meeting***)

## **Public Hearing/Adoption of Resolutions:**

- C. Public Hearing/Adoption of Resolution Authorizing a Bond Issue and/or Notes of the City under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00) related to Well Station Improvements, Water Storage Tanks Painting, and Bartlett Street Improvements (***Sample motion – move to adopt the Resolution as presented***)
- D. Public Hearing/Adoption of Resolution Authorizing a Bond Issue and/or Notes of up to Three Million One Hundred Thousand Dollars (\$3,100,000.00) for costs related to School Facilities Improvements and Elementary School Upgrades (***Sample motion – move to adopt the Resolution as presented***)
- E. Public Hearing/Adoption of Resolution Authorizing a Bond Issue and/or Notes of the City under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Seven Million Three Hundred Fifty Thousand Dollars (\$7,350,000.00) for costs related to Annual Sewer Line Replacements, Pease Wastewater Treatment Facility, Wastewater Pumping Station Improvements, Sewer Main for Sagamore Avenue Area Sewer Extension, Bartlett Street Upgrades and Fleet Street Utilities Upgrades (***Sample motion – move to adopt the Resolution as presented***)
- F. Public Hearing/Adoption of Resolution Authorizing a Bond Issue and/or Notes of up to Nine Million Five Hundred Five Thousand Dollars (\$9,505,000.00) for costs related to Police Facility Deficiencies Improvements, Outdoor Pool Aquatics Upgrade and Pool House, Citywide Fuel Station Upgrades, Greenland Road Recreation Facility (Skateboard Park), Citywide Facilities, Aerial Utilities Undergrounding and Bartlett Street Improvements (***Sample motion – move to adopt the Resolution as presented***)

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

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

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

- 1. Approval of Agreement for Association of Portsmouth Teachers
- 2. Temporary Construction License for Ten State Street, Unit D
- 3. Request for Restoration of Involuntarily Merged Lots – 880 Woodbury Avenue
- 4. Revocable License for 50 Coakley Road
- 5. Right to Know Request of Christopher White

## XII. CONSENT AGENDA

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

- A. Request from SOL, LLC, River Wharf, LLC d/b/a SOL, LLC to install a Projecting Sign at 111 State Street ***(Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

**Planning Director's Stipulations**

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

- B. Request from Patrick Lavoie, Port City Barbers to install a Projecting Sign at 295 Maplewood Avenue ***(Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

**Planning Director's Stipulations**

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

- C. Request from Bob Richard, Circle Furniture to install a Projecting Sign at 40 Bridge Street ***(Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

**Planning Director's Stipulations**

- ***The license shall be approved by the Legal Department as to content and form;***
- ***Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and***

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

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

- A. Presentation regarding Statistical Revaluation – Rosann Maurice-Lentz, City Assessor
- B. \*Presentation regarding Prescott Park Master Plan Implementation
- C. Email Correspondence (***Sample motion – move to accept and place on file***)
- D. Letter from We Speak, Portsmouth High School, requesting the City Council permanently approve Indigenous Peoples’ Day (not alongside “Columbus Day”) and support public recognitions and acknowledgments in honor of Indigenous Peoples’ lands in Portsmouth
- E. Letter from Oksana Karcha requesting permission to set up pop-up tent in Market Square in front of North Church to vend as part of the Peace Vigils for Ukraine on the following Sunday’s – July 17<sup>th</sup> or July 31<sup>st</sup>, August 14<sup>th</sup> or August 28<sup>th</sup> and September 11<sup>th</sup> or September 25<sup>th</sup>

### **XIV. MAYOR McEACHERN**

1. Appointment of Nancy Brown to the COVID Response Task Force Blue Ribbon Committee
2. Appointment to be Considered:
  - Johanna Landis as an Alternate to the Historic District Commission

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

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

1. Community Power: Authorize Portsmouth Energy Aggregation Committee to draft Power plan to implement in 2023 (***Sample motion – move that the City Council authorize the Portsmouth Energy Advisory Committee to create an Energy Aggregation Plan per RSA 53-E, including two public hearings, for review and vote of the council***)
2. Community Power: CPCNH Joint Power Agreement changes to allow bylaw amendments to be voted by the full membership at times other than just the Annual Meeting (***Sample motion – move that the City Council approves the amendment to Article XVI, Section 2 of the Joint Powers Agreement of the Community Power Coalition of New Hampshire as presented in the Council Packet dated July 11, 2022***)

## **B. COUNCILOR DENTON**

1. \*Request to hold Portsmouth's 3<sup>rd</sup> Annual Electric Vehicle Show one day over the last weekend in September or First weekend in October

## **C. COUNCILOR MOREAU**

1. Public Involvement Summary Report – Accessory Dwelling Units
2. \**Indigenous NH Collaborative Collective* (<https://indigenousoh.com/>)  
Wants to use grant funding they have received to have a NHDOT historical highway marker about the 1713 Treaty of Portsmouth placed in Portsmouth. To do this they need a resolution of this council in order to request that the NHDOT allow the marker.  
*Significance of event to local, state, or national history*  
The meeting where the Treaty of 1713 was signed by English representatives and members of the Wabanaki confederacy in Portsmouth, NH, on July 11-14, 1713 was important for the First Nations diplomacy employed, the acknowledgement of a New Hampshire governing Council separate from Massachusetts and for the impact it had on opening the Portsmouth door to development as the commercial and military hub on the frontier. The Wabanaki sought respect and recognition of their Tribal sovereignty, equitable trading and limits to English settlement.  
*Proposed Marker Location*  
Portsmouth – the treaty negotiations took place on land that is now South Cemetery. The closest intersections are South Street and Richards Avenue, South Street and Miller Avenue (Rte. 1A) and Richards Avenue and Middle Street (Rte. 1).

***(Sample motion – move to approve the placement of a NH Historical Highway Marker regarding the 1713 Treaty of Portsmouth within City limits on an appropriate NHDOT road)***

## **D. COUNCILOR COOK**

1. Mid-Year Report from Governance Committee (powerpoint presentation)
2. \*Work Session on ARPA Funds Requests (***Sample motion – move to schedule a City Council Work Session on current requests from staff and city committees for ARPA funds allocation***)

## **E. COUNCILOR BLALOCK**

1. \*Athletic Turf Field – Manufacturer's Representations (***Sample motion – move to authorize a letter to be sent on behalf of the City Council to the manufacturer of the artificial turf field components regarding statements made during the procurement process***)

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

- A. \*Acceptance of Donation for the Skate Board Park Lights from Pioneers Board Shop - \$500.00 (***Sample motion – move to approve and accept the donation as presented***)

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

1. \*Use of ARPA Funds

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

1. Neighborhood Outreach Forum – Ward 5 Meeting Minutes (*Informational Only*)

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

*\*Indicates verbal report*

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

## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: MONDAY, MAY 16, 2022

PORTSMOUTH, NH  
TIME: 7:00PM

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

Mayor McEachern called the meeting to order at 7:00 p.m. He addressed the matter of civil discourse that took place at the last meeting. He said many people have reached out to him regarding the participation and the tone of it. Mayor McEachern took a moment to apologize to City Manager Conard where specific speakers called her out and he believes that as a City Councilor, you sign up for everything you receive. He said you place your name on a ballot and people are going to disagree at times but there is a different standard for staff. He stated staff carries out the policies that the Council makes and direct. He indicated if there is a problem with staff that really comes down to the Council. Mayor McEachern said he would love everyone to be civil all the time as we are a City of great people and the City Council represents that City up on the dais. He stated it is his hope as we discuss contentious items that we treat others how we would want to be treated. He said he wants to be a better Mayor and a great representative of Portsmouth because the City deserves that. He said if he falls short, please let him know.

### **IV. ROLL CALL**

**PRESENT:** Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Denton, Moreau, Bagley, Lombardi, Blalock (7:10 p.m.) and Cook

### **V. INVOCATION**

Mayor McEachern asked for a moment of silent prayer in memory of Bill Elwell who recently passed away.

### **VI. PLEDGE OF ALLEGINANCE**

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

### **PROCLAMATION:**

1. NATIONAL PUBLIC WORKS WEEK

Mayor McEachern read the Proclamation and declared May 15<sup>th</sup> – May 21<sup>st</sup> as National Public Works Week.

### **VII. ACCEPTANCE OF MINUTES**

*(There are no minutes on for acceptance this evening)*

## VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

### 1. Rochelle Jones, Police Detective

Mayor McEachern presented Detective Jones with a City of Portsmouth coin in recognition of her professionalism and leadership in providing assistance recently to a man in crisis on the Piscataqua River Bridge. Detective Jones accepted the recognition with thanks and appreciation.

## IX. PUBLIC COMMENT SESSION

Roy Helse asked why the date for the Audit Committee meeting keeps changing and why the auditor was not accepted.

Rich Duddy announced that a Skateboard Fundraiser would be held on June 9<sup>th</sup> from 6:00 p.m. – 10:00 p.m. and showed samples of skateboard decks that will be available to bid on.

Gerald Duffy said he loves the new tone that has been set in the Chambers by Mayor McEachern and the City Council. He said it is a welcoming atmosphere for all people. He said the Mayor sets a higher bar for civility and he supports that.

Randy Wright spoke to the Pilot Parking Program and how it has affected the neighborhood. He said he supports the program and would like to see it become permanent.

Sue Polidura spoke to the effects of the economy on the residents. She said all increases need to be considered before any are put in place. She said businesses are looking at a reduction in force but the City is recommending increasing the number of employees with 27 new positions.

Esther Kennedy said she started her career in fighting the wastewater treatment plant. She said she sued the City because her group did not feel it was being built correctly. She spoke to what she referred to as recent combined sewer overflow events that have occurred.

Susan Paige Trace read a letter regarding the City Hall receptionist position being eliminated from the budget. She spoke to the two ladies currently in the positions and how helpful they are and her concerns with no longer having a person to greet and direct people to where they need to go in City Hall.

Jonathan Sandberg said it is time for the city to get serious regarding the use of bicycles for transportation. He spoke regarding the use of bicycles and how that reduces fossil fuels. He also addressed the need for safety surrounding bicycles and the narrowing of travel lanes.

Liza Hewitt said she clapped during the Public Comment Session at the last City Council meeting because she does not feel that her views are being represented by this Council. She spoke to the voting block that is occurring with the Council, which did not happen with the previous Council. Ms. Hewitt stated that residents should be able to express their views.



Arthur Clough said the Council is to uphold the constitution and represent all residents. He said the City Council should be questioning the expenditures and expenses within the city.

Bill Downey said he appreciates that Mayor McEachern is willing to make improvements where needed. He said when people are speaking they shouldn't be interrupted. He stated he would like to see freedom of speech being allowed in the Chambers and some expressions by the people.

Mayor McEachern said when we are in a thorny issue there should not be clapping. He said he wants to hear from everyone, people that are in favor of an item or in disagreement of an issue.

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

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

1. Bicycle Pedestrian Path Easement for Property Located at 3548 Lafayette Road

City Manager Conard spoke to the request for a bike pedestrian easement and an access easement for water. She said this will extend a bike pedestrian path for future developments.

**Councilor Moreau moved to authorize the City Manager to accept a Bicycle Pedestrian Easement and a Water Service Access Easement for Monarch Village, LLC in substantially similar form to the attached easements in the City Manager's Comments dated May 12, 2022. Seconded by Councilor Tabor.**

Councilor Bagley thanked the Planning Board and staff for thinking of things like this when developments come forward.

**Motion passed.**

## **XII. CONSENT AGENDA**

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

- A. Request from Eli Sokorelis, State Street Saloon to install a Projecting Sign at 43 Pleasant Street (***Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

### **Planning Director's Stipulations**

- ***The license shall be approved by the Legal Department as to content and form;***
- ***Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and***

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

B. Request from Samuel Habib, Exotic Vibes to install a Projecting Sign at 226 State Street (**Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request**)

**Planning Director's Stipulations**

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

C. Letter from Todd Germain, Fire Chief, requesting permission to hold the Trans NH Bike Ride-Cycling for Muscular Dystrophy on June 24<sup>th</sup> – June 26<sup>th</sup>, 2022 (**Anticipated action – move to refer to the City Manager with Authority to Act**)

D. Request from Carol Clark, requesting permission to hold the Port City Pickleball Classic on September 30<sup>th</sup> – October 2, 2022 at the South Mill Pond Pickleball Courts (**Anticipated action – move to refer to the City Manager with Authority to Act**)

E. Request from Phil von Hemert, Tall Ships, requesting permission to hold the Tall Ships Event on August 11<sup>th</sup> – August 16, 2022 (**Anticipated action – move to refer to the City Manager with Authority to Act**)

F. Request from Music Hall Requesting street closure of Chestnut Street for TEDxPortsmouth on May 20, 2022 (**Anticipated action – move to refer to the City Manager with Authority to Act**)

G. Letter from Linda Conti, Seacoast Jazz Society, requesting permission to hold a street performance in three locations June 25 (12:30-2 pm), July 8 (5:30-7 pm), July 23 (12:30-2 pm), August 6 (12:30-2 pm), and August 20 (12:30-2 pm) (**Sample motion – move to refer to the City Manager with Authority to Act**)

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

- A. Email Correspondence

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

- B. Letter from Chris Rose, Portsmouth Middle School 8<sup>th</sup> Grade Science Teacher, regarding Impactful Energy Proposals

**Councilor Moreau moved to refer to the Sustainable Practices Blue Ribbon Committee for report back. Seconded by Councilor Bagley.**

The City Council expressed their support for these creative and important projects.

**Motion passed.**

- C. Letter from Michael Simchik regarding McIntyre

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

- D. Letter from Hannah Taylor requesting permission to hold Bootcamps in Prescott Park

**Assistant Mayor Kelley moved to refer to the City Manager with Authority to Act. Seconded by Councilor Moreau and voted.**

- E. Presentation regarding Middle Street Bike Lanes

Deborah Finnigan, PE, Senior Project Manager of WSP, provided a detailed presentation regarding the Middle Street Bike Lane Project. She addressed the goals of a modified bike lane acceptable to NHDOT and maintain Federal and State Funding. She spoke to the project background and actions taken by the City Council.

#### Actions Taken by City Council:

1. *Installation of Rectangular Rapid Flashing Beacons and a crosswalk for pedestrian crossings at the intersection of Middle Street at Aldrich Road*
2. *Designation of Lincoln Avenue as a bike boulevard*
3. *Approved moving parking spaces back to the curb and removing outbound bike lane between Cabot Street and Lincoln Avenue*

Ms. Finnigan spoke to the project post construction and WSP's project role. She reported on the door-to-door survey conducted of residents and business owners of Middle Street from Lincoln Street to Cabot Street. She advised the City Council that the survey was available on-line from March 10<sup>th</sup> to April 1<sup>st</sup> with a total of 290 responses. Ms. Finnigan reviewed the survey responses, positive and otherwise.

The City Council discussed bike sharrows, striped buffered bike lanes, and making Middle Street a better roadway for cars and pedestrians.

**Councilor Tabor moved to suspend the rules in order to bring forward Item XV. D.1. – Middle Street Bike Lanes. Seconded by Councilor Denton and voted.**

## **XV. CITY COUNCIL MEMBERS**

### **D. COUNCILOR BAGLEY**

#### **1. Middle Street Bike Lanes**

**Councilor Bagley moved to approve the recommendations with the Council and implement striped unprotected bike lanes as the preferred alternative. Seconded by Councilor Denton.**

Councilor Bagley said we need to slow down the traffic on the roadway.

Mayor McEachern spoke regarding the alignment of the roadway and asked if we would be able to have the unprotected bike lanes outside of the cars. Public Works Director Rice said the alignment is necessary to give the parking plus a bike lane so by sliding it back you would likely lose sections of the bike lane or lose sections of parking. He said it would also require grinding off another section of paint, which would then reflect because of the markings and the etching in the pavement. He said you could paint over it with black paint, which would make it a little confusing but suggested a comprehensive reworking of that roadway. He said the cross section of the roadway would be reworked so that the center crown of the roadway matches the center line and it make it safer.

Mayor McEachern said you and Ms. Finnigan would recommend using a bike lane to define the travel area. He further stated it is not your expectation that it will cause confusion so long as the cars are on the side of the road and the bike lane is not protected. Public Works Director Rice said it would be effected in terms of defining the roadway, the travel lane, and it would make it clear that it's a bicycle lane.

Assistant Mayor Kelley said when we say striped lanes is there a difference that we're outlining between regular striped bike lanes and buffered bike lanes with stripes in them. Public Works Director Rice said you would have an additional line with hash marks on it that give the feeling there's a separation between the roadway and the bike lane. He stated it is a better treatment for the bike lane and gives you the decent space that if a car door is coming open you would have the ability to swing over and not put yourself into the travel lane.

**Assistant Mayor Kelley made a friendly amendment to move to buffered bike lanes. Councilor Bagley and Councilor Denton accepted as a friendly amendment to the motion.**

**On a unanimous roll call 9-0, voted to approve report recommendations with the Council and implement striped buffered bike lanes as the preferred alternative.**

F. Presentation regarding Neighborhood Parking Program

Parking Director Fletcher provided history of the Islington Creek Neighborhood Parking Program for which a PILOT was created in 2019 to address parking concerns, however it did not achieve a 75% vote threshold. He said the neighborhood renewed its request in 2020 but consideration was delayed by COVID. He reported in 2021 the current version of the program was developed.

Current Version of the Program:

- *Boundaries set as Islington, Dover, Bridge and McDonough Streets*
- *3 permits + 1 guest permit per NPP household or business*
- *1 permit for Portsmouth residents outside of NPP Neighborhood*
- *2hr free parking permitted for non-participants*
- *Enforcement Hours 9:00 a.m. – 8:00 p.m. Monday through Sunday*

Parking Director Fletcher stated a total of 430 regular NPP passes have been issued through April 30<sup>th</sup> including 53 from outside the NPP Neighborhood. He said an additional 222 guest passes are in circulation, for a total of 650 passes. This equates to 259% of the total 251-space on-street inventory in the Islington Creek Neighborhood. He addressed the Downtown Employee Program that ramped up in the Spring and Summer of 2021, it is important to note that average occupancy rates in the months leading up to the Pilot Launch were not reduced as anticipated, nor have they increased with reduced participation in the DTE Program in the winter months. He spoke to the neighborhood gained inventory which was 2.11 spaces in August, 5.83 spaces in September, and 4.48 in October. He stated this equates to a 4.95% reduction in inventory usage, or 12.42 spaces gained prior to the start of the shoulder season. He provided an array of statistics and stated the target neighborhood did not see significant impact in terms of reduction in demand until the shoulder season began, more than 3 month's into the Pilot. He stated the immediate adjacent alternatives, including Bridge Lot, Foundry Garage, Masonic Lot and surrounding residential neighborhoods have not seen adverse impact in terms of increased demand throughout the life of the Pilot. Parking Director Fletcher informed the Council the costs associated with the Pilot through April 30<sup>th</sup> is \$91,650.00. He said the annual break even cost/pass at 85% of current participation would be \$207.00 and stated that generally the comments offered are not in favor of the program.

The City Council discussed various aspects of the presentation and whether different areas of streets or neighborhoods were reviewed or considered. Parking Director Fletcher reported that data was taken from the boundaries outlined earlier in his presentation and no other data exists.

Councilor Moreau said she lives in the neighborhood and supports the project moving forward. She stated there are some options to be explored. Parking Director Fletcher said they would address this in any way the City Council would like.

**Councilor Moreau moved to suspend the rules to bring forward Item XV. D.2. Sub-item 2 – Neighborhood Parking Program. Seconded by Councilor Blalock and voted.**

**Councilor Bagley moved to continue the Neighborhood Parking Program through Labor Day weekend as currently configured. Seconded by Councilor Denton.**

Councilor Bagley said with COVID and the Bridge Lot closures we do not have enough data at this time.

Councilor Tabor said people are feeling some relief but what is the cause of the relief and he supports gathering additional data through the summer.

Councilor Cook said she would like to know about cost and if we have it in the budget. Parking Director Fletcher said he thinks we have \$100,000.00 in the Contingency Fund for that.

Councilor Blalock said that is a concern of his as well. He said Councilor Moreau has a firsthand view by living in the neighborhood. He understand costs as well and we should consider that.

Councilor Bagley said he would like to survey the neighborhood after Labor Day and see how many participated in the program.

**Motion passed.**

#### **XIV. MAYOR McEACHERN**

##### **1. Demolition Committee**

Mayor McEachern read the memorandum as to where we are with this matter. He stated the Historic District Commission and the Planning Board never discussed the proposed revisions to the Demolition Ordinance, and the item expired at the end of the last City Council term.

**Mayor McEachern moved to refer to the Planning Board and Historic District Commission. Seconded by Councilor Moreau.**

Councilor Moreau reported on the Demolition Review Committee had two to three areas that they requested language changes and provided that to the Legal Department. She said changes were around making people who demolish a building without permission must go through the whole process again. She reported there were questions, whether or not to charge a penalty if you didn't follow procedures, and better definitions for what a partial demolition versus a full demolition. Further discussion centered on whether to have longer time frame for reviews.

Mayor McEachern rescinded his motion and Councilor Moreau the second to the motion.

**Councilor Moreau moved to refer to the Planning Board the requested changes that were outlined in the Demolition Committee meeting of February 10, 2021 and, further identify the enabling legislation in the RSA that allows for a Demolition Committee. Seconded by Councilor Blalock.**

Mayor McEachern said private property rights are preserved and valued and that will not change but perhaps incentives to preserve some of the historic character of some of these buildings would go a long way.

**Motion passed.**

2. Appointments to be Considered:
  - Appointment of Herb Lloyd to the Sustainable Practices Blue Ribbon Committee
  - Reappointment of Margot Doering to the Historic District Commission
  - Reappointment of Reagan Ruedig to the Historic District Commission
  - Reappointment of Jonathan Wyckoff to the Historic District Commission

The City Council considered the appointment and reappointments as outlined which will be voted upon at the June 6, 2022 City Council meeting.

Mayor McEachern passed the gavel to Assistant Mayor Kelley.

**XV. CITY COUNCIL MEMBERS**

**A. MAYOR McEACHERN, COUNCILOR TABOR AND COUNCILOR DENTON**

1. City Manager Evaluation Committee

**Mayor McEachern moved in accordance with the City Manager's Employment Agreement it is the intent of the City Council to negotiate a new agreement with the City Manager. Seconded by Councilor Tabor.**

Mayor McEachern said he would like to renegotiate a new agreement with the City Manager. He stated that the evaluation would become part of the agreement and looks forward to the discussion.

Councilor Bagley said the City Council is kind of a board of directors and the City Manager is the captain of the ship, and he thinks very highly of the City Manager and she is doing a terrific job.

**Motion passed.**

Assistant Mayor Kelley returned the gavel to Mayor McEachern.

**B. COUNCILOR TABOR AND COUNCILOR DENTON**

1. City Manager Contract

Councilor Tabor said that this matter was discussed with the Human Resource Director and he would like to move forward with the process.

**Councilor Tabor moved to authorize the city's labor attorney to negotiate the City Manager's upcoming employment contract, communicating with the City Council as needed, and subject to the Council's performance evaluation and approval. Seconded by Councilor Denton and voted.**

### **C. COUNCILOR TABOR**

1. Community Engagement

What are new and best ways to achieve our strategic goal to *“Invite and honor input from the community and encourage increased participation”* including public meetings with live polling, flash surveys, study circles, as well as traditional public hearings and citizen comment

**Councilor Tabor moved to receive a report back from staff on best practices and new technologies for citizen engagement and schedule a Council work session for discussion. Items to be considered: What are new and best ways to achieve our strategic goal to *“Invite and honor input from the community and encourage increased participation”* including public meetings with live polling, flash surveys, study circles, as well as traditional public hearings and citizen comment. Seconded by Assistant Mayor Kelley.**

Councilor Tabor said there are different ways for citizen involvement, a great example was in 2007 the building of a new Middle School. He spoke to the process which led to the renovation of the current Middle School. He said his motion explains public engagement and there are some really interesting things happening to include 500-600 people with results provided in 48 hours. He said we would work with staff on best practices and technique and make some progress in the next 10 to 16 months with non-traditional measures.

Councilor Lombardi said SWAG used that system for feedback in a smaller scale and it was a useful experience.

Councilor Cook thanked Councilor Tabor for introducing this to the City Council. She said she likes being able to gather additional data from feedback and initiatives.

Councilor Blalock said that this is looking outside the box and this is a better way to engage residents.

Mayor McEachern said he feels strongly that we need as much information as possible to make a decision.

**Motion passed.**

At 9:50 p.m., Mayor McEachern called for a brief recess. At 9:55 p.m., Mayor McEachern called the meeting back to order.



**D. COUNCILOR BAGLEY**

2. Parking and Traffic Safety Committee Action Items Needing Approval by City Council:
  1. **Request for renewal of valet parking license agreement on Hanover Street, by The 100 Club: Voted to** approve renewal of valet parking license agreement on Hanover Street for The 100 Club.
  3. **By approving the attached meeting minutes, the following temporary traffic regulations will be approved:**
    - **Summit Avenue: Voted to** approve lowering speed limit to 25 MPH.
    - **Raynes Avenue and Vaughan Street: Voted to** approve one-way flow on Vaughan Street and Raynes Avenue, in a counter-clockwise direction, entering from Maplewood Avenue at Vaughan Street and exiting onto Maplewood Avenue at Raynes Avenue.
    - **Middle Road: Voted to** approve lowering speed limit to 25 MPH from Peverly Hill Road to Middle Street, for six-month trial period.
    - **Parrott Avenue: Voted to** approve lowering speed limit to 25 MPH.
    - **Islington Street: Voted to** approve lowering speed limit from Spinney Road to Maplewood Avenue to 25 MPH. **Voted to** approve lowering speed limit from Spinney Road to Greenland Road to 25 MPH for six-month trial period.

**Assistant Mayor Kelley moved to approve items as outlined above. Seconded by Councilor Moreau and voted.**

3. Parking and Traffic Safety Committee Action Sheet and Minutes of May 5, 2022

**Assistant Mayor Kelley moved to accept and approve the action sheet and minutes of the May 5, 2022 Parking and Traffic Safety Committee. Seconded by Councilor Moreau and voted.**

4. Requesting a report back from the City on the Maple Haven and Pannaway Manor sidewalk projects

**Councilor Bagley moved to refer to the City Manager for report back on the Maple Haven and Pannaway Manor Sidewalk Projects. Seconded by Assistant Mayor Kelley.**

Councilor Bagley said we need to make sure everyone is on board with the final plans and have one more meeting of each neighborhood before moving forward.

Assistant Mayor Kelley said she would like to see the project split.

City Manager Conard said bids were sent out last week and we expect it to be on the second meeting in June. She said staff would hold one more neighborhood meeting for the project.

Councilor Bagley said we have some big plans for planting trees. City Manager Conard said we will be conducting a project to plant 400 trees next year for our 400<sup>th</sup> Celebration.

**Motion passed.**

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

### **2. PFAS Sampling at New Athletic Fields – Update on Results**

City Manager Conard said we will provide a more thorough comprehensive update in two to three weeks to share with the City Council at one of the June meetings.

### **3. Inspection Department Office Hours**

City Manager Conard announced that the Inspection Department has re-implemented standardized office hours beginning today. Hours are as follows:

- *Monday: 8:00 a.m. – 10:00 a.m. and 5:00 p.m. – 6:00 p.m.*
- *Tuesday through Friday: 8:00 a.m. – 10:00 a.m.*

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

Memorial Day Events were announced by Councilor Denton:

- Burial at Sea Ceremony at Prescott Park on Friday, May 27<sup>th</sup> at 10:30 a.m.
- Memorial Day Parade on Monday, May 30<sup>th</sup> at 1:00 p.m. starting off at the intersection of Junkins Avenue and Parrott Avenue through downtown then intersection of Middle Street, continue on Middle Street making a left onto Richards Avenue going up into the South Street Cemetery for the Ceremony beginning at 2:00 p.m.
- A cookout at Prescott Park will follow after the Memorial Day Parade and everyone is invited to attend.

Councilor Bagley thanked everyone for their thoughts and prayers during the recent passing of his father.

Councilor Lombardi announced that the State of the City will be presented tomorrow morning, Tuesday, May 17<sup>th</sup> with City Manager Conard presenting. The event is being held at Grill 28 at Pease.

**Councilor Tabor moved for a report back to the City Council regarding the Middle Street Repaving issue. Seconded by Assistant Mayor Kelley and voted.**

Mayor McEachern announced that the Family Dance scheduled on Friday, May 20<sup>th</sup> has been cancelled, due to low ticket sales.

City Manager Conard announced in accordance with Chapter 1, Article III, Section 1.303 of the Planning Board Ordinance she will be appointing Facilities Manager Joe Almeida as the Administrative Official, ex-officio member to the Planning Board replacing Ray Pezzullo who has retired from Public Works. She informed the Council that Joe will be attending the Planning Board meeting on Thursday, May 19<sup>th</sup>. Mayor McEachern thanked Ray Pezzullo for his years of service to the City and the Public Works Department.

**XIX. ADJOURNMENT**

**At 10:10 p.m., Mayor McEachern adjourned the meeting.**

A handwritten signature in black ink that reads "Kelli L. Barnaby". The signature is written in a cursive, flowing style.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

# City of Portsmouth Climate Action Planning



Mayor's Blue Ribbon Committee on Sustainable Practices

July 11, 2022

# Portsmouth Climate Action: Background

- This group is the Climate Action Plan (CAP) Subcommittee of the Sustainable Practices Blue Ribbon Committee.
  - Two City employees, six citizen volunteers
  - Given the urgency, the subcommittee has been meeting weekly, has created a Google docs library, and begun several work streams
- Existing Portsmouth Climate initiatives
  - Portsmouth has been an Eco Municipality since 2007, following the 4 guidelines of The Natural Step <https://thenaturalstep.org/>
  - A Climate Action Plan (CAP) is part of Portsmouth's Capital Improvement Plan, and has been budgeted

# Portsmouth Climate Action: Key points

- The CAP Subcommittee has reviewed over a dozen CAPs from similar cities, and interviewed several of Peter Britz' peers
  - Milwaukie OR, Albany CA, Concord MA (also an Eco Municipality), Portland/South Portland ME, Boston MA
  - Clean Energy New Hampshire (CENH) provides access to 30+ municipal members in NH
- Several CAP workstreams are in flight now
  - CAP Consultant search, Community Outreach, Greenhouse Gas Inventory
  - We are **NOT** waiting for the CAP, to get things done
- The CAP consultant will **NOT** be starting from scratch
  - They will be asked to review and expand work products and initiatives, in phases
- The City's own climate actions, will also serve as examples to other local constituencies (residents, businesses, organizations)

# Key Elements for Portsmouth's Climate Action Plan

- **Prioritized** actionable solutions and implementation plan
  - reducing greenhouse gas emissions (mitigation)
  - increasing community's resilience to impact of climate change (adaptation)
- **Broad** goals for **maximum** impact
- **Equity** issues and climate justice
- **Roles** for city operations, residents/households, businesses, and organizations

# Ensuring Climate Action Plan Success



City Support



Actionable Steps



Accountable Performance Measures



Technical Guidance to define how to reach targeted emissions levels



# Timing and Next Steps

- Committee draft outline of RFP [Completed; June '22]
- Sustainability Department to continue RFP process [In progress]
- Greenhouse Gas data collection using UNH SIMAP® [In-progress; Sept '22]
  - Carbon and nitrogen-accounting platform
- Aligning CAP efforts with other existing city projects and departments [In progress]
  - Building, Conservation, Land Use, Energy Advisory Council, ...
  - CITY COUNCIL SUPPORT IS KEY HERE
- Request for Proposals (RFP) to consultants [July '22]
- Select Consultant [Summer / Fall '22]
- Completion and rollout of Portsmouth CAP [Summer / Fall '23]

# Additional Projects Making Portsmouth More Sustainable



**Ongoing community engagement** is part of the CAP process



**Drawdown and Portsmouth Climate Solutions** educational and community building work continues



Work with **Community Power Coalition** continues



Review and recommendations to strengthen sustainability aspects of **zoning regulations**



**Measurement** of current and projected greenhouse gas emissions



Potential implementation of **online platform** for community activities to reduce carbon footprint

**THANK YOU!**

**ADDITIONAL DETAIL**

# Key principles for Portsmouth Climate Action Plan

## **Plan:**

- Specific to Portsmouth; size, coastal town, working harbor, airport
- Relevant, achievable, measurable actions. Form is important; capture the imagination, specific usable recommendations.
- What audience/s is plan addressing? Are there supplementary documents?

**Key stakeholders:** city, businesses, households, organizations. Youth are key. Churches, arts and entertainment, recreation, others

**Financing:** leverage federal and state funding; varied partnerships (private / public and public / public)

## **Process to create plan:**

- Community engagement is key for plan development; awareness, support, specific roles for households
- Include a diverse community, climate justice is explicit
- Engage consulting subject-matter-expert to complete CAP, tuned to Portsmouth's needs
- Learn from and share with other communities, state, regional, etc.
- Consider marketing and promotion of plan throughout process

# Our Sources and Work Products

- **Books:** Drawdown (Hawken), Regeneration (Hawken), Speed and Scale (Doerr)
- **Existing Municipal Climate Action Plans** from approximately 20 cities and towns
  - CAPs available on Google Share Drive, below
  - Matrix of CAPs with ranking and comments available on Google share drive
  - Interviews with city sustainability officials comparable to Portsmouth
    - Albany, CA; Milwaukie, OR; Concord MA; Portland / South Portland, ME; Boston, MA
- **CAP subcommittee work products**
  - CAP library, matrix of CAP preferences, CAP RFI general framework
  - Content available on Google Share Drive at [https://drive.google.com/drive/folders/1xLmtJTdkZOihKjsvJGv0wZMVA9e\\_FCz\\_](https://drive.google.com/drive/folders/1xLmtJTdkZOihKjsvJGv0wZMVA9e_FCz_)

# The Organizations We're Leveraging

- University of New Hampshire Sustainability Institute
  - Stewards of SIMAP Carbon Dioxide and Nitrogen Accounting Platform
  - <https://www.unh.edu/sustainability/>
- Portsmouth Climate Solutions
  - Outreach to regional citizen and business organizations
- Clean Energy NH
  - Community Power, Municipal, Community Power
  - <https://www.cleanenergynh.org/>
- ICLEI (International Council on Local Environmental Initiatives)
  - Global network of more than 2500 local and regional governments committed to sustainable urban development
  - <https://iclei.org/>
- CivForge
  - Helpful report, **“Why Local Climate Planning Has Failed”**
  - <https://civforge.com/>

# One city's planning process (Milwaukie OR)

City leadership hired a professional consulting team to guide the climate action planning process, convening people who live and work in Milwaukie as well as key implementation partners. The planning process included the following key steps:

- 1. Community carbon footprint:** Calculation of our current and projected future community carbon footprint for Milwaukie, considering population growth and the impact of existing policies over time.
- 2. Future physical conditions:** Research into what the future physical conditions in Milwaukie could be under different climate change scenarios.
- 3. Climate Action Plan Committee (CAPC):** Formation of a committee composed of residents and key partners to advise the project team throughout the process.
- 4. Implementation partner workshops:** Six workshops with major organizational and agency partners in Spring 2018 to determine priority strategies.
- 5. Public engagement:** A robust community involvement strategy, including a climate action fair, community town hall, Spanish-language focus group and online survey.
- 6. Scaling greenhouse gas reductions:** Modeling the projected reduction of greenhouse gases over time of each prioritized City-led mitigation strategy.
- 7. Co-benefits analysis:** Modeling the potential of each City-led strategy to deliver additional benefits beyond emissions reductions.
- 8. Strategy and plan development:** With the guidance of the CAPC, development of an implementation timeline for City-led strategies and preparation of the Climate Action Plan.



# Example Key Stakeholder - residents (Concord MA)

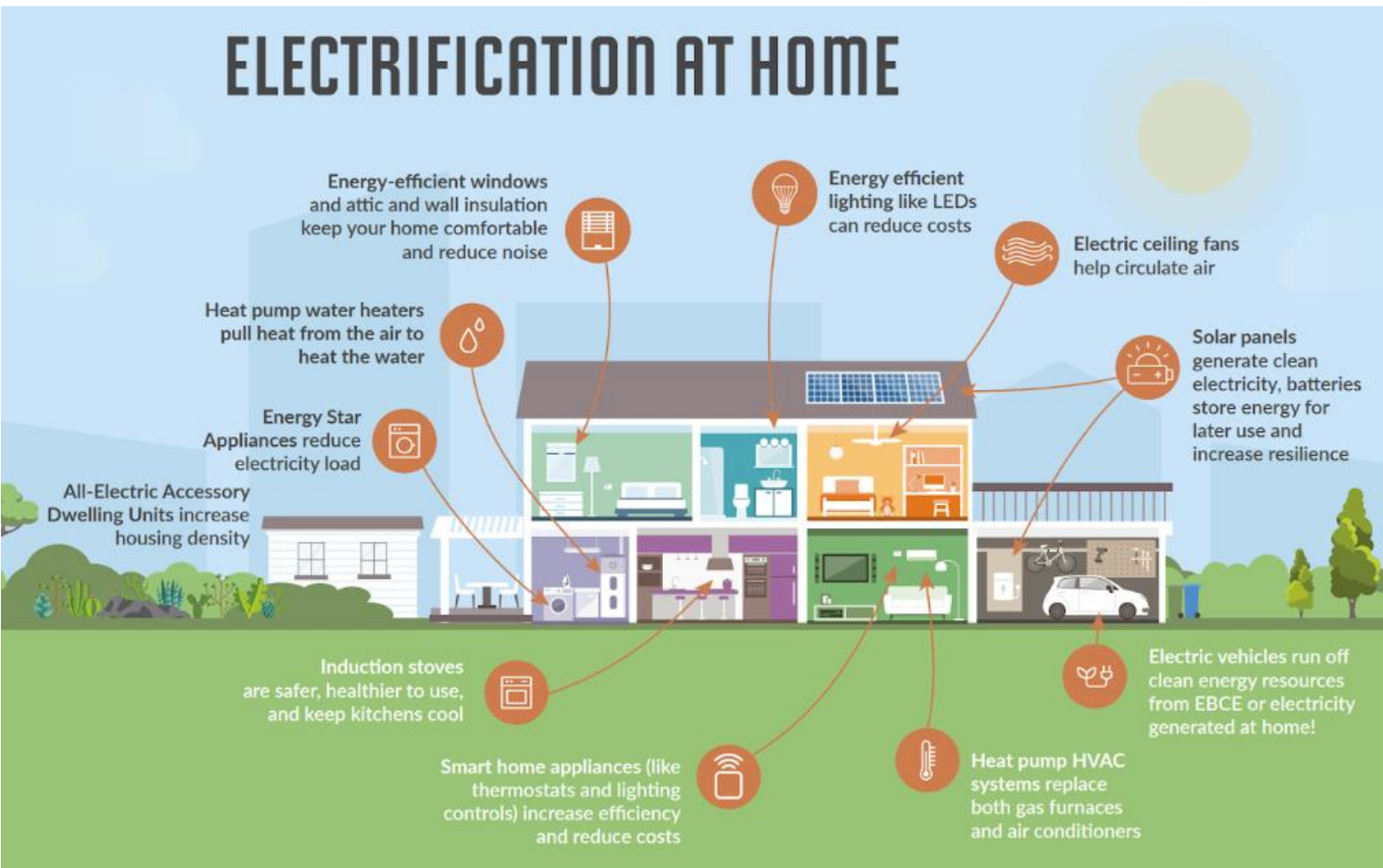


**ACTION NAME**  
**Increase electrification and improve energy efficiency of residential buildings.**

**DESCRIPTION OF ACTION**  
 Residential buildings contribute 30% of GHG emissions in Concord. Reducing emissions by improving energy efficiency and electrifying heating and cooling in homes will be critical to achieving GHG goals. Efficient homes are also more resilient to extreme weather and a changing climate.  
 Programs, financial incentives, and education campaigns will enable residents to improve the energy efficiency in their homes and transition to electric heat pumps for heating and cooling.

**CHAMPION**  
 Concord Municipal Light Plant (CMLP) and Sustainability Division

IMPLEMENTATION STEPS	PLANNING CONSIDERATIONS	
	TIME FRAME	KEY PARTNERS
1. Explore and provide streamlined pathways for residents to go from audit to action, such as: a. Providing and following up on home energy assessments b. Heating/Cooling Coaching services c. Energy advisor services to assist residents in following through on home energy assessments d. Lists of participating contractors familiar with Concord programs and incentives e. Facilitating creative financing mechanisms such as on-bill financing, revolving loan funds, third-party financing, zero-interest loans, etc.	2021-2025	<ul style="list-style-type: none"> <li>Comprehensive Sustainability and Energy Committee (CSEC)</li> <li>CMLP</li> <li>CAAB</li> <li>Residents</li> <li>Multifamily property owners</li> <li>Financial institutions</li> <li>Built environment professionals</li> <li>Energy New England</li> <li>Mass Save</li> <li>HeatSmart Alliance</li> </ul>
2. Promote and provide education on home energy assessments, home energy efficiency improvements, and electrification through activities, such as: a. "Your Sustainable Home Now!" materials designed by CSEC for residents b. Materials designed for new residents c. Up-to-date and interactive resources on the Town website d. Mailed materials e. Video testimonials, interviews, and presentations f. Tabling at local events g. Hosting events designed for homeowners, multifamily property residents or owners, and/or energy professionals h. Partnering with schools	2021-2025	<ul style="list-style-type: none"> <li>CSEC</li> <li>Sustainability Division</li> <li>CMLP</li> <li>CAAB</li> <li>Residents</li> <li>Multifamily property owners</li> <li>Built environment professionals</li> <li>Community organizations (congregations, schools, grassroots)</li> <li>Schools</li> </ul>
3. Explore potential for time of sale energy assessment requirement and report out on pros/cons, costs/benefits, and recommendation to implement in Concord. a. Understand experiences of communities piloting policies b. Engage with external stakeholder groups on pros/cons and costs to implement c. Engage with state to evaluate potential for state-wide policy	2022-2025	<ul style="list-style-type: none"> <li>CAAB</li> <li>Sustainability Division</li> <li>CMLP</li> <li>Residents</li> </ul>



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, July 11, 2022 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 IV, Section 1.413 – Trees and Public Greenery Committee. 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

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KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IV, Section Commissions/Authorities – **TREES AND PUBLIC GREENERY COMMITTEE** of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

**ARTICLE IV: Commissions/Authorities**

**Section 1.413: TREES AND PUBLIC GREENERY COMMITTEE**

There is hereby established a Trees & Public Greenery Committee. The Committee shall consist of ~~nine (9)~~ **ten (10)** voting members including the following: **a City Councilor, the** City Manager or designee; **the** Tree Warden or designee; the Public Works Foreman in charge of tree maintenance; and six (6) individuals with an interest in trees and public greenery. Members of the Committee, other than City **Officials staff members** listed above, shall be appointed by the Mayor **and with the approval of** City Council for three year terms with the length of the initial terms being staggered at the discretion of the Council. Vacancies for the unexpired terms shall be filled in the same manner as the original appointments.

The main purpose of this Committee shall be to advise and assist the City's Tree Warden in enforcing the provisions of this Ordinance as well as to ensure the proper expansion, protection, and maintenance of the City's Urban Forest consistent with best arboricultural practices, horticultural practices, aesthetic concerns, and public safety. The Committee shall, with the assistance of the Department of Public Works, collect and maintain all records and data necessary to objectively evaluate whether progress is being made toward the proper protection and expansion of the City's Urban Forest. The Committee shall prepare an annual report summarizing all activity relating to this Ordinance and shall offer recommendations for actions to better achieve the proper maintenance and expansion of the City's Urban Forest. This report shall be presented to the City Council for its consideration.

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

LEGAL NOTICE

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KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

LEGAL NOTICE

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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

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter One, Article VIII, **CODE OF ETHICS** 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**

**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.
- AG. 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. ~~member of the City Council, School Board, Police Commission, Fire Commission, each member of every land use regulatory board, i.e. the Board of Adjustment, Planning Board, Historic District Commission, Conservation Commission, Technical Advisory Committee, Traffic Safety Committee, Building Code Board of Appeals, Recreation Board, Planning and Development Council, and Economic Development Commission, every department head as that term is used in the Administrative Code, Chief of Police, Fire Chief,~~

~~Superintendent of Schools, the Trustees of the Trust Funds and members of the Housing Authority.~~

~~B. 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.~~

~~C. Governing Body: The term "Governing Body" shall mean the City Council, School Board, Police Commission, and Fire Commission.~~

**DH.** 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.
2. In the case of ~~all other Officers, members of Land Use Regulatory Boards, the Trustees of the Trust Fund and the Portsmouth Housing Authority,~~ 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 that established each board and/or outlines the duties and responsibilities of each board.~~
3. 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.

## **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 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.
- 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, whether in the form of service, loan, thing or promise, 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.
- G. Disclosures of Confidential Information: ~~No~~**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.



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

Any violation of any provisions of this ordinance shall constitute cause for **public censure**, fine, 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. ~~There~~**A Board of Ethics (“BOE”)** is hereby created ~~and established a method for appointing a Board of Ethics~~. This ~~Board~~**BOE** shall consist of five **(5)** persons: ~~one member each~~ **two members shall be selected by lot** from the City Council, ~~and one member each from the~~ School Board, Police Commission and Fire Commission ~~and the~~. ~~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) that shall provide legal advice and support for the Board BOE should decide.~~ The ~~Board~~**BOE** members shall be **selected by lot** and drawn at the first meeting of the calendar year of ~~each 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 members of Board~~ **BOE Members** shall elect a chairperson. ~~They shall and the BOE may~~ adopt such rules for the conduct of ~~their~~ **its** business as ~~they it sees fit and they~~. The **BOE** shall have the power to draw upon ~~the various~~ 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 to assist with the investigation and prosecution of any Complaint which has been referred for investigation. The EIO shall have sufficient experience and training to conduct the investigation.~~
- B. ~~Advisory Opinions: Upon the written request of the Officer or employee concerned, the Board shall render advisory opinions based upon the provisions of this Code. The Board shall file its advisory opinions with the City Clerk but may delete the name of the officer or employee involved. 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 consultation with the Mayor.

~~C. Hearings and Determinations: Any individual having information that an officer or employee as defined in Section 1:801, other than the City Manager or the City Attorney, is engaged in improper activities or has a conflict of interest may present his or her complaint to the City Attorney.~~

~~1. Said complaint shall be in writing, under oath, specific and to the point. The City Attorney shall review the written complaint with the Mayor and if either the Mayor or the City Attorney feels that the complaint is of substance, then the Mayor shall refer the matter to the Board.~~

~~2. If both the Mayor and City Attorney believe that the complaint is without substance, the person making the complaint and the subject of the complaint shall be notified in writing of that fact.~~

~~3. The Board shall hold a hearing which may be public or private at the discretion of the Board and at which the accused party shall be entitled to be represented by Counsel at his or her own expense to examine the party making the complaint, to summon witnesses and to present evidence on his or her behalf. If the Board finds that the individual is guilty as charged in the complaint, the whole matter shall be referred to the appropriate governing body for enforcement as set forth in Section 1:805.~~

~~4. Complaints against the City Manager and/or City Attorney for violations of this Ordinance shall be in writing, under oath, specific and to the point, and shall be referred directly to the Mayor or Assistant Mayor. If either the Mayor or Assistant Mayor believes that the complaint is of substance, then the complaint shall be referred to the Board for a hearing as set forth in paragraph C.3 above. If the City Attorney and the Assistant Mayor believe that the complaint is not of substance, then the person making the complaint and the Mayor shall be notified of that decision.~~

~~5. Complaints against the Mayor shall be filed with the City Attorney who shall review them with the Assistant Mayor. If either the City Attorney or the Assistant Mayor believes that the complaint is of substance, then the complaint shall be~~

~~referred to the Board for a hearing as set forth in paragraph C.3 above. If the City Attorney and the Assistant Mayor believe that the complaint is not of substance then the person making the complaint and the Mayor shall be notified of that decision.~~

- ~~6. All members of the City Council (including the Mayor), School Board, Police Commission and Fire Commission are eligible to serve and must serve on the board when requested to do so except, however, that any person that has been charged in a complaint shall be barred from serving on that particular board.~~
- ~~7. All complaints shall be disposed of or forwarded to the Board by the City Attorney and/or the Mayor and/or the Assistant Mayor within thirty days after receipt.~~
- ~~8. The Board shall have thirty days to investigate and hold meetings and to report to the appropriate governing body as a whole if their findings warrant further action.~~
- ~~9. The statements of the findings of the Board shall be issued upon the request of any person charged.~~

#### **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 1.8057: ENFORCEMENT DISPOSITION AND SANCTION**

- A. **Sanctions:** In the event that the ~~Board of Ethics~~ BOE determines that any ~~officer~~ Officer or ~~employee subject to its control, has engaged in any act prohibited by the City Manager~~ committed a violation of this ~~ordinance or failed to make a mandated disclosure, the governing body shall~~ Ordinance, the City Council may take any ~~one~~ of the following ~~steps~~ actions:
- ~~1. In the case of the Governing body members:~~
    - 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 ~~for innocence of any wrong doing to overturn the finding of a violation.~~
  - ~~2. In the case of all officers and employees the governing body, consistent with the Merit System and any applicable bargaining agreements, shall:~~

- ~~a. Vote for removal~~
- ~~b. Vote for dismissal~~
- ~~c. Vote for suspension for a definite period~~
- ~~d. Vote for the censuring~~
- ~~e. Vote to place the matter on file~~
- ~~f. Vote for innocence of any wrongdoing.~~

- 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.
- BC.** 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.

**(Adopted In Its Entirety 4/4/88)**

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

**CLEAN VERSION OF AMENDMENTS TO Chapter One, Article VIII,  
CODE OF ETHICS of the Ordinances of the City of Portsmouth** are as follows:

**ARTICLE VIII: CODE OF ETHICS**

**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.
  - 2. 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.
  - 3. 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.

### **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 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.
- 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, whether in the form of service, loan, thing or promise, 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.

- 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.

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

Any violation of any provisions of this ordinance shall constitute cause for public censure, fine, 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 to assist with the investigation and prosecution of any Complaint which has been referred for investigation. The EIO 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 consultation with the Mayor.

### **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**

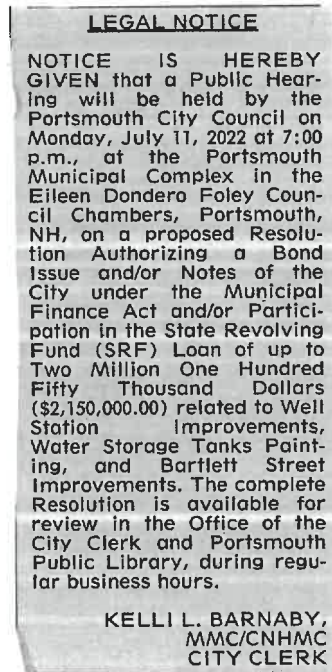
- A. In the event that the BOE determines that any Officer or the City Manager committed a violation of this Ordinance, the City Council may take any of the following actions:
  - a. Vote for removal pursuant to the City Charter as amended;
  - b. Vote to publicly censure or admonish the offending member;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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, July 11, 2022 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on a proposed Resolution Authorizing a Bond Issue and/or Notes of the City under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00) related to Well Station Improvements, Water Storage Tanks Painting, and Bartlett Street Improvements. The complete Resolution 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



**CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY TWO  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # XX-2022**

**A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$2,150,000) RELATED TO WELL STATION IMPROVEMENTS, WATER STORAGE TANKS PAINTING, AND BARTLETT STREET IMPROVEMENTS.**

**RESOLVED:**

**THAT**, the sum of up to **Two Million One Hundred Fifty Thousand Dollars (\$2,150,000)** is appropriated for Well Stations Improvements, Water Storage Tanks Painting, and Bartlett Street Improvements, including the payment of costs incidental or related thereto;

To meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow, on a competitive or negotiated basis, up to **Two Million One Hundred Fifty Thousand Dollars (\$2,150,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan.

**THAT** the expected useful life of this project is determined to be at least thirty (30) years, and;

**THAT** this Resolution shall take effect upon its passage.

**APPROVED:**

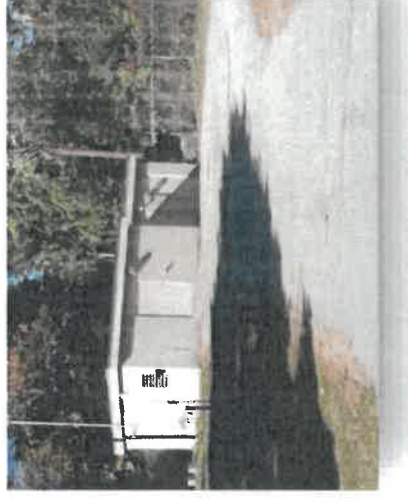
DEAGLAN MCEACHERN, MAYOR

**ADOPTED BY CITY COUNCIL**

KELLI BARNABY, CMC/CNHMC  
**CITY CLERK**

## EF-08-WD-78: Well Stations Improvements

Department	Public Works – Water Division
Project Location	Citywide
Project Type	Rehabilitation of a Facility
Commence FY	Ongoing
Priority	O (ongoing or programmatic)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** This project involves upgrades to existing well pump stations. Improvements include upgrades to premium efficiency motors, variable frequency drives, the radio telemetry and SCADA system. It also includes an evaluation of options to improve the efficiency of Collins Well and structural upgrades to the building.

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> <li><a href="#">Water System Master Plan 2013</a></li> <li><a href="#">Water Department</a></li> <li><a href="#">FY22-FY27 CIP (Prior Year) Project Sheet</a></li> </ul>

Notes of Changes in Funding Plan from FY22-27 CIP:

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	77%			\$700,000			\$1,700,000	\$0	\$1,700,000
Other	0%						\$0	\$0	\$0
Revenues	23%						\$0	\$500,000	\$500,000
PPP	0%						\$0	\$0	\$0
Totals	\$1,000,000	\$0	\$0	\$700,000	\$0	\$0	\$1,700,000	\$500,000	\$2,200,000



## EF-20-WD-81: Water Storage Tanks Painting

Department	Public Works – Water Division
Project Location	Citywide
Project Type	Rehabilitation of a Facility
Commence FY	2021
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** The City owns and operates four water storage tanks. These facilities are inspected routinely for the condition of the interior and exterior finishes. Funding covers the costs to repaint the tanks when needed. FY23 funds will be used to repaint the Spinney Road tank.

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Studies Identified & Useful Website Links:**

- [Water Department](#)
- [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY22-27 CIP:

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	100%						\$350,000	\$850,000	\$1,200,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP	0%						\$0	\$0	\$0
<b>Totals</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>	<b>\$850,000</b>	<b>\$1,200,000</b>

## COM-23-PW-93: Bartlett Street

Department	Public Works Department
Project Location	Bartlett Street from Morning Street to Dennett Street
Project Type	Construction or expansion of a new public facility or public infrastructure
Commence FY	2023
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** This project includes reconstruction of Bartlett Street from Cate Street to Dennett Street and Morning Street. Work will include roadway reconstruction, sidewalk replacement and replacement water and sewer mains.

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

Studies Identified & Useful Website Links:

Notes of Changes in Funding Plan from FY22-27 CIP:

## COM-23-PW-93: Bartlett Street

		FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
General Fund	Fed/ State	0%						\$0	\$0	\$0
	GF-Capital Outlay	0%						\$0	\$0	\$0
	GF-Bond/ Lease	33%	\$800,000					\$800,000	\$0	\$800,000
	Other	0%						\$0	\$0	\$0
	PPP	0%						\$0	\$0	\$0
Water	Revenues	0%						\$0	\$0	\$0
	Bond/Lease	33%	\$800,000					\$800,000	\$0	\$800,000
	PPP	0%						\$0	\$0	\$0
Sewer	Revenues	0%						\$0	\$0	\$0
	Bond/Lease	33%	\$800,000					\$800,000	\$0	\$800,000
	PPP	0%						\$0	\$0	\$0
Total General Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000
Total Water Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000
Total Sewer Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000
<b>Totals</b>			<b>\$2,400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,400,000</b>	<b>\$0</b>	<b>\$2,400,000</b>

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, July 11, 2022 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on a proposed Resolution Authorizing a Bond Issue and/or Notes of up to Three Million One Hundred Thousand Dollars (\$3,100,000.00) for costs related to School Facilities Improvements and Elementary School Upgrades. The complete Resolution 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

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KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

**CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY TWO  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # XX – 2022**

**A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000) FOR COSTS RELATED TO SCHOOL FACILITIES IMPROVEMENTS AND ELEMENTARY SCHOOL UPGRADES.**

**RESOLVED:**

**THAT**, the sum of up to **Three Million One Hundred Thousand Dollars (\$3,100,000)** is appropriated for School Facilities Improvements and Elementary School Upgrades, including the payment of costs incidental or related thereto.

**THAT**, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Three Million One Hundred Thousand Dollars (\$3,100,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

**THAT**, the expected useful life of the projects is determined to be at least twenty (20) years, and;

**THAT**, this Resolution shall take effect upon its passage.

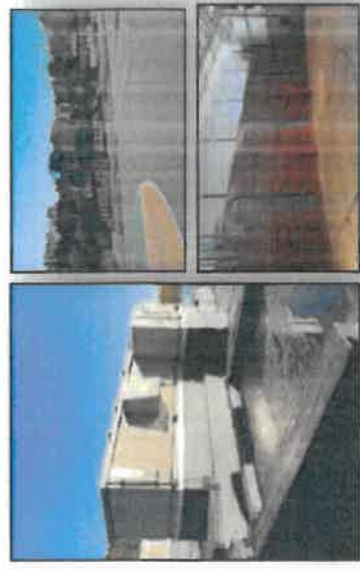
**APPROVED:**

**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL**

**KELLI BARNABY, CMC/CNHMC  
CITY CLERK**

# BI-07-SC-11: School Facilities Capital Improvements



Department	School Department
Project Location	District Wide
Project Type	Rehabilitation of Existing Facilities
Commence FY	Ongoing
Priority	O (Ongoing or Programmatic)
Impact on Operating Budget	Minimal (\$5,002 to \$50,000)

**Description:** The Portsmouth School Department has maintenance responsibilities for seven (7) buildings and the grounds that accompany them. These appropriations are used for buildings and grounds improvement projects including paving, roofing, energy efficiency improvements, infrastructure replacement, and security improvements.

### Studies Identified & Useful Website Links:

- [Portsmouth School Department Homepage](#)
- [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY22-27 CIP:

- 1) Removes \$2.5 million from FY23 for Sherburne School and introduces that as a separate project with need in FY25
- 2) Escalates \$800,000 from FY25 to FY23 for replacement of artificial turf at Portsmouth High School
- 3) Adds additional \$800,000 in FY23 for replacement of tennis courts at Portsmouth High School

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	100%	\$1,600,000	\$1,000,000		\$1,000,000		\$3,600,000	\$1,500,000	\$5,100,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP	0%						\$0	\$0	\$0
Totals		\$1,600,000	\$1,000,000	\$0	\$1,000,000	\$0	\$3,600,000	\$1,500,000	\$5,100,000

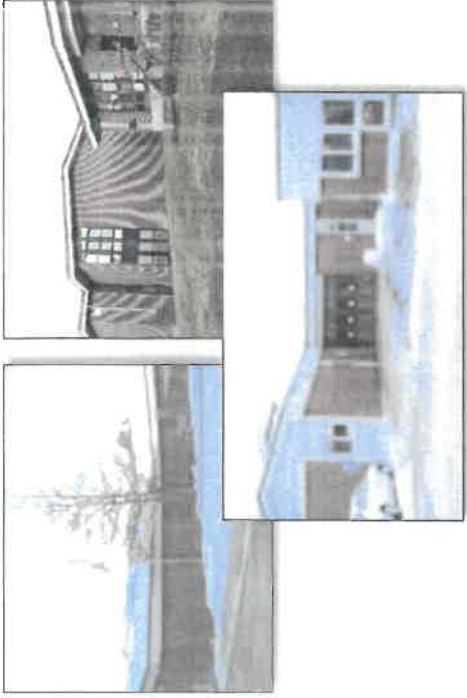
# BI-07-SC-11: SCHOOL FACILITIES CAPITAL IMPROVEMENTS

CM Action Item #5

<u>Facility/School</u>	<u>Improvement Project</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>Totals</u>
District Wide	Paving and Playground Work					\$350,000		\$350,000
District Wide	Roof Replacement					\$300,000		\$300,000
High School	Athletic Complex Upgrades (Irrigation, Infrastructure)					\$200,000		\$200,000
High School	Mechanical Infrastructure Upgrades		\$500,000					\$500,000
District Wide	Flooring Replacement					\$50,000		\$50,000
District Wide	Energy Efficiency Upgrades Lighting/Mechanical		\$500,000			\$100,000		\$600,000
R.J. Lister Academy	Life Safety, Security and Mechanical Infrastructure							\$0
High School	Artificial Turf Field Surface Replacement	\$800,000						\$800,000
High School	Tennis Court Replacement	\$800,000						\$800,000
<b>Total District Wide City Capital Improvement</b>		\$0	\$500,000	\$0	\$0	\$800,000	\$0	\$1,300,000
<b>Total High School Capital Improvement</b>		\$1,600,000	\$500,000	\$0	\$0	\$200,000	\$0	\$2,300,000
<b>Total R.J. Lister Academy Capital Improvement</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL IMPROVEMENTS</b>		\$1,600,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$3,600,000

## BI-08-SC-12: Elementary Schools Upgrade

Department	School Department
Project Location	Elementary Schools
Project Type	Rehabilitation of an Existing Facilities
Commence FY	2016
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Minimal (\$5,002 to \$50,000)



Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** This appropriation continues upgrading of the infrastructure of our Elementary Schools. Work in 2023 will focus on repair and replacement of exterior windows at Dondero and Little Harbour Elementary Schools. Comprehensive renovation of the New Franklin interior is projected for 2026 and will also address accessibility issues, upgrades to entrance security, and building storage needs.

- Studies Identified & Useful Website Links:
- [Portsmouth School Department Homepage](#)
  - [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY22-27 CIP:

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	1%						\$0	\$200,000	\$200,000
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	99%			\$5,000,000			\$6,500,000	\$18,100,000	\$24,600,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP	0%						\$0	\$0	\$0
Totals	\$1,500,000	\$0	\$0	\$5,000,000	\$0	\$0	\$6,500,000	\$18,300,000	\$24,800,000



LEGAL NOTICE

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KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

LEGAL NOTICE

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KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

**CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY TWO  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION# - 2022**

**A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO SEVEN MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$7,350,000) FOR COSTS RELATED TO ANNUAL SEWER LINE REPLACEMENTS, PEASE WASTEWATER TREATMENT FACILITY, WASTEWATER PUMPING STATION IMPROVEMENTS, SEWER MAIN FOR SAGAMORE AVENUE AREA SEWER EXTENSION, BARTLETT STREET UPGRADES AND FLEET STREET UTILITIES UPGRADES.**

**RESOLVED:**

**THAT** that the sum of up to **Seven Million Three Hundred Fifty Thousand Dollars (\$7,350,000)** is appropriated for Annual Sewerline Replacements, Pease Wastewater Treatment Facility, Wastewater Pumping Station, Sewer Main for Sagamore Avenue Sewer Extension, Bartlett Street Upgrades and Fleet Street Utilities Upgrade and Streetscape, including the payment of costs incidental or related thereto;

To meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow, on a competitive or negotiated basis, up to **Seven Million Three Hundred Fifty Thousand Dollars (\$7,350,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan.

**THAT** the expected useful life of the project is determined to be at least thirty (30) years, and;

**THAT** this Resolution shall take effect upon its passage.

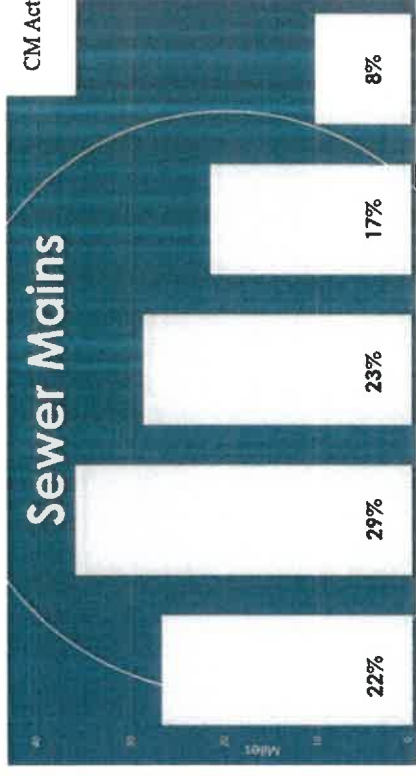
**APPROVED:**

\_\_\_\_\_  
**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL**

\_\_\_\_\_  
**KELLI BARNABY, CMC/CNHMC  
CITY CLERK**

## EF-12-SD-84: Annual Sewer Line Replacement



**Description:** The wastewater collection system consists of more than 120 miles of pipe. Many of the older pipes are 50 to 100 years old, undersized and at the end of their design life. Pipes are replaced programmatically as part of sewer specific capital projects, roadway reconstruction and prior to annual paving. This item will fund the purchase of pipes and associated materials used to replace those pipes.

**Studies Identified & Useful Website Links:**

- [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

**Notes of Changes in Funding Plan from FY22-27 CIP:**

Added \$500,000 in FY23 to reduce the projected funding gap for projects.

Department	Public Works – Sewer Division
Project Location	Citywide
Project Type	Upgrade of Existing Facilities
Commence FY	Ongoing
Priority	O (Ongoing or Programmatic)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	Y
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	\$500,000	\$1,000,000		\$1,000,000		\$1,000,000	\$3,500,000	\$7,500,000	\$11,000,000
Other	0%						\$0	\$0	\$0
Revenues	12%						\$0	\$1,500,000	\$1,500,000
PPP	0%						\$0	\$0	\$0
<b>Totals</b>	<b>\$500,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$3,500,000</b>	<b>\$9,000,000</b>	<b>\$12,500,000</b>

## EF-12-SD-85: Pease Wastewater Treatment Facility

**Description:** The Pease treatment facility was original cons CM Action Item #5 1950's and was upgraded in the 1990's. Selected upgrades completed since the 1990's with the Headworks and primary clarifier project completed in 2021, but much of the facility has exceeded its useful lifespan and is in need of replacement. The City is also planning for a potential increase in design flow rate from 1.2 million gallons per day to 1.77 million gallons per day. This increase in flow rate at the treatment facility will support the build out of the Pease International Tradeport and provide capacity at the treatment facility for Tradeport tenants including Lonza Biologics' proposed expansion. Planning for this upgrade has begun but full design and construction will not take place until the details of an updated permit are provided by the EPA. The costs and timing of this work is dependent upon the issuance of that permit and future policy decisions regarding cost apportionment. Cost provided in the previous FY22 element sheet was a placeholder and have been updated based on similar projects of this size, scope and recent cost increases. Funding under the bond category represent the costs to design and construct replacement for aged equipment and other upgrades for the existing facility. Funding under the PPP category represent costs for an increase in capacity. Costs are conceptual and will be refined as studies and design moves forward. Updated information will be presented to City Council before any decisions are made.

Department	Public Works – Sewer Division
Project Location	Pease WWTF at Corporate Dr
Project Type	Upgrade of Existing Facilities
Commence FY	2022
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	High (\$100,000 or more)

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	Y
Timing or Location Coordinate with Synergistic Project	Y
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y

- Studies Identified & Useful Website Links:**
- [Pease Wastewater Facility NPDES Permit Renewal 2019](#)
  - [Pease Wastewater Treatment Facility](#)
  - [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY22-27 CIP:  
 Project costs updated based on costs for upgrades at similar facilities.

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF							\$0	\$0	\$0
Fed/ State		\$2,500,000					\$2,500,000	\$0	\$2,500,000
Bond/ Lease	\$550,000	\$19,800,000					\$20,350,000	\$9,250,000	\$29,600,000
Other							\$0	\$0	\$0
Revenues							\$0	\$850,000	\$850,000
PPP	\$3,000,000	\$27,200,000					\$30,200,000	\$0	\$30,200,000
<b>Totals</b>	<b>\$3,550,000</b>	<b>\$49,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$53,050,000</b>	<b>\$10,100,000</b>	<b>\$63,150,000</b>

## EF-17-SD-88: Wastewater Pumping Station Improvements



Department	Public Works – Sewer Division
Project Location	Citywide
Project Type	Rehabilitation of Existing Facility
Commence FY	Ongoing
Priority	O (ongoing or programmatic)
Impact on Operating Budget	Negligible (<\$5,001)

**Description:** The City owns and operates twenty (20) wastewater pumping stations. The projected life span of a pumping station is twenty (20) years. This project plans for the replacement or major rehabilitation of pumping stations and/or force mains that have not been included as separate projects in the CIP. The work will generally follow the recommendations detailed in the Wastewater Pumping Station Master Plan dated 2019.

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

- Studies Identified & Useful Website Links:**
- [Wastewater Pump Station Master Plan 2019](#)
  - [Projects Page – Department of Public Works](#)
    - [Wastewater Pumping Stations Page](#)
    - [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY22-27 CIP:

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	96%		\$500,000		\$500,000		\$1,800,000	\$4,600,000	\$6,400,000
Other	0%						\$0	\$0	\$0
Revenues	4%						\$0	\$250,000	\$250,000
PPP	0%						\$0	\$0	\$0
<b>Totals</b>	<b>\$800,000</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$1,800,000</b>	<b>\$4,850,000</b>	<b>\$6,650,000</b>

## EF-23-SD-90: Sewer Main for Sagamore Avenue Sewer Extension



**Description:** The Sagamore Avenue Area Sewer Project was previously funded in the amount of \$4.4M under CIP Item EF-18-SD-93 titled Consent Decree Mitigation. The project is required as part of the Second Modification of the City's 2009 Consent Decree with the EPA. After receiving bids in August 2021 it was determined the project did not have adequate funding. The project was re-packaged (base bid for sewer mains north of Sagamore Creek) and re-bid in 2021 to advance the project within the limits of the original funding. This item funds the additional costs for the project so that the sewer main can be constructed within the project area south of Sagamore Creek.

- Studies Identified & Useful Website Links:
- Consent Decree Second Modification.

Notes of Changes in Funding Plan from FY22-27 CIP:

Adds funds to the project to cover cost deficit determined after the project was originally bid August 2021.

Department	Public Works – Sewer Division
Project Location	Sagamore Avenue Area
Project Type	Construction or Expansion of a Public Facility, Street, or Utility
Commence FY	2023
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,000)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	Y
Responds to a Citywide Goal or Submitted Resident Request	Y

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	100%						\$2,200,000	\$4,400,000	\$6,600,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP	0%						\$0	\$0	\$0
<b>Totals</b>		\$0	\$0	\$0	\$0	\$0	\$2,200,000	\$4,400,000	\$6,600,000

**FY23 Request updated to \$2,500,000**

## COM-23-PW-93: Bartlett Street

Department	Public Works Department
Project Location	Bartlett Street from Morning Street to Dennett Street
Project Type	Construction or expansion of a new public facility or public infrastructure
Commence FY	2023
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** This project includes reconstruction of Bartlett Street from Cate Street to Dennett Street and Morning Street. Work will include roadway reconstruction, sidewalk replacement and replacement water and sewer mains.

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

Studies Identified & Useful Website Links:

Notes of Changes in Funding Plan from FY22-27 CIP:

**COM-23-PW-93: Bartlett Street**

		FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
General Fund	Fed/ State	0%						\$0	\$0	\$0
	GF-Capital Outlay	0%						\$0	\$0	\$0
	GF-Bond/ Lease	33%	\$800,000					\$800,000	\$0	\$800,000
	Other	0%						\$0	\$0	\$0
	PPP	0%						\$0	\$0	\$0
Water	Revenues	0%						\$0	\$0	\$0
	Bond/Lease	33%	\$800,000					\$800,000	\$0	\$800,000
	PPP	0%						\$0	\$0	\$0
Sewer	Revenues	0%						\$0	\$0	\$0
	Bond/Lease	33%	\$800,000					\$800,000	\$0	\$800,000
	PPP	0%						\$0	\$0	\$0
<b>Totals</b>			<b>\$2,400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,400,000</b>	<b>\$0</b>	<b>\$2,400,000</b>
Total General Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000
Total Water Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000
Total Sewer Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000



## COM-20-PW-94: Fleet Street Utilities Upgrade and Streetscape

Department	Public Works Department
Project Location	Fleet Street
Project Type	Rehabilitation of a Facility
Commence FY	2020
Priority	A (needed (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Quality?
Responds to Federal or State Requirement	Y
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	Y
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** The City is moving forward with a sewer separation project on Fleet Street. It is required through the City's Long Term Control Plan and Supplemental Compliance Plan. The project includes water, sewer, drainage upgrades along with full streetscape rework and other pedestrian enhancements. Funding for this work will come from the water and sewer enterprise funds and the general fund (property taxes).

FY24 funding is for construction of the improvements on Fleet Street from Hanover Street to Court Street as well as a potential expansion of the project limits as determined during the design. The expansion could include portions of Congress Street, State Street and Vaughn Mall. Downtown Aerial Utilities Underground (BI-21-PW-43) project is funded to bury the Fleet Street overhead utilities. Market Square Upgrade project (TSM-15-PW-61) will be coordinated with this project.

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> <li>• <a href="#">Long Term Control Plan Update 2010;</a></li> <li>• <a href="#">CSO Supplemental Compliance Plan 2017</a><a href="#">Public Works Department FY22-FY27 CIP (Prior Year) Project Sheet</a></li> </ul>

Notes of Changes in Funding Plan from FY22-27 CIP:
Added funding to FY23 in order to design and construct a new drainage outfall to North Mill Pond, that is needed to accommodate separate drainage.

**COM-20-PW-94: Fleet Street Utilities Upgrade and Streetscape**

		FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
General Fund	Fed/ State	0%						\$0	\$0	\$0
	GF-Capital Outlay	0%						\$0	\$0	\$0
	GF-Bond/ Lease	23%	\$2,000,000					\$2,000,000	\$0	\$2,000,000
	Other	0%						\$0	\$0	\$0
	PPP	0%						\$0	\$0	\$0
Water	Revenues	0%						\$0	\$0	\$0
	Bond/Lease	23%	\$2,000,000					\$2,000,000	\$0	\$2,000,000
	PPP	0%						\$0	\$0	\$0
Sewer	Revenues	0%						\$0	\$0	\$0
	Bond/Lease	53%	\$2,200,000					\$4,600,000	\$0	\$4,600,000
	PPP	0%						\$0	\$0	\$0
<b>Totals</b>			<b>\$2,200,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,600,000</b>	<b>\$0</b>	<b>\$8,600,000</b>
Total General Fund		23%	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Total Water Fund		23%	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Total Sewer Fund		53%	\$2,200,000	\$0	\$0	\$0	\$0	\$4,600,000	\$0	\$4,600,000

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

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

**CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY TWO  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # – 2022**

**A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO NINE MILLION FIVE HUNDRED FIVE THOUSAND DOLLARS (\$9,505,000) FOR COSTS RELATED TO POLICE FACILITY DEFICIENCIES IMPROVEMENTS, OUTDOOR POOL AQUATICS UPGRADE AND POOL HOUSE, CITYWIDE FUEL STATION UPGRADES, GREENLAND ROAD RECREATION FACILITY (SKATEBOARD PARK), CITYWIDE FACILITIES, AERIAL UTILITIES UNDERGROUNDING AND BARLETT STREET IMPROVEMENTS.**

**RESOLVED:**

**THAT**, the sum of up to **Nine Million Five Hundred Five Thousand Dollars (\$9,505,000)** is appropriated for Police Facility Deficiencies Improvements, Outdoor Pool Aquatics Upgrade and Pool House, Citywide Fuel Station Upgrades, Greenland Road Recreation Facility (Skateboard Park) , Citywide Facilities, Aerial Utilities Undergrounding and Bartlett Street Improvements, including the payment of costs incidental or related thereto;

**THAT**, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Nine Million Five Hundred Five Thousand Dollars (\$9,505,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

**THAT**, the expected useful life of the projects is determined to be at least twenty (20) years, and;

**THAT**, this Resolution shall take effect upon its passage.

**APPROVED:**

**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL**

**KELLI BARNABY, CMC/CNHMC  
CITY CLERK**

# BI-21-PD-10: Police Deficiencies & Repair Project

Department	Police Department
Project Location	Police Department
Project Type	Rehabilitation of a Facility
Commence FY	2021
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

**Description:** A 2014 space needs study of the police facility identified deficiencies in space allocated to the police department as well as deficiencies in function. In addition, a 2018 public presentation provided insight into some of the unique needs and requirements of a police facility. Although a funding request for a new facility has been included in the CIP plan since the space needs study was completed, other citywide projects have had to be prioritized. A new police facility is still the goal.

Over the years, the current facility has fallen into disrepair, and the space needed for staff and police functions is overcrowded, insufficient, and inefficient. Major overhauls of multiple areas are needed including, but not limited to: security, ADA compliance, IT infrastructure and control room, evidence processing and submittal areas, restructure and renovation of detectives, restructure and renovation of all locker rooms, temperature and humidity control in specified areas, equipment storage, archive space upgrades, additional garage/vehicle evidence bays, upgrades to walls, lighting and flooring-to include asbestos abatement and paint, electrical, and plumbing upgrades. Although space and operational efficiencies will still be a major issue, as defined in the space needs study, this project addresses immediate facility deficiencies until a new police facility is approved. The police were allocated 400K in FY21 and in FY22 to begin addressing these issues. However, due to the mold and asbestos remediation of the police facility and city hall building HVAC issues, including in the police department, the focus on the deficiencies detailed in FY21 and FY22 have only been partially addressed, with most of the projects delayed to FY23. The 400K in FY23 will focus on ADA, IT Control Room, Locker Rooms, security, and storage issues.

**Studies Identified & Useful Website Links:**

- [Police Department Facility Study](#)
- [Portsmouth Police Department Homepage](#)
- [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY22-27 CIP:

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	100%	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$1,600,000	\$800,000	\$2,400,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP	0%						\$0	\$0	\$0
<b>Totals</b>		\$400,000	\$400,000	\$400,000	\$400,000	\$0	\$1,600,000	\$800,000	\$2,400,000

# BI-20-RC-25: Greenland Road Recreation Facility



Department	Recreation Department
Project Location	Route 33
Project Type	Construction or expansion of a public facility, street or utility
Commence FY	2023
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Moderate (\$50,001 to \$100,000)

**Description:** Project will be a phased build out of the Stump Dump lot Master Plan. Phase I would include a skatepark, pump track, parking and field. This would also be the main access point to the NH Seacoast Greenway Route (Rail Trail). Additional phases to include walking paths, playground, additional parking, lighting and field upgrades.

- Studies Identified & Useful Website Links:**
- [Skatepark/ Stump Dump Site Design](#)
  - [Comprehensive Recreation Needs Study 2010](#)
  - 2015 Recreation Field Report
  - [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

**Notes of Changes in Funding Plan from FY22-27 CIP:**

Funding moved forward due to City Council motion to build skatepark and field and feasibility work started. Originally - monies in FY25 @ \$500,000 Project was formerly funded under the PW Department (PY number BI-12-PW-23)

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	\$200,000						\$200,000	\$0	\$200,000
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	95%	\$1,805,000				\$6,200,000	\$8,005,000	\$0	\$8,005,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP (Donations)	2%	\$195,000					\$195,000	\$0	\$195,000
<b>Totals</b>	<b>\$200,000</b>	<b>\$2,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,200,000</b>	<b>\$8,400,000</b>	<b>\$0</b>	<b>\$8,400,000</b>

**BI-15-RC-28: Outdoor Pool Aquatics Upgrade and Pool House**

Department	Recreation Department
Project Location	99 Pierce Island Road
Project Type	Rehabilitation of a Facility
Commence FY	2019
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Minimal (\$5,001 to \$50,000)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** This project will be constructed in several phases. The first phase will include upgrades to the pool filter, liner, and pump house. The next phase will include the construction of a new pool house.

#### Studies Identified & Useful Website Links:

- [Outdoor Pool Page](#)
- [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

#### Notes of Changes in Funding Plan from FY22-27 CIP:

In previous years, funding was directed for maintenance and upgrades to the pool itself. In FY22, this project was mainly for the construction of a new pool house. It is being changed to reflect the immediate need for aquatics upgrade in FY23.

The new pool house may / may not be constructed in future years depending on available funding.

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	100%					\$2,500,000	\$4,500,000	\$3,100,000	\$7,600,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP	0%						\$0	\$0	\$0
Totals	\$2,000,000	\$0	\$0	\$0	\$0	\$2,500,000	\$4,500,000	\$3,100,000	\$7,600,000

# BI-23-PW-35: City Fuel Station Upgrades

Department	Public Works Department
Project Location	680 Peverly Hill Road
Project Type	Rehabilitation of an Existing Facilities
Commence FY	2022
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** Replacement of the fuel station at the DPW including replacement of the underground fuel storage tanks, fuel dispenser island, fuel dispensers, canopy, and telemetry system. Existing fuel tanks have reached the end of their useful lifespan.

Studies Identified & Useful Website Links:

- Conceptual Design Report DPW Fuel Station Upgrade

Notes of Changes in Funding Plan from FY22-27 CIP:

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Standard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 22-27	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	100%						\$1,000,000	\$0	\$1,000,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP	0%						\$0	\$0	\$0
<b>Totals</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>



## BI-01-PW-42: Citywide Facilities Capital Improvements



Department	Public Works Department
Project Location	Citywide
Project Type	Rehabilitation of a Facility
Commence FY	Ongoing
Priority	O (ongoing or programmatic)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** The Public Works Department is responsible for maintaining all General Fund municipal facilities. These facilities serve multiple uses. Many facilities need to be updated due to age and usage. A backlog of projects is shown on the next page.

- Studies Identified & Useful Website Links:
- [Facility Condition Assessment 2015](#)
  - [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY22-27 CIP:  
Funding increased because of high priority needs. See listing attached.

	FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
GF	0%						\$0	\$0	\$0
Fed/ State	0%						\$0	\$0	\$0
Bond/ Lease	100%	\$500,000	\$500,000	\$1,000,000	\$500,000	\$500,000	\$4,000,000	\$2,000,000	\$6,000,000
Other	0%						\$0	\$0	\$0
Revenues	0%						\$0	\$0	\$0
PPP	0%						\$0	\$0	\$0
Totals	\$1,000,000	\$500,000	\$500,000	\$1,000,000	\$500,000	\$500,000	\$4,000,000	\$2,000,000	\$6,000,000

**BI-01-PW-42 : Citywide Facilities Capital Improvements**

- Police Station Renovations And Abatement
- 95 Mechanic Street
- City Hall Archive
- City Hall Dept. Renovations
- City Hall Masonry Repointing And Sealing
- City Hall Slate Roof Repairs/Replacement
- City Hall New Carpet Throughout
- City Hall New Paint Throughout
- DPW Complex
- Cottage Basement / Drainage Project
- Library HVAC Controls
- South Meeting House
- Facilities Safety Inspection Action Items

## BI-21-PW-43: Downtown Aerial Utilities Undergrounding



Department	Public Works Department
Project Location	Various
Project Type	Rehabilitation of a Facility
Commence FY	2023
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	Y
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** Opportunities to bury overhead utilities were identified with Eversource, the local utility company, during a citywide reliability and needs assessment meeting. These projects will bury overhead utilities from Fleet St at Hanover St to State St, as well as, Deer St at Market St to Bow St, Penhallow St, Daniel St to Market Square. In addition, these steps will enable the eventual removal of the power lines over North Mill Pond.

**Studies Identified & Useful Website Links:**

- [FY22-FY27 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY22-27 CIP:

More money was added to this project because it will be in conjunction with Fleet Street project (COMBO).

	FY23	FY24	FY25	FY26	FY27	FY28	28	6 PY's Funding	Totals
GF							\$0	\$0	\$0
Fed/ State							\$0	\$0	\$0
Bond/ Lease	\$2,500,000			\$2,500,000			\$5,000,000	\$0	\$5,000,000
Other							\$0	\$0	\$0
Revenues							\$0	\$0	\$0
PPP				\$2,500,000			\$2,500,000	\$0	\$2,500,000
Totals	\$2,500,000	\$0	\$0	\$5,000,000	\$0	\$0	\$7,500,000	\$0	\$7,500,000

## COM-23-PW-93: Bartlett Street

Department	Public Works Department
Project Location	Bartlett Street from Morning Street to Dennett Street
Project Type	Construction or expansion of a new public facility or public infrastructure
Commence FY	2023
Priority	A (needed (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** This project includes reconstruction of Bartlett Street from Cate Street to Dennett Street and Morning Street. Work will include roadway reconstruction, sidewalk replacement and replacement water and sewer mains.

Evaluation Criteria	Quality?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

Studies Identified & Useful Website Links:

Notes of Changes in Funding Plan from FY22-27 CIP:

### COM-23-PW-93: Bartlett Street

			FY23	FY24	FY25	FY26	FY27	FY28	Totals 23-28	6 PY's Funding	Totals
General Fund	Fed/ State	0%							\$0	\$0	\$0
	GF-Capital Outlay	0%							\$0	\$0	\$0
	GF-Bond/ Lease	33%	\$800,000						\$800,000	\$0	\$800,000
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	33%	\$800,000						\$800,000	\$0	\$800,000
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	33%	\$800,000						\$800,000	\$0	\$800,000
	PPP	0%							\$0	\$0	\$0
Total General Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000
Total Water Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000
Total Sewer Fund		33%	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$800,000
<b>Totals</b>			<b>\$2,400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,400,000</b>	<b>\$0</b>	<b>\$2,400,000</b>



## CITY OF PORTSMOUTH

City Hall, One Junkins Avenue  
Portsmouth, New Hampshire 03801  
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(603) 610-7201

Karen S. Conard  
City Manager

**Date:** July 7, 2022

**To:** Honorable Mayor McEachern and City Council Members

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

**Re:** City Manager's Comments on City Council Agenda of July 11, 2022

### ***X. Public Hearing and Vote on Ordinance and/or Resolution:***

**A. Public Hearing and Second Reading of Ordinance Amending Chapter 1, Article IV, Section 1.413 – Trees and Public Greenery Committee:**

Attached please find a proposed amendment to the [Trees and Public Greenery Committee Ordinance](#) amending Chapter 1, Article IV, Section 1.413 in redline format.

*I recommend that the City Council move to pass second reading, and schedule a third and final reading at the August 1, 2022 City Council meeting.*

**B. Public Hearing and Second Reading of Ordinance Amending Chapter 1, Article VIII – Code of Ethics:**

Attached please find a proposed amendment to the [Code of Ethics Ordinance](#) amending Chapter 1, Article VIII as the ordinance would appear if adopted.

*I recommend that the City Council move to pass second reading, and schedule a third and final reading at the August 1, 2022 City Council meeting.*

**C. Public Hearing and Adoption of Resolution Authorizing a Bond Issue and/or Notes of the City Under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of Up to Two Million One Hundred and Fifty Thousand Dollars (\$2,150,000) Related to Well Station Improvements, Water Storage Tank Painting, and Bartlett Street Improvements:**

I am asking the City Council to adopt [the Proposed Resolution for \\$2,150,000](#) for costs related to the projects outlined below:

- [Well Stations Improvements - \\$1,000,000](#)
  - Upgrades to existing well pump stations including upgrades to premium efficiency motors, variable frequency drives, the radio telemetry and

SCADA system and an evaluation of options to improve the efficiency of Collins Well and structural upgrades to the building;

- [Water Storage Tanks Painting - \\$350,000](#)
  - Repaint the Spinney Road Tank; and
- [Bartlett Street - \\$800,000](#)
  - Reconstruction of Bartlett Street from Cate Street to Dennett Street and Morning Street. Work will include roadway construction, sidewalk replacement and replacement of water and sewer mains.

*I recommend that the City Council move to adopt the Resolution as presented.*

**D. Public Hearing and Adoption of Resolution Authorizing a Bond Issue and/or Notes of Up to Three Million One Hundred Thousand Dollars (\$3,100,000) for Costs Related to School Facilities Improvements and Elementary School Upgrades:**

I am asking the City Council to adopt [the Proposed Resolution for \\$3,100,000](#) for costs related to the projects outlined below:

- [School Facilities Capital Improvements - \\$1,600,000](#)
  - Artificial Turf Field Surface Replacement and Tennis Court Replacement at the High School; and
- [Elementary School Upgrade - \\$1,500,000](#)
  - Repair and replacement of exterior windows at Dondero and Little Harbour Elementary Schools.

*I recommend that the City Council move to adopt the Resolution as presented.*

**E. Public Hearing and Adoption of Resolution Authorizing a Bond Issue and/or Notes of the City Under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of Up to Seven Million Three Hundred and Fifty Thousand Dollars (\$7,350,000) for Costs Related to Annual Sewer Line Replacements, Pease Wastewater Treatment Facility, Wastewater Pumping Station Improvements, Sewer Main for Sagamore Avenue Area Sewer Extension, Bartlett Street Upgrades and Fleet Street Utilities Upgrades:**

I am asking the City Council to adopt [the Proposed Resolution for \\$7,350,000](#) for costs related to the projects outlined below:

- [Annual Sewer Line Replacement - \\$500,000](#)
  - Programmatic replacement of sewer specific capital projects including the purchase of pipe and associated materials;
- [Pease Wastewater Treatment Facility - \\$550,000](#)
  - Design and construct replacement for aged equipment and other upgrades for the existing facility;
- [Wastewater Pumping Station Improvements - \\$800,000](#)
  - Plans for the replacement or major rehabilitation of pumping stations and/or force mains that have not been included as separate projects in the CIP;

- **Sewer Main for Sagamore Avenue Area Sewer Extension - \$2,500,000**
  - Additional costs for the project so that the sewer main can be constructed in conjunction with the project area south of Sagamore Creek. *Note: Due to increases in the estimated cost for this project, the requested funding has increased by \$300,000 from the original FY23 CIP project;*
- **Bartlett Street - \$800,000**
  - Reconstruction of Bartlett Street from Cate Street to Dennett Street and Morning Street. Work will include roadway construction, sidewalk replacement and replacement of water and sewer mains; and
- **Fleet Street Utilities Upgrade and Streetscape - \$2,200,000**
  - Sewer separation project required through the City's Long Term Control Plan and Supplemental Compliance Plan including water, sewer, drainage upgrades along with eventual full streetscape rework and other pedestrian enhancements.

*I recommend that the City Council move to adopt the Resolution as presented.*

F. **Public Hearing and Adoption of Resolution Authorizing a Bond Issue and/or Notes of Up to Nine Million Five Hundred and Five Thousand Dollars (\$9,505,000) for Costs Related to Police Facility Deficiencies Improvements, Outdoor Pool Aquatics Upgrade and Pool House, Citywide Fuel Station Upgrades, Greenland Road Recreation Facility (Skateboard Park), Citywide Facilities, Aerial Utilities Undergrounding and Bartlett Street Improvements:**

I am asking the City Council to **adopt the Proposed Resolution for \$9,505,000** for costs related to the projects outlined below:

- **Police Department Deficiencies - \$400,000**
  - ADA Requirements, IT Control Room upgrades, Locker Room Deficiencies, Security and Storage improvements;
- **Greenland Road Recreation Facility (Skateboard Park) - \$1,805,000**
  - Phased build out of the Stump Dump lot including a skatepark, pump track, parking and field;
- **Outdoor Pool Aquatics Upgrade and Pool House - \$2,000,000**
  - Upgrades to the pool filter, liner and pump house;
- **City Fuel Station Upgrades - \$1,000,000**
  - Replacement of the fuel station at the DPW including replacement of the underground fuel storage tanks, fuel dispenser island, fuel dispensers, canopy and telemetry system. Existing fuel tanks have reached the end of their useful lifespan;
- **Citywide Facilities Capital Improvements - \$1,000,000**
  - Many facilities need to be updated due to age and use. A backlog of projects will be addressed with this funding including the following backlog: Police Station Renovations and Abatement, 95 Mechanic Street, City Hall Archive, City Hall Dept. Renovations, City Hall Masonry Repointing and Sealing, City Hall Slate Roof



Repairs/Replacement, City Hall new carpet throughout, City Hall new paint, DPW Complex, Cottage Basement/Drainage Project, Library HVAC Controls, South Meeting House and Facilities Safety Inspection Action Items;

- [Downtown Aerial Utilities Undergrounding - \\$2,500,000](#)
  - Projects will bury overhead utilities from Fleet Street at Hanover Street to State Street as well as Deer Street at Market Street to Bow Street, Penhallow Street, Daniel Street to Market Square and eventual removal of the power lines over North Mill Pond; and
- [Bartlett Street - \\$800,000](#)
  - Reconstruction of Bartlett Street from Cate Street to Dennett Street and Morning Street. Work will include roadway construction, sidewalk replacement and replacement of water and sewer mains.

*I recommend that the City Council move to adopt the Resolution as presented.*

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

### **1. Approval of Agreement for Association of Portsmouth Teachers:**

Attached please find a [proposed Agreement between the City of Portsmouth and the Association of Portsmouth Teachers](#) for your consideration.

*I recommend that the City Council move to approve the proposed Agreement with the Association of Portsmouth Teachers as presented.*

### **2. Temporary Construction License for Ten State Street, Unit D:**

The City has received [the attached request from Ten State Street, LLC for a temporary construction license](#) to use the dead end area at the end of State Street (alley between 10 State Street and Prescott Park) for work associated with improvements to Unit D at 10 State Street. Ten State Street, LLC currently has an encumbrance permit (ENCM 22-32) but the encumbrance will go beyond 30 days so a license is required under City Council Policy No. 2018-02, "License Fee for Encumbrance of City Property". The license area is shown on [the attached plan](#). The total license area is 1,000 square feet. Per City policy, the license fee to encumber city property is \$.05 per square feet. 1,000 square feet x \$0.05 = \$50 a day.

The term of the license is from August 2, 2022 through January 31, 2023, for a total of 183 days. The total cost for encumbering city land during the term of the license is \$9,150 (\$50 x 183).

The [attached proposed agreement](#) provides that the City Manager may extend this license for an additional six (6) months and if the license area is returned to the City prior to the expiration of the license term, the City will return to the applicant the portion of the license fee already paid to the City.

The Planning and Legal Departments have reviewed and approved the proposed temporary construction license.

*I recommend that the City Council move that the City Manager be authorized to execute and accept the temporary construction license regarding 10 State Street Unit D as submitted.*

**3. Request for Restoration of Involuntarily Merged Lots at 880 Woodbury Avenue:**

Applicant Dale Whitaker has submitted an application/request to the City for Restoration of Involuntarily Merged Lots for the property located at 880 Woodbury Avenue, Portsmouth, New Hampshire; Map/Block/Lot number 0236--0052—0000, located in the Single Residence B (SRB) zoning district. The applicant has provided preliminary documentary support for his request. Additional research will be required to verify the documentary record.

RSA 674:39-aa requires the City Council to vote to restore “to their premerger status” any lots or parcels that were “involuntarily merged” by municipal action for zoning, assessing, or taxation purposes without the consent of the owner. Unlike all other lot divisions, there is no statutory role for the Planning Board in this process nor is there any requirement for the City to hold a public hearing. However, in Portsmouth the City Council has historically referred such requests to the Planning Board to conduct a public hearing.

The statute defines “voluntary merger” and “voluntarily merged” to include “any overt action or conduct that indicates an owner regarded said lots as merged such as, but not limited to, abandoning a lot line” (RSA 674:39-aa, I). It is therefore the City Council’s responsibility to determine whether a merger was voluntary (i.e., requested by a lot owner) or involuntary (implemented by the City without the owner’s consent). If the merger was involuntary, the Council must vote to restore the lots to their premerger status. Following such a vote, the City GIS and Assessing staff will update zoning and tax maps accordingly. It will then be up to the owner to take any further action to confirm the restoration to premerger status, such as recording a plan at the Registry of Deeds.

It is important to note that the granting of a request to restore lots to their premerger status does not mean that the resulting lots will be buildable or, if already developed, will conform to zoning. The statute states that “The restoration of the lots to their premerger status shall not be deemed to cure any non-conformity with existing land use ordinances” (RSA 674:39-aa, V).

For example, the restored lots may not comply with current zoning requirements for lot area, frontage and depth, and the re-establishment of a lot line between any two pre-merger lots may introduce a new nonconformity with respect to maximum allowed building coverage or a minimum required side yard where a building already exists on one of the premerger lots. In such cases, the owner(s) of the applicable lot(s) would have to apply to the Zoning Board of Adjustment for the necessary variances to restore zoning compliance or to allow future development.

*I recommend that the City Council move to refer this request to the Planning Board and the Assessor for a report back.*

4. **Revocable License for 50 Coakley Road:**

Attached please find a memorandum from City Attorney Sullivan regarding a request for a fence located at 50 Coakley Road.

*I recommend that the City Council move to authorize the City Manager to negotiate and execute a revocable license which would authorize John and Christina Gallmeyer of 50 Coakley Road to construct and maintain a fence on the property of the City as requested and described in their email of June 14, 2022.*

5. **Right to Know Request of Christopher White:**

Attached please find a memorandum from City Attorney Sullivan regarding a Right to Know Request from Christopher White.

*I recommend that the City Council move, pursuant to RSA 91-A:3, to unseal the minutes of the City Council non-public session held on March 7, 2022 insofar as they relate to the Audit Committee.*

***XII. Consent Agenda:***

A. **Projecting Sign License for 111 State Street:**

Permission is being sought to install a projecting sign at 111 State Street that extends over the public right of way, as follows:

Sign dimensions: 44” x 39”

Sign area: 12 sq. ft.

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

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

B. **Projecting Sign License for 295 Maplewood Avenue:**

Permission is being sought to install a projecting sign at 295 Maplewood Avenue that extends over the public right of way, as follows:

Sign dimensions: 30” x 26”

Sign area: 5.4 sq. ft.

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

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

**C. Projecting Sign License for 40 Bridge Street:**

Permission is being sought to install a projecting sign at [40 Bridge Street](#) that extends over the public right of way, as follows:

Sign dimensions: 24" x 24"

Sign area: 4 sq. ft.

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

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

***XIII. Presentations and Written Communications:***

**A. Presentation Regarding Statistical Revaluation:**

The City Assessor, Rosann Maurice-Lentz, will be providing a presentation at this evening's meeting regarding the Statistical Revaluation. [A memorandum is attached](#) providing additional information.

**B. Presentation Regarding Prescott Park Master Plan Implementation:**

At this evening's City Council meeting, Tom Watson, the Chair of the Mayor's Blue Ribbon Committee (BRC) for the implementation of the Prescott Park Master Plan, and Department of Public Works staff will make a brief presentation on the status of the first Phase of the Master Plan's implementation design and, current considerations affecting its scope, budget and schedule.

The Blue Ribbon Committee met on June 8, 2022 to review progress of the Phase 1 design effort with City staff, and the City’s design consultant Weston & Sampson and Touloukian Touloukian to consider a modified Phase 1 scope and schedule.

The project design team advised the Blue Ribbon Committee that the original Phase 1 scope of work cannot be completed with the available funding and that the environmental permitting was impacting the design schedule. Given these challenges, a recommended reduced Phase 1 scope of work was recommended with a revised implementation schedule anticipating construction to start spring of 2023. This adjusted Phase 1A scope of work allows Prescott Park Arts Festival to operate throughout the 2023 season without moving the stage or seasonal trailers.

The Blue Ribbon Committee recommends that the City Council approve the modified scope for the Implementation of the Prescott Park Master Plan with the anticipated construction to start spring of 2023. The full presentation is posted on the City’s website at this link: [https://www.cityofportsmouth.com/sites/default/files/2022-06/20220608\\_Prescott%20BRC%20Meeting-sm.pdf](https://www.cityofportsmouth.com/sites/default/files/2022-06/20220608_Prescott%20BRC%20Meeting-sm.pdf).

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

### **A. Acceptance of Donation for the Skateboard Park Lights from Pioneers Board Shop - \$500:**

The City received a donation in the amount of \$500 for the Skateboard Park lights from Pioneers Board Shop.

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

## *XVII. City Manager’s Informational Items:*

### **1. Use of ARPA Funds:**

The City has recently updated its ARPA funding webpage to better identify the amounts that have already been appropriated and the balance remaining:

<https://www.cityofportsmouth.com/city-manager/arpa>.

The updated page also serves to advise the community that a public input process is being developed. We expect the expenditure of the remaining funds to be informed not only by public hearings and traditional public input methods, but by the Public Health and Needs Assessment Study which has been authorized as well as the work of the Blue Ribbon COVID-19 Recovery Task Force.

**AGREEMENT**

**BETWEEN THE**

**PORTSMOUTH SCHOOL BOARD**

**AND**

**ASSOCIATION OF PORTSMOUTH TEACHERS**

**Effective from July 1, 2019 through June 30, 2022**

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## SECTION I - BOARD AND ASSOCIATION

### Article 1

#### RECOGNITION

For the purposes of collective negotiations pursuant to RSA 273-A, the BOARD recognizes the ASSOCIATION as the exclusive representative of all professional employees of the Portsmouth School System whether under contract, on leave or employed. Professional employees shall include any individual employed by the Portsmouth School System, the qualifications for whose positions are such as to require them to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of professional school personnel, EXCEPT that the term does not include members of the Superintendent's Advisory Council. This council consists of Principals, Directors, Coordinators, and Central Office Administrators. The ASSOCIATION agrees to negotiate for all professional employees without discrimination and without regard to membership in the ASSOCIATION.

### Article 2

#### DUES DEDUCTION

The BOARD agrees to deduct from the salaries of its employees dues for the ASSOCIATION OF PORTSMOUTH TEACHERS, NEA-NH, and the National Education Association as said teachers authorize the BOARD to deduct. A check will be written to the ASSOCIATION equal to the amount deducted on a month-to-month basis. Any member wishing to cease dues deduction will provide written notice to the Association and once received, the Association will notify the district to cease dues deductions.

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### Article 3

#### LABOR AGREEMENT

The BOARD and ASSOCIATION agree that the District shall provide the President of the ASSOCIATION the following information electronically in EXCEL format for each bargaining unit member bi-annually: (on or before September 15<sup>th</sup> and again on or before January 15<sup>th</sup> of each year)

*Employee name, Date of hire, Position, Work location, Salary schedule step, Full or part time status, Wage rate, Home mailing address (including street, city/town, state and zip code), Home Phone, Stipend, Work email address*

Furthermore, the BOARD and ASSOCIATION agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees, elected insurance plans (e.g. Single, 2 person or Family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan elected.

The ASSOCIATION agrees that the School District will be held harmless for providing the information outlined above.

**Article 4  
PRESIDENT OF APT**

The President of the ASSOCIATION OF PORTSMOUTH TEACHERS and/or his or her designee shall be released at full pay not to exceed the equivalent of three (3) days per year and the ASSOCIATION will reimburse substitute costs to the school system.

**Article 5  
EMERGENCY BOARD ACTION**

The BOARD, subject only to the language of this AGREEMENT, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district. In an emergency affecting the health, safety, or welfare of the students of the schools, the BOARD may take whatever actions it deems necessary.

However, the Board does recognize its obligations to negotiate with the Association per RSA 273-A over changes to employee working conditions, health and safety, benefits and protections during the period of emergency/pandemic/crisis etc, if so requested by the Association.

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**Article 6  
ASSOCIATION MEETING**

The first semi-annual meeting of the Teachers' Association will be between the hours of 8 a.m. and 3 p.m. on athe workshop day that precedes the opening of school. This meeting will be approximately one (1) hour in length.

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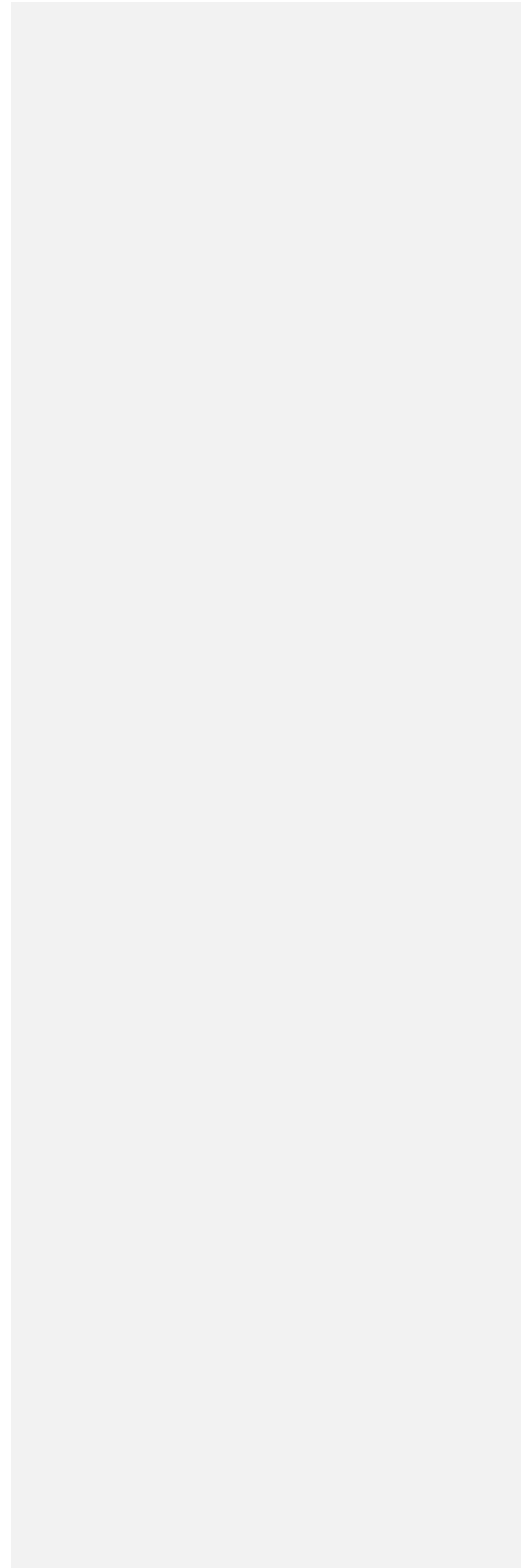
**Article 7  
USE OF SCHOOL BUILDINGS**

The ASSOCIATION and its representatives shall have the right to use school buildings at all reasonable hours for meetings. This use must be within the hours when custodians are regularly employed and within accepted school policy.

**Article 8  
ASSOCIATION - USE OF FACILITIES AND EQUIPMENT**

8.1 Representatives of the ASSOCIATION and their affiliates shall be permitted to transact ASSOCIATION business on school property at all reasonable times, provided that this shall not disrupt normal school operations.

8.2 The ASSOCIATION and its representatives shall have the right to use school facilities and office equipment. The ASSOCIATION shall pay for the costs of all materials and supplies incidental to such use.



**Article 9**

**BULLETIN BOARDS AND MAILBOXES**

9.1 The ASSOCIATION and its representatives shall have the right to put notices and matters of ASSOCIATION concern on teacher's bulletin boards; at least one shall be provided in each building.

9.2 The Executive Board of the ASSOCIATION shall have the right to place notices, circulars, and other material in the teachers' mailboxes, provided that such materials shall not relate to any State, local or national political matter of a non-educational nature, or any partisan political electioneering material. The ASSOCIATION shall take all reasonable steps to ensure that the material is not slanderous, libelous, or in any way flagrantly harmful to the school, its staff, or any other individual or group. ~~Any materials will be in good taste. Copies of all materials distributed to the general membership, exclusive of material distributed to the Executive Board shall be given to building principals and the Superintendent, but their approval will not be required.~~

**Article 10**

**SCHOOL BOARD MAILINGS**

~~The Superintendent will send to the employee representative all materials provided for the School Board meetings in a timely manner.~~

**Article 11**

**ASSOCIATION BUSINESS DURING THE SCHOOL DAY**

Designated representatives of the ASSOCIATION shall be allowed to receive telephone calls and other communications concerning ASSOCIATION business at any time during school hours providing it does not disrupt the teacher's classroom assignment or interfere with the daily operation of the school.

**Article 12**

**TEACHER/ADMINISTRATOR MEETINGS**

The BOARD recognizes the right of all teachers to receive advice if they so desire. If a teacher meets with an administrator, the teacher, upon hearing the topic to be discussed, may request a representative from the ASSOCIATION to attend the meeting. ~~This will apply in all cases except where the safety or welfare of a student is seriously threatened.~~

**Article 13**

**NEGOTIATION PROCEDURE**

13.1 The parties agree to enter into collective negotiations over a successor AGREEMENT in accordance with RSA 273-A Statutes of New Hampshire. Not later than October 4<sup>th</sup> of the year preceding the expiration of this AGREEMENT, the parties agree to enter into negotiations, in accordance with procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party concerning salaries and fringe benefits and other conditions of employment. Any agreement reached shall be reduced to writing and signed by the BOARD and ASSOCIATION. The BOARD shall make a good-faith effort to secure the funds necessary to implement said AGREEMENT. If such funds are not forthcoming, the BOARD and the ASSOCIATION shall resume

negotiations regarding the matters affected thereby, in accordance with the provisions of the AGREEMENT.

13.2 The BOARD and the ASSOCIATION may, if they so desire, utilize the services of outside consultants, and may call upon professional representatives to assist in negotiations.

13.3 ~~The BOARD and ASSOCIATION will find a mutually agreed upon mediator. A mediator shall be appointed by PELRB acting on its authority under RSA 273-A. The parties shall make selections in order of preference and return the list to PELRB for appointment.~~ The mediator shall meet with the parties or their representatives, or both, as soon as possible, either jointly or separately, and shall take such other steps, as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. If the dispute is not resolved prior to the thirty (30) days after the impasse is declared and the parties agree in advance, the mediator shall recommend terms of settlement regarding the disputed matters submitted. Said recommendations shall be made within thirty (30) days of his/her appointment. Either the BOARD or the ASSOCIATION may make such findings and recommendations public if no agreement is reached within ten (10) days after their receipt from the mediator.

13.4 The costs for the services of the mediator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the BOARD and the ASSOCIATION.

#### Article 14

#### AGREEMENT PROVISIONS

14.1 This AGREEMENT shall be construed as a BOARD policy for the terms of said AGREEMENT, and the BOARD shall carry out the commitments contained herein, and give them full force and effect as though they were BOARD policy.

14.2 The BOARD agrees not to negotiate with any teachers' group or association, other than the designated unit in regard to any matter subject to negotiations under Article 13, Section 1 of this AGREEMENT. ~~as long as the ASSOCIATION shall represent a majority of the professional employees of Portsmouth, New Hampshire School System.~~ This shall not prevent the BOARD from communicating or consulting with any individual teacher or group of teachers for any purpose the BOARD shall deem desirable in the discharge of responsibilities, nor shall it preclude any teacher from appearing before the BOARD in his/her own behalf on matters relating to employment by the BOARD.

14.3 This AGREEMENT may not be modified, in whole or in part, by the parties, except by an instrument in writing, duly executed by both parties.

14.4 Whenever any notice is required to be given by either party to this AGREEMENT to the other, pursuant to the provisions of this AGREEMENT, either party must do so by registered or certified mail, at the following addresses:

If by ASSOCIATION, to: School Administrative Unit 52  
1 Junkins Ave, Suite 402  
Portsmouth, NH 03801

If by BOARD, to: President of the Association, or

his/her designee, at the appropriate address filed with the BOARD.

14.5 Except as this AGREEMENT shall hereinafter otherwise provide, all terms, conditions, of employment, and benefits in effect at the time this AGREEMENT is signed shall continue to be so applicable. Unless otherwise provided in this AGREEMENT, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms, conditions of employment, and benefits existing prior to its effective date.

14.6 If any provision of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

14.7 If any article or part of this AGREEMENT is held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the AGREEMENT shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

#### **Article 15**

##### **CONTINUITY OF OPERATIONS**

15.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year, and the avoidance of disputes, which threaten to interfere with such operation. The ASSOCIATION accordingly agrees, during the period of this AGREEMENT, that it will not, nor will any of its members acting in its behalf cause, authorize, or support, nor will any of its members take part in, a strike against the Portsmouth School System.

15.2 In the event that negotiations do not bring about an agreement by July 1 or a revised agreement by September 1, this contract remains in effect until an agreement is reached.

15.3 If negotiations are resumed due to a budget reduction and no revised agreement is reached by September 1, neither party shall take any action to impair the operation of the schools.

#### **Article 16 A**

##### **NON-DISCRIMINATION/JUST CAUSE/EMPLOYEE RIGHTS**

16A.1 The BOARD and the ASSOCIATION agree that they will not discriminate against employees on the basis of race, creed, color, gender (including transgender), sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, military service, religion, or any other status or characteristic protected by Federal, State or local law.

The Board and the Association also agree that unlawful harassment based on any status or characteristic protected by Federal, State or local law is unacceptable conduct that will not be condoned by the Board or the Association.

16A.2 Teachers under a continuing contract who are not to be re-employed in the district shall be notified in writing no later than April 1.

No teacher shall be non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause, except that the non-renewal or dismissal of teachers during their probationary period in the district will be dealt with according to RSA 189:13 and 14 and shall not be subject to the grievance procedure.

Discipline shall be progressive in nature.

16A.3 Additional principles of progressive discipline shall be:

- i. Any employee discharged must be paid in full for all wages and benefits owed him or her *up to date of discharge* by the BOARD.
- ii. The BOARD agrees to notify each employee in the bargaining unit and the ASSOCIATION of all changes to existing work rules on the school staff resource page. New employees shall be provided with a copy of the work rules at the time of hire. Such rules shall be reasonably related to the duties and responsibilities of employees in the bargaining unit, shall not conflict with the terms of this Agreement, and shall be uniformly applied and enforced.
- iii. Suspension of an employee pending BOARD hearing and determination shall be with pay. A suspended employee shall be entitled to a hearing before the BOARD within ten (10) working days.
- iv. Whenever an employee is called before an administrator, the Superintendent, or the BOARD concerning any disciplinary matter or potential disciplinary matter. Employees will be notified that they are entitled to have an ASSOCIATION representative and/or NEA-NH Uniserv Director present for advice and representation during such meeting.
- v. Any certified professional employee who is suspended and believes the suspension is without just cause may grieve the suspension and any loss of pay. Any certified professional employee whose suspension is reduced or revoked shall receive all pay for those days of suspension which are reduced or revoked.

#### **Article 16 B**

##### **RE-EMPLOYMENT NOTICE**

16B.1 It is understood by both parties, that a teacher who is re-employed off the RIF list and has never taught in that certified area, in a contracted capacity, will be placed in that position on a one-year trial basis. That teacher will demonstrate competency in that new position. The teacher will devote 40 of the next 50 professional development hours to the new teaching assignment. Further, it is expected that 15 of those 40 hours will be accumulated during that first year.

Said teacher's status for employment in other certified areas will NOT be affected by Article 16.1B.



Teachers so re-employed will be observed at least two (2) times resulting in an evaluation prior to January 1. If as a result of evaluations, the teacher is not renewed, he/she will be notified in writing with reasons stated no later than April 1. He/she will return to RIF list in that certification and will not be rehired in that certification until he/she has demonstrated competence in a position in that certification.

**Article 17**

**RIGHTS OF THE PARTIES**

There shall be no reprisals taken against any teacher by reason of membership in the ASSOCIATION or participation in its lawful activities, nor shall action be taken against a teacher for processing a grievance.

**Article 18**

**HEALTH AND SAFETY**

18.1 The BOARD shall provide a safe and healthy classroom and campus environment.

18.2 The ASSOCIATION and The BOARD agrees that any issue regarding health and safety, including unhealthy working temperatures, will be brought to the building Administration and Superintendent in an attempt to resolve the issue prior to any formal action being taken. Resolution may include portable A/C or heating units, additional fans, or cooling stations.

~~18.3 The BOARD will reimburse each teacher the fee for the criminal record check charged by the Department of Safety when teachers renew their state certificate.~~

**SECTION II - RESPONSIBILITIES OF PROFESSIONAL EMPLOYEES**

**Article 19**

**WORK YEAR**

19.1 The teacher work year shall be no more than 187 days except that teachers initially entering the Portsmouth School System will be expected to appear one additional day prior to the opening of school.

19.2 The Association shall be responsible for the development of the school calendar. The Association shall make a provision for staff, SAU #50 and parent input, and shall consult with the Superintendent. The Association shall provide a final draft of the calendar to the School Board for final approval by the first meeting in February.

19.3 Any member required by the School Department to work beyond his/her contracted days will be paid on a per diem based on position and current step for the fiscal year in which the extra work is performed, with the exceptions noted in 19.1.

19.4 Some teachers, specialists or librarians, may have work situations that require one (1) or more days in-school time at the beginning and/or at the end of the school year without normal student contact. These professionals shall have the number of student free days equal to the number of buildings in which they teach. This Section shall apply to elementary school teachers in Physical Education, Art, Music, English Second Language, Speech, Occupational Therapy, and Computer.

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## Article 20

### TIME REQUIREMENT

20.1 An eight (8) hour "on-site" workday will be established with a duty free, uninterrupted lunch period of 25 minutes or the student lunchtime, whichever is greater. Teachers are expected to be available to:

- A. Aid students on an after-school basis as needed.
- B. Attend department or other professional staff meetings designed to provide meaningful professional growth or to clarify school business in general.
- C. Conduct parent conferences.
- D. Participate in Student Evaluation/Placement Team meetings as necessary.
- E. Participate in other school-related activities as scheduled by the administration, such as the distribution of report cards and, parent-teacher group meetings, ~~and school-sponsored activities~~. Participation and attendance assignments will be distributed among all staff as equitably as possible.
- F. Participate in meetings programmed and attended by those teachers and administrators involved. These meetings will not exceed two (2) hours per week, except in rare circumstances, and shall not be held during teacher planning time unless mutually agreed upon between the teachers and the administrators involved.

20.2 The eight (8) hour day shall be spent on school site and may include classes, study halls, student contact, planning, peer coaching, training, meeting in collegial groups, or other activities. As professionals, teachers need time in their schedule for other activities related to the educational process.

20.3 ~~Elementary-T~~teachers will have at least a 45 minutes planning period daily within the confines of the student day (with the exception of PEEP teachers, who may have their planning time after the student day). In rare circumstances, Administration may require ~~elementary~~ teachers to participate in a meeting during this time.

20.4 All part-time teachers will share classroom and duty assignments and responsibilities in proportion to their percentage of salary.

20.5 No more than two (2) periods per semester per subject certification may be filled with part-time employees unless special circumstances arise.

20.6 All teachers are expected to be in school a reasonable amount of time before and after school.

20.7 Work may be accomplished within the building or other appropriate setting. Before leaving the building, the teacher must inform the principal or supervisor of his/her destination, purpose and expected time of return.

20.8 The SAU will make every effort that is practical and possible to provide teachers with access to a telephone or district issued device, which allows for confidential communications with parents.

## Article 21

**RELATIONSHIP OF PROFESSIONAL AND ~~PARAPROFESSIONAL- PARA-EDUCATOR~~ STAFF**

- 21.1 A professional is defined as any person hired for a position for which professional certification is required and who bears the primary responsibility for the educational process in his/her area.
- 21.2 Professional and ~~paraprofessional- para-educators~~ staff shall work together to provide quality education to the students in the Portsmouth Schools.
- 21.3 Professional staff may initiate and will participate in the process to determine the students to be assigned to the ~~paraprofessional- para-educators~~ staff.
- 21.4 Professional staff shall participate in the selection of materials and preparation of the program to be implemented by the ~~paraprofessional staff- para-educators~~ to plan lessons, implement lessons, diagnose, and/or evaluate.

**Article 22**

**TEACHERS' HANDBOOK AND BOARD POLICIES**

- 22.1 ~~Each teacher shall be provided with one (1) copy of the appropriate school handbooks in September of each year. The Superintendent's office shall furnish the elementary teachers with the standard system-wide regulations and the individual building principals shall furnish respective building regulations. District and School Employee handbooks shall be made electronically accessible to all staff.~~
- 22.2 ~~The BOARD agrees to furnish each school in the district with at least one copy of the BOARD policies.~~
- 22.3 ~~The BOARD agrees to furnish the ASSOCIATION with five (5) current copies of the staff directory.~~
- 22.24 ~~The cost of printing this agreement will be shared equally between the BOARD and the ASSOCIATION. The contract will be available at all times to all employees on the city website for Collective Bargaining Agreements.~~

**Article 23**

**CLASS SIZE**

- 23.1 The School Board recognizes the importance of establishing appropriate class size in order to meet the needs of all learners in the classroom. The school board will make every effort to keep class size at 20:1 or lower in grades K-5. Similarly, the school board is cognizant of class size at the middle and high school levels and desires appropriate class size in order to learn in small groups, have one on one interactions and permit teachers to craft different strategies for children in their classes and therefore will make every effort to keep class size at a 24-27:1 or lower in grades 6-12. The district will, by law, not exceed the standards set forth in Ed 306.17, Class Size:
  - a. K-2, 25 students or fewer per educator, provided that each school strive to achieve the class size of 20 students or fewer per educator

- b. Grades 3-5, 30 students or fewer per educator, provided that each school strive to achieve the class size of 25 students or fewer per educator
- c. Middle and High School, 30 students or fewer per block/period per educator
- d. Class size requirements may be exceeded in study halls, band or chorus
- e. In the interest of safety, the maximum number of students in laboratory classes such as science or career and technical education shall be determined by the number of work stations designed for the area and in no case shall exceed 24 students.

23.2 The District recognizes that certain students require more attention from the classroom teacher than do others. Therefore, in determining class sizes, the varied needs of all students will be considered, whenever possible.

**Article 24**

**PROFESSIONAL DEVELOPMENT**

24.1 It is the responsibility of the employee to continually participate in Professional Development and other training, both within and outside the district, for the purpose of professional growth and re-certification requirements. Employees are responsible for obtaining the required number of professional development hours in their area(s) of certification to fulfill the three-year timelines as outlined by the Department of Education.

It is the responsibility of the employer to provide during the school year in-service training to all employees whose assignments require them to teach students who have individual educational programs. Such in-service training shall focus on P.L. 94-142, other relevant laws, regulations, and standards of a like nature, and shall address especially the technical aspects involved in developing individualized educational programs and satisfying the requirements of the law.

**Article 25**

**TEACHER RESPONSIBILITIES**

25.1 Teachers are expected to attend team and parent conferences at mutually agreeable times.

25.2 Teachers' attendance at open house or visitation times scheduled for parent participation is vitally important. Teachers who are unable to attend may be asked to submit in writing their reasons to their principal.

**Article 26**

**CONTINUOUS IMPROVEMENT PROCESS AND TEACHER EVALUATIONS**

26.1 It is understood that a key component to professional growth will involve a requirement that each teacher establish annual goals, which are measurable and ensure continuous improvement and achievement of student outcomes. These goals and their attainment shall be part of the evaluation process, ~~hereby known as the Plan for Teacher Effectiveness.~~

~~The parties agree and the BOARD delegates to the professional staff and Administration, the responsibility of organizing and implementing a Plan for Teacher Effectiveness. Representation will be offered to each level and there will be opportunity for all buildings to be represented.~~

Staff input into future staff evaluation changes is recognized as being highly desirable and the administration will continue to consult the staff and the ASSOCIATION President, or his/her designee, in preparing and reviewing changes or additions. Final acceptance of any change will be the responsibility of the Superintendent and the BOARD.

~~Plan For Teacher Effectiveness. The evaluation system will be established in such a way as to coordinate teachers and administrators' efforts in achieving the goals of the district and a responsibility for achieving student outcomes. This panel will establish criteria for valid evidence to be used in demonstrating continuous growth and effective teaching.~~

The educational process is an extremely complex one and professional staff striving for excellence is the most important element in a sound educational program. Thus, evaluation of the educational process is essential and ongoing in order to ensure the retention of highly effective professionals.

Professional Staff Evaluations should serve the following purposes:

1. To aid the individuals to grow professionally.
2. To encourage high standards in the field of education.
3. To enhance the quality of educational services to the students' community.

Staff evaluations are designed to be positive in nature and to promote professional growth. There may be cause, as a result of the evaluation process which dictates that the BOARD dismiss, non-renew, or direct other appropriate action be taken in individual cases.

26.2 Employees are required to submit a PLC SMART goal, and a professional goal, and 1a personal goal focused on growth in a component or domain in Danielson's framework.—PLC work will not be dependent on a particular result in learning, but rather, submitting SMART goals and collecting evidence of student learning must suggest authentic implementation of PLC practice. If any goal(s) are not approved the employee will meet with their Administrator to revise the goal(s) in order to meet the district standards. Employees are also required to complete a self-evaluation of their progress towards their the set goals.

26.3 Since evaluations are designed to provide accurate feedback to staff on performance against set standards, Danielson's framework or other mutually agreed upon evaluation tool, for effective teaching will serve as the basis of an evidence-driven process of evaluation. Staff may choose evidence beyond the administrator's observations to contribute to the evaluation according to Danielson's rubrics.

26.4 All evaluations shall include appropriate observations by Administration. Additional evidence may include, but is not limited to, lesson or unit plans, videos of instruction, student assessments, and other professional contributions.

The evaluation, over time, should evidence a teacher's growth in performance toward distinguished according to Danielson's rubrics, or other mutually agreed upon evaluation tool.

26.5 For the purpose of evaluations, the year will be considered from April 1 through March 31, except that first year teachers will be evaluated from September through June, unless stated otherwise in the continuous improvement plan their growth plan.

26.6

## Evaluation

When an Administrator ~~makes and signs a written~~ writes an evaluation ~~and/or formal observation~~ of a teacher, a copy will be ~~given~~ routed to the teacher who will acknowledge receipt ~~thereof in writing~~; ~~a copy will be given to the evaluator~~; ~~and one copy will be filed in their personnel file which will be housed in the Superintendent's office~~. ~~The teacher will be presented a copy of the evaluation and/or formal observation no later than ten (10) school days after the evaluation and/or formal observation~~. Teachers will have the opportunity to discuss the evaluation ~~and/or formal observation~~ with the administrator prior to signing and submitting to the Superintendent. Such signatures indicate only that the evaluation ~~and/or formal observation~~ has been completed and read by the staff member and not that he/she agrees with it. One copy will be filed in their personnel file in the Superintendent's office. If the teacher wishes to comment on any or all parts of the evaluation, the teacher may file written comments in the teacher's personnel file which is housed in the Superintendent's office within ten (10) school days.

## Observation

When an Administrator conducts a formal observation of a teacher, the teacher will acknowledge receipt. The teacher will be presented a copy of the formal observation no later than ten (10) school days after the formal observation. Teachers will have the opportunity to discuss the formal observation with the administrator and may add their own written comments to the observation document.

~~26.7 If the teacher wishes to comment on any or all parts of the evaluation, the teacher may file written comments in the teacher's personnel file which is housed in the Superintendent's office within ten (10) school days.~~

~~26.78~~ The Plan for Teacher Effectiveness will address providing supports for teachers in need of an academic plan of improvement Directed or Monitored growth plan of improvement. Assistance shall be provided as soon as possible to teachers who are experiencing difficulties meeting professional responsibilities. The parties agree that any ~~academic~~ Professional plan of improvement be reasonable, achievable and measurable to ensure an employee's best chance of success.

~~26.98~~ If the ~~academic Plan of Improvement Directed Growth plan~~ is not achieved, it may result in a BOARD dismissal, non-renewal, and/or other appropriate action.

~~26.40~~ 9 The administration shall make every effort to maximize class instruction time and minimize interruptions of the academic process due to non-academic activities.

~~26.44~~ 10 In conformity with the intent of regulations and standards adopted for the implementation of P.L. 94-142, no employee shall be held accountable if a child does not achieve the growth projected in the Goals and Objectives of the child's Individualized Educational Plan.

## **Article 27**

### **PERSONNEL FILES**

27.1 Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character, and efficiency maintained in his/her personnel file with reference to evaluations of his/her performance in the Portsmouth School District. Any documents to be placed

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in a teacher's folder shall be photocopied and sent to the teacher at the same time they are placed in the folder. No document may be used against an individual if a copy has not been given to the individual.

27.2 ~~In the event that the BOARD or its representative removes materials from an employee's file, a dated notation shall be placed in the file. Upon mutual agreement between the employee, supervisor and/or Superintendent, material may be removed from an employee's record.~~

27.3 No information contained in the files of an employee will be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of pay step.

27.4 Upon notice, each teacher shall have the right to review and reproduce material in his/her personnel file, and to have inserted his/her own written comments regarding the material.

27.5 The district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. No separate file, which is not available for the teacher's inspection, will be established.

## **Article 28**

### **SENIORITY**

28.1 Seniority shall be based on latest date of hire with continuous years of employment as members of the teachers' bargaining unit in the Portsmouth School System with the exception of part-time employees and employees who have taken LOAs or sabbaticals. The date of hire is defined as the meeting date that the BOARD approved the teacher's nomination. If the meeting date cannot be confirmed the date of hire would be September 1 of that year.

The following criteria will be used:

- A. Part-time teachers will receive the same seniority percentage as their salary percentage. Teachers who work less than a full year will receive seniority for each month worked and they will be placed on the seniority list consistent with years worked. If date of hire is earlier than placement on the list then the part-time teacher would be deemed to be more senior.
- B. Required military service will in no way prevent accumulation of seniority.
- C. When two members have the same date of hire, the one that has taken fewer leaves of absence LOA or sabbaticals is senior. A teacher who has more than one LOA or sabbatical will be moved a seniority year down for each LOA or sabbatical with this teacher being more senior of that group.
- D. When two members are equal, the one with the greater number of years in the system is senior.
- E. There is NO break in service for any teacher on the RIF list.
- F. Professional employees in the system may maintain seniority in the bargaining unit by annually joining and paying dues to NEA and NEA-NH or by contributing the same amount to the APT Scholarship Fund.

G. A full-time employee is defined as any employee working 187 days. For purposes of seniority, anyone working more than 187 days will not accrue additional seniority for that school year. For purposes of this article only, approved leave for medical reasons will not be counted against an employee's full time status.

28.2 The BOARD will maintain a current seniority list based on seniority and areas of certification. This list will be updated and posted in every school by March 1st of each school year. A copy of this list shall be mailed to the APT President.

### **Article 29**

#### **ASSIGNMENT CHANGE**

29.1 When either school administration or an employee desires a change in assignment, the party desiring such a change must notify the other in writing. If the transfer of assignment is at the request of the administration, then those teachers with five (5) years or less seniority may be transferred without regard to seniority. When teachers with more than five (5) year's seniority are involved then the least senior may be transferred first. When the transfer request is at the request of the teacher, the decision will be based on sound educational reasons.

29.2 Teachers transferred to another building at the request of the administration in Article 29.1 will be given two (2) days of non-school time with per diem pay to make the move.

29.3 No more than three percent (3%) of the staff may be transferred after August 1st.

29.4 Transfers, assignments or re-assignments within the school building will be excluded from this article except that all transfers will be for sound educational reasons and the person being transferred will be so notified in writing.

29.5 When enrollments necessitate the closing of a school, the administration will meet with the teachers involved to discuss the options available to them. A timeline and procedures (including procedures for the appropriate distribution of materials and equipment) will be developed as far in advance as possible. The administration will attempt to make placements that are compatible with the teachers' areas of strength, experience and preference.

29.6 Any teacher transferring into another teaching certification against his/her will shall be entitled to:

- A. Written reasons for the transfer.
- B. The right to a hearing before the Superintendent within ten (10) school days of the notice of the transfer.
- C. A program with material and guidance to assist the teacher in his/her new area of certification.

### **Article 30**

#### **REDUCTION IN FORCE**

30.1 In the event the BOARD decides it is necessary to reduce the number of teachers



due to reasons of financial exigency, declining enrollment, program elimination or reduction, or the consolidation or elimination of positions, such reduction in force will be made in accordance with the following procedures.

30.2 The Board will make every reasonable effort to minimize the effect of reduction in force. The Board will first examine if it can be accomplished through attrition (retirements, resignations.) The Superintendent shall send written notification to the President of the Association and all teachers whose positions are being reduced or eliminated.

30.3 The decision to implement a reduction in force in a certification area will be made at the discretion of the School Board after all information is received and carefully reviewed. The School Board wishes to retain those teacher who not only have proper certification, but who have relevant teaching experience as well as evidence of involvement in the district and shall consider the following factors (points) in total:

1. Experience, teaching in Portsmouth, in certified area; (1-4 years, 1 point; 5-9 years, 2 points; 10-14 years, 3 points; 15-19 years, 4 points; 20-24 years, 5 points, 25 or more, 6 points)
2. Track / Degree Status (Track A, 1 point; Track B, 1.5 points; Track C, 2 points; Track D, 2.5 points; Track E, 3 points; Track F, 3.5 points; and Track G, 4 points)
3. Professional Responsibility: Each year teachers complete a narrative reflection highlighting their contributions to the district. Teachers will be awarded up three points, a point for every activity where they evidence service to children (co and extra-curricular activities) or participation in school or district committees or projects.
4. Seniority in district (1-4 years, 1 point; 5-9 years, 2 points, 10-14 years, 3 points; 15-19 years, 4 points; 20-24 years, 5 points, 25 or more, 6 points)

<b>Relevant Teaching Experience</b>						<b>Points</b>
1-4 years	5-9 years	10-14 years	15-19 years	20-24 years	25+years	
1	2	3	4	5	6	Maximum of 6 points
<b>Track / Degree Status</b>						<b>Points</b>
Track A	Track B	Track C	Track D	Track E	Track F	Track G
1	1.5	2	2.5	3	3.5	4
						Maximum of 4 points
<b>Professional Responsibility</b>						<b>Points</b>
1 point per activity / committee / stipended or non-stipended co and extra-curricular activities during the prior three years						Maximum of 3 points
<b>Seniority</b>						<b>Points</b>
1-4 years	5-9 years	10-14 years	15-19 years	20-24 years	25+years	
1	2	3	4	5	6	Maximum of 6 points
<b>TOTAL</b>						<b>19 Points</b>

Bumping Rights: The right to bump a less senior teacher in another academic area may only occur if the teacher has taught within the endorsement for a period equal to the least senior teacher in the certified area.

If the Board determines all factors are equal, then seniority will prevail in making the final determination.

30.4 Any substitute work that is likely to result in employment as a permanent substitute will be offered to qualified and certified teachers on the re-employment list whenever possible.

30.5 Teachers so reduced will be re-employed in the inverse order in which they were reduced. Teachers hired before July 1, 1993 will be placed on a re-employment list for five (5) years. New teachers hired on or after July 1, 1993 will be placed on a re-employment list for three (3) years. This list will be updated and posted quarterly. If a re-called teacher accepts or refuses a part-time position, that teacher maintains his/her seniority in reduction in- force recall for any appropriate full-time position. However, if a teacher refuses an offer of full-time contracted re-employment, that teacher's name will be removed from the reemployment list, unless the opening occurs during the school year and/or if the teacher is under contract to another school district for that year. Nonetheless, a teacher may opt to be passed over one (1) time while on the RIF list without permanently being removed.

30.6 Teachers under a continuing contract who are not to be re-employed in the District shall be notified in writing no later than April 1. However, if the individual's position is included in the BOARD'S proposed budget, said individual will be notified of such and that individual would not be subject to RIF recall provisions until August 10, however they would be subject to Article 29 (Assignment Change) and in the case of said teachers, Article 29.3 will be waived.

### **Article 31**

#### **IMPROVEMENT PLANNING**

31.1 The parties agree there will be educational, instructional, and organizational changes implemented in the future through the improvement planning process.

The ASSOCIATION and the BOARD will work cooperatively to implement improvement planning. Neither party will utilize the collective bargaining agreement to impede the implementation of improvement planning goals.

It is understood that the flexibility envisioned by this section does not include changes in seniority, wages, insurance, leave benefits, or length of work year unless specifically negotiated and approved by all appropriate parties.

31.2 Daily Schedules - Teachers will work eight (8) hours but teachers in the same school may work different hours. For example, a school could be open from 7:00 a.m. to 5:00 p.m. and with some teachers working from 7:00 a.m. until 3:00 p.m. and others working from 9:00 a.m. to 5:00 p.m. Teachers with less than full-time contracts will have on-site work days (or work weeks) proportionally reduced.

31.3 Instructional/Duty Time - Daily instructional/duty time shall not exceed six hours. Daily instructional/duty time shall include time assigned to study halls, skill centers, and other assigned student related duties.

31.4 Career Ladder. ~~In 2016-2017 this agreement introduces a career ladder that uses the terms Developing, Professional and Mentor Teacher.~~ Interval is a term used to describe movement on the pay scale. Achievement Units (AUs) describe the knowledge and skill necessary for an educator to evidence to move up on the new pay scale. When educators accumulate 3 AUs as a result of setting goals, reflection of progress towards goals, and completing an annual self-evaluation. they move one interval along the pay scale. All staff must attain 3 AU's each year regardless of their interval standing.

31.5 Teacher Quality Panel (TQP). In 2015-2016, ~~there shall be~~ a joint panel composed of three teachers representing the three grade spans (PK-5; 6-8 and 9-12) and three administrators representing the three levels appointed by the union and the school board was created. The TQP will 1) Establish criteria for evidence used in self-evaluations on Danielson's framework; 2) establish staff training to strengthen peer feedback. TQP appointments will be for a three (3) year term. No employee shall serve more than one (1) consecutive term, unless in the event that no other candidate expresses interest.

### **SECTION III - GRIEVANCE PROCEDURE**

#### **Article 32**

#### **CONTRACT CLARIFICATION**

32.1 Where a teacher or the ASSOCIATION disputes an interpretation and/or application of the contract or conditions of employment implied but not necessarily stated in the written contract, he/she, or the ASSOCIATION may initiate a grievance, except that non-renewal or dismissal of probationary teachers will be dealt with according to State law.

A grievance to be considered under this procedure must be initiated by the employee or the ASSOCIATION within twenty (20) school days of when the employee should have reasonably known of its occurrence.

32.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the BOARD level. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at that step. A decision on the grievance at the BOARD level shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant.

32.3 Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. If the action or inaction being grieved originated with the Superintendent or the BOARD, the grievance may be initiated at the Superintendent's level.

32.4 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) school days, he/she shall set forth his/her grievance in writing to his/her immediate supervisor or Superintendent, if appropriate, specifying: (a) The nature of the grievance and date occurred; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions if any; (d) his/her dissatisfaction with decisions previously rendered; and (e) the remedy requested. The immediate supervisor or the Superintendent shall communicate his/her decision to the employee and ASSOCIATION within five (5) school days of receipt of the written grievance.

32.5 No later than ten (10) school days after receipt of the immediate supervisor's or Superintendent's decision, the employee and ASSOCIATION may appeal the decision to the Superintendent of Schools or BOARD, if appropriate.

The appeal must be made in writing, reciting the matter submitted to the immediate supervisor, as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee and the ASSOCIATION to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days, and the Superintendent shall communicate his decision in writing to the employee and the ASSOCIATION, and the immediate supervisor within ten (10) school days.

32.6 If the grievance is not resolved to the grievant's satisfaction, he/she and the ASSOCIATION, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD, or committee thereof, shall review the grievance and shall, at the option of the BOARD, or upon the request of the grievant, hold a hearing within thirty (30) school days. A decision in writing shall be communicated within thirty (30) calendar days of the hearing. A decision will be deemed communicated to the ASSOCIATION if it is postmarked, first class and return receipt requested, within the time limit.

32.7 If the decision of the BOARD does not resolve the grievance to the satisfaction of the grievant and he/she wishes a review by a third party, he/she shall so notify the ASSOCIATION within five (5) school days of receipt of the BOARD'S decision. If the ASSOCIATION determines that the matter should be reviewed further, it shall, in writing, so advise the BOARD through the Superintendent within ten (10) school days of receipt of the BOARD'S decision. The parties shall then initiate a request for arbitration under the procedure set forth herein.

32.8 The parties shall attempt to reach mutual agreement on an arbitrator. If the parties are unable to reach mutual agreement on an arbitrator within five (5) working days, a request shall be made to the American Arbitration Association, the New Hampshire Public Employee Labor Relations Board, the Labor Relations Connection, or other similar entity on which the parties agree to submit a roster of persons qualified to function as arbitrators in the dispute in question.

32.9 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association, the New Hampshire Public Employee Labor Relations Board, the Labor Relations Connection, or other similar entity on which the parties agree to submit a second roster of names.

32.10 If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association, the New Hampshire Public Employee Labor Relations Board, the Labor Relations Connection, or other similar entity on which the parties agree may be requested by either party to designate an arbitrator.

32.11 Neither the BOARD nor the ASSOCIATION will be permitted to assert any grounds or evidence before the arbitrator, which were not previously disclosed to the other party. The findings of the arbitrator shall be binding on the BOARD, ASSOCIATION, and grievant. Any of the parties may

appeal to the courts the decision of the arbitrator, in accordance with RSA 542 upon the condition that the appealing party pays the reasonable attorneys' fees of both parties relating to the appeal.

32.12 The BOARD, the aggrieved, and the ASSOCIATION shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

32.13 Should the grievant so elect, the aggrieved person shall be represented at all stages of the grievance procedure by his/herself, or by a representative selected or approved by the ASSOCIATION. The ASSOCIATION shall be notified at all levels and has the right to be present at all levels.

32.14 The parties participating in this involvement are guaranteed individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting an appeal with respect to a personal grievance.

32.15 The fees and expenses of the arbitrator shall be shared by the two parties equally.

32.16 If the parties disagree as to the meaning or interpretation of any of the provisions of this AGREEMENT, either party may utilize the clarification procedure set forth in Article 32 in order to resolve said dispute.

32.17 Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance, but only that the parties view the grievance procedure as an expeditious means of resolving grievances.

32.18 All documents, communication, and records dealing with the process of a grievance shall be filed separately from the personnel files of the parties of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of all documents shall be given to the grievant.

## **SECTION IV - LEAVES AND BENEFITS**

### **Article 33**

#### **SHORT TERM LEAVES AND ABSENCES**

33.1 At the start of each contract year, each teacher will be granted seventeen (17) days per year for personal illness or illness in the immediate family. A maximum of ~~four~~ ~~three~~ (4) ~~3~~ days per year for personal business or emergency leave may be used from sick leave. For all employees hired prior to July 1, 2014, there is unlimited accumulation of such leave; all employees hired after July 1, 2014 will accumulate sick leave as set forth in this article to a maximum of one hundred and fifty (150) days. No more than fifteen (15) days per year of paid leave may be used for illness in the immediate family. Personal leave may not exceed ~~three~~ (3) ~~four~~ (4) days per year, unless approved by the Superintendent of Schools.

The teacher will provide twenty-four (24) hours advance notice. Taking a personal day preceding or subsequent to any school holiday or vacation shall require prior approval from the Superintendent.

Personal, Professional, and Sick days will be taken in full day increments, unless a shorter time period is approved by the building administration.

The BOARD will provide one (1) day of additional pay, at the teacher's current pay rate, to any employee who has used no ~~sick days or~~ personal days in a school year.

33.2 For employees hired on or before June 30, 1996, The BOARD agrees to pay 85% of the accumulated short term leaves of absence days to a maximum of 190 days, in a cash payment at the per diem rate which the teacher last earned to any teacher who retires from the system under N.H. State Retirement Laws or upon a teachers voluntary resignation so long as the teacher has worked ten (10) or more years in the system. (The exception to this voluntary resignation provision is that a teacher resigning in the face of dismissal or non-renewal based upon charges of serious criminal misconduct will not be paid for accumulated sick leave under this contract even if the employee voluntarily resigns). All employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this article but shall receive no payout for accumulated short term leave of absent days either upon retirement or voluntary resignation.

33.3 In the event of prolonged absence as a result of accident or illness, the SCHOOL BOARD will consider circumstances that might warrant extension of full or partial sick pay.

33.4 A Personal Employee Leave Bank is hereby established which entitles an individual for reasons of personal illness or maternity leave to borrow, in advance, sick leave not yet accumulated, not to exceed thirty (30) days. Upon implementation of this contract any employee who is in ~~excess of thirty (30)~~ negative days shall be expected to work with the business office to establish a repayment plan to address ~~excess~~ negative days in a reasonable and timely manner. These days must be repaid before the employee resigns or retires from the district. Such repayment will be waived in cases where an employee's separation from employment with the District is due to death or permanent disability. It may also be waived on a case-by-case ~~base~~ basis.

33.5 Any teacher receiving sick bank benefits or income protection benefits ~~under Section IV, Article 37.4~~ shall be entitled to life insurance, retirement, disability insurance and health insurance for a period of one (1) year, on the same terms as an active employee. After one (1) years, the teacher will have the option of continuing these benefits at ~~his or her~~ their own expense. While the teacher is ~~on disability, he/she~~ receiving sick bank benefits or income protection benefits, they will be deemed to be under contract to the school system.

### 33.6 Parental Leave

Any person covered under this agreement shall be granted available sick leave for the purpose of adopting or giving birth to a child. The duration of ~~sick continuous working days of sick~~ leave may be six (6) weeks, or longer when as determined medically necessary by a doctor, within the first year of the child's arrival. ~~It is understood that persons covered under this agreement may use any available sick leave for this purpose. It is understood that FMLA may also be utilized for these purposes.~~

A leave of absence shall be granted to a permanent, full-time employee, who has been employed for at least one (1) year before said application. Such leave will commence at the time recommended by the employee's standing physician and/or initial placement of the child occurs. Such leave shall not exceed the conclusion of the school year during which the request is made.

Employees shall be entitled to use six (6) weeks of paid sick leave, or longer when determined medically necessary by a doctor. While on such leave, insurance benefits as contractually agreed

shall be continued for such leave beyond the period in which the employee is utilizing paid sick leave if the employee is approved on FMLA.

If the employee is out of work for such leave beyond their sick leave utilization and is no longer covered by FMLA, then the employee may keep health insurance benefits in force under the present carrier while on leave by paying the total premium costs for maintaining insurance to the School Department, on a schedule suggested by the Business Administrator, or, if the carrier requires, through COBRA, with the School District agreeing to pay the COBRA administrative fee.

If the district should employ both parents within the school district, it is understood that the total time for both employees collectively cannot exceed one (1) year period of leave set forth in this article.

If an employee who has been granted leave of absence in accordance with this provision shall fail to return to work upon expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated their employment.

Leave for an additional school year shall be granted at the sole discretion of the School District. To be considered for such leave, there must be a written request to the Superintendent. This request must be submitted to the Superintendent no later than March 1st of the preceding year. In no case will a teacher be granted an extended leave that permits absence for more than two (2) school years. Re-employment after the leave will begin at the start of the school year following the expiration of the leave.

All benefits to which a teacher was entitled at the time his/her leave of absence commenced including unused accumulate sick leave, shall be restored to him/her upon his/her return.

Upon return, the Superintendent will assign the teacher to his/her former position or an appropriate certified alternate position.

### 33.7 Employee Sick Leave Bank:

A voluntary donated sick leave bank ~~will be is~~ established to provide additional paid leave for participating employees who have exhausted their accrued leave as a result of a catastrophic or extenuating illness or injury to self, or an immediate family member. The Bank serves as a depository to which participating employees may voluntarily contribute leave for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid leave for any medical reason, but to alleviate the hardships outlined above.

Employees will be given an opportunity to donate to the Bank every year. Days will be donated between the first day of school and September 15<sup>th</sup>. When necessary, additional donations may be requested by the APT Executive Board.

Only employees who donate to the Bank are eligible to apply for benefits from the Bank.

At the time of submission, the APT Executive Board may require substantiating medical documents, and in all cases, the decision rendered by the committee shall be final and binding.

If approved by the APT Executive Board, these days will be presented without penalty or repayment. The decision of the APT Executive Board to approve use of the Employee Sick Leave Bank shall be communicated in writing to the Superintendent for record keeping purposes. Administration shall provide the APT with a list of employees who have donated a day by September 15<sup>th</sup> of each school year.

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Membership Eligibility, Obligations, and Limitations:

1. Eligibility is discontinued upon termination of employment, retirement, or death. No payment of benefits will be made to survivors.
2. Members must waive all claims to leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.
3. The maximum amount of donated leave bank benefits accessible to a recipient cannot exceed 91 days in a school calendar year.
4. If intermittent treatment is required, unused approved donated leave bank benefits will be provided on an as-needed basis until the employee recovers from the catastrophic illness or injury or the benefit ends, whichever is earlier.
5. Any balance of days approved but not required for the illness/injury will remain the property of the Bank.
6. Employees who are off work due to an on-the-job injury or illness may request time from the Bank until the determination of the workman's comp claim is issued.

**Article 34**

**OTHER SHORT TERM LEAVES OF ABSENCE**

34.1 Members of the bargaining unit may be entitled to the following leaves of absence without loss of pay:

1. Professional days
  - a. Leave may be granted to a teacher for the purpose of school visitations, attending conferences, or professional meetings, subject to prior approval by ~~the Superintendent~~their building administrator. If denied by the building administrator, such decision can be appealed to the Superintendent.
  - b. Professional days will not be charged against accumulated leave.

2. Bereavement leave

- a. Bereavement leave will be granted as follows:

**Not to exceed 10 days**

Spouse

Child

**Not to exceed 5 days**

Parent

Sister

Brother

Parent-in-law

**Not to exceed 3 days**



Sibling-in-law

Grandparent

Aunt

Uncle

- b. Extensions may be granted by application to the Superintendent.
  - c. Leave may also be granted by application to the Superintendent of Schools for the following:
    - Niece
    - Nephew
    - Close personal friend
    - Cousin
  - d. Bereavement days will not be charged against accumulated leave.
3. Civil Leave for Jury Duty or Witness Service
- a. Upon application to the Superintendent, leave will be granted to the teacher who is subpoenaed as a witness in a civil or criminal case, or is called for jury duty. Application will be made in advance with supporting documentation.
  - b. The teacher shall forward to the BOARD all reimbursement for such service, except what is used for personal expenses, but not to exceed gross pay for the period of leave.
4. Religious Leave

Teachers may receive up to two (2) additional personal days each year for commonly accepted religious holidays, such as Rosh Hashanah and Yom Kippur, where the tenets of the teacher's religion prohibit work on such days and require their attendance at religious services. Teachers must give the Superintendent five (5) days advance notice. These days will not be charged against short-term leave days.

#### **Article 35**

#### **OTHER LEAVES**

35.1 If any individual is requested by the Superintendent of Schools to attend a function on behalf of the BOARD, such time shall not be charged to an individual's personal time.

36.2 Extensions of Article 34 may be granted by the Superintendent.

#### **Article 36**

#### **SUBSTITUTE TEACHERS**

36.1 The School Department agrees to fill any temporary absence of a teacher with a certified teacher in the subject area or grade level where possible. It is recognized that extreme circumstances may arise whereby a substitute cannot be located. Such circumstances will be stated in writing to the ASSOCIATION by the Superintendent if the ASSOCIATION so requests.

36.2 Substitute teachers will be provided for all classroom teachers including art, music and physical education teachers, ~~in any situation of a one-half or full day or days of absence.~~

36.3 Substitute teachers shall be informed of their duties and responsibilities including, but not limited to, following plans, grading and scoring written work.

36.4 Details concerning the duties and responsibilities will be supplied to all prospective substitutes by the administration.

36.5 In the event of an unscheduled absence, the teacher will notify the school administration as soon as possible prior to the absence. It will be the responsibility of the school administration to arrange for the substitute.

36.6 It is the teacher's responsibility to keep at least five (5) days of lesson plans available for a substitute. These plans will be kept current.

### **Article 37**

#### **EXTENDED LEAVES OF ABSENCE**

37.1 With BOARD approval, a leave of absence for professional growth, without pay or any other benefits, up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, or any other educational professional development. Upon return from such leave, a teacher who while on leave served in a teaching capacity, shall be placed on the salary scheduled at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Teachers may work in other school systems on an exchange basis as long as a one-to-one exchange is maintained and there is prior approval by the Superintendent of Schools.

37.2 Each teacher will be granted leave for required annual military unit field training up to eleven (11) days duration when such required training falls within the school year, and when it cannot be scheduled during vacation periods.

Voluntary military activities will not be applicable under this section unless expressly approved by the BOARD.

37.3 Any teacher adopting or giving birth to a child shall be entitled to utilize paid sick leave as per the terms of Article 33.6. Once this contractually permitted sick leave is exhausted, any teacher adopting or giving birth may then be permitted an additional leave of absence, without pay or any other benefits, provided that the total amount of leave (paid sick leave plus unpaid leave) granted for the adoption or birth does not exceed two (2) years.

37.4 A leave of absence without pay or any other benefits of up to one (1) year may be granted to any teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted upon recommendation of the Superintendent.

37.5 Teachers who have been employed at least seven (7) years in the school department may be entitled to a LEAVE OF ABSENCE of up to one full year, without pay or other benefits. These leaves will be limited to three percent (3%) of those eligible, based on seniority. Requests for leaves of absences after July 15 will only be granted if a suitable replacement can be found. Any additional leave will be at the BOARD's discretion.

37.6 Other requests for leaves of absence for special reasons may be granted by the BOARD upon recommendation of the Superintendent.

37.7 All benefits to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return, and he/she will be assigned within the scope of certification. The teacher may keep insurances in force while on leave by paying the cost of the benefits to the school department, if the carrier allows. These payments shall be made thirty (30) days prior to the due date.

37.8 Upon return from leave granted pursuant to Article 37.1 and 37.2, the teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

37.9 All extension, renewals, or modifications of leaves shall be requested in writing and granted in writing.

37.10 All leave of absence requests shall be forwarded to the School Board through the Superintendent. Leaves of absences will be granted on the condition of a January 5 notification of intent to return.

37.11 Any teacher returning from a leave of absence shall return only at the beginning of a school year, unless otherwise provided by the BOARD.

### **Article 38**

#### **SABBATICAL LEAVE**

38.1 Upon recommendation of the Superintendent of Schools, sabbatical leaves may be granted to members of the bargaining unit by the BOARD. Should the Superintendent fail to recommend sabbatical leave(s), the teacher(s), involved may appeal the Superintendent's decision directly to the BOARD.

38.2 The BOARD will budget for three (3) sabbatical leaves annually. The BOARD may grant up to three (3) sabbaticals annually based on the merit of these requests. If denied, reasons in writing will be sent to the candidates.

38.3 No more than three (3) sabbatical leaves will be granted simultaneously.

38.4 The teacher must have completed five (5) consecutive years in the Portsmouth School System.

38.5 The teacher will be paid half salary with full benefits for a one-year leave or full pay and benefits for a half-year leave.

38.6 Requests for leave must be received by the Superintendent in writing no later than ~~February 1~~ January 15, and action must be taken by the BOARD no later than March ~~15~~ 31.

38.7 Teachers who have been granted a sabbatical in March recognize that the sabbatical may be delayed until a suitable teaching replacement can be found. A final determination will be made no less than three weeks before the sabbatical is scheduled to begin. Any determination to delay a sabbatical shall not be subject to the grievance procedure outlined in Article 32.

38.8 Requests for sabbatical leave may be granted by the BOARD for any reason; however, the leave must be of a significant nature and value.

38.9 Before leaving for sabbatical leave, the teacher will agree in writing to continue working in the system for at least two (2) years. Upon the teacher's return, he/she will be paid on the step he/she would have received if leave had not been taken. A report of the sabbatical will be made to the Superintendent and BOARD upon completion of the leave.

### Article 39

#### INSURANCE

39.1a Effective July 1, 2019, Each employee will be offered the Consumer Driven Health Plan offered through CIGNA SchoolCare ("the CDHP").

Effective July 1, 2019, ~~the, the~~ District will pay 95% of the premium cost for single, two person or family coverage and employees will pay 5% of the premium cost.

Effective July 1, 2020 the District will pay 94% of the premium cost for single, two person or family coverage and employees will pay 6% of the premium cost.

Effective July 1, 2021 the District will pay 93.75% of the premium cost for single, two person or family coverage and employees will pay 6.25% of the premium cost.

~~In November 2021, if the CDHP\* exceeds the threshold levels for the "Cadillac Tax" under the ACA the Employer and the Association will reopen Article 39 Insurance for negotiations with the express intent of identifying a healthcare plan that complies with the ACA and does not result in the imposition of the so-called "Cadillac Tax". If the parties cannot agree on a proposed plan, the plans shall be submitted to binding arbitration no later than April 1, 2022. The parties shall mutually agree to the selection of the Arbitrator.~~

\*The CBA defines CDHP as CIGNA SchoolCare's high deductible plan currently known as the Yellow Open Access with Choice Fund Consumer Driven Health Plan.

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

39.1b Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this three (3) year agreement - such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

39.1c The BOARD will setup an IRS 125 Premium Conversion Plan which will allow each employee to choose to pay his/her portion of the health insurance premium with pretax dollars.

39.2 The District shall pay one hundred percent (100%), CIGNA Dental SchoolCare – Plan 2 1500 Max (DPO2C), with no deductible, family plans.

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

### Article 40

## **DISABILITY INSURANCE**

The School Board will self-insure or purchase income protection insurance for each teacher who works at least fifteen (15) hours or more per week to begin no sooner than the 91st day of disability. Payments shall equal 66 2/3% of the monthly salary of the teacher at the date of disability. Said insurance will run until age 65 and shall be coordinated with social security benefits. ~~It is understood that a teacher shall not accept benefits under the income protection plan and simultaneously borrow time from the sick bank. If the employee has days available through accrued leave or through the APT Employee Sick Bank, they may apply these days to make themselves whole if approved for LTD, Long Term Disability, up to the maximum available per school calendar year.~~

The teacher and the school system shall be joint beneficiaries of this insurance. Should a disabled teacher owe days to the sick bank at the time he/she accepts payment under the income protection plan, it is agreed that these days will be repaid from the insurance proceeds, equally over five (5) years.

### **Article 41**

## **LIFE INSURANCE**

The School Board will purchase term life insurance for each teacher who works at least fifteen (15) hours or more per week in an amount equal to two (2) times the annual income of the teacher. In the event that a teacher dies while under contract to the school system, any sick leave borrowed from the sick bank will be repaid to the school system from the proceeds of the insurance. The balance of the proceeds will be turned over to the beneficiary named by the teacher. Additional life insurance may be purchased by the teacher. The teachers will pay for this insurance on a monthly basis through payroll deduction. It is understood that employees age 70 and over will have their benefits reduced in accordance with the certificate schedule attached as Attachment #1 to this Contract.

### **Article 42**

## **POLICIES**

The BOARD will provide the ASSOCIATION with copies of all insurance policies under which employees are covered.

### **Article 43**

## **RETIREMENT PROVISIONS**

43.1 The BOARD agrees to pay 85% of all short term leave of absence days, not to exceed one hundred and ninety (190) days for employees hired on or before June 30, 1996, in a cash payment at the per diem rate which the teacher last earned, to any teacher who retires from the system under N.H. State Retirement Laws or voluntarily resigns his or her employment if the teacher has completed ten (10) or more years in the system. It is understood that employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this contract but shall receive no payout for accumulated short-term leave of absence days either upon retirement or voluntary resignation.

43.2 If a teacher wishes early payout of accrued leave in accordance with paragraph 43.1, the retiring or resigning teacher may notify the Superintendent by December 15th prior to the year of the first payment of accumulated sick leave. This will enable the employee at his/her discretion to receive

this payment of accumulated sick leave over a one (1), two (2), or three (3) year period. It is understood that once a teacher accepts the first payment under the single/multi-year payout plan that he/she may no longer withdraw his/her notice of retirement or resignation.

#### **Article 44**

#### **WORKERS' COMPENSATION**

Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes. The BOARD will pay the difference between Workers' Compensation and regular salary (gross, less FICA, withholding and retirement at the time of the injury).

#### **Article 45**

#### **STUDENT APPROPRIATION**

An appropriation equal to three dollars (\$3.00) per student in elementary schools shall be placed in the budget. The expenditure of this money will be decided jointly by the Principal and teachers in each school.

#### **SECTION V - SALARIES**

#### **Article 46**

#### **PROFESSIONAL DEVELOPMENT AND ADVANCED DEGREE PAYMENT**

46.1 The BOARD agrees to budget for professional growth each year. The amount will equal one-third (1/3) of the number of staff members times the cost of one four (4) credit graduate course in a matriculating program at the University of New Hampshire. These funds may be used for course reimbursement, conferences, workshops and enrichment programs that clearly and substantially support the teacher's specific job assignment, district-wide initiatives, or for re-training or cross-certification at the approval of the administration.

~~46.2 — A committee, comprised of teachers and administrators will develop a schedule of deadline dates and how the disbursements will be allotted.~~

~~46.3 2 Only staff development hours in excess of those necessary to achieve certification will be counted toward the Advanced Degree Schedule, limited to five (5) credits every three (3) years. Such credits for advanced degree payments must be or directly related to the improvement or accomplishment of the teaching assignment. Staff with fifty (50) Professional Development hours beyond those necessary to achieve certification within the 3-year certification cycle will be counted towards the Advanced Degree Schedule, limited to five (5) credits with every recertification cycle, or for non-certified licensed employees, once every three (3) years. Such credit for advanced degree payments must be directly related to the improvement or accomplishment of the teaching assignment. Such credits must be requested through the Assistant Superintendent's office.~~

~~The Committee will approve and establish an expanding set of in-house professional development opportunities that will be credit-bearing on the advanced degree schedule. These opportunities will be extended courses on current topics for the purposes of increasing professional growth. The Committee will review proposals from staff to offer in-house courses.~~ Teachers offering in-house courses will receive a \$50 per hour stipend.

Transfer requests must be made on or before September 1 in order to be credited to the current year's contract.

46.4 Course reimbursement will be paid within four (4) to six (6) weeks upon proof of payment with original receipts. If a teacher drops a course, he/she must notify Central Office immediately and must reimburse the District either through payroll deduction or cash payment within two (2) weeks of said notification. The teacher must provide official evidence, within two (2) weeks of receiving notification, of a minimum grade B or better. If said grade(s) is not obtained, the teacher must reimburse the District either through payroll deduction or cash payment within two (2) weeks.

46.5 Adjustments will be made to contracts for any course work completed prior to September when a transcript of official documentation of a minimum grade of B or its equivalent is received in Central Office on or before September 1.

It is the employee's responsibility to notify Central Office that an adjustment should be made. No adjustments will be made after September 1.

Adjustments will be made only for credits that clearly and substantially support the teacher's specific job assignment.

Credits that substantially duplicate other units will not receive salary credit. A teacher who has completed course work, but whose documentation will not be completed until after September 1, will be entitled to an appropriate adjustment if an appropriate official of the School the teacher is attending certifies that the course work has been completed by letter to the Superintendent delivered prior to September 1, in many cases, a certification from the Professor will be acceptable.

#### **Article 47**

##### **HIRING HELP**

The BOARD agrees to make every effort to hire those teachers who are fully and appropriately certified or certifiable. The BOARD may hire certified or certifiable personnel on a lower step than their level of experience.

#### **Article 48**

##### **ADVANCED DEGREES**

Effective July 1, 2003, all teachers are required to have a Bachelor's Degree from an accredited institution of higher education. The district will pay a stipend for teachers who have attained additional coursework as described in Appendix A.

#### **Article 49**

**LONGEVITY AND INTERDISCIPLINARY COUNCIL**

~~It is understood the School Board over time wishes to re-allocate monies traditionally dedicated to Longevity compensation to be available to reward highly effective teachers who achieve Model Teacher status. As such, 2014-15 will be the last year teachers will achieve one of the three levels outlined in the contract; those who have attained a level of longevity will continue to receive an annual stipend.~~

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Teachers with more than 25 years of service in the District as of July 1, 2014 will continue to receive a stipend in the amount of \$4,544 for participation on the Interdisciplinary Council. All teachers who receive the Interdisciplinary Council stipend will continue to receive, annually, \$4,544 until the teacher retires or resigns. Similarly, teachers, after 13 years or after 16, or 25 years in the Portsmouth School District, will continue to receive stipends of \$3,099, and \$3,722, and \$4,544 respectively. It is further understood that a teacher receiving a longevity stipend is not precluded from achieving model mentor teacher status; however, beginning July 1, 2015, no additional members of the bargaining unit will receive longevity.

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**Article 50  
LEADERSHIP**

50.1 The BOARD shall employ Department Heads, Team Leaders and Coordinators all of whom shall be paid a stipend in addition to their teaching responsibilities. While these leadership positions include teaching responsibilities; assignments will be flexible based upon district needs and job assignment. These leadership positions will be evaluated by the Principal / or Administrator and will serve at the discretion on the Superintendent. These leadership positions may be required to work additional days as part of their overall responsibilities, but only upon prior approval of the Principal / Administrator.

~~50.2 Department Heads, Team Leaders and coordinators in special education and performing arts will be paid accordingly.~~

~~50.32 All Department Heads will be required to teach a full schedule of classes.~~ Department Heads' duties will be instructional teaching, coaching, curriculum, budget, schedule supervision, and aiding the classroom teacher in any way possible within his/her area.

All Department Heads will be paid \$4,500 plus \$75.00 for each teacher under their supervision.

~~50.43 Team Leaders (Middle School) will be required to teach a full schedule of classes and will be paid \$3,500 \$4500.~~

~~50.54~~ Coordinators will be paid \$4,500 plus \$75.00 for each teacher under their supervision. Special Education and Performing Art will be included as Coordinators.

~~50.65~~ All Department Head and Team leadership positions shall be posted every three (3) years. An employee may not hold more than one leadership role at a time. All leadership positions may serve a maximum of two (2) consecutive three (3) year terms. Exceptions will be granted if no viable



replacement can be found, as mutually agreed upon by the Association President Executive Board and the Superintendent.

#### Article 51

#### SALARY PAYMENT SCHEDULE

Each teacher may choose to be paid in either twenty-one (21) or twenty-six (26) payments, biweekly, starting with the first School Department payday after the start of the school year in August/September. The Business Department must be notified by the end of the previous school year if the payment schedule for the following year is to change. Once a teacher requests either the twenty-one (21) or twenty-six (26) payments, no change may be made in this schedule until the following year. Teachers electing the 26 payment option, will receive the last 5 payments in their last check in the fiscal year in one lump sum.

#### Article 52

#### SALARY SCHEDULE

The Salary increases will be as follows:

~~2019-2020: Rolling COLA, minimum of 2% and maximum of 5%~~

~~2020-2021: 2.5%~~

~~2021-2022: 2.5%~~

~~2022-2023: COLA 2.05% plus 4%, distributed equally to all intervals, and applied to tracks.~~

~~2023-2024: COLA with floor of 3%, distributed equally to all intervals, and applied to tracks.~~

~~Effective July 1, 2019, a COLA Adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5. From July 1 2022 to June 30 2023 COLA will be computed on the rolling 10-year average in the CPI-U for the Boston-Cambridge-Newton, which shall not be less than 2%. Effective July 1, 20223, a COLA Adjustment percentage increase shall be computed which shall not be less than 3% nor more than 5%. The COLA Adjustment percentage shall be determined by the rolling ten (10)-year average in the CPI-U for the Boston-Cambridge-Newton, MA-NH all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the ten (10) most recent calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS~~

~~Thus if the CPI-U for the Boston SMSA calendar year 2003 (Nov. 2002-Nov. 2003) is 1.5% the applicable COLA Adjustment on July, 2004 would be 2%; if it is 3.5% the applicable COLA Adjustment would be 3.5%; if it is 5.5% the applicable COLA Adjustment would be 5.0%.~~

The Salary Schedule shall be changed as indicated in Appendix A.

Both parties agree that teachers will advance in salary by attaining Achievement Units (AUs) that allow teachers to move up the Interval Scale as described below. The intent of the AUs is to ground

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the compensation system in clear measures of growth in teacher practice as well as strong contributions to a professional learning community.

52.1 Annual Achievement Units. Three (3) prescribed AUs are required to move to the next interval. Two AU's associated with our professional learning community process are earned when SMART goals are approved and when results are reported. Awarding AUs for effective PLC work will not be dependent on a particular result in learning, but rather, submitting SMART goals and collecting evidence of student learning must suggest authentic implementation of PLC practice. The third AU is attained when the teacher completes a self-evaluation addressing all of Danielson's domains.

52.2 Additional Achievement Units: It is understood that teachers may advance an additional interval (three intervals) every two years. The Teacher Quality Panel will determine the menu of AU's for educators in all content areas and grade levels including the following areas:

- Professional Development activities, in-district courses and additional coursework in one's content area or pedagogy provided such activities are not being used for credit under the provisions of Advance Degree in Article 48.
- Contributions to colleagues
- Overall contributions to students, the school and district.

~~52.3 Tracking and Awarding of Achievement Units: The District's Committee will determine attainment of PLC Achievement Units. The building administration will track completion of annual self-evaluation. The teacher will be responsible for submitting all professional development and transcripts of a B or better for all external coursework.~~

52.34 Administrators will track completion of the three (3) prescribed AUs through Frontline or another electronic system. The teacher will be responsible for submitting all professional development and transcripts of a B or better for all external coursework.

52.45 Mentor Teacher. Any teacher with nine (9) or more years of successful teaching experience may provide evidence of highly effective teaching to the District's Teacher Quality Panel (TQP). The TQP will review evidence against Danielson's domains and make recommendations to Assistant Superintendent for any teacher judged "distinguished" in all of Danielson's domains will earn mentor teacher status. There is no limit to the number of teachers who may be achieve mentor teacher status. \_Mentor teachers will earn a stipend equal to 8% of their teacher interval salary. Mentor teachers must show evidence of their professional contributions to their school and/or district staff. The TQP will determine criteria for such evidence and review the status of Mentor Teachers every three (3) years as aligned with the teacher's recertification cycle. There shall be no limit on the number of teachers who achieve Mentor Teacher status.

Responsibilities for those who have achieved full mentor teacher status shall include:

- Support fellow teachers in developing skills in planning, instruction, and classroom management. Share your own experiences, ideas, beliefs, and management procedures to help the teachers to gain classroom confidence.
- Encourage fellow teachers to reflect on each lesson to gain further insights from his/her successes and challenges.

- Set up a specific time/day with fellow teachers to review future lesson plans. Make sure this gives the teacher ample time to modify accordingly.
- Mentor teachers will participate in district or school level committees, professional development planning, and help to review school policies and best practices.
- Mentor teacher classrooms will be open for observation for other teachers' growth.

52.56 Conditional Mentor Teacher- Any teacher who successfully demonstrates that they have successfully completed benchmarks in fifteen (15) out of the twenty-two (22) Danielson's components will earn a stipend equal to 4% of their teacher interval salary. At least six (6) of fifteen (15) domains must be priorities. The teacher must complete the remaining seven (7) components within two (2) years according to TQP application deadlines. Any teacher who has not attained the Mentor Teacher status within two years will no longer be eligible to receive the Conditional Mentor Teacher stipend.

**Article 53**

**COACHING, EXTRA-CURRICULAR, AND STIPEND COMPENSATION**

All coaching, extracurricular, and special services compensation will increase by two percent (2.0%) in ~~2020-2021~~ each contract year. Any Portsmouth teacher will receive the following additional stipend (non-cumulative) for coaching a middle or high school sport:

1 <sup>st</sup> and 2 <sup>nd</sup> year of coaching	\$255 per year
3 <sup>rd</sup> through 7 <sup>th</sup> year of coaching	\$510 per year
8 <sup>th</sup> and more years of coaching	\$765 per year

Any Portsmouth teacher coaching an elementary school sport for three or more years will receive a stipend of \$255 per year.

A Joint Labor Management Committee will be established to oversee the disbursement of Extra-curricular stipends with the goal to have equity within the district. This committee will meet at least three times annually to review the viability of current or proposed stipends and will make recommendations to the Association President and Superintendent regarding stipend adjustments. The Joint Labor Management Committee shall be comprised of one (1) individual from Elementary, Middle, and High School teacher as appointed by the Association President and one (1) Administrator from each level as appointed by the Superintendent.

A flexible spending pool for new activities will be established from unused activity stipends. Monies from this pool will be reallocated as approved by the Joint Management Committee.

Any employee requesting more than one stipend for the same related activity must seek prior approval from the Superintendent with input from the Association President.

All coaching, extra-curricular, and stipend positions shall be re-posted every three (3) years, with exception of high school class advisors which will be posted every four (4) years, ~~starting with the beginning of this contract in 2019 continuing in 2022 and thereon every three (3) years.~~

<b>HIGH SCHOOL</b>	<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>
<b>Football</b>			
Head Coach	5,5065,726	5,768 5,999	6,045 6,287
Assistants, 2	3,248 3,378	3,399 3,535	3,568 3,700
Junior Varsity	2,9483,066	3,083 3,206	3,225 3,354
Freshman	2,498 2,598	2,610 2,714	2,727 2,836
Assistant	2,047 2,129	2,135 2,220	2,231 2,320
<b>Basketball (boys)</b>			
Head Coach	5,506 5,726	5,768 5,999	6,045 6,287
Junior Varsity	2,948 3,066	3,083 3,206	3,2253,354
Freshman	2,498 2,598	2,610 2,714	2,727 2,836
<b>Basketball (girls)</b>			
Head Coach	5,7265,506	5,999 5,768	6,2876,045
Junior Varsity	3,0662,948	3,2063,083	3,3543,225
Freshman	2,5982,498	2,7142,610	2,8362,727
<b>Baseball (boys)</b>			
Head Coach	3,550 3,693	3,716 3,865	3,889 4,045
Junior Varsity	2,347 2,441	2,450 - 2,548	2,561 2,663
Freshman	1,744 1,814	1,819-1,892	1,899 1,975
<b>Softball (girls)</b>			
Head Coach	3,6933,550	3,8653,716	4,0453,889
Junior Varsity	2,4412,347	2,5482,450	2,6632,561
Freshman	1,8141,744	1,8921,819	1,9751,899
<b>Soccer (boys)</b>			
Head Coach	3,6933,550	3,8653,716	4,0453,889
Junior Varsity	2,4412,347	2,5482,450	2,6632,561
Freshman	1,8141,744	1,8921,819	1,9751,899
<b>Soccer (girls)</b>			
Head Coach	3,6933,550	3,8653,716	4,0453,889
Junior Varsity	2,4412,347	2,5482,450	2,6632,561
Freshman	1,8141,744	1,8921,819	1,9751,899
<b>HIGH SCHOOL (cont.)</b>			
<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>	
<b>Ice Hockey (boys)</b>			
Head Coach	3,6933,550	3,8653,716	4,0453,889
Junior Varsity	2,4412,347	2,548 -2,450	2,6632,561
<b>HIGH SCHOOL (cont.)</b>			
<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>	
<b>Field Hockey (girls)</b>			
Head Coach	3,6933,550	3,8653,716	4,0453,889
Junior Varsity	2,4412,347	2,548 -2,450	2,6632,561
Freshman	1,8141,744	1,8921,819	1,899 1,975
<b>Spring Track (boys)</b>			

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Head Coach	<u>3,693,550</u>	<u>3,865,716</u>	<u>4,045,889</u>
Junior Varsity	<u>2,442,347</u>	<u>2,548,450</u>	<u>2,663,561</u>
Freshman	<u>1,814,744</u>	<u>1,892,819</u>	<u>1,975,899</u>
Spring Track (girls)			
Head Coach	<u>3,693,550</u>	<u>3,865,716</u>	<u>4,045,889</u>
Junior Varsity	<u>2,442,347</u>	<u>2,548,450</u>	<u>2,663,561</u>
Freshman	<u>1,814,744</u>	<u>1,892,819</u>	<u>1,975,899</u>
Winter Track (boys)			
Head Coach	<u>3,693,550</u>	<u>3,865,716</u>	<u>3,889 4,045</u>
Junior Varsity	<u>2,442,347</u>	<u>2,548,450</u>	<u>2,663,561</u>
Freshman	<u>1,814,744</u>	<u>1,892,819</u>	<u>1,975,899</u>
Winter Track (girls)			
Head Coach	<u>3,693,550</u>	<u>3,716 3,865</u>	<u>3,889 4,045</u>
Junior Varsity	<u>2,442,347</u>	<u>2,548,450</u>	<u>2,663,561</u>
Freshman	<u>1,814,744</u>	<u>1,892,819</u>	<u>1,975,899</u>
Volleyball (girls)			
Head Coach	<u>2,948 3,066</u>	<u>3,083 3,206</u>	<u>3,225 3,354</u>
Junior Varsity	<u>2,347 2,441</u>	<u>2,450 2,548</u>	<u>2,561 2,663</u>
Freshman	<u>1,744 1,814</u>	<u>1,819 1,892</u>	<u>1,899 1,975</u>
Volleyball (boys)			
Head Coach	<u>3,066</u>	<u>3,206</u>	<u>3,354</u>
Swimming (boys/girls)			
Head Coach	<u>2,948 3,066</u>	<u>3,083 3,206</u>	<u>3,225 3,354</u>
Junior Varsity	<u>1,744 1,814</u>	<u>1,819 1,892</u>	<u>1,899 1,975</u>
Fall Cheerleaders (girls)			
Head Coach	<u>3,066,948</u>	<u>3,206,083</u>	<u>3,354,225</u>
Assistant	<u>1,814,744</u>	<u>1,892,819</u>	<u>1,975,899</u>
Winter Cheerleaders			
Head Coach	<u>3,066,948</u>	<u>3,206,083</u>	<u>3,354,225</u>
Junior Varsity	<u>1,814,744</u>	<u>1,892,819</u>	<u>1,975,899</u>
Cross Country (boys)			
Head Coach	<u>3,066,948</u>	<u>3,206,083</u>	<u>3,354,225</u>
Junior Varsity	<u>1,814,744</u>	<u>1,892,819</u>	<u>1,975,899</u>
<b>HIGH SCHOOL (cont.)</b>			
	<b><u>0 – 2 Years</u></b>	<b><u>3 – 7 Years</u></b>	<b><u>Over 8 Years</u></b>
Cross Country (girls)			
Head Coach	<u>2,948 3,066</u>	<u>3,083 3,206</u>	<u>3,354 3,225</u>
Junior Varsity	<u>2,441</u>	<u>2,548</u>	<u>2,663</u>
Tennis (boys)			

Head Coach	<u>2,497 2,597</u>	<u>2,609 2,713</u>	<u>2,727 2,836</u>
Junior Varsity	<u>1,744 1,814</u>	<u>1,819 1,892</u>	<u>1,899 1,975</u>
Tennis (girls)			
Head Coach	<u>2,597 2,497</u>	<u>2,713 2,609</u>	<u>2,727 2,836</u>
Junior Varsity	<u>1,814 1,744</u>	<u>1,892 1,819</u>	<u>1,975 1,899</u>
Golf (boys)			
Head Coach	<u>2,347 2,441</u>	<u>2,450 2,548</u>	<u>2,561 2,663</u>
Junior Varsity	<u>1,150 1,196</u>	<u>1,205 1,253</u>	<u>1,262 1,312</u>
Lacrosse (boys)			
Head Coach	<u>3,550 3,692</u>	<u>3,716 3,865</u>	<u>3,889 4,045</u>
Junior Varsity	<u>2,347 2,441</u>	<u>2,450 2,548</u>	<u>2,561 2,663</u>
Lacrosse (girls)			
Head Coach	<u>3,692 3,550</u>	<u>3,865 3,716</u>	<u>4,045 3,889</u>
Junior Varsity	<u>2,441 2,347</u>	<u>2,548 2,450</u>	<u>2,663 2,561</u>
Freshman	<u>1,814</u>	<u>1,892</u>	<u>1,975</u>
Ski Team (Coed)			
Head Coach	<u>1,150 1,196</u>	<u>1,205 1,253</u>	<u>1,262 1,312</u>
Unified Basketball(Coed)			
Head Coach	<u>1,196 1,150</u>	<u>1,205 1,253</u>	<u>1,312 1,262</u>
Unified Soccer (Coed)			
Head Coach	<u>1,196 1,150</u>	<u>1,205 1,253</u>	<u>1,312 1,262</u>
Unified Track (Coed)			
Head Coach	<u>1,196 1,150</u>	<u>1,205 1,253</u>	<u>1,312 1,262</u>
Wrestling			
Junior Varsity	<u>2,948 3,066</u>	<u>3,083 3,206</u>	<u>3,225 3,354</u>
Equipment Manager (fall)	<u>2,196 2,284</u>	<u>2,294 2,386</u>	<u>2,397 2,493</u>
Equipment Manager (winter)	<u>2,196 2,284</u>	<u>2,294 2,386</u>	<u>2,493 2,397</u>
Equipment Manager (spring)	<u>2,284 2,196</u>	<u>2,386 2,294</u>	<u>2,493 2,397</u>
<b>MIDDLE SCHOOL</b>	<b>0 – 2 Years</b>	<b>3 – 7 Years</b>	<b>Over 8 Years</b>
Basketball (boys)			
Coach 2 @	<u>1,593 1,657</u>	<u>1,664 1,727</u>	<u>1,732 1,801</u>
Basketball (girls)			
Coach 2 @	<u>1,593 1,657</u>	<u>1,664 1,727</u>	<u>1,732 1,802</u>

<b>MIDDLE SCHOOL (cont.)</b>	<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>
Softball			
Coach 2 @	<u>1,294 1,346</u>	<u>1,346 1,400</u>	<u>1,404 1,460</u>
Soccer (boys/girls)			
Coach 4 @	<u>1,294 1,346</u>	<u>1,346 1,400</u>	<u>1,404 1,460</u>
<b>MIDDLE SCHOOL (cont.)</b>	<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>
Field Hockey (girls)			
Coach 2 @	<u>1,294 1,346</u>	<u>1,400 1,346</u>	<u>1,460 1,404</u>
Cross Country (boys/girls)			
Coach 1 @	<u>1,346 1,294</u>	<u>1,346 1,400</u>	<u>1,460 1,404</u>
Track (boys and girls)			
Coach 1 @	<u>1,346 1,294</u>	<u>1,346 1,400</u>	<u>1,460 1,404</u>
Volleyball			
Coach 2 @	<u>1,346 1,294</u>	<u>1,346 1,400</u>	<u>1,460 1,404</u>
Tennis			
Coach 1 @	<u>1,346 1,294</u>	<u>1,346 1,400</u>	<u>1,460 1,404</u>
<b>ELEMENTARY</b>	<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>
Basketball (boys and girls)			
Director 2 @	<u>1,205 1,253</u>	<u>1,262 1,312</u>	<u>1,321 1,374</u>
Coach 9 @	<u>602 626</u>	<u>630 655</u>	<u>660 686</u>
Soccer (boys/girls)			
Director	<u>663 690</u>	<u>694 722</u>	<u>727 756</u>
Coach 4 @	<u>422 439</u>	<u>442 460</u>	<u>463 482</u>
Track (boys/girls)			
Director	<u>664 690</u>	<u>692 722</u>	<u>725 756</u>
Coach 3 @	<u>334 344</u>	<u>347 361</u>	<u>363 378</u>
Cross Country (boys/girls)			
Director	<u>690</u>	<u>722</u>	<u>756</u>
Coach 3@	<u>334 344</u>	<u>347 361</u>	<u>363 378</u>

All extracurricular activities in tiers are subject to movement around the tier ranges as determined throughout the duration of the contract by the Joint Management Committee.

Numbers have been adjusted for 2% added in 2020-21, and 2% for 2022-2023

**TIER 1: ~~\$250-\$1,000~~ \$260-\$1040**

High School	Middle School	Elementary Schools
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<ul style="list-style-type: none"> <li>• Band Tech x4 \$TBD</li> </ul>	<ul style="list-style-type: none"> <li>• <u>5th Grade E School \$500/teacher</u></li> </ul>
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**TIER 2: \$1,150 ~~\$1196~~**

High School	Middle School	Elementary Schools
<ul style="list-style-type: none"> <li>• Auto Tech Advisor x1</li> <li>• Band Tech x2</li> <li>• Business Club Advisor x1</li> <li>• Chess Club x1</li> <li>• Culinary Club Advisor x1</li> <li>• Spring Cycling Club x1</li> <li>• Debate Club x1</li> <li>• Drama - Spring Festival x1</li> <li>• Educators Rising Advisor x1</li> <li>• French Club x1</li> <li>• Granite State Challenge x1</li> <li>• History Club Advisor x1</li> <li>• Holiday Ensemble x1</li> <li>• Japan Club x1</li> <li>• Joint Management Committee x1</li> <li>• Literary Magazine Advisor x1</li> <li>• Model UN x1</li> <li>• National Honors Society Advisor x2</li> <li>• Newspaper Advisor x1</li> <li>• Peer Leadership x1</li> <li>• PHS Vocal x1</li> <li>• Sailing Club x1</li> <li>• Spanish Club x1</li> <li>• Spring Wind Ensembles (woods, brass, jazz, drum) x2</li> <li>• Ultimate Frisbee x1</li> <li>• <u>Outing Club x2</u></li> <li>• <u>Ski Club x1</u></li> <li>• <u>HOSA Future Health Professionals x1</u></li> <li>• <u>We Speak x1</u></li> <li>• <u>Wellness Club x1</u></li> <li>• <u>Gay-Straight Alliance x2</u></li> </ul>	<ul style="list-style-type: none"> <li>• Art Club x1</li> <li>• Bowling Club x1</li> <li>• Chamber Singers x1</li> <li>• Chess Club x1</li> <li>• Drama - Music Director x1</li> <li>• Electronics x1</li> <li>• Fall Instrumental Ensemble (woods, brass, jazz, percussion) x2</li> <li>• Gardening Club x1</li> <li>• Geo Bee x1</li> <li>• Ice Skating Club <u>x2</u></li> <li>• Joint Management Committee x1</li> <li>• Math Counts x1</li> <li>• Mountain Biking Club x1</li> <li>• Newspaper Advisor x1</li> <li>• Spring Instrumental Ensemble (woods, brass, jazz, percussion) x2</li> <li>• Student Aspirations Advisor x1</li> <li>• Student Council Advisor x2</li> <li>• Wordsmith Club x1</li> <li>• <u>Gay-StraightAlliance x2</u></li> <li>• <u>Clippercast x2</u></li> <li>• <u>Weight Club x1</u></li> <li>• <u>Justice League x1</u></li> </ul>	<ul style="list-style-type: none"> <li>• Chess Club x3</li> <li>• Drama x3</li> <li>• Enrichment x6</li> <li>• Joint Management Committee x1</li> <li>• Safety Patrol x3</li> <li>• School Store x3</li> <li>• Student council x3</li> <li>• Yearbook Advisor <u>x3</u></li> <li>• <u>Sunrise Squad x2</u></li> <li>• <u>Community Club x2</u></li> </ul>

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**TIER 3 (~~\$1,750~~)-\$1821**

High School	Middle School	Elementary Schools
<ul style="list-style-type: none"> <li>• Associate Band Director (level 3) x1</li> <li>• Drama - Spring Show x1</li> </ul>	<ul style="list-style-type: none"> <li>• Drama – Director x1</li> <li>• Grade 6 Basketball Coordinator x1</li> </ul>	<ul style="list-style-type: none"> <li>• Band Conductor x3</li> </ul>



<ul style="list-style-type: none"> <li>• Fall Color Guard x1</li> <li>• Freshman Class Advisor x2</li> <li>• Interact x1</li> <li>• Junior Class Advisor x2</li> <li>• Madrigal Singers x1</li> <li>• Math Team Advisor x2</li> <li>• Robotics Team x1</li> <li>• Senior Class Advisor x2</li> <li>• Sophomore Class Advisor x2</li> <li>• Student Council Advisor x1</li> <li>• Student to Student x1</li> <li>• Winter Color Guard x1</li> <li>• Yearbook Advisor x2 <ul style="list-style-type: none"> <li>• <u>Fall Cycling Club x1</u></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Ski and Snowboard Club x2</li> <li>• Yearbook Advisor x1</li> <li>• <u>Dungeons and Dragons x1</u></li> </ul>	
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**TIER 4 (~~\$2,500-\$6,050~~)\$2601-\$6294**

High School	Middle School	Elementary Schools
<ul style="list-style-type: none"> <li>• Assistant Band Director (Level 2) x1 (<del>\$3,300</del>) <u>\$3433</u></li> <li>• Concert Percussion Ensemble x1 (<del>\$3,300</del>) <u>\$3433</u></li> <li>• Drama - Musical Director x1 (<del>\$6,050</del>) <u>\$6171</u></li> <li>• Drama - Musical Conductor x1 (<del>\$3,300</del>) <u>\$3433</u></li> <li>• Marching Band Director (Level 1) x1 (<del>\$6,050</del>) <u>\$6171</u></li> <li>• <del>TQP - \$3,000</del> <u>\$3121</u></li> <li>• <u>Robotics x1 \$3433</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>After School Intramural Activities Director x1 (\$3050)</u></li> <li>• TQP - <del>\$3,000</del> <u>\$3121</u></li> </ul>	<ul style="list-style-type: none"> <li>• TQP - <del>\$3,000</del> <u>\$3121</u></li> </ul>

**TIER 5 (\$6,295-\$10,000)**

High School	Middle School	Elementary Schools
	<ul style="list-style-type: none"> <li>• <u>Athletic Director (\$9,321)</u></li> </ul>	

**Article 54  
POSTINGS**

54.1 The Superintendent shall provide the President of the ASSOCIATION, and have posted in each school, a list of vacancies and/or openings within the Portsmouth School System as frequently as the openings arise. This is to include all openings, full or part-time, co- or extra-curricular, federal, or special programs.

54.2 All open co- or extra-curricular positions and coaching positions will be posted in each school within the system. All qualified candidates within the system at the time of the opening will be interviewed. It is desirable to employ certified personnel whenever possible.

**Article 55**

**EXTRA PAYMENT SCHEDULE**

55.1 Payments for extra-curricular assignments and travel will be made in two (2) installments; the first pay period in December and the last pay period in June.

55.2 Payment schedule for coaches (less any deductions for loss of time and other deductions mutually agreed upon by both parties and authorized in writing by the teacher) will be:

Fall sports	First pay period in October
Winter sports	First pay period in February
Spring sports	First pay period in May

**Article 56**

**NEW POSITIONS**

In the event the school department establishes an entirely new co-curricular position, the School Department shall establish the rate for said position after consultation with the Association. If the Association disagrees with the rate to be established by management, it may negotiate for higher/lower compensation. During the pendency of such negotiation, the rate as established by the department shall be used if the job is filled. If a higher compensation is ultimately negotiated, it shall be retroactive to the first date that the new position was filled (in the absence of an agreement to the contrary between both parties). It is understood that the new position will be included in the first subsequent collective bargaining agreement forwarded to the City Council for approval.

**Article 57**

**DURATION**

This Agreement shall be effective July 1, ~~2019~~ 2022 and shall expire on June 30, ~~2022~~ 4.

**SIGNATURES**

As Approved by the Portsmouth City Council, \_\_\_\_\_.

For the Portsmouth  
School Board:

For the Association  
of Portsmouth Teachers:

\_\_\_\_\_  
Chairperson

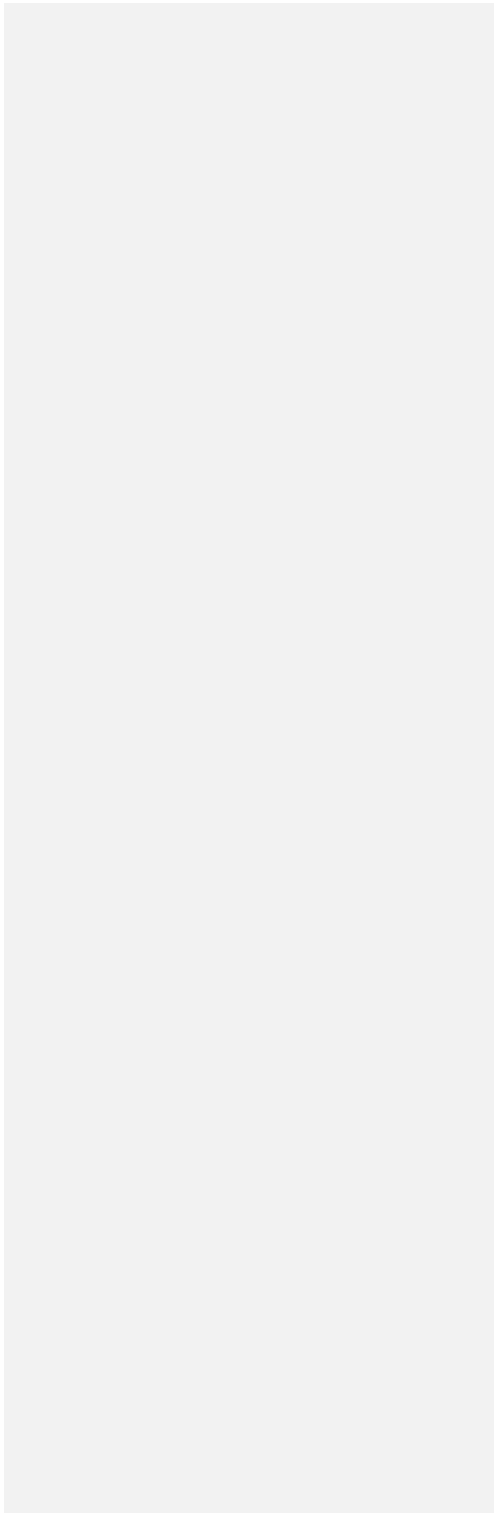
\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
City Negotiator

\_\_\_\_\_  
NEA/NH Representative



**SALARY SCHEDULE A**

Interval	2022-23	2023-24
1	\$ 49,818	\$ 50,355
2	\$ 51,313	\$ 51,866
3	\$ 52,853	\$ 53,422
4	\$ 54,438	\$ 55,025
5	\$ 56,072	\$ 56,675
6	\$ 57,753	\$ 58,377
7	\$ 59,485	\$ 60,127
8	\$ 61,271	\$ 61,930
9	\$ 63,108	\$ 63,789
10	\$ 65,001	\$ 65,702
11	\$ 66,952	\$ 67,673
12	\$ 68,961	\$ 69,704
13	\$ 71,029	\$ 71,795
14	\$ 73,161	\$ 73,948
15	\$ 75,355	\$ 76,168
16	\$ 77,616	\$ 78,452
17	\$ 79,944	\$ 80,806
18		\$ 83,230

**Advanced Degree Schedule**

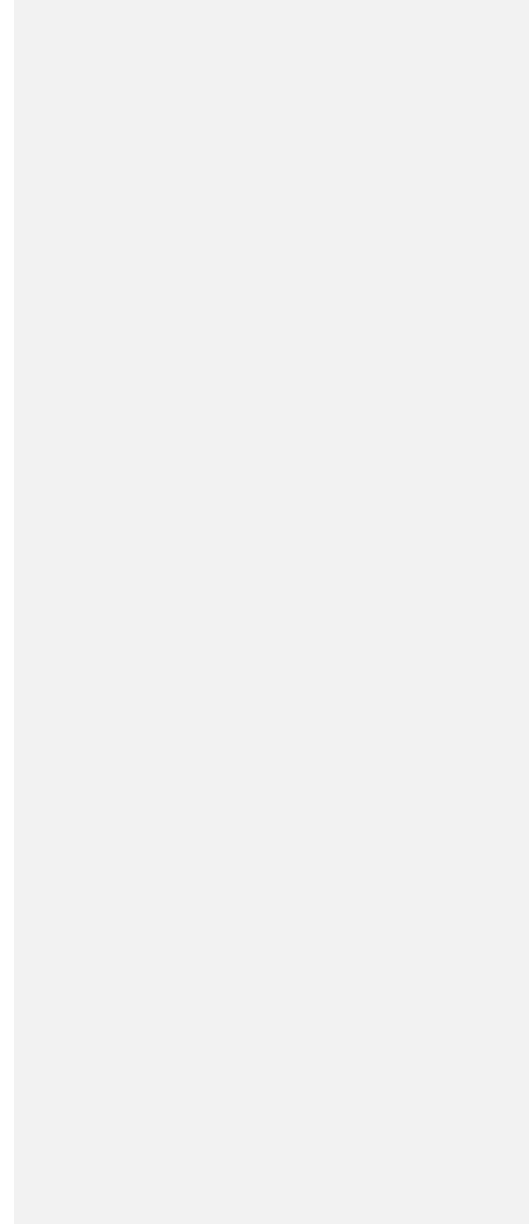
	2022-23		2023-2024	
	Interval 0-12	Interval 13+	Interval 0-12	Interval 13+
	TRACK B	\$3,227	\$6,772	\$3,324
TRACK C	\$7,884	\$12,079	\$8,121	\$12,441
TRACK D	\$8,716	\$13,100	\$8,977	\$13,493
TRACK E	\$9,547	\$14,059	\$9,833	\$14,481
TRACK F	\$11,211	\$15,975	\$11,547	\$16,454
TRACK G	\$12,876	\$17,893	\$13,262	\$18,430

**Longevity**

Teachers who received longevity in 14-15 will continue at the same level reached by this year.

No new longevity will be added.

	<u>2022-3023</u>	<u>2023-2024</u>
After 13 years	\$ 3,099	\$ 3,099
After 16 years	\$ 3,722	\$ 3,722
After 25 years	\$ 4,544	\$ 4,544



## APPENDIX B PROFESSIONAL LEARNING PROJECTS (PLP): THEORY INTO ACTION

**Purpose:** The Purpose of the Professional Learning Project (PLP) is to support the development of an engaged learning community through innovative strategies in responding to student learning needs and sharing promising practices among educators. The PLP proposal must contribute to progress on district/building goals/initiatives including, but not limited to literacy, personalization, technology, power standards and assessment. Projects should connect together as many aspects of our “5 area framework” as possible by including elements of curriculum, instruction, assessment, professional development, and community.

**Inquiry Question:** This question frames the project and guides the professional learning. The question should be framed to focus on a specific issue appropriate to the teaching assignment/role of the individual(s). The question should be specific enough to be answered through action research, including research of best practices and the collection of actual student work.

Some samples:

*What are effective strategies in accelerating the growth of students who are more than two years below grade level in reading?*

*How can technology be integrated effectively to increase student learning in the content areas?*

**Teacher (s):** The Professional Learning Project can be a proposal for an individual or a group. Collaboration is strongly encouraged as well as a team approach to meeting the needs of students across classrooms. This might include small study circles devoted to discussion of common readings tied to a project theme.

**Proposed Timeline:** The duration of the PLP can be for as little as a semester and as long as two years, but PLP credits will only be awarded upon successful completion of the project.

**Proposals:** The Professional Learning Project should outline the research to be completed, the actions to be taken, and the evidence of student learning expected in addressing the inquiry question. The proposal should be detailed with dates for key events. An inquiry journal will be used to reflect on the professional learning throughout the project. The proposal should contain reasonable estimates of the time necessary to complete each phase of the PLP. The ultimate success of the project will lie in many educators engaging in this process of life-long learning, reflecting on what they have learned and bringing that new understanding or insight into their everyday classroom planning and instruction. Project participants will also be required to make a public presentation of their work to the staff and/or community. Deadlines for proposals to begin in the Fall semester is May 1 for the Spring semester is November 1.

**Committee:** A Committee made up of three teachers appointed by the APT and three administrators appointed by the Superintendent will review PLP proposals and recommend to the Superintendent those proposals that the Committee deems appropriate along with an estimate of the credits that will be awarded upon the successful completion of the project. The Superintendent will make a final determination within 30-days of receipt of the proposal from the Committee. The Committee will also evaluate PLPs in progress and determine if the PLP has been satisfactorily completed and how many credits should be awarded. If the Committee is not unanimous in determining whether the PLP has been satisfactorily completed or how many credits to award, the matter shall be referred to the Superintendent for a final determination. If the teacher(s) disagree with the Superintendent’s final determination, the teacher(s) involved, accompanied by another member of the bargaining unit, shall be given the opportunity to discuss the PLP with the Superintendent.

**Credits:** PLP credits will be awarded after all requirements are met. PLP credits will be based upon a conversion table that roughly equates to the time commitment of university credits and degrees. For example, a three-credit university course normally requires 45 hours of class time plus 2 hours of travel/preparation for each hour of class time, or a total of 135 hours.

**Staff Development Hours:** Only (50) staff development hours in excess of those necessary to achieve certification will be counted toward advancement on the Advanced Degree schedule, limited to 5 credits every 3 years.

**Transition:** No PLP or Profession Development credits will be awarded for professional activities conducted prior to the effective date of the CBA. No teacher will be placed higher on the new Advanced Degree schedule higher than his/her current track status.

**Salary Adjustments:** Salary adjustments based upon successful completion of the PLP shall be applied once a year in accordance with present contract language.

**APPENDIX C**

Track A	Track B	Track C	Track D	Track E	Track F	Track G
Bachelors Degree	Bachelors Degree Plus 15 Credits	Masters Degree OR Bachelors Degree Plus 45 Credits	Masters Degree Plus 15 Credits OR Bachelors Degree Plus 60 Credits	Masters Degree Plus 30 Credits OR Bachelors Degree Plus 75 Credits	Two Masters Degrees OR CAGS Degree OR Masters Degree Plus 45 Credits OR Bachelors Degree Plus 90 Credits	PHD OR Two Masters Degrees OR Plus 15 Credits OR CAGS Degree Plus 15 Credits OR Masters Degree Plus 60 Credits OR Bachelors Degree Plus 105 Credits

## **METHODS FOR MOVING ACROSS SALARY TRACKS**

### **2019-2022**

Credits: Credits can be earned three ways:

1. Taking approved graduate courses- Number of credits is determined by course
2. Current PD hours conversion- Every three years 50 non-course/PLP/recertification PD hours can be converted into 5 credits
3. Completing a Professional Learning Project- Credits determined by PLP committee



**AGREEMENT**

**BETWEEN THE**

**PORTSMOUTH SCHOOL BOARD**

**AND**

**ASSOCIATION OF PORTSMOUTH TEACHERS**

**Effective from July 1, 2022 through June 30, 2024**

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## **SECTION I - BOARD AND ASSOCIATION**

### **Article 1**

#### **RECOGNITION**

For the purposes of collective negotiations pursuant to RSA 273-A, the BOARD recognizes the ASSOCIATION as the exclusive representative of all professional employees of the Portsmouth School System whether under contract, on leave or employed. Professional employees shall include any individual employed by the Portsmouth School System, the qualifications for whose positions are such as to require them to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of professional school personnel, EXCEPT that the term does not include members of the Superintendent's Advisory Council. This council consists of Principals, Directors, Coordinators, and Central Office Administrators. The ASSOCIATION agrees to negotiate for all professional employees without discrimination and without regard to membership in the ASSOCIATION.

### **Article 2**

#### **DUES DEDUCTION**

The BOARD agrees to deduct from the salaries of its employees dues for the ASSOCIATION OF PORTSMOUTH TEACHERS, NEA-NH, and the National Education Association as said teachers authorize the BOARD to deduct. A check will be written to the ASSOCIATION equal to the amount deducted on a month-to-month basis. Any member wishing to cease dues deduction will provide written notice to the Association and once received, the Association will notify the district to cease dues deductions.

### **Article 3**

#### **LABOR AGREEMENT**

The BOARD and ASSOCIATION agree that the District shall provide the President of the ASSOCIATION the following information electronically in EXCEL format for each bargaining unit member bi-annually: (on or before September 15<sup>th</sup> and again on or before January 15<sup>th</sup> of each year)

*Employee name, Date of hire, Position, Work location, Salary schedule step, Full or part time status, Wage rate, Home mailing address (including street, city/town, state and zip code), Home Phone, Stipend, Work email address*

Furthermore, the BOARD and ASSOCIATION agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees, elected insurance plans (e.g. Single, 2 person or Family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan elected.

The ASSOCIATION agrees that the School District will be held harmless for providing the information outlined above.

#### **Article 4**

#### **PRESIDENT OF APT**

The President of the ASSOCIATION OF PORTSMOUTH TEACHERS and/or his or her designee shall be released at full pay not to exceed the equivalent of three (3) days per year and the ASSOCIATION will reimburse substitute costs to the school system.

#### **Article 5**

#### **EMERGENCY BOARD ACTION**

The BOARD, subject only to the language of this AGREEMENT, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district. In an emergency affecting the health, safety, or welfare of the students of the schools, the BOARD may take whatever actions it deems necessary.

However, the Board does recognize its obligations to negotiate with the Association per RSA 273-A over changes to employee working conditions, health and safety, benefits and protections during the period of emergency/pandemic/crisis etc., if so requested by the Association.

#### **Article 6**

#### **ASSOCIATION MEETING**

The first semi-annual meeting of the Teachers' Association will be between the hours of 8 a.m. and 3 p.m. on a workshop day that precedes the opening of school. This meeting will be approximately one (1) hour in length.

#### **Article 7**

#### **USE OF SCHOOL BUILDINGS**

The ASSOCIATION and its representatives shall have the right to use school buildings at all reasonable hours for meetings. This use must be within the hours when custodians are regularly employed and within accepted school policy.

#### **Article 8**

#### **ASSOCIATION - USE OF FACILITIES AND EQUIPMENT**

8.1 Representatives of the ASSOCIATION and their affiliates shall be permitted to transact ASSOCIATION business on school property at all reasonable times, provided that this shall not disrupt normal school operations.

8.2 The ASSOCIATION and its representatives shall have the right to use school facilities and office equipment. The ASSOCIATION shall pay for the costs of all materials and supplies incidental to such use.

## **Article 9**

### **BULLETIN BOARDS AND MAILBOXES**

9.1 The ASSOCIATION and its representatives shall have the right to put notices and matters of ASSOCIATION concern on teacher's bulletin boards; at least one shall be provided in each building.

9.2 The Executive Board of the ASSOCIATION shall have the right to place notices, circulars, and other material in the teachers' mailboxes, provided that such materials shall not relate to any State, local or national political matter of a non-educational nature, or any partisan political electioneering material. The ASSOCIATION shall take all reasonable steps to ensure that the material is not slanderous, libelous, or in any way flagrantly harmful to the school, its staff, or any other individual or group.

## **Article 10**

### **ASSOCIATION BUSINESS DURING THE SCHOOL DAY**

Designated representatives of the ASSOCIATION shall be allowed to receive telephone calls and other communications concerning ASSOCIATION business at any time during school hours providing it does not disrupt the teacher's classroom assignment or interfere with the daily operation of the school.

## **Article 11**

### **TEACHER/ADMINISTRATOR MEETINGS**

The BOARD recognizes the right of all teachers to receive advice if they so desire. If a teacher meets with an administrator, the teacher, upon hearing the topic to be discussed, may request a representative from the ASSOCIATION to attend the meeting.

## **Article 12**

### **NEGOTIATION PROCEDURE**

12.1 The parties agree to enter into collective negotiations over a successor AGREEMENT in accordance with RSA 273-A Statutes of New Hampshire. Not later than October 4<sup>th</sup> of the year preceding the expiration of this AGREEMENT, the parties agree to enter into negotiations, in accordance with procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party concerning salaries and fringe benefits and other conditions of employment. Any agreement reached shall be reduced to writing and signed by the BOARD and ASSOCIATION. The BOARD shall make a good-faith effort to secure the funds necessary to implement said AGREEMENT. If such funds are not forthcoming, the BOARD and the ASSOCIATION shall resume negotiations regarding the matters affected thereby, in accordance with the provisions of the AGREEMENT.

12.2 The BOARD and the ASSOCIATION may, if they so desire, utilize the services of outside consultants, and may call upon professional representatives to assist in negotiations.

12.3 The BOARD and ASSOCIATION will find a mutually agreed upon mediator. The mediator shall meet with the parties or their representatives, or both, as soon as possible, either jointly or separately, and shall take such other steps, as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. If the dispute is not resolved

prior to the thirty (30) days after the impasse is declared and the parties agree in advance, the mediator shall recommend terms of settlement regarding the disputed matters submitted. Said recommendations shall be made within thirty (30) days of his/her appointment. Either the BOARD or the ASSOCIATION may make such findings and recommendations public if no agreement is reached within ten (10) days after their receipt from the mediator.

12.4 The costs for the services of the mediator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the BOARD and the ASSOCIATION.

### **Article 13**

#### **AGREEMENT PROVISIONS**

13.1 This AGREEMENT shall be construed as a BOARD policy for the terms of said AGREEMENT, and the BOARD shall carry out the commitments contained herein, and give them full force and effect as though they were BOARD policy.

13.2 The BOARD agrees not to negotiate with any teachers' group or association, other than the designated unit in regard to any matter subject to negotiations under Article 13, Section 1 of this AGREEMENT. This shall not prevent the BOARD from communicating or consulting with any individual teacher or group of teachers for any purpose the BOARD shall deem desirable in the discharge of responsibilities, nor shall it preclude any teacher from appearing before the BOARD in his/her own behalf on matters relating to employment by the BOARD.

13.3 This AGREEMENT may not be modified, in whole or in part, by the parties, except by an instrument in writing, duly executed by both parties.

13.4 Whenever any notice is required to be given by either party to this AGREEMENT to the other, pursuant to the provisions of this AGREEMENT, either party must do so by registered or certified mail, at the following addresses:

If by ASSOCIATION, to: School Administrative Unit 52  
1 Junkins Ave, Suite 402  
Portsmouth, NH 03801

If by BOARD, to: President of the Association, or  
his/her designee, at the appropriate  
address filed with the BOARD.

13.5 Except as this AGREEMENT shall hereinafter otherwise provide, all terms, conditions, of employment, and benefits in effect at the time this AGREEMENT is signed shall continue to be so applicable. Unless otherwise provided in this AGREEMENT, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms, conditions of employment, and benefits existing prior to its effective date.

13.6 If any provision of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.



13.7 If any article or part of this AGREEMENT is held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the AGREEMENT shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

#### **Article 14**

### **CONTINUITY OF OPERATIONS**

14.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year, and the avoidance of disputes, which threaten to interfere with such operation. The ASSOCIATION accordingly agrees, during the period of this AGREEMENT, that it will not, nor will any of its members acting in its behalf cause, authorize, or support, nor will any of its members take part in, a strike against the Portsmouth School System.

14.2 In the event that negotiations do not bring about an agreement by July 1 or a revised agreement by September 1, this contract remains in effect until an agreement is reached.

14.3 If negotiations are resumed due to a budget reduction and no revised agreement is reached by September 1, neither party shall take any action to impair the operation of the schools.

#### **Article 15A**

### **NON-DISCRIMINATION/JUST CAUSE/EMPLOYEE RIGHTS**

15A.1 The BOARD and the ASSOCIATION agree that they will not discriminate against employees on the basis of race, creed, color, gender (including transgender), sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, military service, religion, or any other status or characteristic protected by Federal, State or local law.

The Board and the Association also agree that unlawful harassment based on any status or characteristic protected by Federal, State or local law is unacceptable conduct that will not be condoned by the Board or the Association.

15A.2 Teachers under a continuing contract who are not to be re-employed in the district shall be notified in writing no later than April 1.

No teacher shall be non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause, except that the non-renewal or dismissal of teachers during their probationary period in the district will be dealt with according to RSA 189:13 and 14 and shall not be subject to the grievance procedure.

Discipline shall be progressive in nature.

15A.3 Additional principles of progressive discipline shall be:

- i. Any employee discharged must be paid in full for all wages and benefits owed him or her *up to date of discharge* by the BOARD.

- ii. The BOARD agrees to notify each employee in the bargaining unit and the ASSOCIATION of all changes to existing work rules on the school staff resource page. New employees shall be provided with a copy of the work rules at the time of hire. Such rules shall be reasonably related to the duties and responsibilities of employees in the bargaining unit, shall not conflict with the terms of this Agreement, and shall be uniformly applied and enforced.
- iii. Suspension of an employee pending BOARD hearing and determination shall be with pay. A suspended employee shall be entitled to a hearing before the BOARD within ten (10) working days.
- iv. Whenever an employee is called before an administrator, the Superintendent, or the BOARD concerning any disciplinary matter or potential disciplinary matter. Employees will be notified that they are entitled to have an ASSOCIATION representative and/or NEA-NH Uniserv Director present for advice and representation during such meeting.
- v. Any certified professional employee who is suspended and believes the suspension is without just cause may grieve the suspension and any loss of pay. Any certified professional employee whose suspension is reduced or revoked shall receive all pay for those days of suspension which are reduced or revoked.

#### **Article 15 B**

#### **RE-EMPLOYMENT NOTICE**

15B.1 It is understood by both parties, that a teacher who is re-employed off the RIF list and has never taught in that certified area, in a contracted capacity, will be placed in that position on a one-year trial basis. That teacher will demonstrate competency in that new position. The teacher will devote 40 of the next 50 professional development hours to the new teaching assignment. Further, it is expected that 15 of those 40 hours will be accumulated during that first year.

Said teacher's status for employment in other certified areas will NOT be affected by Article 16.1B.

Teachers so re-employed will be observed at least two (2) times resulting in an evaluation prior to January 1. If as a result of evaluations, the teacher is not renewed, he/she will be notified in writing with reasons stated no later than April 1. He/she will return to RIF list in that certification and will not be rehired in that certification until he/she has demonstrated competence in a position in that certification.

#### **Article 16**

#### **RIGHTS OF THE PARTIES**

There shall be no reprisals taken against any teacher by reason of membership in the ASSOCIATION or participation in its lawful activities, nor shall action be taken against a teacher for processing a grievance.

## **Article 17**

### **HEALTH AND SAFETY**

17.1 The BOARD shall provide a safe and healthy classroom and campus environment.

17.2 The ASSOCIATION and The BOARD agree that any issue regarding health and safety, including unhealthy working temperatures, will be brought to the building Administration and Superintendent in an attempt to resolve the issue prior to any formal action being taken. Resolution may include portable A/C or heating units, additional fans, or cooling stations.

## **SECTION II - RESPONSIBILITIES OF PROFESSIONAL EMPLOYEES**

### **Article 18**

#### **WORK YEAR**

18.1 The teacher work year shall be no more than 187 days except that teachers initially entering the Portsmouth School System will be expected to appear one additional day prior to the opening of school.

18.2 The Association shall be responsible for the development of the school calendar. The Association shall make a provision for staff, SAU #50 and parent input, and shall consult with the Superintendent. The Association shall provide a final draft of the calendar to the School Board for final approval by the first meeting in February.

18.3 Any member required by the School Department to work beyond his/her contracted days will be paid on a per diem based on position and current step for the fiscal year in which the extra work is performed, with the exceptions noted in 19.1.

18.4 Some teachers, specialists or librarians, may have work situations that require one (1) or more days in-school time at the beginning and/or at the end of the school year without normal student contact. These professionals shall have the number of student free days equal to the number of buildings in which they teach. This Section shall apply to elementary school teachers in Physical Education, Art, Music, English Second Language, Speech, Occupational Therapy, and Computer.

### **Article 19**

#### **TIME REQUIREMENT**

19.1 An eight (8) hour "on-site" workday will be established with a duty free, uninterrupted lunch period of 25 minutes or the student lunchtime, whichever is greater. Teachers are expected to be available to:

- A. Aid students on an after-school basis as needed.
- B. Attend department or other professional staff meetings designed to provide meaningful professional growth or to clarify school business in general.
- C. Conduct parent conferences.

- D. Participate in Student Evaluation/Placement Team meetings as necessary.
  - E. Participate in other school-related activities as scheduled by the administration, such as the distribution of report cards and parent-teacher group meetings. Participation and attendance assignments will be distributed among all staff as equitably as possible.
  - F. Participate in meetings programmed and attended by those teachers and administrators involved. These meetings will not exceed two (2) hours per week, except in rare circumstances, and shall not be held during teacher planning time unless mutually agreed upon between the teachers and the administrators involved.
- 19.2 The eight (8) hour day shall be spent on school site and may include classes, study halls, student contact, planning, peer coaching, training, meeting in collegial groups, or other activities. As professionals, teachers need time in their schedule for other activities related to the educational process.
- 19.3 Teachers will have at least a 45 minute planning period daily within the confines of the student day (with the exception of PEEP teachers, who may have their planning time after the student day). In rare circumstances, Administration may require teachers to participate in a meeting during this time.
- 19.4 All part-time teachers will share classroom and duty assignments and responsibilities in proportion to their percentage of salary.
- 19.5 No more than two (2) periods per semester per subject certification may be filled with part-time employees unless special circumstances arise.
- 19.6 All teachers are expected to be in school a reasonable amount of time before and after school.
- 19.7 Work may be accomplished within the building or other appropriate setting. Before leaving the building, the teacher must inform the principal or supervisor of his/her destination, purpose and expected time of return.
- 19.8 The SAU will make every effort that is practical and possible to provide teachers with access to a telephone or district issued device, which allows for confidential communications with parents.

## **Article 20**

### **RELATIONSHIP OF PROFESSIONAL AND PARA-EDUCATOR STAFF**

- 20.1 A professional is defined as any person hired for a position for which professional certification is required and who bears the primary responsibility for the educational process in his/her area.
- 20.2 Professional and para-educators staff shall work together to provide quality education to the students in the Portsmouth Schools.
- 20.3 Professional staff may initiate and will participate in the process to determine the students to be assigned to the para-educators.
- 20.4 Professional staff shall participate in the selection of materials and preparation of the program to be implemented by the para-educators to plan lessons, implement lessons, diagnose, and/or evaluate.

## **Article 21**

### **TEACHERS' HANDBOOK AND BOARD POLICIES**

- 21.1 District and School Employee handbooks shall be made electronically accessible to all staff.
- 21.2 The contract will be available at all times to all employees on the city website for Collective Bargaining Agreements.

## **Article 22**

### **CLASS SIZE**

22.1 The School Board recognizes the importance of establishing appropriate class size in order to meet the needs of all learners in the classroom. The school board will make every effort to keep class size at 20:1 or lower in grades K-5. Similarly, the school board is cognizant of class size at the middle and high school levels and desires appropriate class size in order to learn in small groups, have one on one interactions and permit teachers to craft different strategies for children in their classes and therefore will make every effort to keep class size at a 24-27:1 or lower in grades 6-12. The district will, by law, not exceed the standards set forth in Ed 306.17, Class Size:

- a. K-2, 25 students or fewer per educator, provided that each school strive to achieve the class size of 20 students or fewer per educator
- b. Grades 3-5, 30 students or fewer per educator, provided that each school strive to achieve the class size of 25 students or fewer per educator
- c. Middle and High School, 30 students or fewer per block/period per educator
- d. Class size requirements may be exceeded in study halls, band or chorus
- e. In the interest of safety, the maximum number of students in laboratory classes such as science or career and technical education shall be determined by the number of work stations designed for the area and in no case shall exceed 24 students.

22.2 The District recognizes that certain students require more attention from the classroom teacher than do others. Therefore, in determining class sizes, the varied needs of all students will be considered, whenever possible.

## **Article 23**

### **PROFESSIONAL DEVELOPMENT**

23.1 It is the responsibility of the employee to continually participate in Professional Development and other training, both within and outside the district, for the purpose of professional growth and re-certification requirements. Employees are responsible for obtaining the required number of professional development hours in their area(s) of certification to fulfill the three-year timelines as outlined by the Department of Education.

It is the responsibility of the employer to provide during the school year in-service training to all employees whose assignments require them to teach students who have individual educational programs. Such in-service training shall focus on P.L. 94-142, other relevant laws, regulations, and

standards of a like nature, and shall address especially the technical aspects involved in developing individualized educational programs and satisfying the requirements of the law.

## **Article 24**

### **TEACHER RESPONSIBILITIES**

24.1 Teachers are expected to attend team and parent conferences at mutually agreeable times.

24.2 Teachers' attendance at open house or visitation times scheduled for parent participation is vitally important. Teachers who are unable to attend may be asked to submit in writing their reasons to their principal.

## **Article 25**

### **CONTINUOUS IMPROVEMENT PROCESS AND TEACHER EVALUATIONS**

25.1 It is understood that a key component to professional growth will involve a requirement that each teacher establish annual goals, which are measurable and ensure continuous improvement and achievement of student outcomes. These goals and their attainment shall be part of the evaluation process, hereby known as the Plan for Teacher Effectiveness

Staff input into future staff evaluation changes is recognized as being highly desirable and the administration will continue to consult the staff and the ASSOCIATION President, or his/her designee, in preparing and reviewing changes or additions. Final acceptance of any change will be the responsibility of the Superintendent and the BOARD.

[Plan For Teacher Effectiveness](#) The educational process is an extremely complex one and professional staff striving for excellence is the most important element in a sound educational program. Thus, evaluation of the educational process is essential and ongoing in order to ensure the retention of highly effective professionals.

Professional Staff Evaluations should serve the following purposes:

1. To aid the individuals to grow professionally.
2. To encourage high standards in the field of education.
3. To enhance the quality of educational services to the students' community.

Staff evaluations are designed to be positive in nature and to promote professional growth. There may be cause, as a result of the evaluation process which dictates that the BOARD dismiss, non-renew, or direct other appropriate action be taken in individual cases.

25.2 Employees are required to submit a PLC SMART goal, and a professional goal, and 1 personal goal focused on growth in a component or domain in Danielson's framework. PLC work will not be dependent on a particular result in learning, but rather, submitting SMART goals and collecting evidence of student learning must suggest authentic implementation of PLC practice. If any goal(s) are not approved the employee will meet with their Administrator to revise the goal(s) in order to meet the district standards. Employees are also required to complete a self-evaluation of their progress towards their goals.

25.3 Since evaluations are designed to provide accurate feedback to staff on performance against set standards, Danielson's framework or other mutually agreed upon evaluation tool, for effective teaching will serve as the basis of an evidence-driven process of evaluation. Staff may choose evidence beyond the administrator's observations to contribute to the evaluation according to Danielson's rubrics.

25.4 All evaluations shall include appropriate observations by Administration. Additional evidence may include, but is not limited to, lesson or unit plans, videos of instruction, student assessments, and other professional contributions.

The evaluation, over time, should evidence a teacher's growth in performance toward distinguished according to Danielson's rubrics, or other mutually agreed upon evaluation tool.

25.5 For the purpose of evaluations, the year will be considered from April 1 through March 31, except that first year teachers will be evaluated from September through June, unless stated otherwise in their growth plan.

25.6

#### Evaluation

When an Administrator writes an evaluation of a teacher, a copy will be routed to the teacher who will acknowledge receipt. Teachers will have the opportunity to discuss the evaluation with the administrator prior to signing and submitting to the Superintendent. Such signatures indicate only that the evaluation has been completed and read by the staff member and not that he/she agrees with it. One copy will be filed in their personnel file in the Superintendent's office. If the teacher wishes to comment on any or all parts of the evaluation, the teacher may file written comments in the teacher's personnel file which is housed in the Superintendent's office within ten (10) school days.

#### Observation

When an Administrator conducts a formal observation of a teacher, the teacher will acknowledge receipt. The teacher will be presented a copy of the formal observation no later than ten (10) school days after the formal observation. Teachers will have the opportunity to discuss the formal observation with the administrator and may add their own written comments to the observation document.

25.7 [The Plan for Teacher Effectiveness](#) will address providing supports for teachers in need of a Directed or Monitored growth plan of improvement. Assistance shall be provided as soon as possible to teachers who are experiencing difficulties meeting professional responsibilities. The parties agree that any Professional plan of improvement be reasonable, achievable and measurable to ensure an employee's best chance of success.

25.8 If the Directed Growth plan is not achieved, it may result in a BOARD dismissal, non-renewal, and/or other appropriate action.

25.9 The administration shall make every effort to maximize class instruction time and minimize interruptions of the academic process due to non-academic activities.

25.10 In conformity with the intent of regulations and standards adopted for the implementation of P.L. 94-142, no employee shall be held accountable if a child does not achieve the growth projected in the Goals and Objectives of the child's Individualized Educational Plan.

## **Article 26**

### **PERSONNEL FILES**

26.1 Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character, and efficiency maintained in his/her personnel file with reference to evaluations of his/her performance in the Portsmouth School District. Any documents to be placed in a teacher's folder shall be photocopied and sent to the teacher at the same time they are placed in the folder. No document may be used against an individual if a copy has not been given to the individual.

26.2 Upon mutual agreement between the employee, supervisor and/or Superintendent, material may be removed from an employee's record.

26.3 No information contained in the files of an employee will be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of pay step.

26.4 Upon notice, each teacher shall have the right to review and reproduce material in his/her personnel file, and to have inserted his/her own written comments regarding the material.

26.5 The district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. No separate file, which is not available for the teacher's inspection, will be established.

## **Article 27**

### **SENIORITY**

27.1 Seniority shall be based on latest date of hire with continuous years of employment as members of the teachers' bargaining unit in the Portsmouth School System with the exception of part-time employees and employees who have taken LOAs or sabbaticals. The date of hire is defined as the meeting date that the BOARD approved the teacher's nomination. If the meeting date cannot be confirmed the date of hire would be September 1 of that year.

The following criteria will be used:

- A. Part-time teachers will receive the same seniority percentage as their salary percentage. Teachers who work less than a full year will receive seniority for each month worked and they will be placed on the seniority list consistent with years worked. If date of hire is earlier than placement on the list then the part-time teacher would be deemed to be more senior.
- B. Required military service will in no way prevent accumulation of seniority.
- C. When two members have the same date of hire, the one that has taken fewer leaves of absence LOA or sabbaticals is senior. A teacher who has more than one LOA or sabbatical will be moved a seniority year down for each LOA or sabbatical with this teacher being more senior of that group.
- D. When two members are equal, the one with the greater number of years in the system is senior.
- E. There is NO break in service for any teacher on the RIF list.



F. Professional employees in the system may maintain seniority in the bargaining unit by annually joining and paying dues to NEA and NEA-NH or by contributing the same amount to the APT Scholarship Fund.

G. A full-time employee is defined as any employee working 187 days. For purposes of seniority, anyone working more than 187 days will not accrue additional seniority for that school year. For purposes of this article only, approved leave for medical reasons will not be counted against an employee's full time status.

28.2 The BOARD will maintain a current seniority list based on seniority and areas of certification. This list will be updated and posted in every school by March 1st of each school year. A copy of this list shall be mailed to the APT President.

## **Article 28**

### **ASSIGNMENT CHANGE**

28.1 When either school administration or an employee desires a change in assignment, the party desiring such a change must notify the other in writing. If the transfer of assignment is at the request of the administration, then those teachers with five (5) years or less seniority may be transferred without regard to seniority. When teachers with more than five (5) year's seniority are involved then the least senior may be transferred first. When the transfer request is at the request of the teacher, the decision will be based on sound educational reasons.

28.2 Teachers transferred to another building at the request of the administration in Article 28.1 will be given two (2) days of non-school time with per diem pay to make the move.

28.3 No more than three percent (3%) of the staff may be transferred after August 1st.

28.4 Transfers, assignments or re-assignments within the school building will be excluded from this article except that all transfers will be for sound educational reasons and the person being transferred will be so notified in writing.

28.5 When enrollments necessitate the closing of a school, the administration will meet with the teachers involved to discuss the options available to them. A timeline and procedures (including procedures for the appropriate distribution of materials and equipment) will be developed as far in advance as possible. The administration will attempt to make placements that are compatible with the teachers' areas of strength, experience and preference.

28.6 Any teacher transferring into another teaching certification against his/her will shall be entitled to:

A. Written reasons for the transfer.

B. The right to a hearing before the Superintendent within ten (10) school days of the notice of the transfer.

C. A program with material and guidance to assist the teacher in his/her new area of certification.

**Article 29**

**REDUCTION IN FORCE**

29.1 In the event the BOARD decides it is necessary to reduce the number of teachers due to reasons of financial exigency, declining enrollment, program elimination or reduction, or the consolidation or elimination of positions, such reduction in force will be made in accordance with the following procedures.

29.2 The Board will make every reasonable effort to minimize the effect of reduction in force. The Board will first examine if it can be accomplished through attrition (retirements, resignations.) The Superintendent shall send written notification to the President of the Association and all teachers whose positions are being reduced or eliminated.

29.3 The decision to implement a reduction in force in a certification area will be made at the discretion of the School Board after all information is received and carefully reviewed. The School Board wishes to retain those teacher who not only have proper certification, but who have relevant teaching experience as well as evidence of involvement in the district and shall consider the following factors (points) in total:

1. Experience, teaching in Portsmouth, in certified area; (1-4 years, 1 point; 5-9 years, 2 points; 10-14 years, 3 points; 15-19 years, 4 points; 20-24 years, 5 points, 25 or more, 6 points)
2. Track / Degree Status (Track A, 1 point; Track B, 1 .5 points; Track C, 2 points; Track D, 2.5 points; Track E, 3 points; Track F, 3.5 points; and Track G, 4 points)
3. Professional Responsibility: Each year teachers complete a narrative reflection highlighting their contributions to the district. Teachers will be awarded up three points, a point for every activity where they evidence service to children (co and extra-curricular activities) or participation in school or district committees or projects.
4. Seniority in district (1-4 years, 1 point; 5-9 years, 2 points, 10-14 years, 3 points; 15-19 years, 4 points; 20-24 years, 5 points, 25 or more, 6 points)

<b>Relevant Teaching Experience</b>	<b>Points</b>																
<table border="0"> <tr> <td>1-4 years</td> <td>5-9 years</td> <td>10-14 years</td> <td>15-19 years</td> <td>20-24 years</td> <td>25+years</td> <td></td> </tr> <tr> <td align="center">1</td> <td align="center">2</td> <td align="center">3</td> <td align="center">4</td> <td align="center">5</td> <td align="center">6</td> <td align="center"><i>Maximum of 6 points</i></td> </tr> </table>	1-4 years	5-9 years	10-14 years	15-19 years	20-24 years	25+years		1	2	3	4	5	6	<i>Maximum of 6 points</i>			
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Track A	Track B	Track C	Track D	Track E	Track F	Track G											
1	1.5	2	2.5	3	3.5	4	<i>Maximum of 4 points</i>										
<b>Professional Responsibility</b>	<b>Points</b>																
1 point per activity / committee / stipended or non-stipended co and extra-curricular activities during the prior three years	<i>Maximum of 3 points</i>																
<b>Seniority</b>	<b>Points</b>																
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1-4 years	5-9 years	10-14 years	15-19 years	20-24 years	25+years												

1	2	3	4	5	6	<i>Maximum of 6 points</i>
<b>TOTAL</b>						<b>19 Points</b>

Bumping Rights: The right to bump a less senior teacher in another academic area may only occur if the teacher has taught within the endorsement for a period equal to the least senior teacher in the certified area.

If the Board determines all factors are equal, then seniority will prevail in making the final determination.

29.4 Any substitute work that is likely to result in employment as a permanent substitute will be offered to qualified and certified teachers on the re-employment list whenever possible.

29.5 Teachers so reduced will be re-employed in the inverse order in which they were reduced. Teachers hired before July 1, 1993 will be placed on a re-employment list for five (5) years. New teachers hired on or after July 1, 1993 will be placed on a re-employment list for three (3) years. This list will be updated and posted quarterly. If a re-called teacher accepts or refuses a part-time position, that teacher maintains his/her seniority in reduction in- force recall for any appropriate full-time position. However, if a teacher refuses an offer of full-time contracted re-employment, that teacher's name will be removed from the reemployment list, unless the opening occurs during the school year and/or if the teacher is under contract to another school district for that year. Nonetheless, a teacher may opt to be passed over one (1) time while on the RIF list without permanently being removed.

29.6 Teachers under a continuing contract who are not to be re-employed in the District shall be notified in writing no later than April 1. However, if the individual's position is included in the BOARD'S proposed budget, said individual will be notified of such and that individual would not be subject to RIF recall provisions until August 10, however they would be subject to Article 29 (Assignment Change) and in the case of said teachers, Article 29.3 will be waived.

### **Article 30**

#### **IMPROVEMENT PLANNING**

30.1 The parties agree there will be educational, instructional, and organizational changes implemented in the future through the improvement planning process.

The ASSOCIATION and the BOARD will work cooperatively to implement improvement planning. Neither party will utilize the collective bargaining agreement to impede the implementation of improvement planning goals.

It is understood that the flexibility envisioned by this section does not include changes in seniority, wages, insurance, leave benefits, or length of work year unless specifically negotiated and approved by all appropriate parties.

30.2 Daily Schedules - Teachers will work eight (8) hours but teachers in the same school may work different hours. For example, a school could be open from 7:00 a.m. to 5:00 p.m. and with some teachers working from 7:00 a.m. until 3:00 p.m. and others working from 9:00 a.m. to 5:00 p.m. Teachers with less than full-time contracts will have on-site work days (or work weeks) proportionally reduced.

30.3 Instructional/Duty Time - Daily instructional/duty time shall not exceed six hours. Daily instructional/duty time shall include time assigned to study halls, skill centers, and other assigned student related duties.

30.4 Career Ladder: Interval is a term used to describe movement on the pay scale. Achievement Units (AUs) describe the knowledge and skill necessary for an educator to evidence to move up on the new pay scale. When educators accumulate 3 AUs as a result of setting goals, reflection of progress towards goals, and completing an annual self-evaluation, they move one interval along the pay scale. All staff must attain 3 AU's each year regardless of their interval standing.

30.5 Teacher Quality Panel (TQP). In 2015-2016, a joint panel composed of three teachers representing the three grade spans (PK-5; 6-8 and 9-12) and three administrators representing the three levels appointed by the union and the school board was created. The TQP will 1) Establish criteria for evidence used in self-evaluations on Danielson's framework; 2) establish staff training to strengthen peer feedback. TQP appointments will be for a three (3) year term. No employee shall serve more than one (1) consecutive term, unless in the event that no other candidate expresses interest.

### **SECTION III - GRIEVANCE PROCEDURE**

#### **Article 31**

#### **CONTRACT CLARIFICATION**

31.1 Where a teacher or the ASSOCIATION disputes an interpretation and/or application of the contract or conditions of employment implied but not necessarily stated in the written contract, he/she, or the ASSOCIATION may initiate a grievance, except that non-renewal or dismissal of probationary teachers will be dealt with according to State law.

A grievance to be considered under this procedure must be initiated by the employee or the ASSOCIATION within twenty (20) school days of when the employee should have reasonably known of its occurrence.

31.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the BOARD level. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at that step. A decision on the grievance at the BOARD level shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant.

31.3 Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. If the action or inaction being grieved originated with the Superintendent or the BOARD, the grievance may be initiated at the Superintendent's level.

31.4 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) school days, he/she shall set forth his/her grievance in writing to his/her immediate supervisor or Superintendent, if appropriate, specifying: (a) The nature of the grievance and date occurred; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions if any; (d) his/her dissatisfaction with decisions previously rendered; and (e) the remedy

requested. The immediate supervisor or the Superintendent shall communicate his/her decision to the employee and ASSOCIATION within five (5) school days of receipt of the written grievance.

31.5 No later than ten (10) school days after receipt of the immediate supervisor's or Superintendent's decision, the employee and ASSOCIATION may appeal the decision to the Superintendent of Schools or BOARD, if appropriate.

The appeal must be made in writing, reciting the matter submitted to the immediate supervisor, as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee and the ASSOCIATION to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days, and the Superintendent shall communicate his decision in writing to the employee and the ASSOCIATION, and the immediate supervisor within ten (10) school days.

31.6 If the grievance is not resolved to the grievant's satisfaction, he/she and the ASSOCIATION, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD, or committee thereof, shall review the grievance and shall, at the option of the BOARD, or upon the request of the grievant, hold a hearing within thirty (30) school days. A decision in writing shall be communicated within thirty (30) calendar days of the hearing. A decision will be deemed communicated to the ASSOCIATION if it is postmarked, first class and return receipt requested, within the time limit.

31.7 If the decision of the BOARD does not resolve the grievance to the satisfaction of the grievant and he/she wishes a review by a third party, he/she shall so notify the ASSOCIATION within five (5) school days of receipt of the BOARD'S decision. If the ASSOCIATION determines that the matter should be reviewed further, it shall, in writing, so advise the BOARD through the Superintendent within ten (10) school days of receipt of the BOARD'S decision. The parties shall then initiate a request for arbitration under the procedure set forth herein.

31.8 The parties shall attempt to reach mutual agreement on an arbitrator. If the parties are unable to reach mutual agreement on an arbitrator within five (5) working days, a request shall be made to the New Hampshire Public Employee Labor Relations Board, the Labor Relations Connection, or other similar entity on which the parties agree to submit a roster of persons qualified to function as arbitrators in the dispute in question.

31.9 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the New Hampshire Public Employee Labor Relations Board, the Labor Relations Connection, or other similar entity on which the parties agree to submit a second roster of names.

31.10 If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the New Hampshire Public Employee Labor Relations Board, the Labor Relations Connection, or other similar entity on which the parties agree may be requested by either party to designate an arbitrator.

31.11 Neither the BOARD nor the ASSOCIATION will be permitted to assert any grounds or evidence before the arbitrator, which were not previously disclosed to the other party. The findings of the arbitrator shall be binding on the BOARD, ASSOCIATION, and grievant. Any of the parties may

appeal to the courts the decision of the arbitrator, in accordance with RSA 542 upon the condition that the appealing party pays the reasonable attorneys' fees of both parties relating to the appeal.

31.12 The BOARD, the aggrieved, and the ASSOCIATION shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

31.13 Should the grievant so elect, the aggrieved person shall be represented at all stages of the grievance procedure by his/herself, or by a representative selected or approved by the ASSOCIATION. The ASSOCIATION shall be notified at all levels and has the right to be present at all levels.

31.14 The parties participating in this involvement are guaranteed individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting an appeal with respect to a personal grievance.

31.15 The fees and expenses of the arbitrator shall be shared by the two parties equally.

31.16 If the parties disagree as to the meaning or interpretation of any of the provisions of this AGREEMENT, either party may utilize the clarification procedure set forth in Article 32 in order to resolve said dispute.

31.17 Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance, but only that the parties view the grievance procedure as an expeditious means of resolving grievances.

31.18 All documents, communication, and records dealing with the process of a grievance shall be filed separately from the personnel files of the parties of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of all documents shall be given to the grievant.

## **SECTION IV - LEAVES AND BENEFITS**

### **Article 32**

#### **SHORT TERM LEAVES AND ABSENCES**

32.1 At the start of each contract year, each teacher will be granted seventeen (17) days per year for personal illness or illness in the immediate family. A maximum of four (4) days per year for personal business or emergency leave may be used from sick leave. For all employees hired prior to July 1, 2014, there is unlimited accumulation of such leave; all employees hired after July 1, 2014 will accumulate sick leave as set forth in this article to a maximum of one hundred and fifty (150) days. No more than fifteen (15) days per year of paid leave may be used for illness in the immediate family. Personal leave may not exceed four (4) days per year, unless approved by the Superintendent of Schools.

The teacher will provide twenty-four (24) hours advance notice. Taking a personal day preceding or subsequent to any school holiday or vacation shall require prior approval from the Superintendent.

Personal, Professional, and Sick days will be taken in full day increments, unless a shorter time period is approved by the building administration.

The BOARD will provide one (1) day of additional pay, at the teacher's current pay rate, to any employee who has used no personal days in a school year.

32.2 For employees hired on or before June 30, 1996, The BOARD agrees to pay 85% of the accumulated short term leaves of absence days to a maximum of 190 days, in a cash payment at the per diem rate which the teacher last earned to any teacher who retires from the system under N.H. State Retirement Laws or upon a teachers voluntary resignation so long as the teacher has worked ten (10) or more years in the system. (The exception to this voluntary resignation provision is that a teacher resigning in the face of dismissal or non-renewal based upon charges of serious criminal misconduct will not be paid for accumulated sick leave under this contract even if the employee voluntarily resigns). All employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this article but shall receive no payout for accumulated short term leave of absent days either upon retirement or voluntary resignation.

32.3 In the event of prolonged absence as a result of accident or illness, the SCHOOL BOARD will consider circumstances that might warrant extension of full or partial sick pay.

32.4 A Personal Employee Leave Bank is hereby established which entitles an individual for reasons of personal illness or maternity leave to borrow, in advance, sick leave not yet accumulated, not to exceed thirty (30) days. Upon implementation of this contract any employee who is in negative days shall be expected to work with the business office to establish a re-payment plan to address negative days in a reasonable and timely manner. These days must be repaid before the employee resigns or retires from the district. Such repayment will be waived in cases where an employee's separation from employment with the District is due to death or permanent disability. It may also be waived on a case-by-case basis.

32.5 Any teacher receiving sick bank benefits or income protection benefits shall be entitled to life insurance, retirement, disability insurance and health insurance for a period of one (1) year, on the same terms as an active employee. After one (1) years, the teacher will have the option of continuing these benefits at their own expense. While the teacher is receiving sick bank benefits or income protection benefits, they will be deemed to be under contract to the school system.

#### 32.6 Parental Leave

Any person covered under this agreement shall be granted available sick leave for the purpose of adopting or giving birth to a child. The duration of continuous working days of sick leave may be six (6) weeks, or longer when determined medically necessary by a doctor, within the first year of the child's arrival.

A leave of absence shall be granted to a permanent, full-time employee, who has been employed for at least one (1) year before said application. Such leave will commence at the time recommended by the employee's standing physician and/or initial placement of the child occurs. Such leave shall not exceed the conclusion of the school year during which the request is made.

Employees shall be entitled to use six (6) weeks of paid sick leave, or longer when determined medically necessary by a doctor. While on such leave, insurance benefits as contractually agreed

shall be continued for such leave beyond the period in which the employee is utilizing paid sick leave if the employee is approved on FMLA.

If the employee is out of work for such leave beyond their sick leave utilization and is no longer covered by FMLA, then the employee may keep health insurance benefits in force under the present carrier while on leave by paying the total premium costs for maintaining insurance to the School Department, on a schedule suggested by the Business Administrator, or, if the carrier requires, through COBRA, with the School District agreeing to pay the COBRA administrative fee.

If the district should employ both parents within the school district, it is understood that the total time for both employees collectively cannot exceed one (1) year period of leave set forth in this article.

If an employee who has been granted leave of absence in accordance with this provision shall fail to return to work upon expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated their employment.

Leave for an additional school year shall be granted at the sole discretion of the School District. To be considered for such leave, there must be a written request to the Superintendent. This request must be submitted to the Superintendent no later than March 1st of the preceding year. In no case will a teacher be granted an extended leave that permits absence for more than two (2) school years. Re-employment after the leave will begin at the start of the school year following the expiration of the leave.

All benefits to which a teacher was entitled at the time his/her leave of absence commenced including unused accumulate sick leave, shall be restored to him/her upon his/her return.

Upon return, the Superintendent will assign the teacher to his/her former position or an appropriate certified alternate position.

### 32.7 Employee Sick Leave Bank:

A voluntary donated sick leave bank is established to provide additional paid leave for participating employees who have exhausted their accrued leave as a result of a catastrophic or extenuating illness or injury to self, or an immediate family member. The Bank serves as a depository to which participating employees may voluntarily contribute leave for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid leave for any medical reason, but to alleviate the hardships outlined above.

Employees will be given an opportunity to donate to the Bank every year. Days will be donated between the first day of school and September 30<sup>th</sup>. When necessary, additional donations may be requested by the APT Executive Board.

Only employees who donate to the Bank are eligible to apply for benefits from the Bank.

At the time of submission, the APT Executive Board may require substantiating medical documents, and in all cases, the decision rendered by the committee shall be final and binding.

If approved by the APT Executive Board, these days will be presented without penalty or repayment. The decision of the APT Executive Board to approve use of the Employee Sick Leave Bank shall be communicated in writing to the Superintendent for record keeping purposes. Administration shall provide the APT with a list of employees who have donated a day by September 30<sup>th</sup> of each school year.



Membership Eligibility, Obligations, and Limitations:

1. Eligibility is discontinued upon termination of employment, retirement, or death. No payment of benefits will be made to survivors.
2. Members must waive all claims to leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.
3. The maximum amount of donated leave bank benefits accessible to a recipient cannot exceed 91 days in a school calendar year.
4. If intermittent treatment is required, unused approved donated leave bank benefits will be provided on an as-needed basis until the employee recovers from the catastrophic illness or injury or the benefit ends, whichever is earlier.
5. Any balance of days approved but not required for the illness/injury will remain the property of the Bank.
6. Employees who are off work due to an on-the-job injury or illness may request time from the Bank until the determination of the workman's comp claim is issued.

**Article 33**

**OTHER SHORT TERM LEAVES OF ABSENCE**

33.1 Members of the bargaining unit may be entitled to the following leaves of absence without loss of pay:

1. Professional days
  - a. Leave may be granted to a teacher for the purpose of school visitations, attending conferences, or professional meetings, subject to prior approval by their building administrator. If denied by the building administrator, such decision can be appealed to the Superintendent.
  - b. Professional days will not be charged against accumulated leave.

2. Bereavement leave

- a. Bereavement leave will be granted as follows:

**Not to exceed 10 days**

Spouse

Child

**Not to exceed 5 days**

Parent

Sister

Brother

Parent-in-law

**Not to exceed 3 days**

Sibling-in-law

Grandparent

Aunt

Uncle

- b. Extensions may be granted by application to the Superintendent.
- c. Leave may also be granted by application to the Superintendent of Schools for the following:
  - Niece
  - Nephew
  - Close personal friend
  - Cousin
- d. Bereavement days will not be charged against accumulated leave.

3. Civil Leave for Jury Duty or Witness Service

- a. Upon application to the Superintendent, leave will be granted to the teacher who is subpoenaed as a witness in a civil or criminal case, or is called for jury duty. Application will be made in advance with supporting documentation.
- b. The teacher shall forward to the BOARD all reimbursement for such service, except what is used for personal expenses, but not to exceed gross pay for the period of leave.

4. Religious Leave

Teachers may receive up to two (2) additional personal days each year for commonly accepted religious holidays, such as Rosh Hashanah and Yom Kippur, where the tenets of the teacher's religion prohibit work on such days and require their attendance at religious services. Teachers must give the Superintendent five (5) days advance notice. These days will not be charged against short-term leave days.

**Article 34**

**OTHER LEAVES**

- 34.1 If any individual is requested by the Superintendent of Schools to attend a function on behalf of the BOARD, such time shall not be charged to an individual's personal time.
- 34.2 Extensions of Article 34 may be granted by the Superintendent.

## **Article 35**

### **SUBSTITUTE TEACHERS**

35.1 The School Department agrees to fill any temporary absence of a teacher with a certified teacher in the subject area or grade level where possible. It is recognized that extreme circumstances may arise whereby a substitute cannot be located. Such circumstances will be stated in writing to the ASSOCIATION by the Superintendent if the ASSOCIATION so requests.

35.2 Substitute teachers will be provided for all classroom teachers including art, music and physical education teachers.

35.3 Substitute teachers shall be informed of their duties and responsibilities including, but not limited to, following plans, grading and scoring written work.

35.4 Details concerning the duties and responsibilities will be supplied to all prospective substitutes by the administration.

35.5 In the event of an unscheduled absence, the teacher will notify the school administration as soon as possible prior to the absence. It will be the responsibility of the school administration to arrange for the substitute.

35.6 It is the teacher's responsibility to keep at least five (5) days of lesson plans available for a substitute. These plans will be kept current.

## **Article 36**

### **EXTENDED LEAVES OF ABSENCE**

36.1 With BOARD approval, a leave of absence for professional growth, without pay or any other benefits, up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, or any other educational professional development. Upon return from such leave, a teacher who while on leave served in a teaching capacity, shall be placed on the salary scheduled at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Teachers may work in other school systems on an exchange basis as long as a one-to-one exchange is maintained and there is prior approval by the Superintendent of Schools.

36.2 Each teacher will be granted leave for required annual military unit field training up to eleven (11) days duration when such required training falls within the school year, and when it cannot be scheduled during vacation periods.

Voluntary military activities will not be applicable under this section unless expressly approved by the BOARD.

36.3 Any teacher adopting or giving birth to a child shall be entitled to utilize paid sick leave as per the terms of Article 32.6. Once this contractually permitted sick leave is exhausted, any teacher adopting or giving birth may then be permitted an additional leave of absence, without pay or any other benefits, provided that the total amount of leave (paid sick leave plus unpaid leave) granted for the adoption or birth does not exceed two (2) years.

36.4 A leave of absence without pay or any other benefits of up to one (1) year may be granted to any teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted upon recommendation of the Superintendent.

36.5 Teachers who have been employed at least seven (7) years in the school department may be entitled to a LEAVE OF ABSENCE of up to one full year, without pay or other benefits. These leaves will be limited to three percent (3%) of those eligible, based on seniority. Requests for leaves of absences after July 15 will only be granted if a suitable replacement can be found. Any additional leave will be at the BOARD's discretion.

36.6 Other requests for leaves of absence for special reasons may be granted by the BOARD upon recommendation of the Superintendent.

36.7 All benefits to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return, and he/she will be assigned within the scope of certification. The teacher may keep insurances in force while on leave by paying the cost of the benefits to the school department, if the carrier allows. These payments shall be made thirty (30) days prior to the due date.

36.8 Upon return from leave granted pursuant to Article 37.1 and 37.2, the teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

36.9 All extension, renewals, or modifications of leaves shall be requested in writing and granted in writing.

36.10 All leave of absence requests shall be forwarded to the School Board through the Superintendent. Leaves of absences will be granted on the condition of a January 5 notification of intent to return.

36.11 Any teacher returning from a leave of absence shall return only at the beginning of a school year, unless otherwise provided by the BOARD.

## **Article 37**

### **SABBATICAL LEAVE**

37.1 Upon recommendation of the Superintendent of Schools, sabbatical leaves may be granted to members of the bargaining unit by the BOARD. Should the Superintendent fail to recommend sabbatical leave(s), the teacher(s), involved may appeal the Superintendent's decision directly to the BOARD.

37.2 The BOARD will budget for three (3) sabbatical leaves annually. The BOARD may grant up to three (3) sabbaticals annually based on the merit of these requests. If denied, reasons in writing will be sent to the candidates.

37.3 No more than three (3) sabbatical leaves will be granted simultaneously.

37.4 The teacher must have completed five (5) consecutive years in the Portsmouth School System.

37.5 The teacher will be paid half salary with full benefits for a one-year leave or full pay and benefits for a half-year leave.

37.6 Requests for leave must be received by the Superintendent in writing no later than January 15, and action must be taken by the BOARD no later than March 31.

37.7 Teachers who have been granted a sabbatical in March recognize that the sabbatical may be delayed until a suitable teaching replacement can be found. A final determination will be made no less than three weeks before the sabbatical is scheduled to begin. Any determination to delay a sabbatical shall not be subject to the grievance procedure outlined in Article 32.

37.8 Requests for sabbatical leave may be granted by the BOARD for any reason; however, the leave must be of a significant nature and value.

37.9 Before leaving for sabbatical leave, the teacher will agree in writing to continue working in the system for at least two (2) years. Upon the teacher's return, he/she will be paid on the step he/she would have received if leave had not been taken. A report of the sabbatical will be made to the Superintendent and BOARD upon completion of the leave.

### **Article 38**

### **INSURANCE**

38.1a Effective July 1, 2019, Each employee will be offered the Consumer Driven Health Plan offered through CIGNA SchoolCare ("the CDHP").

Effective July 1, 2019, the District will pay 95% of the premium cost for single, two person or family coverage and employees will pay 5% of the premium cost.

Effective July 1, 2020 the District will pay 94% of the premium cost for single, two person or family coverage and employees will pay 6% of the premium cost.

Effective July 1, 2021 the District will pay 93.75% of the premium cost for single, two person or family coverage and employees will pay 6.25% of the premium cost.\*The CBA defines CDHP as CIGNA SchoolCare's high deductible plan currently known as the Yellow Open Access with Choice Fund Consumer Driven Health Plan.

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

38.1b Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this three (3) year agreement - such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

38.1c The BOARD will setup an IRS 125 Premium Conversion Plan which will allow each employee to choose to pay his/her portion of the health insurance premium with pretax dollars.

38.2 The District shall pay one hundred percent (100%), CIGNA Dental SchoolCare – Plan 2 1500 Max (DPO2C), with no deductible, plans.

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

## **Article 39**

### **DISABILITY INSURANCE**

The School Board will self-insure or purchase income protection insurance for each teacher who works at least fifteen (15) hours or more per week to begin no sooner than the 91st day of disability. Payments shall equal 66 2/3% of the monthly salary of the teacher at the date of disability. Said insurance will run until age 65 and shall be coordinated with social security benefits. If the employee has days available through accrued leave or through the APT Employee Sick Bank, they may apply these days to make themselves whole if approved for LTD, Long Term Disability, up to the maximum available per school calendar year.

The teacher and the school system shall be joint beneficiaries of this insurance. Should a disabled teacher owe days to the sick bank at the time he/she accepts payment under the income protection plan, it is agreed that these days will be repaid from the insurance proceeds, equally over five (5) years.

## **Article 40**

### **LIFE INSURANCE**

The School Board will purchase term life insurance for each teacher who works at least fifteen (15) hours or more per week in an amount equal to two (2) times the annual income of the teacher. In the event that a teacher dies while under contract to the school system, any sick leave borrowed from the sick bank will be repaid to the school system from the proceeds of the insurance. The balance of the proceeds will be turned over to the beneficiary named by the teacher. Additional life insurance may be purchased by the teacher. The teachers will pay for this insurance on a monthly basis through payroll deduction. It is understood that employees age 70 and over will have their benefits reduced in accordance with the certificate schedule attached as Attachment #1 to this Contract.

## **Article 41**

### **POLICIES**

The BOARD will provide the ASSOCIATION with copies of all insurance policies under which employees are covered.

## **Article 42**

### **RETIREMENT PROVISIONS**

42.1 The BOARD agrees to pay 85% of all short term leave of absence days, not to exceed one hundred and ninety (190) days for employees hired on or before June 30, 1996, in a cash payment at the per diem rate which the teacher last earned, to any teacher who retires from the system under N.H. State Retirement Laws or voluntarily resigns his or her employment if the teacher has completed ten (10) or more years in the system. It is understood that employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this contract but shall receive no payout for accumulated short-term leave of absence days either upon retirement or voluntary resignation.

42.2 If a teacher wishes early payout of accrued leave in accordance with paragraph 42.1, the retiring or resigning teacher may notify the Superintendent by December 15th prior to the year of the

first payment of accumulated sick leave. This will enable the employee at his/her discretion to receive this payment of accumulated sick leave over a one (1), two (2), or three (3) year period. It is understood that once a teacher accepts the first payment under the single/multi-year payout plan that he/she may no longer withdraw his/her notice of retirement or resignation.

### **Article 43**

#### **WORKERS' COMPENSATION**

Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes. The BOARD will pay the difference between Workers' Compensation and regular salary (gross, less FICA, withholding and retirement at the time of the injury).

### **Article 44**

#### **STUDENT APPROPRIATION**

An appropriation equal to three dollars (\$3.00) per student in elementary schools shall be placed in the budget. The expenditure of this money will be decided jointly by the Principal and teachers in each school.

### **SECTION V - SALARIES**

#### **Article 45**

#### **PROFESSIONAL DEVELOPMENT AND ADVANCED DEGREE PAYMENT**

45.1 The BOARD agrees to budget for professional growth each year. The amount will equal one-third (1/3) of the number of staff members times the cost of one four (4) credit graduate course in a matriculating program at the University of New Hampshire. These funds may be used for course reimbursement, conferences, workshops and enrichment programs that clearly and substantially support the teacher's specific job assignment, district-wide initiatives, or for re-training or cross-certification at the approval of the administration.

45.2 Staff with fifty (50) Professional Development hours beyond those necessary to achieve certification within the 3-year certification cycle will be counted towards the Advanced Degree Schedule, limited to five (5) credits with every recertification cycle, or for non-certified licensed employees, once every three (3) years. Such credit for advanced degree payments must be directly related to the improvement or accomplishment of the teaching assignment. Such credits must be requested through the Assistant Superintendent's office.

Teachers offering in-house courses will receive a \$50 per hour stipend.

Transfer requests must be made on or before September 1 in order to be credited to the current year's contract.

45.4 Course reimbursement will be paid within four (4) to six (6) weeks upon proof of payment with original receipts. If a teacher drops a course, he/she must notify Central Office immediately and must reimburse the District either through payroll deduction or cash payment within two (2) weeks of said

notification. The teacher must provide official evidence, within two (2) weeks of receiving notification, of a minimum grade B or better. If said grade(s) is not obtained, the teacher must reimburse the District either through payroll deduction or cash payment within two (2) weeks.

45.5 Adjustments will be made to contracts for any course work completed prior to September when a transcript of official documentation of a minimum grade of B or its equivalent is received in Central Office on or before September 1.

It is the employee's responsibility to notify Central Office that an adjustment should be made. No adjustments will be made after September 1.

Adjustments will be made only for credits that clearly and substantially support the teacher's specific job assignment.

Credits that substantially duplicate other units will not receive salary credit. A teacher who has completed course work, but whose documentation will not be completed until after September 1, will be entitled to an appropriate adjustment if an appropriate official of the School the teacher is attending certifies that the course work has been completed by letter to the Superintendent delivered prior to September 1, in many cases, a certification from the Professor will be acceptable.

#### **Article 46**

#### **HIRING HELP**

The BOARD agrees to make every effort to hire those teachers who are fully and appropriately certified or certifiable. The BOARD may hire certified or certifiable personnel on a lower step than their level of experience.

#### **Article 47**

#### **ADVANCED DEGREES**

Effective July 1, 2003, all teachers are required to have a Bachelor's Degree from an accredited institution of higher education. The district will pay a stipend for teachers who have attained additional coursework as described in Appendix A.

#### **Article 48**

#### **LONGEVITY**

Teachers, after 13, 16, or 25 years in the Portsmouth School District, will continue to receive stipends of \$3,099, \$3,722, and \$4,544 respectively. It is further understood that a teacher receiving a longevity stipend is not precluded from achieving mentor teacher status; however, beginning July 1, 2015, no additional members of the bargaining unit will receive longevity.

#### **Article 49`**

#### **LEADERSHIP**

49.1 The BOARD shall employ Department Heads, Team Leaders and Coordinators all of whom shall be paid a stipend in addition to their teaching responsibilities. While these leadership positions include teaching responsibilities; assignments will be flexible based upon district needs and job



assignment. These leadership positions will be evaluated by the Principal or Administrator and will serve at the discretion of the Superintendent. These leadership positions may be required to work additional days as part of their overall responsibilities, but only upon prior approval of the Principal or Administrator.

49.2. Department Heads' duties will be instructional teaching, coaching, curriculum, budget, schedule supervision, and aiding the classroom teacher in any way possible within his/her area.

All Department Heads will be paid \$4,500 plus \$75.00 for each teacher under their supervision.

49.3 Team Leaders (Middle School) and will be paid \$4500.

49.4 Coordinators will be paid \$4,500 plus \$75.00 for each teacher under their supervision. Special Education and Performing Art will be included as Coordinators.

49.5 All Department Head and Team leadership positions shall be posted every three (3) years. An employee may not hold more than one leadership role at a time. All leadership positions may serve a maximum of two (2) consecutive three (3) year terms. Exceptions will be granted if no viable replacement can be found, as mutually agreed upon by the Association Executive Board and the Superintendent.

## **Article 50**

### **SALARY PAYMENT SCHEDULE**

Each teacher may choose to be paid in either twenty-one (21) or twenty-six (26) payments, biweekly, starting with the first School Department payday after the start of the school year in August/September. The Business Department must be notified by the end of the previous school year if the payment schedule for the following year is to change. Once a teacher requests either the twenty-one (21) or twenty-six (26) payments, no change may be made in this schedule until the following year. Teachers electing the 26 payment option, will receive the last 5 payments in their last check in the fiscal year in one lump sum.

## **Article 51**

### **SALARY SCHEDULE**

The Salary increases will be as follows:

**2022-2023:** COLA 2.05% plus 4%, distributed equally to all intervals, and applied to tracks.

**2023-2024:** COLA with floor of 3%, distributed equally to all intervals, and applied to tracks

From July 1 2022 to June 30 2023 COLA will be computed on the rolling 10-year average in the CPI-U for the Boston-Cambridge-Newton, which shall not be less than 2%. Effective July 1, 2023, a COLA Adjustment percentage increase shall be computed which shall not be less than 3% nor more than 5%. The COLA Adjustment percentage shall be determined by the rolling ten (10)-year average in the CPI-U for the Boston-Cambridge-Newton, MA-NH all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the ten (10) most recent calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The Salary Schedule shall be changed as indicated in Appendix A.

Both parties agree that teachers will advance in salary by attaining Achievement Units (AUs) which allow teachers to move up the Interval Scale as described below. The intent of the AUs is to ground the compensation system in clear measures of growth in teacher practice as well as strong contributions to a professional learning community.

51.1 Annual Achievement Units. Three (3) prescribed AUs are required to move to the next interval. Two AU's associated with our professional learning community process are earned when SMART goals are approved and when results are reported. Awarding AUs for effective PLC work will not be dependent on a particular result in learning, but rather, submitting SMART goals and collecting evidence of student learning must suggest authentic implementation of PLC practice. The third AU is attained when the teacher completes a self-evaluation addressing all of Danielson's domains.

51.2 Additional Achievement Units: It is understood that teachers may advance an additional interval (three intervals) every two years. The Teacher Quality Panel will determine the menu of AU's for educators in all content areas and grade levels including the following areas:

- Professional Development activities, in-district courses and additional coursework in one's content area or pedagogy provided such activities are not being used for credit under the provisions of Advance Degree in Article 48.
- Contributions to colleagues
- Overall contributions to students, the school and district.

51.3 Administrators will track completion of the three (3) prescribed AUs through Frontline or another electronic system. The teacher will be responsible for submitting all professional development and transcripts of a B or better for all external coursework.

51.4 Mentor Teacher. Any teacher with nine (9) or more years of successful teaching experience may provide evidence of highly effective teaching to the District's Teacher Quality Panel (TQP). The TQP will review evidence against Danielson's domains and make recommendations to Assistant Superintendent for any teacher judged "distinguished" in all of Danielson's domains will earn mentor teacher status. There is no limit to the number of teachers who may be achieve mentor teacher status. Mentor teachers will earn a stipend equal to 8% of their teacher interval salary. Mentor teachers must show evidence of their professional contributions to their school and/or district staff. The TQP will determine criteria for such evidence and review the status of Mentor Teachers every three (3) years as aligned with the teacher's recertification cycle. There shall be no limit on the number of teachers who achieve Mentor Teacher status.

Responsibilities for those who have achieved full mentor teacher status shall include:

- Support fellow teachers in developing skills in planning, instruction, and classroom management. Share your own experiences, ideas, beliefs, and management procedures to help the teachers to gain classroom confidence.
- Encourage fellow teachers to reflect on each lesson to gain further insights from his/her successes and challenges.
- Set up a specific time/day with fellow teachers to review future lesson plans. Make sure this gives the teacher ample time to modify accordingly.

- Mentor teachers will participate in district or school level committees, professional development planning, and help to review school policies and best practices.
- Mentor teacher classrooms will be open for observation for other teachers' growth.

51.5 Conditional Mentor Teacher- Any teacher who successfully demonstrates that they have successfully completed benchmarks in fifteen (15) out of the twenty-two (22) Danielson's components will earn a stipend equal to 4% of their teacher interval salary. At least six (6) of fifteen (15) domains must be priorities. The teacher must complete the remaining seven (7) components within two (2) years according to TQP application deadlines. Any teacher who has not attained the Mentor Teacher status within two years will no longer be eligible to receive the Conditional Mentor Teacher stipend.

**Article 52**

**COACHING, EXTRA-CURRICULAR, AND STIPEND COMPENSATION**

All coaching, extracurricular, and special services compensation will increase by two percent (2.0%) in each contract year. Any Portsmouth teacher will receive the following additional stipend (non-cumulative) for coaching a middle or high school sport:

1 <sup>st</sup> and 2 <sup>nd</sup> year of coaching	\$255 per year
3 <sup>rd</sup> through 7 <sup>th</sup> year of coaching	\$510 per year
8 <sup>th</sup> and more years of coaching	\$765 per year

Any Portsmouth teacher coaching an elementary school sport for three or more years will receive a stipend of \$255 per year.

A Joint Labor Management Committee will be established to oversee the disbursement of Extra-curricular stipends with the goal to have equity within the district. This committee will meet at least three times annually to review the viability of current or proposed stipends and will make recommendations to the Association President and Superintendent regarding stipend adjustments. The Joint Labor Management Committee shall be comprised of one (1) individual from Elementary, Middle, and High School teacher as appointed by the Association President and one (1) Administrator from each level as appointed by the Superintendent.

A flexible spending pool for new activities will be established from unused activity stipends. Monies from this pool will be reallocated as approved by the Joint Management Committee.

Any employee requesting more than one stipend for the same related activity must seek prior approval from the Superintendent with input from the Association President.

All coaching, extra-curricular, and stipend positions shall be re-posted every three (3) years, with exception of high school class advisors which will be posted every four (4) years.

<b>HIGH SCHOOL</b>	<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>
Football			
Head Coach	5,726	5,999	6,287
Assistants, 2	3,378	3,535	3,700

<b>cont...</b>	<b>HIGH SCHOOL</b>	<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>
	Junior Varsity	3,066	3,206	3,354
	Freshman	2,598	2,714	2,836
	Assistant	2,129	2,220	2,320
<b>Basketball (boys)</b>				
	Head Coach	5,726	5,999	6,287
	Junior Varsity	3,066	3,206	3,354
	Freshman	2,598	2,714	2,836
<b>Basketball (girls)</b>				
	Head Coach	5,726	5,999	6,287
	Junior Varsity	3,066	3,206	3,354
	Freshman	2,598	2,714	2,836
<b>Baseball (boys)</b>				
	Head Coach	3,693	3,865	4,045
	Junior Varsity	2,441	2,548	2,663
	Freshman	1,814	1,892	1,975
<b>Softball (girls)</b>				
	Head Coach	3,693	3,865	4,045
	Junior Varsity	2,441	2,548	2,663
	Freshman	1,814	1,892	1,975
<b>Soccer (boys)</b>				
	Head Coach	3,693	3,865	4,045
	Junior Varsity	2,441	2,548	2,663
	Freshman	1,814	1,892	1,975
<b>Soccer (girls)</b>				
	Head Coach	3,693	3,865	4,045
	Junior Varsity	2,441	2,548	2,663
	Freshman	1,814	1,892	1,975
<b>Ice Hockey (boys)</b>				
	Head Coach	3,693	3,865	4,045
	Junior Varsity	2,441	2,548	2,663
<b>Field Hockey (girls)</b>				
	Head Coach	3,693	3,865	4,045
	Junior Varsity	2,441	2,548	2,663
	Freshman	1,814	1,892	1,975
<b>Spring Track (boys)</b>				
	Head Coach	3,693	3,865	4,045
	Junior Varsity	2,441	2,548	2,663
	Freshman	1,814	1,892	1,975
<b>Spring Track (girls)</b>				
	Head Coach	3,693	3,865	4,045

<b>HIGH SCHOOL</b>	<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>
Junior Varsity	2,441	2,548	2,663
Freshman	1,814	1,892	1,975
Winter Track (boys)			
Head Coach	3,693	3,865	4,045
Junior Varsity	2,441	2,548	2,663
Freshman	1,814	1,892	1,975
Winter Track (girls)			
Head Coach	3,693	3,865	4,045
Junior Varsity	2,441	2,548	2,663
Freshman	1,814	1,892	1,975
Volleyball (girls)			
Head Coach	3,066	3,206	3,354
Junior Varsity	2,441	2,548	2,663
Freshman	1,814	1,892	1,975
Volleyball (boys)			
Head Coach	3,066	3,206	3,354
Swimming (boys/girls)			
Head Coach	3,066	3,206	3,354
Junior Varsity	1,814	1,892	1,975
Fall Cheerleaders (girls)			
Head Coach	3,066	3,206	3,354
Assistant	1,814	1,892	1,975
Winter Cheerleaders			
Head Coach	3,066	3,206	3,354
Junior Varsity	1,814	1,892	1,975
Cross Country (boys)			
Head Coach	3,066	3,206	3,354
Junior Varsity	1,814	1,892	1,975
Cross Country (girls)			
Head Coach	3,066	3,206	3,354
Junior Varsity	2,441	2,548	2,663
Tennis (boys)			
Head Coach	2,597	2,713	2,836
Junior Varsity	1,814	1,892	1,975
Tennis (girls)			
Head Coach	2,597	2,713	2,836
Junior Varsity	1,814	1,892	1,975

<b>HIGH SCHOOL (cont.)</b>	<b>0 – 2 Years</b>	<b>3 –7 Years</b>	<b>Over 8 Years</b>
Golf (boys)			
Head Coach	2,441	2,548	2,663
Junior Varsity	1,196	1,253	1,312
Lacrosse (boys)			
Head Coach	3,692	3,865	4,045
Junior Varsity	2,441	2,548	2,663
Lacrosse (girls)			
Head Coach	3,692	3,865	4,045
Junior Varsity	2,441	2,548	2,663
Freshman	1,814	1,892	1,975
Ski Team (Coed)			
Head Coach	1,196	1,253	1,312
Unified Basketball(Coed)			
Head Coach	1,196	1,253	1,312
Unified Soccer (Coed)			
Head Coach	1,196	1,253	1,312
Unified Track (Coed)			
Head Coach	1,196	1,253	1,312
Wrestling			
	3,066	3,206	3,354
Junior Varsity	1,814	1,892	1,975
Equipment Manager (fall)	2,284	2,386	2,493
Equipment Manager (winter)	2,284	2,386	2,493
Equipment Manager (spring)	2,284	2,386	2,493
<b><u>MIDDLE SCHOOL</u></b>	<b><u>0 – 2 Years</u></b>	<b><u>3 –7 Years</u></b>	<b><u>Over 8 Years</u></b>
Basketball (boys)			
Coach 2 @	1,657	1,727	1,801
Basketball (girls)			
Coach 2 @	1,657	1,727	1,801
Softball			
Coach 2 @	1,346	1,400	1,460
Soccer (boys/girls)			
Coach 4 @	1,346	1,400	1,460

<b><u>MIDDLE SCHOOL</u></b> <b><u>(cont.)</u></b>	<b><u>0 – 2 Years</u></b>	<b><u>3 –7 Years</u></b>	<b><u>Over 8 Years</u></b>
Field Hockey (girls)			
Coach 2 @	1,346	1,400	1,460
Cross Country (boys/girls)			
Coach 1 @	1,346	1,400	1,460
Track (boys and girls)			
Coach 1 @	1,346	1,400	1,460
Volleyball			
Coach 2 @	1,346	1,400	1,460
Tennis			
Coach 1 @	1,346	1,400	1,460
<b><u>ELEMENTARY</u></b>	<b><u>0 – 2 Years</u></b>	<b><u>3 –7 Years</u></b>	<b><u>Over 8 Years</u></b>
Basketball (boys and girls)			
Director 2 @	1,253	1,312	1,374
Coach 9 @	626	655	686
Soccer (boys/girls)			
Director	690	722	756
Coach 4 @	439	460	482
Track (boys/girls)			
Director	690	722	756
Coach 3 @	344	361	378
Cross Country (boys/girls)			
Director	690	722	756
Coach 3@	344	361	378

**All extracurricular activities in tiers are subject to movement around the tier ranges as determined throughout the duration of the contract by the Joint Management Committee.**

**TIER 1: \$260-\$1040**

<b>High School</b>	<b>Middle School</b>	<b>Elementary Schools</b>
<ul style="list-style-type: none"> <li>Band Tech x4 \$TBD</li> </ul>		<ul style="list-style-type: none"> <li>5th Grade E School \$500/teacher</li> </ul>

**TIER 2: \$1196**

High School	Middle School	Elementary Schools
<ul style="list-style-type: none"> <li>• Auto Tech Advisor x1</li> <li>• Band Tech x2</li> <li>• Business Club Advisor x1</li> <li>• Chess Club x1</li> <li>• Culinary Club Advisor x1</li> <li>• Spring Cycling Club x1</li> <li>• Debate Club x1</li> <li>• Drama - Spring Festival x1</li> <li>• Educators Rising Advisor x1</li> <li>• French Club x1</li> <li>• Granite State Challenge x1</li> <li>• History Club Advisor x1</li> <li>• Holiday Ensemble x1</li> <li>• Japan Club x1</li> <li>• Joint Management Committee x1</li> <li>• Literary Magazine Advisor x1</li> <li>• Model UN x1</li> <li>• National Honors Society Advisor x2</li> <li>• Newspaper Advisor x1</li> <li>• Peer Leadership x1</li> <li>• PHS Vocal x1</li> <li>• Sailing Club x1</li> <li>• Spanish Club x1</li> <li>• Spring Wind Ensembles (woods, brass, jazz, drum) x2</li> <li>• Ultimate Frisbee x1</li> <li>• Outing Club x2</li> <li>• Ski Club x1</li> <li>• HOSA Future Health Professionals x1</li> <li>• We Speak x1</li> <li>• Wellness Club x1</li> <li>• Gay-Straight Alliance x2</li> </ul>	<ul style="list-style-type: none"> <li>• Art Club x1</li> <li>• Bowling Club x1</li> <li>• Chamber Singers x1</li> <li>• Chess Club x1</li> <li>• Drama - Music Director x1</li> <li>• Electronics x1</li> <li>• Fall Instrumental Ensemble (woods, brass, jazz, percussion) x2</li> <li>• Gardening Club x1</li> <li>• Geo Bee x1</li> <li>• Ice Skating Club x2</li> <li>• Joint Management Committee x1</li> <li>• Math Counts x1</li> <li>• Mountain Biking Club x1</li> <li>• Newspaper Advisor x1</li> <li>• Spring Instrumental Ensemble (woods, brass, jazz, percussion) x2</li> <li>• Student Aspirations Advisor x1</li> <li>• Student Council Advisor x2</li> <li>• Wordsmith Club x1</li> <li>• Gay-Straight Alliance x2</li> <li>• Clippercast x2</li> <li>• Weight Club x1</li> <li>• Justice League x1</li> </ul>	<ul style="list-style-type: none"> <li>• Chess Club x3</li> <li>• Drama x3</li> <li>• Enrichment x6</li> <li>• Joint Management Committee x1</li> <li>• Safety Patrol x3</li> <li>• School Store x3</li> <li>• Student council x3</li> <li>• Yearbook Advisor x3</li> <li>• Sunrise Squad x2</li> <li>• Community Club x2</li> </ul>



**TIER 3 \$1821**

High School	Middle School	Elementary Schools
<ul style="list-style-type: none"> <li>• Associate Band Director (level 3) x1</li> <li>• Drama - Spring Show x1</li> <li>• Fall Color Guard x1</li> <li>• Freshman Class Advisor x2</li> <li>• Interact x1</li> <li>• Junior Class Advisor x2</li> <li>• Madrigal Singers x1</li> <li>• Math Team Advisor x2</li> <li>• Robotics Team x1</li> <li>• Senior Class Advisor x2</li> <li>• Sophomore Class Advisor x2</li> <li>• Student Council Advisor x1</li> <li>• Student to Student x1</li> <li>• Winter Color Guard x1</li> <li>• Yearbook Advisor x2                             <ul style="list-style-type: none"> <li>• Fall Cycling Club x1</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Drama – Director x1</li> <li>• Grade 6 Basketball Coordinator x1</li> <li>• Ski and Snowboard Club x2</li> <li>• Yearbook Advisor x1</li> <li>• Dungeons and Dragons x1</li> </ul>	<ul style="list-style-type: none"> <li>• Band Conductor x3</li> </ul>

**TIER 4 \$2601-\$6294**

High School	Middle School	Elementary Schools
<ul style="list-style-type: none"> <li>• Assistant Band Director (Level 2) x1 \$3433</li> <li>• Concert Percussion Ensemble x1 \$3433</li> <li>• Drama - Musical Director x1 \$6171</li> <li>• Drama - Musical Conductor x1 \$3433</li> <li>• Marching Band Director (Level 1) x1 \$6171</li> <li>• TQP – \$3121</li> <li>• Robotics x1 \$3433</li> </ul>	<ul style="list-style-type: none"> <li>• After School Intramural Activities Director x1 (\$3050)</li> <li>• TQP – \$3121</li> </ul>	<ul style="list-style-type: none"> <li>• TQP – \$3121</li> </ul>

**TIER 5 (\$6,295-\$10,000)**

High School	Middle School	Elementary Schools
	<ul style="list-style-type: none"> <li>• Athletic Director (\$9,321)</li> </ul>	

**Article 53**

**POSTINGS**

53.1 The Superintendent shall provide the President of the ASSOCIATION, and have posted in each school, a list of vacancies and/or openings within the Portsmouth School System as frequently as the openings arise. This is to include all openings, full or part-time, co- or extra-curricular, federal, or special programs.

53.2 All open co- or extra-curricular positions and coaching positions will be posted in each school within the system. All qualified candidates within the system at the time of the opening will be interviewed. It is desirable to employ certified personnel whenever possible.

**Article 54**

**EXTRA PAYMENT SCHEDULE**

54.1 Payments for extra-curricular assignments and travel will be made in two (2) installments; the first pay period in December and the last pay period in June.

54.2 Payment schedule for coaches (less any deductions for loss of time and other deductions mutually agreed upon by both parties and authorized in writing by the teacher) will be:

Fall sports	First pay period in October
Winter sports	First pay period in February
Spring sports	First pay period in May

**Article 55**

**NEW POSITIONS**

In the event the school department establishes an entirely new co-curricular position, the School Department shall establish the rate for said position after consultation with the Association. If the Association disagrees with the rate to be established by management, it may negotiate for higher/lower compensation. During the pendency of such negotiation, the rate as established by the department shall be used if the job is filled. If a higher compensation is ultimately negotiated, it shall be retroactive to the first date that the new position was filled (in the absence of an agreement to the contrary between both parties). It is understood that the new position will be included in the first subsequent collective bargaining agreement forwarded to the City Council for approval.

**Article 56**  
**DURATION**

This Agreement shall be effective July 1, 2022 and shall expire on June 30, 2024.

**SIGNATURES**

As Approved by the Portsmouth City Council, \_\_\_\_\_.

For the Portsmouth  
School Board:

For the Association  
of Portsmouth Teachers:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
City Negotiator

\_\_\_\_\_  
NEA/NH Representative



## SALARY SCHEDULE A

Interval	2022-23	2023-24
1	\$ 49,818	\$ 50,355
2	\$ 51,313	\$ 51,866
3	\$ 52,853	\$ 53,422
4	\$ 54,438	\$ 55,025
5	\$ 56,072	\$ 56,675
6	\$ 57,753	\$ 58,377
7	\$ 59,485	\$ 60,127
8	\$ 61,271	\$ 61,930
9	\$ 63,108	\$ 63,789
10	\$ 65,001	\$ 65,702
11	\$ 66,952	\$ 67,673
12	\$ 68,961	\$ 69,704
13	\$ 71,029	\$ 71,795
14	\$ 73,161	\$ 73,948
15	\$ 75,355	\$ 76,168
16	\$ 77,616	\$ 78,452
17	\$ 79,944	\$ 80,806
18		\$ 83,230

### Advanced Degree Schedule

	2022-23		2023-2024	
	Interval 0-12	Interval 13+	Interval 0-12	Interval 13+
TRACK B	\$3,227	\$6,772	\$3,324	\$6,975
TRACK C	\$7,884	\$12,079	\$8,121	\$12,441
TRACK D	\$8,716	\$13,100	\$8,977	\$13,493
TRACK E	\$9,547	\$14,059	\$9,833	\$14,481
TRACK F	\$11,211	\$15,975	\$11,547	\$16,454
TRACK G	\$12,876	\$17,893	\$13,262	\$18,430

#### Longevity

Teachers who received longevity in 14-15 will continue at the same level reached by this year.

No new longevity will be added.

	<u>2022-3023</u>	<u>2023-2024</u>
After 13 years	\$ 3,099	\$ 3,099
After 16 years	\$ 3,722	\$ 3,722
After 25 years	\$ 4,544	\$ 4,544



## APPENDIX B

### PROFESSIONAL LEARNING PROJECTS (PLP): THEORY INTO ACTION

**Purpose:** The Purpose of the Professional Learning Project (PLP) is to support the development of an engaged learning community through innovative strategies in responding to student learning needs and sharing promising practices among educators. The PLP proposal must contribute to progress on district/building goals/initiatives including, but not limited to literacy, personalization, technology, power standards and assessment. Projects should connect together as many aspects of our “5 area framework” as possible by including elements of curriculum, instruction, assessment, professional development, and community.

**Inquiry Question:** This question frames the project and guides the professional learning. The question should be framed to focus on a specific issue appropriate to the teaching assignment/role of the individual(s). The question should be specific enough to be answered through action research, including research of best practices and the collection of actual student work.

Some samples:

*What are effective strategies in accelerating the growth of students who are more than two years below grade level in reading?*

*How can technology be integrated effectively to increase student learning in the content areas?*

**Teacher (s):** The Professional Learning Project can be a proposal for an individual or a group. Collaboration is strongly encouraged as well as a team approach to meeting the needs of students across classrooms. This might include small study circles devoted to discussion of common readings tied to a project theme.

**Proposed Timeline:** The duration of the PLP can be for as little as a semester and as long as two years, but PLP credits will only be awarded upon successful completion of the project.

**Proposals:** The Professional Learning Project should outline the research to be completed, the actions to be taken, and the evidence of student learning expected in addressing the inquiry question. The proposal should be detailed with dates for key events. An inquiry journal will be used to reflect on the professional learning throughout the project. The proposal should contain reasonable estimates of the time necessary to complete each phase of the PLP. The ultimate success of the project will lie in many educators engaging in this process of life-long learning, reflecting on what they have learned and bringing that new understanding or insight into their everyday classroom planning and instruction. Project participants will also be required to make a public presentation of their work to the staff and/or community. Deadlines for proposals to begin in the Fall semester is May 1 for the Spring semester is November 1.

**Committee:** A Committee made up of three teachers appointed by the APT and three administrators appointed by the Superintendent will review PLP proposals and recommend to the Superintendent those proposals that the Committee deems appropriate along with an estimate of the credits that will be awarded upon the successful completion of the project. The Superintendent will make a final determination within 30-days of receipt of the proposal from the Committee. The Committee will also evaluate PLPs in progress and determine if the PLP has been satisfactorily completed and how many credits should be awarded. If the Committee is not unanimous in determining whether the PLP has been satisfactorily completed or how many credits to award, the matter shall be referred to the Superintendent for a final determination. If the teacher(s) disagree with the Superintendent’s final determination, the teacher(s) involved, accompanied by another member of the bargaining unit, shall be given the opportunity to discuss the PLP with the Superintendent.

**Credits:** PLP credits will be awarded after all requirements are met. PLP credits will be based upon a conversion table that roughly equates to the time commitment of university credits and degrees. For example, a three-credit university course normally requires 45 hours of class time plus 2 hours of travel/preparation for each hour of class time, or a total of 135 hours.

**Staff Development Hours:** Only (50) staff development hours in excess of those necessary to achieve certification will be counted toward advancement on the Advanced Degree schedule, limited to 5 credits every 3 years.

**Transition:** No PLP or Profession Development credits will be awarded for professional activities conducted prior to the effective date of the CBA. No teacher will be placed higher on the new Advanced Degree schedule higher than his/her current track status.

**Salary Adjustments:** Salary adjustments based upon successful completion of the PLP shall be applied once a year in accordance with present contract language.

**APPENDIX C**

Track A	Track B	Track C	Track D	Track E	Track F	Track G
Bachelors Degree	Bachelors Degree Plus 15 Credits	Masters Degree OR Bachelors Degree Plus 45 Credits	Masters Degree Plus 15 Credits OR Bachelors Degree Plus 60 Credits	Masters Degree Plus 30 Credits OR Bachelors Degree Plus 75 Credits	Two Masters Degrees OR CAGS Degree OR Masters Degree Plus 45 Credits OR Bachelors Degree Plus 90 Credits	PHD OR Two Masters Degrees Plus 15 Credits OR CAGS Degree Plus 15 Credits OR Masters Degree Plus 60 Credits OR Bachelors Degree Plus 105 Credits



## **METHODS FOR MOVING ACROSS SALARY TRACKS**

### **2019-2022**

Credits: Credits can be earned three ways:

1. Taking approved graduate courses- Number of credits is determined by course
2. Current PD hours conversion- Every three years 50 non-course/PLP/recertification PD hours can be converted into 5 credits
3. Completing a Professional Learning Project- Credits determined by PLP committee

Ten State Street, LLC  
PO Box 284  
Stratham, NH 03885

June 28, 2022

City Manager's Office  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

**RE: Request for License Agreement (10 State Street, Unit D, Portsmouth, NH)  
Encumbrance of City Property Permit or License # ENCM-22-32**

We are requesting a License Agreement when our Encumbrance Permit expires on 8/1/2022. We are in need of this License Agreement from August 2, 2022 - January 31, 2023, with the option of extending if necessary. Of note, this is for a dead-end area between the garage at 10 State Street and the railing by the water, as such we do not require police or flag detail at this location.

If you would please consider this request at your next meeting, we would be appreciative. Feel free to call me at 603-778-7521 with any questions or I can be reached via email at [pipersadmin@pipersproperty.com](mailto:pipersadmin@pipersproperty.com).

Kind Regards,



Susan J. Conway  
Ten State Street, LLC

**LICENSE AGREEMENT**  
**TEN STATE STREET, LLC**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Ten State Street, LLC (hereinafter "Licensee") with a principal place of business at P.O. Box 284, Stratham, NH 03885, pursuant to the following terms and conditions:

1. **Areas of License and Use:** The Owner owns the land, with buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 10 State Street, shown on the City of Portsmouth's Assessor's Map as Tax Map at Map 0105, Lot 0004. ("Property"). For the Owner's title to the Property, see Rockingham County Registry of Deeds at Book 6164, Page 79.

The City authorizes Licensee to temporarily use approximately 1,000 square feet of City property which is an alley located between the Property and Prescott Park as more particularly described in the attached Exhibit A.

2. **Use:** Licensee shall make use of the License Areas for the purpose of construction parking in order to construct improvements to 10 State Street, Unit D.
3. **Term:** The license for the License Area shall be from August 2, 2022 through January 31, 2023 for a total of 183 days. Licensee may make application to the City Manager for an extension of this term, not to exceed an additional six (6) months, should Licensee, in spite of due diligence in the construction of the project, require additional time to complete the project. Owner shall be responsible for applicable license fees associated with any extension of the term.

Licensee may terminate this License prior to the end of the term by returning License Area to safe and effective use by the public prior to the expiration of the term of this License. Licensee shall contact the Director of Public Works for a determination that the License Area has been returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the License Area to the City in the

manner prescribed under this License by 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 returns the License Area to the City's control and use. Failure to remove all vehicles, barriers, materials and equipment and to return the License Area to the City in the manner prescribed under this License at the end of the term may result in enforcement action by the City.
5. **License Fees:** The Owner shall pay to the City license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee for each metered parking space encumbered by this License as determined by the fee schedule.
6. **License Area:** This License Area includes approximately 1,000 square feet of City property which is located between the subject Property and Prescott Park as shown and more particularly described in Exhibit A.

The daily fee is \$0.05 per square foot per day for 1,000 square feet is \$50 per day. The daily License Fee will be paid for the 183 day License Term for a total License Fee of **\$9,150**.

The total License Fee shall be paid in full to the City in advance of the commencement of the term of this Agreement.

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

7. **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.
8. **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 will name the City as an additional insured.
9. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The

Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.

10. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
11. **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.
12. **Revocation:** The City may terminate this Agreement or any provision contained in this agreement on 72 hours written notice provided 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.
13. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractor shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractor may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**City of Portsmouth**

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

Karen Conard  
City Manager

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Ten State Street, LLC.**

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

Susan Conway

h/jferrini/license//10statestreetUnitD/20222023

10 State Street Encumbrance Area



Dear members of the Portsmouth City Council,

I Dale Whitaker the property owner of 880 Woodbury Ave, Portsmouth NH 03801 would respectfully request my property (located at 880 Woodbury Ave) which was involuntarily merged to be unmerged. I have provided past deeds as evidence which clearly show multiple land owners proving that this parcel was involuntarily merged.

Thank you for your time and consideration with this matter.

  
Dale Whitaker



Attachment B: Current Property Report

**880 WOODBURY AVE**

**Location** 880 WOODBURY AVE

**Mblu** 0236/ 0052/ 0000/ /

**Acct#** 30603

**Owner** WHITAKER DALE T

**PBN**

**Assessment** \$438,800

**Appraisal** \$438,800

**PID** 30603

**Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2020	\$249,200	\$189,600	\$438,800

Assessment			
Valuation Year	Improvements	Land	Total
2020	\$249,200	\$189,600	\$438,800

**Owner of Record**

**Owner** WHITAKER DALE T  
**Co-Owner** WHITAKER ERIN J  
**Address** 880 WOODBURY AVE  
 PORTSMOUTH, NH 03801

**Sale Price** \$485,000  
**Certificate**  
**Book & Page** 6006/0496  
**Sale Date** 06/07/2019  
**Instrument** 13

**Ownership History**

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
WHITAKER DALE T	\$485,000		6006/0496	13	06/07/2019
HEALY DAVID C	\$121,000		3434/1942	A	10/18/1999

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1949  
**Living Area:** 1,566  
**Replacement Cost:** \$273,263

Building Percent Good: 90

Replacement Cost

Less Depreciation: \$245,900

Building Attributes

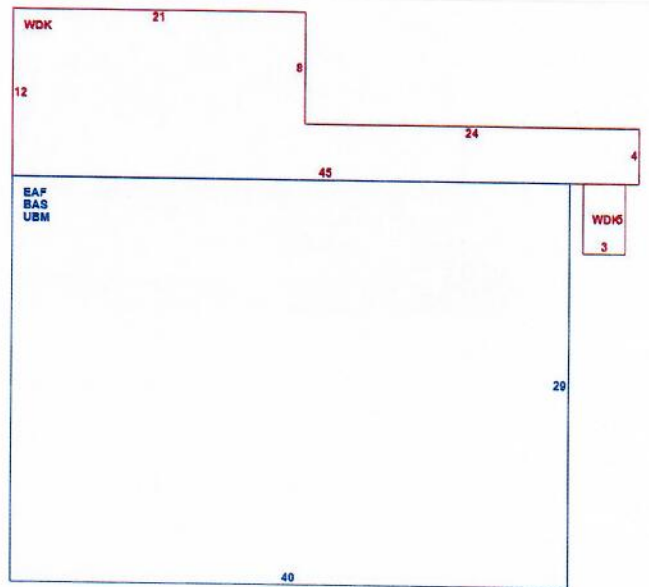
Field	Description
Style:	Cape Cod
Occupancy	1
Exterior Wall 2	
Interior Wall 2	
Model	Residential
Interior Flr 2	Ceram Clay Til
Grade:	C+
Stories:	1
Exterior Wall 1	Vinyl Shingle
Roof Structure:	Gable/Hip
WB Fireplaces	0
Extra Openings	0
Roof Cover	Asph/F Gls/Cmp
Metal Fireplaces	1
Extra Openings 2	0
Bsmt Garage	
Interior Wall 1	Drywall/Sheet
Interior Flr 1	Hardwood
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	2 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	2
Total Rooms:	5
Bath Style:	Above Avg Qual
Kitchen Style:	Above Avg Qual
Kitchen Gr	

Building Photo



(https://images.vgsi.com/photos2/PortsmouthNHPhotos///0030/880%20WC

Building Layout



(ParcelSketch.ashx?pid=30603&bid=30603)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,160	1,160
EAF	Attic Expansion	1,160	406
UBM	Basement, Unfinished	1,160	0
WDK	Deck, Wood	363	0
		3,843	1,566

Extra Features

Extra Features	Legend
No Data for Extra Features	

**Land Use**

Use Code 1010  
 Description SINGLE FAM MDL-01  
 Zone SRB  
 Neighborhood 129  
 Alt Land Appr No  
 Category

**Land Line Valuation**

Size (Acres) 0.43  
 Frontage  
 Depth  
 Assessed Value \$189,600  
 Appraised Value \$189,600

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	GARAGE-AVE	02	DETACHED	240.00 S.F.	\$3,300	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2020	\$249,200	\$189,600	\$438,800
2019	\$199,000	\$189,600	\$388,600
2018	\$173,800	\$179,200	\$353,000

Assessment			
Valuation Year	Improvements	Land	Total
2020	\$249,200	\$189,600	\$438,800
2019	\$199,000	\$189,600	\$388,600
2018	\$173,800	\$179,200	\$353,000

Attachment C

→ ↻ 🏠 🔒 <https://ava.fidlar.com/NHRockingham/AvaWeb/#/image> 🔍 ⭐

BK 3434 PG 1949

**SCHEDULE "A"**

A certain piece or parcel of land with the buildings thereon, situate on the Westerly side of Woodbury Avenue in said Portsmouth, and bounded and described as follows:

Beginning at a stake in the wall on Woodbury Avenue Four Hundred Ninety-five and Four Tenths (495.4) feet Southeasterly from the Southeasterly corner of land now or formerly of Fred H. Poore and running Southeasterly on Woodbury Avenue One Hundred Fifty (150) feet, to land now or formerly of William A. and Elizabeth M. Kelly; thence turning and running at right angles Southwesterly by said last named land One Hundred Twenty-five (125) feet to land now or formerly of Catherine H. Badger; thence turning and running at right angles by said last named land Northwesterly and parallel to said first named bound One Hundred Fifty (150) feet; thence turning and running at right angles by said land now or formerly of Catherine H. Badger Northeasterly and parallel to the second named bound One Hundred Twenty-five (125) feet to Woodbury Avenue and the point begun at.

Being the same premises conveyed to the mortgagors by deed of John F. Malsbenden and Paul V. Malsbenden dated October 29, 1999 and recorded in the Rockingham County Registry of Deeds immediately prior hereto.

RESET 🔍 🔍 📄 ⏪ ⏩ Go To Page  GO 7 OF 7

Attachment D

https://ava.fidlar.com/NHRockingham/AvaWeb/#/image

**Exhibit A**

A certain piece or parcel of land with the buildings thereon, situate on the Westerly side of Woodbury Avenue in said Portsmouth, and bounded and described as follows:

Beginning at a stake in the wall on Woodbury Avenue Four Hundred Ninety-five and Four Tenths (495.4) feet Southeasterly from the Southeasterly corner of land now or formerly of Fred H. Poore and running Southeasterly on Woodbury Avenue One Hundred Fifty (150) feet, to land now or formerly of William A. and Elizabeth M. Kelly; thence turning and running at right angles South westerly by said last named land One Hundred Twenty-five (125) to land now or formerly of Catherine H. Badger; thence turning and running at right angles by said last named land Northwesterly and parallel to said first named bound One Hundred Fifty (150) feet; thence turning and running at right angles by said land now or formerly of Catherine H. Badger Northeasterly and parallel to the second named bound One Hundred twenty-five (125) feet to Woodbury Avenue and the point begun at.

RESET [refresh] [search] [print] [back] [forward] Go To Page  GO 11 OF 11

Contact FAQ

**CITY OF PORTSMOUTH****LEGAL DEPARTMENT****MEMORANDUM**

DATE: July 5, 2022

TO: KAREN S. CONARD, CITY MANAGER

FROM: ROBERT P. SULLIVAN, CITY ATTORNEY

RE: AGENDA ITEM – FENCE REQUEST  
PROPERTY LOCATED 50 COAKLEY ROAD  
JOHN & CHRISTINA GALLMEYER



---

By email dated June 14, 2022, a Mr. and Mrs. Gallmeyer made the following request of the City:

“To whom it may concern,

My name is Chris Gallmeyer, I reside at 50 Coakley Rd, Portsmouth, NH with my husband John, three children aged 23, 7, and 5. In addition to my daughter in law and granddaughter age 2.

We purchased our home in June 2021, and at that time we were told by seller that the back half of our yard was owned by Eversource, that they also had right of way but that we were free to use the land as long as we maintained it.

Eversource recently came thru the property and clear cut everything in a historic fashion not seen in over 50 years according to neighbor. See photos attached. While the company was clear cutting, we were told that the property actually belongs to the City of Portsmouth not Eversource as we were told. We double checked with our realtor and she confirmed thru all communications that we were in fact misled. The parcel in question is 445 Borthwick Ave. Our land abuts approximately 8000 sq ft of this property.

The reason for this email is that since the clearcutting we have serious safety concerns as well as privacy and noise control issues. There is now only a 4ft chain link fence separating our young children from the exit 5 off ramp. It currently has holes in it as well. In addition there is currently only a snow fence to the entire left side of our property for safety and security. This is not sufficient to protect our children from harm. One of our young children has significant physical and behavioral disabilities. He has no impulse control and we have already had issues with him leaving the yard. Since the clearcutting we have had issues with safety as well. We have had vehicles parked on side of off-ramp and just watching my kids play. Our neighbor has had issues with

vagrants discharged from the hospital going into her yard and sleeping in her pool house right next door to us.

We are proposing to install a 5ft aluminum fence along the side of the property with a double gate as well as a 6ft stockade fence along back of property for noise control and safety. If this is acceptable with the City of Portsmouth, we as home owners would continue to maintain property for the city as well as maintain clear accessibility for Eversource if needed through the 10' wide gate as well as maintaining any trees that are deemed unacceptable by Eversource due to risk of transmission line interference.”

We as fairly new residents of Portsmouth appreciate your prompt attention and willingness to help us resolve this issue

John and Christina Gallmeyer

The area in question is underneath the high tension electric wires which cross over Coakley Road and Route 95 (see photo attached).

After reviewing the request, if the City Council desires to allow the fence requested by the Gallmeyers to be constructed on the City property as described, then the recommendation of the Legal Department is that the action be accomplished by the issuance of a revocable license to the Gallmeyers under such terms and conditions as approved by the City Manager.

A proposed motion which accomplishes the foregoing is:

**I move to authorize the City Manager to negotiate and execute a revocable license which would authorize John and Christina Gallmeyer of 50 Coakley Road to construct and maintain a fence on the property of the City as requested and described in their email of June 14, 2022.**

Attachment



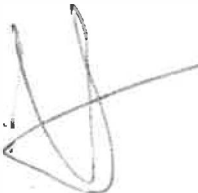


**CITY OF PORTSMOUTH**

**LEGAL DEPARTMENT**

**MEMORANDUM**

DATE: July 5, 2022  
TO: KAREN S. CONARD, CITY MANAGER  
FROM: ROBERT P. SULLIVAN, CITY ATTORNEY  
RE: RIGHT TO KNOW REQUEST OF CHRISTOPHER WHITE



After prior correspondence and the release of numerous documents to Attorney Jeremy Eggleton of the Concord law firm Orr & Reno on behalf of Christopher White, the matter has now resolved to the point where Mr. White seeks the minutes of the non-public session held by the City Council on March 7, 2022 as they relate to the Audit Committee.

Insofar as the City Council sealed the minutes, it would require a City Council vote to unseal the minutes.

The options available to the Council in response to this request would seem to be:

1. Deny the request
2. Grant the request
3. Vote to enter non-public session to discuss the question (expressly authorized by RSA 91-A).

To assist the Council in making this decision, a copy of the relevant portion of the minutes of the non-public session will be provided on a confidential basis to all members of the Council along with the agenda packet for the July 11, 2022 Council meeting.

Additionally, to assist the Council in the consideration of the request, the Legal Department sees no issue if the Council simply voted to unseal the portion of the minutes being requested by Mr. White through Attorney Eggleton. A motion which would accomplish that result would be:

**I move, pursuant to RSA 91-A:3, to unseal the minutes of the City Council non-public session held on March 7, 2022 insofar as they relate to the Audit Committee.**

Attachment

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# MEMORANDUM

---

**TO:** Karen Conard, City Manager

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

**DATE:** June 21, 2022

**RE:** City Council Referral – Projecting Sign  
Address: 111 State Street  
Business Name: SOL, LLC  
Business Owner: River Wharf, LLC dba SOL, LLC

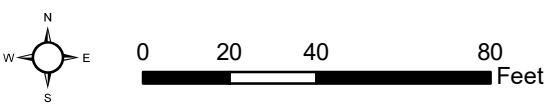
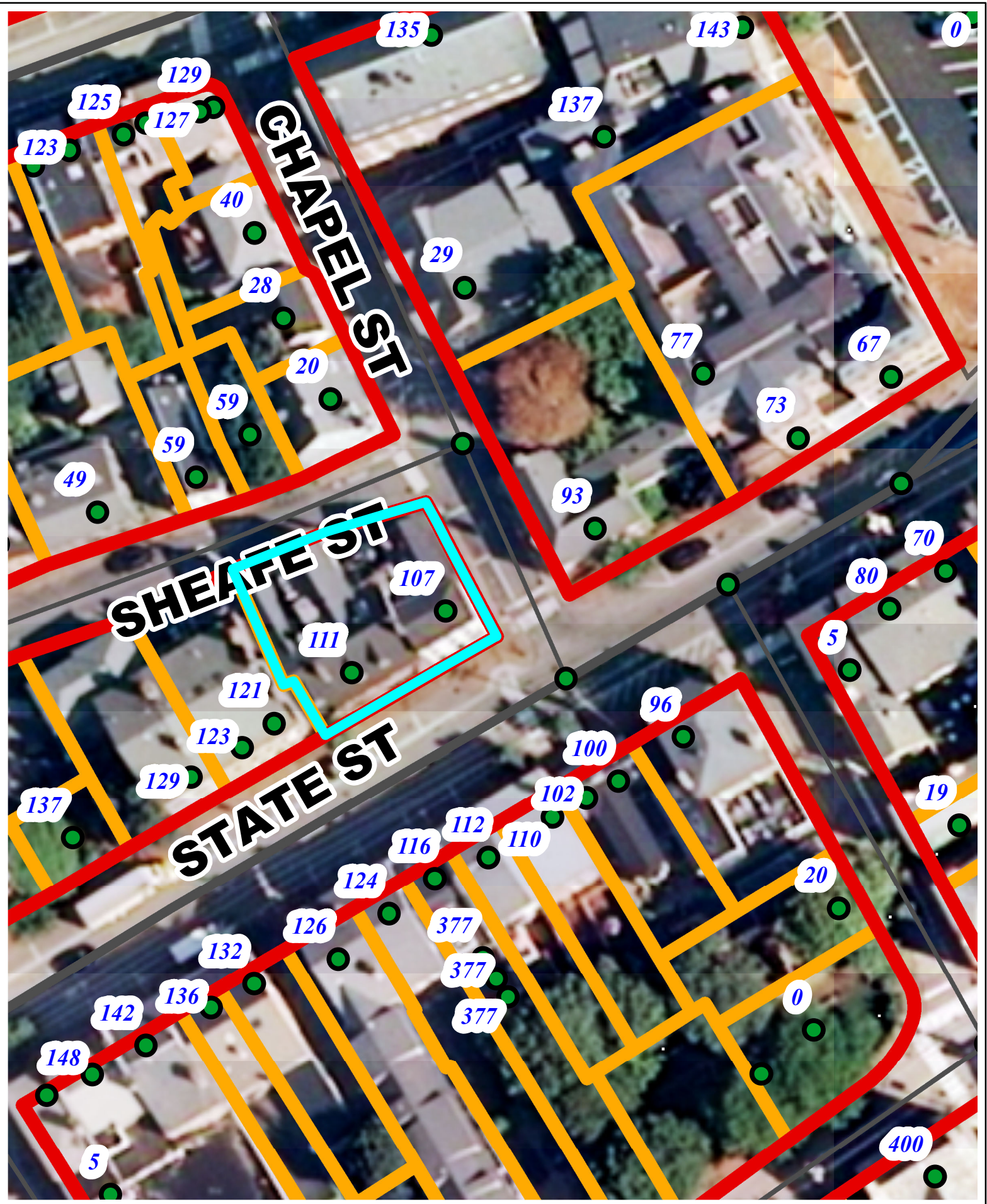
---

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

Sign dimensions: 44" x 39"  
Sign area: 12 sq. ft.

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

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



**Request for license  
111 State Street**



Double-sided Routed HDU

Border and raised "sol" text painted: PMS 7562

Inset Background: PMS 7546  
full color laminated print to include  
gradient & white text

Mounted to existing bracket: new side straps needed



**REVISION:**

All orders under \$250 include 1 revision only.  
All orders over \$250 include 2 revisions only.  
Additional revisions will be charged at  
\$25 per revision.

**PLEASE NOTE:**

Designs are NOT actual size and color may  
vary depending on printer and/or monitor.

5/19/2022

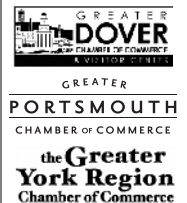
RETURN SIGNED TO: [service@portsmouthsign.com](mailto:service@portsmouthsign.com)

I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.

SIGNATURE: *Maria Podsi*

Date: 5/20/22

Member of:



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Shop Use Only	Qty:	Materials:	Background Color:	Vinyl Color:	Other:
	SS <input type="checkbox"/> DS <input type="checkbox"/>			HP <input type="checkbox"/> Int <input type="checkbox"/>	

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# MEMORANDUM

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**TO:** Karen Conard, City Manager

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

**DATE:** July 5, 2022

**RE:** City Council Referral – Projecting Sign  
Address: 295 Maplewood Avenue  
Business Name: Port City Barbers  
Business Owner: Patrick Lavoie

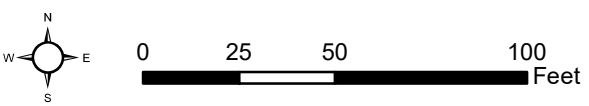
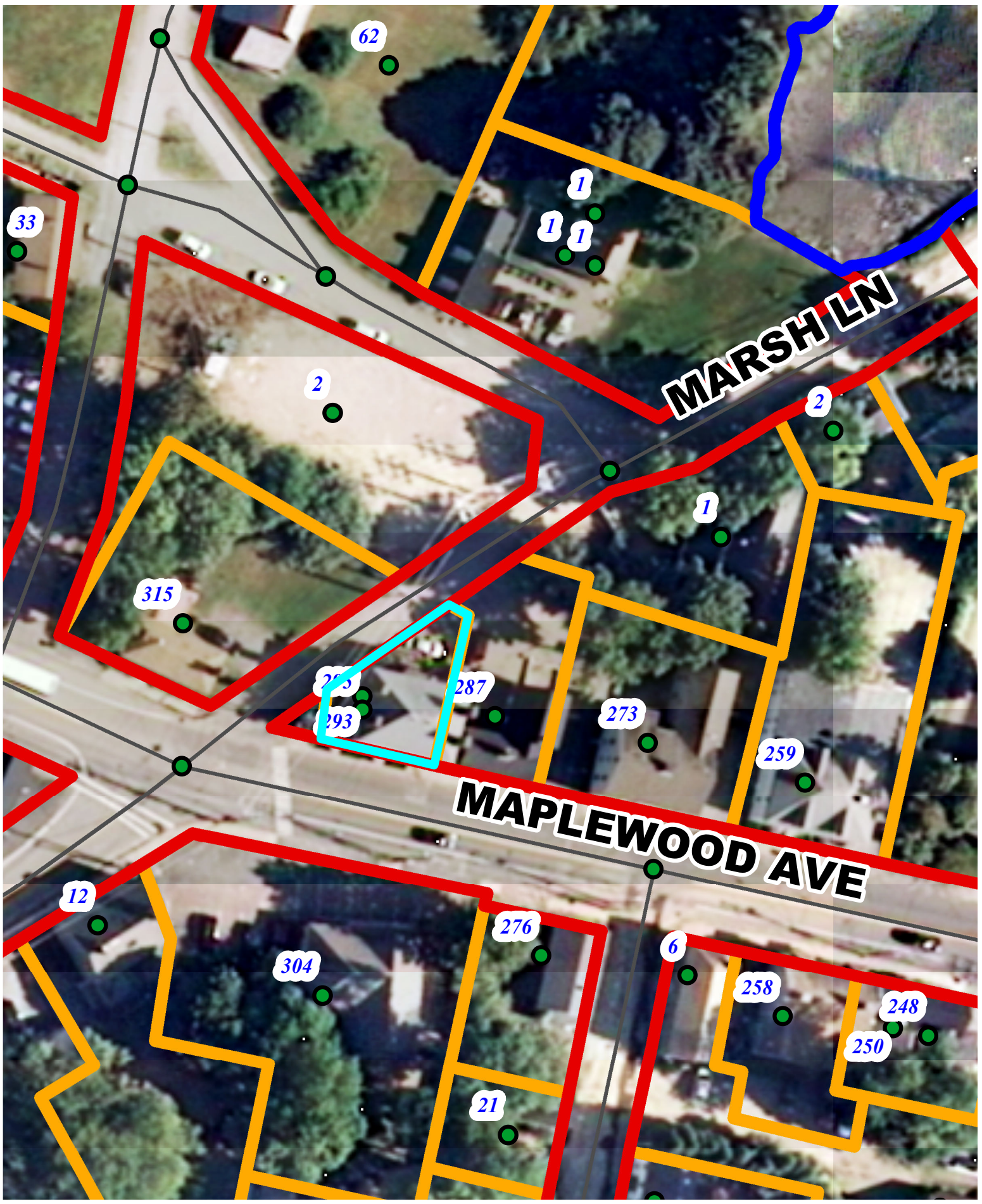
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Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 30" x 26"  
Sign area: 5.4 sq. ft.

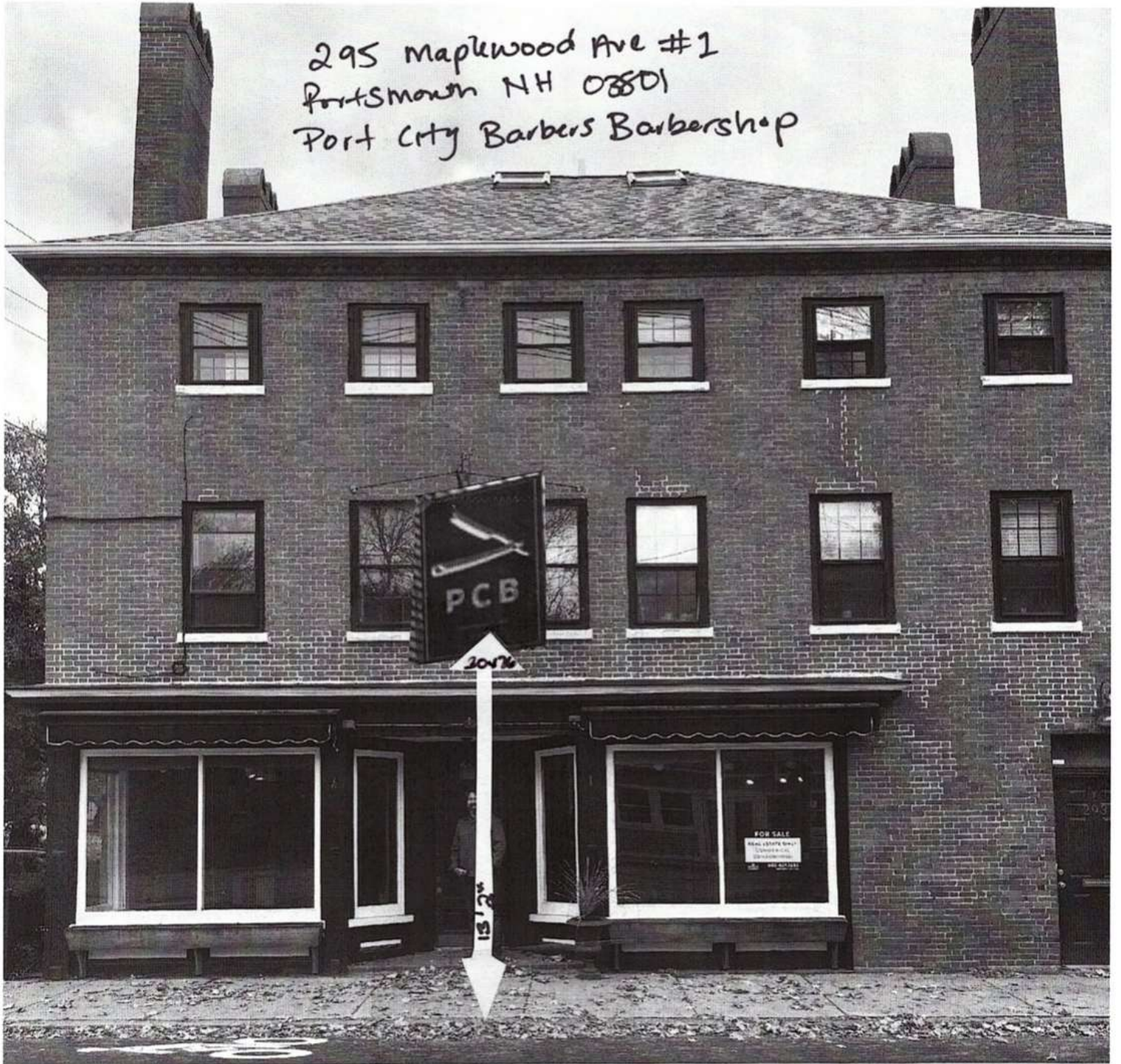
The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

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



**Request for license  
295 Maplewood Avenue**

295 Maplewood Ave #1  
Portsmouth NH 03801  
Port City Barbers Barbershop



Sidewalk to Sign: 13 feet 2 inches

Sign 30" wide x 26"

---

# M E M O R A N D U M

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**TO:** Karen Conard, City Manager

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

**DATE:** July 5, 2022

**RE:** City Council Referral – Projecting Sign  
Address: 40 Bridge Street  
Business Name: Circle Furniture  
Business Owner: Bob Richard

---

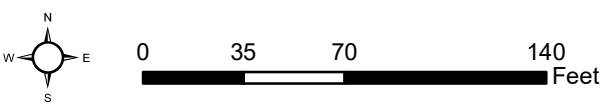
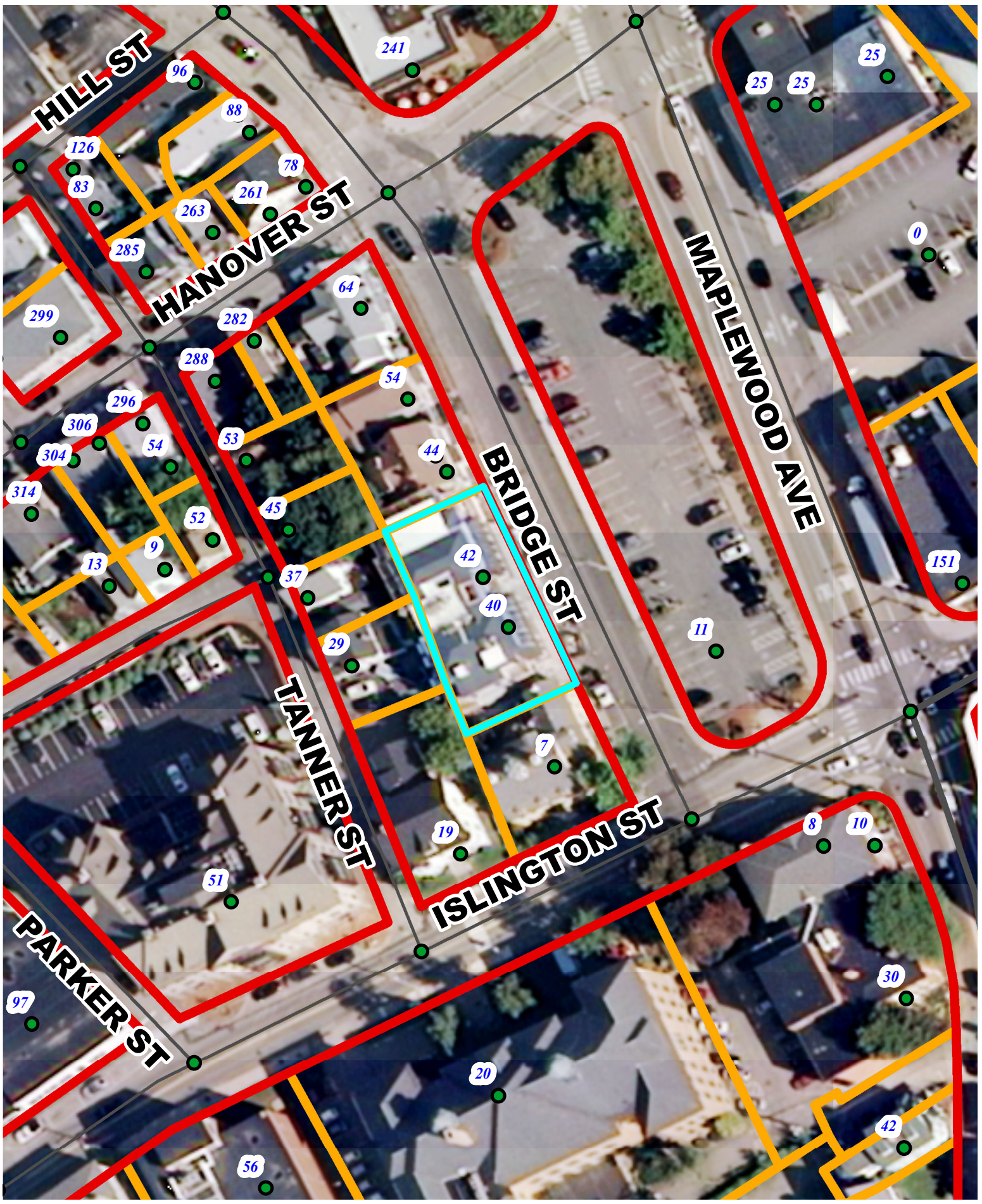
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 24" x 24"  
Sign area: 4 sq. ft.

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

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

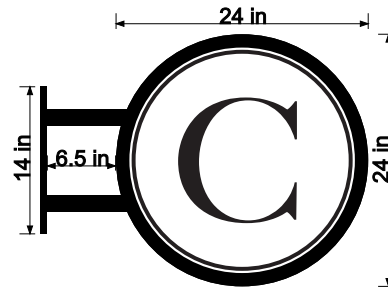




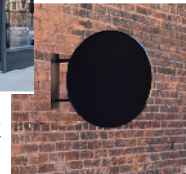
**Request for license  
40 Bridge Street**



Placement



Sample photo of intended look



 PortsmouthSign.com <b>603-436-0047</b>	<b>REVISION:</b> All orders under \$250 include 1 revision only. All orders over \$250 include 2 revisions only. Additional revisions will be charged at \$25 per revision.  <b>PLEASE NOTE:</b> Designs are NOT actual size and color may vary depending on printer and/or monitor.	<b>6/28/2022</b>  I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.  SIGNATURE: _____ Date: _____	<b>RETURN SIGNED TO: service@portsmouthsign.com</b>	Member of:  GREATER <b>PORTSMOUTH</b> CHAMBER OF COMMERCE 
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Shop Use Only	Qty: SS <input type="checkbox"/> DS <input type="checkbox"/>	Materials:	Background Color:	Vinyl Color: HP <input type="checkbox"/> Int <input type="checkbox"/>	Other:
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**City of Portsmouth  
Assessor's Office**

# Memo

**To:** Karen Conard, City Manager  
**From:** Rosann Lentz, City Assessor   
**cc:** Judith Belanger, Finance Director  
**Date:** July 5, 2022  
**Re:** Tax Year 2022 / Fiscal Year 2023 Statistical Revaluation

---

The City of Portsmouth Assessor's Office has decided not to conduct the Tax Year 2022 / Fiscal Year 2023 Statistical Revaluation.

The New Hampshire Constitution and statutes of the state require that property subject to a tax based on value be revalued at least once every five years (RSA 75:8-a). The City's last revaluation meeting this legal requirement was completed for Tax Year 2019 / Fiscal Year 2020.

Although the legal requirement to revalue properties is at least once every five years, the Assessor's Office reviews the real estate market and economic conditions and if necessary updates assessments on an annual basis. These efforts assure assessments remain equitable and proportional.

In March of 2020 (Fiscal Year 2021) with much of the nation shutting down due to the COVID -19 Pandemic, the residential real estate market came to a halt. Additionally, the commercial market was impacted by the halt with many companies needing to change the way they operated by either shutting down, working remotely or limiting services. With the uncertainty of the market and the public health crisis, no revaluation was conducted for Tax Year 2020 / Fiscal Year 2021.

Despite the decline in home sales in the spring of 2020, by the summer, the review of the market within the City and other areas of the country saw a housing boom. This market saw high demand, limited supply, bidding wars, and elevated prices leading to an increase in rents throughout the City.

The Assessor's Office again decided not to conduct a revaluation for Tax Year 2021 / Fiscal Year 2022 due to prices surging to record levels. Additionally, this surge had many experts believing the residential real estate market would eventually slow down and go back to pre-pandemic conditions.

Since the announcement of the Tax Year 2022 / Fiscal Year 2023 Statistical Revaluation, economic conditions have changed dramatically. Inflation is at its highest level since 1981, oil and gas prices have

doubled since last year, and the increase in interest rates has caused the real estate market to slow down. With a potential recession looming and the unknown economic impact on residential and commercial taxpayers throughout the City, the Assessing Department has decided not to conduct the revaluation.

Going forward for Tax Year 2023 / Fiscal Year 2024 through Tax Year 2024 / Fiscal Year 2025, the Assessing Department will be conducting a data collection of all properties within the City. Additionally, the department will continue to monitor the real estate market and if necessary conduct a partial revaluation in Tax Year 2023 / Fiscal Year 2024 prior to the legally required revaluation in Tax Year 2024 / Fiscal Year 2025.

## CITY COUNCIL E-MAILS

Received: June 21, 2022 (after 5:00 p.m.) – July 7, 2022 (before 9:00 a.m.)

### July 11, 2022 Council Meeting

**Submitted on Tue, 06/21/2022 - 17:59**

**Full Name**

Andrew Menard

**Email**

[andrewmenard@me.com](mailto:andrewmenard@me.com)

**Subject**

Cabot Street Sidewalks

**Address**

65 Cabot Street

**Message**

It is not fair that several years ago, a previous council decided the fate of our neighborhood while securing and preserving the integrity of their own neighborhoods with little, if any consult or notification to or from those residents in regard to this idea of a cheap bargain replacement for currently existing sidewalks in the city. But as long as the Red Bank District gets they got what they wanted, right? Forget the rest of us, right? I can assure you that I would have been at that meeting.....

Our current sidewalks were constructed with monies raised from a great deal of effort from the Cabot Street neighborhood community, and at a time when there were none and the change was significant improvement for the foot traffic and the chartered of Cabot Street.

Why would these bought and paid for materials in perfect working condition be replaced when all required is to rebuild and fix with upgrades and adjustment? Why are we going to rip up and throw perfectly good bricks when all they need is simple maintenance?

I remember well when we got an enormous tax hike. Its was a [REDACTED] thing we all had to deal with when the city decided that we were not paying as much as we should in comparison to other neighbors.

Why are we paying the same tax rate the historic district is paying as of only a few yeas ago but yet our sidewalk quality and appearance will be compromised and less appealing?

If this is not about money, then I don't know what it is about. It is obvious to everyone that sees them that the new bricks in the skinny sidewalk strips on Islington are a way to cut cost.

Well fortunately, Portsmouth already already owns the bricks and they are in great condition!! They just need to be reset.

However, pertaining to that historic district and the Middle Street corridor, once again it makes the most sense to preserve what is there.

It would be a disgraceful decision to disrespect the lifelong community members who worked so hard to build a desirable neighborhood by having these sidewalks installed in the first place.

Why would we diminish the overall appearance of our city's character by destroying what the community has worked so hard to build? The bricks are perfectly fine, useable, and there is no need to come up with some other cheap solution.

Let's remember that prior to this dedicated work by these tenured Portsmouth citizens, there were no sidewalks at all on Cabot Street. I for one am grateful for their contribution. You should be too.

Fixing the bricks that are currently there in a new setting is the right thing to do.

I strongly urge the council to reconsider their map of the sidewalks and how they are repaired and replaced. We have good bricks and our street is beautiful the way it is. Please do not diminish its character with unnecessary destruction.

Thank you.

Andrew Menard

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

---

**Submitted on Tue, 06/21/2022 - 18:05**

**Full Name**

Roy Planalp

**Email**

[roy@planalp.net](mailto:roy@planalp.net)

**Subject**

Sidewalk downgrade on State Street

**Address**

202 Cabot St.

**Message**

To the City Council:

I write with great concern on the issue of replacing sidewalks in the west end of State St. I'm surprised that the city seeks to downgrade the pedestrian walkways to concrete, as I see already at the Cass St. end. The finished brick surface has beautiful sheen and rich color. This matters in an area where the houses are equally beautiful and well-maintained. Homeowners in this area put in months of work, or spend tens of thousands of dollars, to maintain the exterior of their houses. The appearance of the straight concrete sidewalk with no decorative

We Speak  
Portsmouth High School  
50 Andrew Jarvis Dr

May 22, 2022

Dear Mayor McEachern and City Council members,

On behalf of Portsmouth High School, We Speak would like the Council to revisit its June 21, 2021 decision regarding the naming of "Columbus and Indigenous People's Day." We are requesting some time on the agenda to state our case at the June 6th City Council meeting and the Council's vote to permanently approve an unambiguous city-and school-wide reference to Indigenous Peoples' Day only (not alongside "Columbus Day") and to support public recognitions and acknowledgments in honor of Indigenous Peoples' lands in Portsmouth.

We understand that this will be a busy meeting for the Council as you will be adopting the new budget for this upcoming year, but it is important that we come during the school year so that we can demonstrate all the support we have from our classmates and community before they leave for summer vacations.

Currently, our petition in support of a permanent name change and public education about Indigenous Peoples' Day has over 1,200 signatures. This represents students, parents, and community members who wish to formally adopt a name change for the October holiday and replace any reference to the name Columbus Day with Indigenous People's Day only. We suggest the complete replacement of the words Columbus Day with Indigenous Peoples' Day in the city calendar, school calendars, website references, and agenda books as well as public land acknowledgment in meetings, communications, and at other public events.

The main reason for this change is due to the fact that we are continuing to celebrate a holiday that is distressing to Native American populations including the Pennacook, Abenaki, and Wabanaki lands that we are on today. The holiday overtly celebrates the colonial oppression that Native people faced beginning with Columbus' arrival in the late 1400s. History has made it clear that Columbus and the colonization of the Americas have put the Indigenous People through a variety of hardships that they are still struggling to escape from.

To date, 21 states and over 130 American cities, towns, and counties have transitioned to celebrating Indigenous Peoples' Day. More specifically, Maine Vermont, and Connecticut have changed the holiday, and in New Hampshire; Chester, Concord, Dover, Durham, Hopkington, Keene, Nashua, Newmarket, and Exeter; have all changed the holiday at school board and city levels. So why shouldn't Portsmouth make this a permanent and clear change?

Portsmouth is looked up to as an open-minded and well-known city in New Hampshire. Meaning if we change completely to Indigenous People's Day, other towns and cities near us will see that

and follow in suit. Portsmouth needs to be a leader in this movement of moving away from old, hurtful, and uneducated traditions and language toward recognizing the struggles of Indigenous People in the past, present, and future.

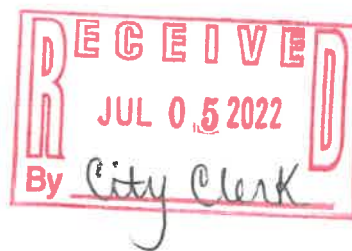
An important aspect of passing this change is that we would like the City Council to stay true to its Racial Justice Resolution passed in the summer of 2020, which states that the City Council strives to “employ and regularly review best practices to support racial justice.” By supporting a permanent, unambiguous city-and school-wide reference to Indigenous Peoples' Day not alongside “Columbus Day” and making public recognitions and acknowledgments in honor of Indigenous Peoples' lands in Portsmouth, the Council will be in alignment with that resolution.

We thank you for your time and consideration.

Sincerely,

We Speak members:

Olivia Annunziata Blaisdell, Harini Subramanian, and Maya McKinnon



Oksana Karcha  
168 North Road  
East Kingston, NH  
(603) 275-0548  
bucovina.uk@gmail.com

July 5, 2022

Mayor McEachern and fellow City Councilors  
Portsmouth City Council  
Portsmouth, NH 03801

Dear Mayor McEachern and fellow City Councilors:

Following communications that began in March with the Portsmouth Health Department, City Attorney Bob Sullivan suggested on Friday last that I submit a letter of request to you regarding 'pop-up tent' occasions this summer in Market Square as part of the 'Peace Vigils for Ukraine' on Sundays in front of North Church. I am a qualified chef, licensed caterer (enclosed is my Food Service License) and approved vendor at numerous large farmers' markets (Portsmouth being one) throughout the region. As a native Ukrainian, I feel compelled to join my fellow Americans in supporting Ukraine in its fight against a hostile takeover by Russian President Putin, and I can do so with proceeds from specialty foods that I reduce the price of specifically for this cause. (To date, I have successfully transferred almost \$3000 to aid refugee relief in my hometown village in western Ukraine, all of which is verifiable.)

As you will see in the enclosed pictures, one such food item is a potato dumpling called "vareniki." Per Deputy Health Officer Kristin Shaw's recent email regarding requirements for said tenting, I would be certain to precisely mirror my vending at market on Saturdays in front of City Hall. I am very committed to professional standards.

I vend at another large farmers' market every other Sunday, so I am seeking only to vend a small number of times in Market Square this summer. I have included dates that would be an option for me, but I would not be at all of those. Most dates listed below are yet to be confirmed, as I am very busy and must plan carefully. I do think I would be able to vend on Sunday, July 17<sup>th</sup>, pending your approval, or July 31<sup>st</sup> should this process take such time. I would certainly provide confirmation in a timely manner to whichever entity would require it for further dates. Thank you for your consideration.

Sincerely,

Oksana Karcha

Enclosure







This picture was taken in front of Exeter Town Hall last month. Raj Man, owner of Tulsi Indian Restaurant in Kittery, asked to join me in my effort (entirely approved by Exeter officials). My mother, Vika, on the left, helps me too, as does a good friend who lives in Greenland, Jean Eno. Many customers support this cause!

**Potential Dates (all Sundays):**

**July:**

17<sup>th</sup> or 31<sup>st</sup>

**August:**

14<sup>th</sup> or 28<sup>th</sup>

**September:**

11<sup>th</sup> or 25<sup>th</sup>



New Hampshire Department of Health and Human Services  
FOOD PROTECTION SECTION  
29 Hazen Drive  
Concord, NH 03301-6503  
603-271-4589

# Food Service License

This certificate of license has been issued to

BUCOVINA CUISINES LLC  
known as  
BUCOVINA CUISINES

located at

168 NORTH RD in EAST KINGSTON in the state of NH

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

This license will be in force to May 31, 2023

Establishment Type 16C2 Caterers-offsite  
Seating 0  
Facility ID FA0002809

Colleen Smith, Administrator  
Food Protection Section  
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE



CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

Committee: Covid Response Task Force Initial applicant

Name: Nancy Brown Telephone: 603-436-7861

Could you be contacted at work? YES/NO If so, telephone # 603-436-7861

Street address: 333 Bartlett Street, Portsmouth, N.H.

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

Email address (for clerk's office communication): nanb333@gmail.com

How long have you been a resident of Portsmouth? 48+ years !!

Occupational background:

Health and Wellness Educator - Phillips Exeter Academy, Exeter, N.H.

Community Health Educator, Stafford County Clinic, Dover, N.H.

Instructor, Nutrition, Health Care, Early childhood, School of Life Long Learning, UNH Durham

Peace Corp Volunteer, Primary Health Care Educator/co-ordinator, Belize, Central America

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

Led classes and workshops for children and adults from varied backgrounds, focused on mental health, wellness, disease prevention, nutrition, decision making.

Worked as a community organizer in Kentucky and Central America, focused on poverty, disease prevention, health and wellness.

In depth experience with adolescents re: decision-making; risk-taking and personal, family, community cultural values.



(Please see brief resume attached for more information)

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

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

Reasons for wishing to serve: We need to acknowledge and deal with mental health, wellness and emotional challenges we are all facing (especially youth) due to the COVID pandemic. I believe my background provides me with some value to offer in dealing with the aftermath of a public health crisis. I look forward to being part of a committee to help our city, sharing knowledge, new directions, for positive change

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

I volunteer at Crossroads weekly and as a classroom assistant with special needs children and students in general at New Franklin Elementary School during school year. I have been and stay involved with a neighborhood group concerned with affordable housing needs, sensible development, traffic, and environmental protection, cultural, community values, health and well-being...

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

(Portsmouth references preferred)

1) Cathy Wolff, 10 Old Armory Way, Kittery, Maine # 603-617-9204  
Name, address, telephone number 03904

2) Peter Jarrett, 20 Islington St. Apt. #207, Portsmouth, #561-516-0281  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: Nancy Brown Date: June 24, 2022

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

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

NANCY BROWN

---

333 Bartlett St., Portsmouth, NH 03801

## EDUCATION

MA, Nutrition Education, Goddard College, Plainfield, VT

BS, Comprehensive Home Economics Education; minor in health and child development,  
Wisconsin State University, Menomonie, WI

## PROFESSIONAL WORK EXPERIENCE

**Health & wellness educator**, Phillips Exeter Academy, Exeter, NH, 1992-2016

- **Community health educator/coordinator**, Strafford County Pre-Natal & Family Planning Clinic, Dover, NH, 1993-1997

**Peace Corps volunteer**, primary health care, health educator/coordinator, Belize, Central America, 1989-1991

**Health and home economics teacher**, Farmington High School, Farmington, NH, 1985-1989

**Nutritionist**, WIC (Women, Infants & Children) USDA public health, food & nutrition program. Responsible for administering nutrition services and consultation, 1982-1988

**Consultant/instructor**, Head Start & day care program, Rockingham & Strafford counties, NH, 1982-1986

**Coordinator/educator**, Community Food & Nutrition Program, Strafford County Community Services Administration, Somersworth, NH. Responsible for resource development, program design & implementation, 1980-1982

## ADDITIONAL PROFESSIONAL EXPERIENCE

**AIDS prevention & sexuality educator**, Heart-to-Heart program, Boston area schools

**In-service instructor**, Nutrition Education Training Program for public school teachers, UNH

**Extension educator & supervisor**, Portsmouth, NH, Cooperative Extension Service, UNH

**VISTA volunteer**, community education & organization, Letcher county, eastern Kentucky

**Domestic violence training coordinator** (for Safe Place), Seacoast Task Force on Family Violence, Portsmouth, NH

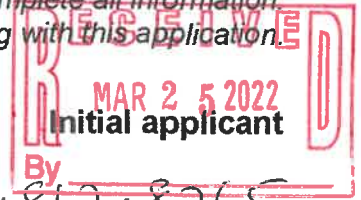
(603-436-7861, [nanb333@gmail.com](mailto:nanb333@gmail.com))



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

## APPOINTMENT APPLICATION

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



Committee: Historic District Commission

Name: Johanna Landis Telephone: 603.812.8265

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

Street address: 540 Marcy St Portsmouth

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

Email address (for clerk's office communication ): daphnesjohanna@yahoo.com

How long have you been a resident of Portsmouth? we have owned home here since 2009 we established full time residency in 2017 I am a life long N.H. resident.

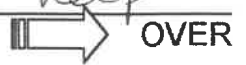
Occupational background:

retired dentist. Currently professional musician.

I have restored 10 buildings over the last 30 years three of which are in Portsmouth - 39 Pray st, 344 Aldrich and 540 Marcy St

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

I have been an ardent preservationist for my entire life. I was the co-ordinator for the Manchester Historic Associations annual preservation awards for 5 years, I volunteered at the Amesbury Carriage Museum for 2 years and was instrumental in raising awareness to help save Carrey Cottage.



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

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

Reasons for wishing to serve: My three passions are  
historic preservation, music and animal welfare.  
The latter 2 I am involved with already.  
I love this city and this state and want to  
help make a difference and protect our unique  
built and natural environment.

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

I am the leader of my own music group - Prana.  
I support and work with Second Chance Ranch  
animal rescue in New Boston, N.H.

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

1) John Mayer 312 Aldrich Rd Portsmouth 603-319-8837  
603-422-9551  
Name, address, telephone number

2) Tracy Spaulding Kozak 28 Walden St Portsmouth 603-436-2551  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: [Signature] Date: Mar 25, 2022

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

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



### **53-E:6 Electric Aggregation Plan. –**

I. The governing body of a municipality or county may form an electric aggregation committee to develop a plan for an aggregation program for its citizens. A municipality or county may join other municipalities or counties in developing such plans. A county plan may provide an aggregation program for all or a subset of municipalities within the county that request to participate by a majority vote of their respective governing bodies.

II. The plan shall provide universal access, reliability, and equitable treatment of all classes of customers subject to any differences arising from varying opportunities, tariffs, and arrangements between different electric distribution utilities in their respective franchise territories, and shall meet, at a minimum, the basic environmental and service standards established by the commission and other applicable agencies and laws concerning aggregated service.

III. The plan shall detail:

(a) The organizational structure of the program.

(b) Operation and funding.

(c) Rate setting and other costs to participants, including whether energy supply services are offered on an opt-in basis or on an opt-out basis as an alternative default service.

(d) The methods for entering and terminating agreements with other entities.

(e) The rights and responsibilities of program participants.

(f) How net metered electricity exported to the distribution grid by program participants, including for group net metering, will be compensated and accounted for.

(g) How the program will ensure participants who are enrolled in the Electric Assistance Program administered by the commission will receive their discount.

(h) Termination of the program.

IV. The committee shall approve a final plan which the committee determines is in the best, long-term interest of the municipality or county and the ratepayers.

V. The committee shall solicit public input in the planning process and shall hold public hearings.

**Source.** 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019. 2021, 229:8, eff. Oct. 25, 2021.

## **Authorize Portsmouth Energy Advisory Committee to draft a Community Power plan to implement in 2023.**

*Sample Motion: Move that the City Council authorize the Portsmouth Energy Advisory Committee to create an Energy Aggregation Plan per RSA 53-E, including two public hearings, for review and vote of the council.*

In 2019, New Hampshire RSA 53-E went into effect, allowing towns and cities to aggregate their customer demand and purchase electricity in bulk for savings and a more rapid shift to renewables. After extensive study last fall, the Mayor's Blue Ribbon Portsmouth Energy Advisory Committee (PEAC) recommended Portsmouth pursue a Community Power program in Portsmouth because it would

1. Be an effective way to decarbonize electricity consumption as a community.
2. Empower consumers and provides the opportunity to reduce greenhouse gases.
3. Have strong likelihood of lowering costs for green power compared with the status quo.
4. Could include lower cost supply options comparable to Eversource default service.
5. Enable Portsmouth to collaborate with other Community Power cities and towns to reform regulations and create innovative programs

Subsequently the City Council voted Feb 22 to join Community Power Coalition of New Hampshire (CPCNH) as part of the path to a Community Power program. CPCNH will be a cooperative power buyer/supplier and public advocacy organization. PEAC member Kevin Charette serves on CPCNH's board of directors and is active on key committees.

Since then, PEAC has worked to build community awareness and engagement while CPCNH moves from concept to reality. CPCNH will roll out Community Power programs in nine "first wave" towns by next April-May. Portsmouth would be in a second wave potentially as early as fall 2023.

To stay on this timeline, the next step would be writing of an Energy Aggregation Plan EAP for Portsmouth as required by RSA 53-E.

PEAC voted unanimously June 16 to ask the City Council to authorize it to draft such a plan for council review and vote early next year. A vote to approve the plan at that time would be a vote to begin a Community Power program in conjunction with CPCNH.

At all times, residents and businesses have the option to "opt out" of a Community Power program for Portsmouth and return to Eversource default energy supply. Likewise, the city can at any time exit CPCNH if better options emerge. Costs for the program – aside from any city staff time – are all paid out of sales of electric power through CPCNH.

On June 29, 140 residents signed up to participate in an information night on Community Power. In a flash poll of participants

- 79% said they do not take advantage of third party electric suppliers for cheaper or greener power, indicating an opportunity for bulk purchasing

- 83% wanted more renewable electricity, 71% wanted a menu of options with varied levels of renewable energy, and 69% wanted more competitive rates
- 51% wanted 100% renewable energy and were willing to pay extra, and 24% were willing to pay extra for a product with less than 100% renewables but more than they have now and 24% wanted more renewables at the same price.

FAQ's and meetings at <https://www.cityofportsmouth.com/citycouncil/mayors-blue-ribbon-portsmouth-energy-advisory-committee>

## PEAC

### Draft Community Power Aggregation (CPA) Schedule 2022-23

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#### June

- CPA Overview included with monthly water bill statement cycle
- Update city's website CPA FAQs
- Community Event PEAC / Portsmouth Smart Growth (June 29)

#### July

- Request City Council approval to begin drafting Energy Aggregation Plan (EAP)
- Initiate discussion regarding community goals and policies supported by CPA
- Establish PEAC sub-committees (drafting EAP, community engagement, etc.)
- Initiate steps to draft EAP
- July community engagement channel(s) TBD
- Establish August – December community engagement channels and schedule
- Request city's aggregate electricity load data from Eversource
- PUC adopts CPA administrative rules – PEAC monitors

#### August

- EAP drafting in process
- Finalize community goals and policies supported by CPA (reflected in EAP)
- Community engagement channel(s)
- Obtain electric load data from Eversource and share with CPCNH
- City Council update and adopt Joint Powers Agreement amendment

#### September

- Complete EAP rough draft
- CPCNH Board approves service agreement(s) with vendor(s) – PEAC monitors
- Community engagement channel(s)

### **October**

- Finalize EAP draft v 1.0
- Technical review of EAP draft by CPCNH
- City Council CPA update including review of EAP
- Community engagement channel(s)

### **November**

- CPA Public hearing #1
- Community engagement channel(s)

### **December**

- CPA Public hearing #2
- Incorporate public hearing feedback into EAP
- Community engagement channel(s)
- CPCNH Board approves member community cost sharing agreement and energy risk management, financial reserves and rates policies – PEAC monitors

### **2023 Q1**

- EAP submitted to City Council for approval and adoption
- Adopted EAP submitted to PUC, Department of Energy and Consumer Advocate
- PUC reviews, identifies issues and/or approves EAP within 60 days
- PEAC monitors CPCNH Phase One Community energy supply procurement process
- Community engagement channel(s)

### **2023 Q2**

- PEAC monitors CPCNH Phase One Community CPA launch and lessons learned
- PEAC establishes tentative Portsmouth CPCNH go-live window (assuming phase one is successful) in coordination with CPCNH – Fall 2023 or Spring 2024
- City Council update including review of key CPCNH agreements and policies (cost sharing, energy risk management, financial reserves and rates policies)
- Obtain City Council approval to proceed with EAP implementation in partnership with CPCNH and supporting agreements/policies

- Establish go-live action steps and calendar
- Community engagement channel(s)

#### **Key Actions During TBD Go-Live Window**

- If necessary, update EAP and resubmit to PUC
- Portsmouth resident outreach campaign continues
- With approved EAP, PEAC will request and receive confidential customer datasets from Eversource and will be share with CPCNH to inform supply forecast and procurement
- CPCNH completes electric supply procurement
- Portsmouth City Council approves rates
- CPCNH submits 45-day advanced notice of intent to launch CPA service for Portsmouth and other NH communities in the phase implementation
- CPCNH posts all CPA rates on the Department of Energy shopping comparison website
- Portsmouth receives customer mailing data from Eversource
- Portsmouth residents receive CPA opt-out / opt-in (if already with a competitive supplier) notification 30+ days prior to launch
- Public information meetings held 15 days after notification is mailed
- Eversource notified of all customer switch-overs (utility default service or competitive supply to CPA service) via electric data interchange process
- CPA goes live
- CPA supply service reflected on subsequent Eversource billing statement

*Proposed Amendment to the Joint Powers Agreement for  
Community Power Coalition of New Hampshire (CPCNH)*

*Portsmouth City Council*

*July 11, 2022*



# Background



**COMMUNITY  
POWER COALITION  
OF NEW HAMPSHIRE**  
*For communities, by communities.*

## **CPCNH – “For Communities, By Communities”**

- ⚡ CPCNH is a NH non-profit Joint Powers Agency incorporated on October 1, 2021, whose mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals.
- ⚡ Portsmouth City Council authorized the City Manager Karen Conard to execute the Joint Powers Agreement and join CPCNH as a member on February 22<sup>nd</sup>, 2022

## **CPCNH Joint Powers Agreement (JPA)**

- ⚡ Intermunicipal contract including CPCNH corporate charter and By-Laws.
- ⚡ CPCNH is governed by 1 county and 18 municipal members through their appointed representatives serving on the Board of Directors.



# Proposed Amendment to CPCNH JPA (1)

- ⚡ While most JPA articles may be amended with a 2/3 majority vote by the Member representatives at CPCNH's annual meeting, Article XVI is one of four articles that may only be amended by unanimous consent of all Member governing bodies.
- ⚡ **Original JPA:** Stipulates that the JPA may only be amended at Annual Membership Meetings, which are held in April each year.
- ⚡ **Proposed Amendment** (provided on next slide): allows for amendments to the JPA at regular and special meetings of the Members (rather than restricting JPA amendments to once per year).
- ⚡ The Amendment was unanimously approved by Member Board on April 21, 2022, and requires Member Governing Body approval to become effective.

# Proposed Amendment to CPCNH JPA (2)

(~~Red strike-through~~ = deleted language; **bold italics underline** = added language).

## ARTICLE XVI AMENDMENTS, SUCCESSORS AND ASSIGNS ...

**SECTION 2. Amendments.** Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended ~~at any time and from time to time~~ by a written amendment approved by at least 2/3 (two-thirds) of the votes cast at ~~an Annual~~ **any Membership** Meeting at which a quorum is present, provided that: **(1) written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon, (2)** no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census., **and (3) amendments to** this Article XVI Section 2 and Articles XII, XIV and XV ~~may not be amended~~ **approved at a Membership Meeting shall not be adopted** unless such amendment is approved by the governing body of each Member. Attachments B and C, the Articles of Agreement and By-Laws, may be amended by a vote of at least 2/3 (two-thirds) of the votes cast by the Members at a Membership Meeting at which a quorum is present pursuant to the terms specified in Article IX of the By-Laws. **Prompt written notice of the effective date of such amendment to this Agreement, the Articles of Agreement, or By-Laws, along with a copy of the amendment or amended document, shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board.**

# Discussion

- ✦ CPCNH's Members' representatives unanimously agreed there is no reason to restrict JPA amendments to once per year at the April Annual Meeting.
- ✦ The By-Laws, in contrast, may be amended "at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting" (Section 9.1). Several key Articles still require unanimous approval of all Member governing bodies.
- ✦ Limiting JPA amendments to once/year presents risk for CPCNH's Members during 2022/2023 start-up phase, in the event any unforeseen issues need to be addressed more urgently than next April.
- ✦ Allowing the Members the flexibility to amend the JPA throughout the year reduces risk that CPCNH runs into roadblocks preventing successful and timely launch of power supply services.
- ✦ CPCNH's legal counsel reviewed proposed amendment prior to its consideration at the April CPCNH Annual Membership Meeting and found it reasonable and well drafted.

# Suggested Motion

*MOVE that the City Council approves the amendment to Article XVI, Section 2 of the Joint Powers Agreement of the Community Power Coalition of New Hampshire as presented in the packet for tonight's meeting .*

A Summary Report on Public Input Relating  
to Accessory Dwelling Unit (ADU)  
Regulatory Amendments.

# Public Involvement Summary Report

Accessory Dwelling Unit  
Regulation Amendments

Lukas J. Cowan, Planning Intern  
Beverly Mesa-Zendt AICP Planning Director

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## State Regulatory Context

Accessory Dwelling Unit (ADU) law requires municipalities to allow internal or attached accessory dwelling units in all zoning districts where single-family dwellings are permitted. Minimum provisions include:

- ADUs must provide accommodations for sleeping, eating, cooking, and sanitation;
- Maximum ADU size must not be smaller than 750 square feet;
- When the main dwelling unit is attached to the ADU, an interior door is required and locking that door (or other internal doors) must be allowed.
- Must not limit an ADU to only one bedroom;
- No familial relationship between the occupants of an ADU and the occupants of the main dwelling unit is required; and
- Must not require separate water and sewage systems between the main dwelling unit and the ADU.

## Local Regulatory Context

Detached dwelling units are allowed in Portsmouth. There are three types of ADU's in the code, including attached, detached, and garden cottage spaces. Minimum provisions include the following.

- Only one ADU per single-family dwelling on a lot;
- ADU must match the design of the principle unit;
- Property owner must live in the ADU or principle unit; and
- Property owner must comply with an annual certification to confirm residency.

## Regulatory Amendment Work Plan

On April 13, the Land Use Committee transmitted the 2022 Regulatory Work Plan to City Council for approval. On April 18, 2022 regular meeting, the City Council approved the 2022 regulatory work plan which included evaluation of proposed amendments for alignment with existing Master Plan goals, City Council adopted goals (2022-2023) and City Council adopted policies (Housing Policy). The work plan further identifies stakeholders and focus group members to be included in public outreach. The work plan consists of three phases:

- 1. Phase 1: Code Clean-Up**  
Purpose: Improve regulatory implementation and align with legislative intent. Eliminate ambiguous sections that result in unintended consequences.
- 2. Phase 2: Accessory Dwelling Unit Amendments**  
Purpose: Remove barriers and expand the number of eligible properties for ADUs and Senior Housing Facilities.
- 3. Phase 3: Incentive Amendments**  
Purpose: Adjust incentives to place a higher emphasis on Workforce Housing.

Both Phase 2 and Phase 3 will include a public input summary which will identify key themes and concerns articulated and captured as part of the public involvement plan. This report summarized public involvement to date for Phase 2 amendments.

## Phase 1 Public Involvement

The Public Involvement Plan for Updates to ADU regulations involves three phases:

1. **Small Focus Group Meetings.** Four meetings took place over the course of two weeks from June 9<sup>th</sup> to June 15<sup>th</sup>. Staff and a representative/moderator from the Land Use Committee met with representatives from four groups of stakeholders:
  - Previous applicants,
  - Architects,
  - Engineers, and
  - Neighborhood representatives.

**A list of attendees and full summary of comments is provided in Appendix A and Appendix B.**

2. **ADU Direct Abutter Survey.** A survey was distributed to over 200 direct abutters of approved ADUs built within the last five years.

**A summary of survey input is provided in Appendix C.**

3. Public meetings and public hearings at which time additional input will be invited and will help guide refinements to the proposed amendments.

## Key Themes

1. **Process navigational support is needed.**

ADU applicants who participated in the focus group meetings described how complicated it was to navigate the various regulations. Participants indicated that the hardest part was just knowing where to get started. Focus group participants pointed out that the city has no step-by-step process for how to build and plan for an ADU. Some applicants hired attorneys or architects to help navigate the process, further increasing the cost of an already expensive project.

2. **Dimensional relief is both an obstacle and a protection.**

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*“Accessory building garages do not meet the needs for a living unit. The 600 square foot limitation needs to be loosened.” –Portsmouth Architect*

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Focus group participants indicated that because of Portsmouth’s tight development pattern, zoning relief was often needed, particularly setback relief to allow continued use of the back yard. Unit size limitations have made conversions of accessory structures to garden cottages challenging as well.

### Staff Note:

- 17 of the 30 ADU's approved since 2017 have had a variance
- 7 of the 17 units required a variance for unit size
- 8 of the 17 units with a variance are garden cottages

Similarly, we heard from focus group respondents that privacy is important to many Portsmouth residents. The current zoning ordinance provides protective provisions addressing separation requirements. In most cases, the square footage maximums are the smallest possible according to New Hampshire state law. The code for a garden cottages reflects that even more so with a maximum unit size of 600 square feet.

**3. There is considerable cost and risk in the process and this is a deterrent.**

The architects and engineers who participated in the focus group meetings addressed the risk that comes with applying for a variance or modification. Focus group participants indicated that cost can run as high as \$20,000 for land use approvals, and approval is never guaranteed. This may deter potential applicants by not only making the process more expensive, but also not guaranteeing the approval of a planned ADU.

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*“They have to spend \$10,000-\$20,000 on the approval process...when we present the feasibility study and present the findings, people have a hard time moving forward with the uncertainties.” - Portsmouth Architect*

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**4. Regulations for ADUs need to be clear and implementable.**

Focus group participants indicated that more clarity is needed in the zoning ordinance for terms like “subordinate to the principal structure” and “architecturally compatible”. Participants indicated that these terms are not only very subjective, but hard to define and therefore hard to interpret. The terminology used should be clear and specific so that all parties may be able to understand and follow the zoning ordinance provided to them and community members and abutters can expect consistent application of the regulations.

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*“If this is going to be rewritten - the intent needs to be clearly addressed.” - Neighborhood Representative*

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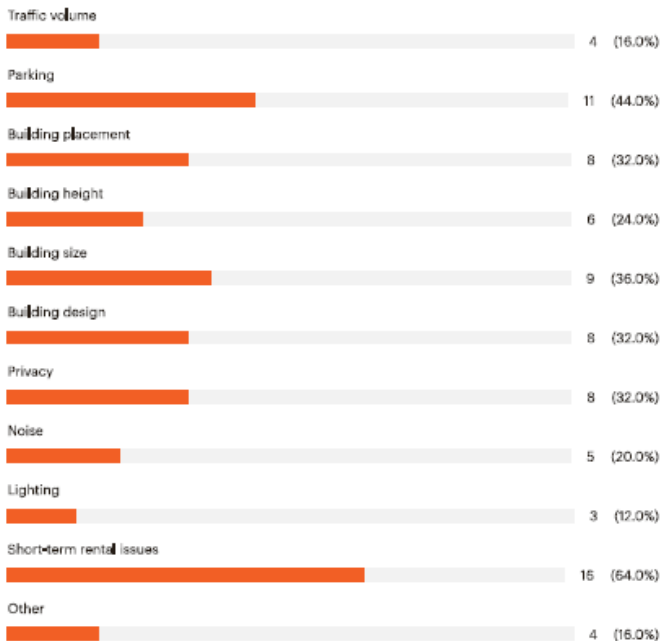
**5. Foremost among abutters’ concerns are: parking, short term rentals, neighborhood character, and buffering and separation.**

Survey respondents identified parking (44%) and short-term rentals at (64%) as impacts that they are most concerned about.



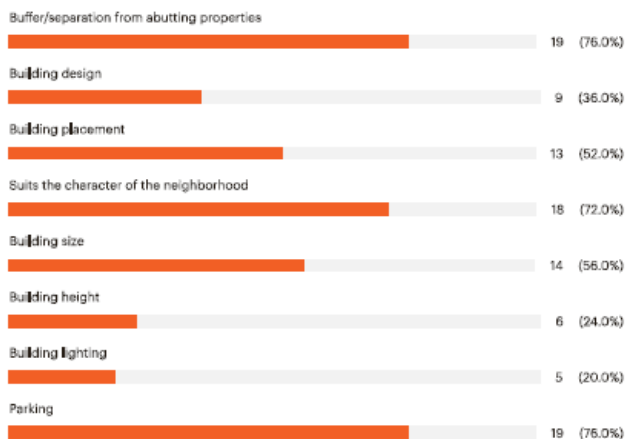
Question 3 has 25 answers (Checkboxes)

“Of the following potential impacts – which are you most concerned about? Check the three that are most important.”



When asked about relaxing restrictions, 76% identified parking requirements as a major standard that needs observed for all ADUs. Similarly, buffering and separation were identified as important (76%). Compatibility with neighborhood character also was identified as a high priority (72%).

“The City is thinking about allowing some ADUs to be approved WITHOUT Planning Board review or a public hearing if the project can meet some minimum standards. Which standards are most important to you? Please check FOUR of the boxes below.”



**6. Abutters were generally positive about ADUs.**

Survey abutters were mostly positive about their experience with ADUs. When given the chance to write optional comments on the positive or negative impact of ADUs, 44% of the responses were positive, while 25% were neutral and 31% were negative.

*Abutter on the impact of ADU's*

*“It is a smart way to make Portsmouth more affordable and to increase housing supply.”*

Abutters were split about whether they would consider building an ADU. Nearly half (48%) of respondents said they would consider building or converting a space on their property into an ADU while 52% said they would not mostly citing lack of space or interest as the main reason.

## Appendix A

### Zoom Focus Groups Response

#### ADU Applicants (5 attendees)

- Has done 2 – one for himself and one for a client
- Planning process was fairly easy a variance for setback was required.
- Issue has been amount of time it took to get inspections done.
- Planning was good. Not too many complaints
- Not a contractor or in the building trades.
- *"It is like hitting a fly ball to mid-field."*
- *"I'm just an average Joe"* - I have a new house – (fire with old house).
- Wanted to house his mother in an ADU.
- He did the preemptive work on that project.
- In dealing with the city of Portsmouth – no one wants to do it.
- Dealing with inspections is just horrible.
- Website – touching specifically on ADUs - there should be an ADU section - a section based on ADUs.
- *"If you really want to make this process work you need to make in idiot proof."*
- Need an ADU section on the webpage would be helpful.
- How do I know what I need?
- Purpose is family – mom.
- Moderately difficult process. Planning? Inspections? Do I need a variance? Paperwork and documentation could be challenging.
- Did not need a variance.
- There should be a separate process.
- If the city is really serious about making ADUs easier for common folk- sit down with an average person to design your website.
- There are things in some of the applications that are not relevant to the ADU process. Average Joe needs to go through it.
- Garden Cottage – historically detached unit was a workshop and maybe a garage and then a cake bakery.
- Took a long time to get out of inspections. Underlying gas line – upgraded electrical service. Final C/O was not gotten by original applicant – had to redo all the electrical then expose everything for inspections.
- Change of use was interpreted very restrictively by Inspections.
- Building code was very restrictive and would not allow the loft. ADUs should be allowed for the loft. 2018 IBC allows for this.
- *"We need a provision in the zoning code for a tiny house"*
- *"It would be great if this could be done without a CUP and renewed annually"*

- **Staff Note:** Several attendees did not know that there was an annual renewal process.
- The unit was an attached dwelling unit.
- *"Did the process to get it kosher with the city –for parents and for future income."*
- Moderately- difficult process- did have professional help- hired an attorney.
- I did get a variance –most confusing –
- I did not know what I was doing – I was looking for a PDF file – here is what you do— does not exist.
- I had a difficult time between planning, zoning and inspections being going between the different applicable departments.
- The only curve ball was around electricity and I had to have my electricity split.
- *"We need a checklist – Here is the order. You should not need an attorney."*
- 300 square foot studio attached to our existing home for future ground floor living for us in the future - until that time we are renting it out.
- The whole process went very smoothly.
- Couple of things I would recommend. If a person is good at their job it does not qualify them to be a builder. You need to have more support and direction.

## Architects (5 attendees)

1. Can you talk about the level of interest your clients have had in ADUs - either here in Portsmouth or in other jurisdictions?
  - Has had one client Pre-Covid and renovated garage.
  - Decided not to go forward with the ADU due to the struggle. Might eventually do it. Not too many clients – the clients think it is too hard.
  - Agrees – immediately *"going before the boards is terrifying"* most people who are interested do not have the resources to pay for the professional services needed.
  - The regulations they perceive to be a lot to think about. A lot of interest but fear that they will spend money and not get to do it.
  - Mostly general business A or B.
  - Often the accessory buildings are near the property line and you are looking at 3 different boards. Adds a level of complication.
  - Has not done an ADU without doing feasibility study.
  - In Elliot there are not variances required.
  - Older children are creating ADUs for elderly parents is getting more common.
  - Small occupancy is at odds with accessibility.
  - The ones that have actually going ahead are the ones that do not have a choice.
  - The reality is that these the expense. They will cost \$300K at minimum. If it is an existing structure it is still \$200 at minimum.
  - Feasibility in Portsmouth – it is a little more arbitrary but once they find out how much they have to spend -10 to 20 K on the approval process.

- A lot of feasibility studies – when we present the feasibility study and present the findings – people have a hard time moving forward with the uncertainties.
  - In Newfields, where there is land – they want them attached. Portsmouth does not have lots of land and “*this is a better use of land without the sprawl*”.
2. How do you feel the Portsmouth’s regulations for ADUs compare with those from other jurisdictions?
- Seattle – dramatically different sized city – they actually have preapproved designs for their ADUs and had architects design these and they were approved and done.
  - Most people are not thrilled at spending the legal fees and the architect fees. Seattle takes the architect out of it. This is a wild idea but something to think about for streamlining. No matter how simple an ask, a variance is a risk – you can never be sure if you are going to get it.
  - The term *architecturally compatible* requires professional support and is subjective.
  - You almost always need a variance – you are going to have a garden cottage or DADU inside the setback to get a useable rear yard and most likely for lot coverage.
  - It would be more than just the design – it requires a preapproved floor plan that could provide a path for the variances that would need to be approved.
  - Preapproved designs make it more viable. Recently did one on Richards avenue.
  - ADU regulations are all over the place in the state. State law was very broad. “*One off decisions can provide barriers – Simplification is the key.*”
  - In Portsmouth we have all these established neighborhoods. They almost all need lot coverage relief. “*Accessory building garages do not meet the needs for a living unit. The 600 SF limitation needs to be loosened. Within the units they give flexibility on the size give the existing stock that will be converted.*”
  - ADUs are challenging everywhere- there is no benchmark from the state – there is nothing good for us to look at.
  - Look at HDC administrative approval – Can we craft something that allows for administrative approval. If it does not increase volume can it be an administrative approval??
3. Which jurisdictions have regulations that you feel are worth reviewing and possibly replicating here in Portsmouth, and why?
- **Staff Note – Most suggest that they are all over the place.**
4. Based on your experience, which of the following standards prove to be the most challenging for the design and construction of an ADU:
- Minimum lot size – this is the worst one. A lot of properties cannot fit that requirement I remember a house I worked on at Cornwall and we had to ask for

density relief and 90% of the properties in that area did not meet that requirements.

- *“What accessory dwelling units are really for- single people and sometimes their partner. The minimum lot size has to be chopped in half or 1/3. The lot size requirements in place don’t exist very often- you really have to get lucky to have had that lot for years.”*
- 600 is a two car garage 1000 is basically a 3 car garage. No additional requirement should be there unless you are in the historic district. *“My neighbor can construct a 3 car garage without any oversight – why would we put any more requirements on an ADU?”*
- Maybe 25 % less setback or some increase in density should be allowed. The door that is required between – why does that have to be in this – I would have to do that anyway.
- Extra regulations other than parking do not make sense.
- You are ruling out single parents because there is no way to get that second bedroom in.
- The size is extremely challenging. We are trying to make the most of what we can with what we have. We are strong arming the people who are trying to do something good.
- The lot coverage is a non-starter. The ordinance is getting into design – no windows greater than 8 feet of height – this gets us to the point where the regulations are designing where the architects should be designing.
- Getting into design and affecting egress- that is part of the building code.
- Has to come down to a policy adjustment to the BOA. We need to eliminate the variances. Most of the houses are too close. Going to the BOA with some confidence that the variance will get approved.

## Engineers (5 attendees)

1. Can you talk about the level of interest your clients have had in ADUs - either here in Portsmouth or in other jurisdictions?
  - We have had a couple of clients because sometimes there are septic upgrades.
  - Not so much in Portsmouth but some Amherst. There is a lot of interest in Rye
  - We have had a few – we permitted one that did require variances. *“The permitting problems are part of the process but the economics are hard”.*
  - Inspections has been a problem as well with the building code. The zoning code and building code have been inconsistent.
  - I did a couple in Londonderry and a couple in Merrimac – not too many in Portsmouth
  - I only did one but most are homeowner and architect driven.
2. How do you feel the Portsmouth’s regulations for ADUs compare with those from other jurisdictions?

- The first item in the zoning requires additional lot size in the GR district- a lot of times that is a component that is a deterrent. Lot size requirements.
  - One unit per lot is restrictive. And you are restricted by the size of the unit. If you have to double the lot size there is no incentive to do it. Amherst allows you to double the density.
3. Based on your experience, which of the following standards prove to be the most challenging for the design and construction of an ADU:
- I think the rest of the ordinance makes sense. Parking can be a problem sometimes but the regulations make sense.
  - The façade area along the front – how does that work with a corner lot – the 40% visibility requirements.
  - Make dimensional standards waivable rather than zoning – it is a more streamlined process
  - The cost of a two car garage is expensive – ADUs even more so.
4. What regulatory changes would you recommend we consider to facilitate greater ADU conversion/construction in Portsmouth?
- Limiting the number of bedrooms from 2 to 1 might detract from being short term rental in the future.
  - Costs are still going up. 300k is on the low side for a new detached unit.
  - You should consider bringing in financial representatives. One income may be required to support two units, which can be a problem.
  - Owner occupied is a barrier.
  - Permit review is hard – architects are doing the work. Homeowners are also doing the work. The biggest obstacle is running through a difficult process.
  - Approvals are 20k to 30k. There is risk in the process.
  - Then there are the other costs. Surveying especially in downtown Portsmouth. In Downtown there is more cost to get out of the ground.
  - Everybody is talking about staff review but no one has done it.
  - Administrative approval would be problematic for the abutters who would not have opportunities to speak concerning an application.

### Neighborhood representatives (3 attendees)

1. Do you have any ADUs that you are aware of in your neighborhood and if so, have there been any positive or adverse impacts that you are aware of.
- We have one carriage house conversion – same lot coverage no impacts to our home – no negative consequences that I am aware of.
  - We have several in the Plains neighborhood – three years ago one was approved that was never built.

- There is an ADU that will be built next to us. It will be a 4000 SF building built above a four car garage and what is allowed as a result and what the PB is approving based on their interpretation of the ordinance.
- I would like to know what the intent of the ordinance is and how do you define that.
- This could impact the way neighbors feel – two rowdy college students would be more concerning. Why is this being brought forth at this point?
- What is the number we are trying to achieve?
- I have a problem with how it has been approved next to my property.
- Privacy is a concern.
- Short term rental is a concern.
- Architecturally consistent needs to be defined.
- One of our properties is non-conforming – with two units. If a lot is really non-conforming, you could not add an ADU.
- Privacy is important.
- In neighborhoods like the McDonough St. neighborhood, the lots are small.
- “If you move grandma into the unit – that is all fine and dandy but when grandma dies that is a different story”.
- If it is already a lot pretty well used or non-conforming and that carriage house gets converted. That needs to be considered.

2. What impacts are you most concerned about?

- Traffic volume
- Off-Street parking
- Building Placement
- Building Height
- Building Size
- Building Design
- Privacy
- Noise
- Lighting
- Short term rental

- If it was adjacent to my home – all of those things would be concerning.
- If you live in a single-family neighborhood you have an expectation to live in a single- family neighborhood. I don't have a problem with an ADU but I would want to address all those.
- Each situation is different. One thing that is not on the list is drainage. In our neighborhood – any change impacts water in our basement. *“A little closer to the lot line may not impact privacy but may impact drainage. I really don't care about building design – that is least on the list”.*

- I am in two neighborhoods. The concern is that a lot of the times everyone is looking for a variance.
- An accessory building is unique – usually in a SF neighborhood. Max size needs to be more clearly defined.
- Going before a board is very disconcerting – I have seen it. The Board does not live there.
- If the neighbor is a problem, then it is only going to get worse.
- If this is going to be rewritten – the intent needs to be clearly addressed.
- An accessory is adding another unit-but adding it is a bigger impact. You take away green space and add a new neighbor and should be owner occupied and that should be checked. Make sure we avoid the Air B and B situation.
- There should be limits on size.
- We should probably understand why some folks don't actually build these.
- Potential impacts – you don't know until it happens to you and you don't know until it is built.
- I have some concerns about a number of these potential impacts.
- Building placement is a concern.
- The term clearly subordinate is vague to me. Apparently, what is subordinate to the PB is different than what I think. Clearly subordinate and less than are not the same thing.
- Neighbors approved ADU is five inches shorter than his home. That is not clearly subordinate. I was told by the PB member that this ordinance was written purposely vague.



Public Involvement Summary Report

Accessory Dwelling Units

7-5-2022

Appendix B: Focus Group Meeting Attendees

Stakeholder Group	Meeting Date /Moderator	Name/Invited Attendee	Affiliation/Neighborhood	Attended
<b>Engineers</b>	<b>Rick Chellman</b>			
	<b>6/14/22</b>	Eric Weinrieb	Altus Engineering	
		Corey Colwell	TF Moran	
		Neil Hansen	Tighe & Bond	
		Joe Coronotti	Jones and Beach	
		Matthew D Beebe	MNB Design	
		Pat O'Keefe	Torrington/Dolben	
		Gregg Mikolaities	August Consulting, PLLC	
		John Chagnon	Ambit Engineering	
<b>Architects</b>	<b>Elizabeth Moreau</b>			
	<b>6/13/22</b>	Anne Whitney	Gates Street	
		Carla Goodknight	Cummings Architects	
		Brendan McNamara	Brendan McNamara Residential	
		ROBERT HARBESON AIA	Market Square	
		Lisa Destefano	Maugel DeStefano Architects	
		Jenn Ramsey	Soma	
		Richard Desjardins	McHenry Architecture	
<b>ADU Applicants</b>	<b>Joanna Kelley</b>			
Garden Cottage (constructed)	<b>6/9/22</b>	Tracy Kozak	28 WALDEN ST	
Garden Cottage (constructed)		Christopher and Anna Shultz	140 ORCHARD ST, Portsmouth, NH 03801	
Garden Cottage (constructed)		Butch Ricci	36 Artwill	
AADU (Constructed)		Patrick Liam Hughes 22-2	65 Fields Road	
AADU (Approved)		Chuck Dudas	32 Monteith St	
Garden Cottage (constructed)		Matthew Beebe	81 Lincoln and 50 Mt. Vernon	
Attached ADU		Kenton Slovenski	175 Grant Ave, Portsmouth, NH 03801	
Attached ADU		Shawn Dick	869 Woodbury Ave, Portsmouth, NH 03801	
Garden Cottage		Mark Baldassare	191 Sagamore Avenue, Portsmouth, NH 03801	
Attached ADU		Paul Messier	171 WALKER BUNGALOW RD PORTSMOUTH, NH 03801	
<b>Neighborhood Representatives</b>	<b>Rich Blalock</b>			
	<b>6/15/22</b>	Kathy Bergeron	(Wibird Street), Single family neighborhood /Commercial real estate appraiser	
		Karina Quintans	Islington Street neighborhood	
		Robin Husslage	27 Rock Street / Islington Creek	
		Liz Bratter	159 McDonough St	
		Liza Hewitt	726 Middle Road	

**Public Involvement Summary Report**

**Accessory Dwelling Units**

**7-5-2022**

<b>Stakeholder Group</b>	<b>Meeting Date /Moderator</b>	<b>Name/Invited Attendee</b>	<b>Affiliation/Neighborhood</b>	<b>Attended</b>
		Jim Lee	520 Sagamore Ave	
		Joan Hamblet	Pannaway Manor	
		Jackie Cali Pitts NH State Rep	Bedford Way	

# Appendix C

Are there any ADUs that you are aware of in your neighborhood?	If yes, have there been any positive or negative impacts that you are aware of? Please explain.	Of the following potential impacts, which are you most concerned about? Check the three that are most important.	If you checked other above, please explain.	The City is thinking about allowing some ADUs to be approved WITHOUT Planning Board review or a public hearing if the project can meet some minimum standards. Which standards are most important to you? Please check FOUR of the boxes below.	Would you consider building an ADU next to your home or converting a building on your property to an ADU?	If you checked yes, for what purpose would you add an ADU? Please check all that apply.	If you answered 'other' above, please explain.	If you answered 'no' above, why not? Please check all that apply.	Thank you for completing this survey. Your feedback is very important to this process and we appreciate your time and interest in assisting the City with this process. Is there anything else you'd like to add about ADUs?
Yes	Completely positive mother-son arrangement--necessary for both. Adequate driveway parking. No privacy issues. Owners were not allowed to install dormer windows on side facing neighbor's backyard--incredibly stupid rule.	Building design, Parking, Short-term rental issues		Buffer/separation from abutting properties, Building design, Parking, Suits the character of the neighborhood	No			Just not interested, Not enough space, Prefer my privacy	
Yes	No	Building height, Building placement, Short-term rental issues		Buffer/separation from abutting properties, Building height, Building size, Suits the character of the neighborhood	No			Just not interested, Neighbors might object	
Yes	Gives someone the ability to live in Portsmouth that is lacking housing	Building height, Building placement, Building size		Buffer/separation from abutting properties, Building lighting, Building placement, Building size	Yes	For additional income			
Yes	The previous tennant was respectful. The current tennent is respectful.	Parking, Privacy, Short-term rental issues		Buffer/separation from abutting properties, Parking	No			Just not interested, Not enough space, Prefer my privacy	
Don't know		Building placement, Privacy, Short-term rental issues		Buffer/separation from abutting properties, Building size, Parking, Suits the character of the neighborhood	No			Neighbors might object, Prefer my privacy	
Yes	We have not been impacted by this dwelling in any way.	Building design, Building height, Building placement, Parking		Building design, Building size, Parking, Suits the character of the neighborhood	Yes	To accommodate a family member			
Yes	Neither. It is fine	Other	My neighbors have been fantastic with their ADU, so it doesn't bother me	Buffer/separation from abutting properties, Building design, Building placement, Parking	Yes	Personal residence so the main house could be rented or used by another family member.			
No		Building design, Parking, Short-term rental issues		Building placement, Building size, Parking, Suits the character of the neighborhood	Yes	To accommodate a family member			
Yes	Positive, affordable housing	Building design, Parking, Short-term rental issues		Buffer/separation from abutting properties, Parking, Suits the character of the neighborhood	No			Just not interested, Not enough space, Prefer my privacy	
No		Parking, Privacy, Short-term rental issues		Buffer/separation from abutting properties, Building size, Parking, Suits the character of the neighborhood	Yes	For additional income, To accommodate a family member			Keep the requirement that one unit be owner occupied.
Don't know		Parking, Short-term rental issues, Traffic volume		Buffer/separation from abutting properties, Building placement, Parking, Suits the character of the neighborhood	Yes	For additional income			

Yes	<p>Negative. I spoke at a planning board meeting on [date] with regards to the negative impact the property at [address] has had on us. Other neighbors attended as well. We are direct abutters, our home of 22 years is about 3 feet from their rental in our backyard. Concerns I shared were loss of privacy, noise, beer bottles in our yard, laundry on our fence, use of our water spiket attached to our fence, the fact that on a regular basis a motel was operating in our backyard. My understanding in corresponding with primarily [name] at that time and [name] at the time, included the property owner being served, I believe 2, cease orders. They have continued to have people coming and going since then. Most recently a woman that was staying there had a smoke/fire issue. The alarm went off and smoke was pouring out of the back door. I walked over and asked what was happening and should I call the fire dept (the owners weren't home) and she said no and closed the door. My concerns were that the property is about 5 feet from our garage.</p>	Lighting, Noise, Other, Privacy, Short-term rental issues	<p>We have had "vacationers" come into our yard before, not invited. We didn't buy our home to have a motel in our backyard. The building was there before these owners took over but was not used as a VRBO. Next door is a property of rentals with an absent landlord that turns over frequently so I would assume they don't mind.</p>	Buffer/separation from abutting properties, Building height, Building lighting, Building placement, Building size, Parking	No			Just not interested, Neighbors might object, Other, Prefer my privacy	The accessory dwelling unit is often used for overnight guests of the property owners as well. I am not opposed to VRBO's but to use them in tight knit neighborhoods where people are paying a lot of money in taxes isn't right. There are hundreds and hundreds of hotel rooms in Portsmouth that folks can stay in.
Yes	Great idea. No negative impacts.	Building size, Short-term rental issues		Building design, Building size, Suits the character of the neighborhood	Yes	For additional income, Other	To increase the local housing stock		
Don't know		Noise, Parking, Short-term rental issues		Buffer/separation from abutting properties, Building design, Building placement, Parking	No			Just not interested	
Yes	Positive. It is a smart way to make Portsmouth more affordable and to increase housing supply.	Other	I would rather see a more permissive short term rental environment. Any short term rental issues should be handled on a case by case basis, not by blanket bans.	Building lighting, Building placement, Parking, Suits the character of the neighborhood	Yes	For additional income, Personal residence so the main house could be rented or used by another family member.			
Yes	Negative. It does not fit in the neighborhood, towers over my property and lights shine in my backyard. I greatly regret writing a letter for my neighbor to help him along the process.	Building design, Building height, Building placement, Building size, Lighting, Parking, Privacy, Short-term rental issues		Buffer/separation from abutting properties, Building design, Building height, Building lighting, Building placement, Building size, Parking, Suits the character of the neighborhood	No			Not enough space	They should fit the characteristic of the neighborhood and take existing neighbors welfare into account. Variances are set for a reason. I'd hate to see my neighborhood turn into a rental hub.
Don't know		Building placement, Building size, Short-term rental issues		Buffer/separation from abutting properties, Building placement, Parking, Suits the character of the neighborhood	No			Just not interested	
Yes	vehicles block sidewalks	Noise, Short-term rental issues, Traffic volume		Buffer/separation from abutting properties, Building design, Parking, Suits the character of the neighborhood	No			Just not interested, Other, Prefer my privacy, Too complicated, Too expensive	Continue with extensive reviews and oversight by city

No		Building placement, Building size, Short-term rental issues		Buffer/separation from abutting properties, Building size, Parking, Suits the character of the neighborhood	No			Just not interested, Neighbors might object, Too complicated	
Yes	negative	Parking, Short-term rental issues, Traffic volume		Building placement, Parking, Suits the character of the neighborhood	No			Just not interested	
Yes	[requested to remain anonymous]	Building design, Building height, Building placement, Building size, Lighting, Noise, Other, Privacy	[requested to remain anonymous]	Buffer/separation from abutting properties, Building design, Building height, Building lighting, Building placement, Building size, Parking, Suits the character of the neighborhood	No			Just not interested, Not enough space, Too expensive	[requested to remain anonymous]
Don't know		Building height, Parking, Traffic volume		Buffer/separation from abutting properties, Building height, Parking	Yes	For additional income, Other, Personal residence so the main house could be rented or used by another family member, To accommodate a family member	One option might be to rent to a grad student during the academic year and have the ADU available for daughter and grandchildren when they visit for two months in the summer from abroad.		1) The reason I mentioned height is that when a neighbor on New Castle Avenue renovated his garage (and I naively approved decades ago) is that the additional height unexpectedly blocked my view of the sunset. Height is fine except when it has effects like that. 2) I would also be concerned if the increase in property taxes outweighed the possible revenue benefit. 3) I think energy efficiency and affordability of maintenance (e.g. vinyl siding) should trump historic district worries, as long as the ADU isn't trashy. 4) I think if the number of ADUs is limited in a location such as my area, the neighbor who has lived there continuously longer, has a greater need, &/or is older, should have priority. 4) I would like to have the option of adding a carport; too old and small to clear snow off car. 5) I think septic tanks should not be allowed in areas with a high water table. (And I think there is septic drainage under my street which causes the pavement to crack and need fixing just about every year, plus may make my sump pump need to run more often during certain weather events. 6) I'd like to know about low interest loans for seniors who would benefit from an ADU. 7) I think fire pits should not be allowed in close neighborhoods where their pollution affects neighbors. 8) Perhaps the number of cars should be limited. 9) My lawn is a good off-street parking area. 9) There are new energy efficient modular buildings/constructions that should not be snobbishly disdained. 10) A list of recommended energy efficient contractors would be appreciated. 11) My house is too small for my situation now. It was great for me as a single mother of one child, but my family has grown, plus I'd like room for my boyfriend. I very much appreciate that Portsmouth is considering simplifying the process for attaining ADUs!
Yes	rarely used, as only family of property owner uses it	Building size, Noise, Privacy		Buffer/separation from abutting properties, Building height, Building placement, Building size	Yes	For additional income			
No		Building design, Building size, Privacy		Building design, Building size, Suits the character of the neighborhood	Yes	For additional income			

Yes	<p>Positive impacts are: affordable housing without needing a bureaucracy to support it (which keeps taxes down thus also helping affordability). Greater density helps businesses downtown without needing extra parking. Small house in an urban core relies on existing infrastructure thus saving us all money. If scientists are right, in the coming years I believe we need to reduce our dependence on cars and the enormous infrastructure costs of suburbia and the irony is, I believe, that Portsmouth is proof that the older way of living in a walkable urban core like Portsmouth is a more desirable way to live</p>	Building design, Building size		Buffer/separation from abutting properties, Building placement, Building size, Suits the character of the neighborhood	Yes	Other	All of the above		<p>I would like to see the city keep all planning board approvals with guidance to the planning board that ADUs are strongly encouraged. I am considering an ADU and I welcome the planning boards role. I want to make sure that my neighbors are on board and that I am doing something that is in line with the city's guidelines. Without the planning board, I fear, that lawyers are going to become an enormous expense and burden on both the city and us residents. Thank you so much for taking the time to ask residents like me for our opinions!!!</p>
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CITY COUNCIL  
PRESENTATION - JULY 11, 2022



# GOVERNANCE COMMITTEE MID-YEAR UPDATE



# WORK ACCOMPLISHED

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- Reviewed City Council Rules and made recommendations to the Council for adoption
  - Specifically reviewed Rule 43B for improvements to the Public Dialogue Process
  - Recommended no change for Rule 41, Address by the Public, to allow flexibility
  - Codified the practice of making “friendly amendments” in Rule 13B
- Reviewed the Ethics Ordinance, revised the Ordinance, and made recommendations to the Council for adoption
- With four former Mayors, reviewed the proposal by Councilor Denton to change the City Charter to elect Councilors by ward



# ONGOING WORK

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- Reviewed the Ordinance for Defunct Boards, Commissions, and Committees, with recommendations forthcoming to the Council on ordinances to sunset
- Reviewing the Administrative Ordinance Chapter I, Articles III-IV for recommended changes to the Board, Commission, and Committee structure
- Reviewing Board, Commission, and Committee terms to bring in line with the rotation envisioned in the RSAs and Ordinance
- Reviewing Board, Commission, and Committee appointment schedules to avoid appointments between elections and the swearing-in of newly elected City Councils

# FUTURE TASKS

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REVIEW POLICIES OF THE CITY FOR REVISIONS AND ADDITIONS, INCLUDING BUT NOT LIMITED TO THE SIDEWALK POLICY, PUBLIC ARTS POLICIES, AND A POTENTIAL DONATION POLICY



MAKE RECOMMENDATIONS TO THE COUNCIL AROUND PUBLIC ENGAGEMENT IN THE COMMUNITY CAMPUS PROCESS



COMPLETE A FURTHER REVIEW OF COUNCIL PRACTICE AND MAKE RECOMMENDATIONS FOR AREAS OF IMPROVEMENT

**City of Portsmouth, New Hampshire Mayoral Blue-Ribbon Committee**  
**Neighborhood Outreach Forum – Ward 5 Meeting Minutes**  
**June 8, 2022, 6:30 PM at Conference Room A, City Hall**

Committee attendance: Larry Cataldo, Kathleen Boduch, Elaine Apatang, Lori Soloway, William Gatchell and City Council member John Tabor

Panelists: Mayor Deaglan McEachern, Assistant Mayor Joanna Kelley, City Manager Karen Conard, fire Chief Todd Germain, Police Lt. Seth Tondreault and Public Works Director Peter Rice.

Other public officials attending: City Councilor Kate Cook, State Representative Jackie Cali-Pitt and State Representative Kate Murray.

The forum opened at 6:30 pm with CNC Chair Larry Cataldo welcoming the attendees (about 35) and panelists. He stressed the committee's mission: "Advocate for the neighborhoods within the City of Portsmouth." He then introduced Lori Soloway, Vice-chair and moderator of this forum.

Panelists' introductory remarks: Mayor Deaglan McEachern began by stating the role of each citizen to be able to address issues and problems face-to-face with city officials.

City Manager Karen Conard noted that the city has just received a triple A bond rating which allows \$679, 000 in savings to the city. She also addressed several budget issues.

Police Lt. Tondreault noted that the police force deals with many mental health calls. These can be very challenging to the first responders. He also covered the city's school violence/active shooter responses and recent drills the team has been holding. From national statistics, he said, only a small fraction is school related. Thus, training covers a variety of scenarios. He lives in Portsmouth, he said, has to deal with these same issues on a regular basis.

Fire Chief Todd Germain also mentioned receiving a high number of mental health calls adding up to 40% of their total citywide responses. He reported receiving a new aerial truck and a fire and rescue boat. Station 2 on Lafayette Road has a new emergency operation center.

Public Works Director Peter Rice spoke with a video slide show explaining current projects in ward 5 and elsewhere. He also addressed trash pick-up problems.

Questions and answers followed the remarks from the panelist and lasted almost an hour. Here is a list of questions and concerns raised by Ward 5 residents and several from other wards.

- Mental health issues especially in schools; is there a need to fortify the entrance of any school to prevent unwanted people from entering?
- The police department deserves high marks for their professional response to a mental health incident on Hancock Street.
- City debt and budget matters

- Who is responsible for upkeep and maintenance of Portsmouth cemeteries? The Cemetery Committee
- Road conditions (congestion), potholes and construction affecting traffic.
- Speeding in neighborhoods. Lt. Tondreault said the patrol officers are writing out tickets but that is not a strong deterrent. Traffic calming techniques work and tend to slow down traffic. He noted that the city receives zero dollars for fines paid for speeding.
- Parking problems in the downtown area and the possibility of resident permit parking
  - The permit program is complicated and must be addressed in a structured way.
  - Residents wanting a program should be well organized. Problems should be addressed with the Parking & Traffic Safety Committee
  - Where is the resident parking survey on Islington Creek parking permit pilot?
- Handicap parking during and following snow storms – are the regulations counter to state laws?
- Traffic noise especially from motorcycles. Karen Conard pointed out that Portsmouth's ordinance on noise is way ahead of other cities in the area.
- One resident said she really values where she lives.
- The questioner asked about "sounds from the park" and if sound levels would be controlled and sound direction managed for the benefit of the neighbors. The city's agreement with the arts festival has strict limits on decibel levels and a "green-yellow-red" panel for the sound system operator. The levels are monitored and logged.
- Bartlett Street intersection – is it still unsafe?
- The needed new police station could cost as much as \$42 million. It is desperately needed. Mayor McEachern said that we need to begin the public process to address this situation. Our police department deserves better.

The Forum concluded at 7:45 pm.

Youtube link: [https://www.youtube.com/watch?v=KKDur1z\\_sq8](https://www.youtube.com/watch?v=KKDur1z_sq8)

Submitted by Steve Dunfey and Larry Cataldo