

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, SEPTEMBER 19, 2022 TIME: 5:45PM

*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\\_sRxKPeLWRrC\\_V1xVITCvZg](https://us06web.zoom.us/webinar/register/WN_sRxKPeLWRrC_V1xVITCvZg)

**5:45PM – ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A**

**1. CONSIDERATION OF LEGAL ADVICE – RSA 91-A:3, II (I)**

## AGENDA

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

- I. **WORK SESSION – THERE IS NO WORK SESSION THIS EVENING**
- II. **PUBLIC DIALOGUE SESSION** [when applicable – every other regularly scheduled meeting] – **N/A**
- III. **CALL TO ORDER** [7:00 p.m. or thereafter]
- IV. **ROLL CALL**
- V. **INVOCATION**
- VI. **PLEDGE OF ALLEGIANCE**

### PROCLAMATION

1. Childhood Cancer Awareness Week

VII. **ACCEPTANCE OF MINUTES** (*There are no minutes on for acceptance this evening*)

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

- A. Recognition of Camila Sacco 2022 Miss New Hampshire USA
- B. Recognition of Thomas Kozikowski for Athletic Director of the Year
- C. Recognition of Hispanic Heritage Month

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**

#### First Reading of Ordinance:

- A. First reading of Ordinance amending Chapter 10, Article 5A, Section 10.5A21B, Amend Map For Building Height Standards, Incentive Overlay Districts Sections 10.5A21.20 – Building Height Standards, Sections 10.5A21.21 & 10.5A21.22, Section 10.5A43.32 – Building and Story Heights, Section 10.1530 – Terms of General Applicability (***Sample motion – move to pass first reading, and schedule a public hearing and second reading at the October 3, 2022 City Council meeting***)

## **Second Reading of Ordinance:**

- B. Second reading of Ordinance amending Chapter 1, Article IV, Section 1.414 – Commissions and Authorities (***Sample motion – move that Chapter 1, Article IV, Section 1.414 of the ordinances of the City be amended as described in the memorandum from the City Attorney to the City Manager on that topic dated September 13, 2022***)

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

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

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

1. Approval of Welfare Guidelines
2. Temporary Construction License for 64 Vaughan Street
3. Approval of Employment Agreement with Fire Chief McQuillen
4. Approval of Agreement with School Custodial Supervisors Union
5. \*Request to Schedule a Work Session for Stormwater Utility Feasibility
6. Foundry Place LLC Deed Acceptance for Property Located at 88-99 Foundry Place and 0 Deer Street

## **XII. CONSENT AGENDA**

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

- A. Request from Lisa DeGloria, Good Dog Gallery, to install a Projecting Sign at 135 Market Street, Unit G (***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. Letter from Chris Carragher, Seacoasts Paddleboard Club, requesting permission to hold the 5<sup>th</sup> Annual Halloween Costume Paddle on Sunday, October 30, 2022 from 10:00 a.m. to 11:30 a.m. at the Peirce Island Boat Ramp (***Anticipated action – move to refer to the City Manager with Authority to Act***)

- C. Pro Portsmouth 2023 Various Events Request (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- D. Eversource Petitions and Pole License Requests:
  - Installation of 4 poles on Pevery Hill Road #63-0696  
(***Anticipated action – move to refer to the City Manager with Authority to Act***)

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

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Request to Rename the North Mill Pond Park in Honor of Mark Stebbins (***Sample motion – move to schedule a work session to consider this request***)
- C. Request for Paper Street for Joffre Avenue (***Sample motion – move to refer to the Planning Board and Assessor for report back***)
- D. Letter from Peter Weeks regarding Worth Lot (***Sample motion – move to refer to the City Manager for report back***)

### **XIV. MAYOR McEACHERN**

- 1. \*City Facilities Update
- 2. \*Appointments to be Voted:
  - Appointment of Luis Rodriguez to the Cable Television & Communications Commission
  - Appointment of Torey L. Brooks to the Sustainable Practices Blue Ribbon Committee
  - Reappointment of Patricia Bagley to the Trees and Public Greenery Committee
  - Appointment of Jeffrey Mattson as an Alternate to the Zoning Board of Adjustment

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

#### **A. ASSISTANT MAYOR KELLEY**

- 1. Legislative Subcommittee's recommendations on the NHMA 2023-2024 Proposed Legislative Policy Positions and Principles
- 2. \* Removal of taxi only parking spots downtown and across the city as the taxi commission has been dissolved (***Sample motion – move to refer to the Parking and Traffic Safety Committee for report back at the October 24, 2022 City Council meeting***)
- 3. Request for a Report back from Recreation and Department of Public Works on creating a disc golf course at Community Campus

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

- 1. The 3<sup>rd</sup> Annual Portsmouth EV Show

**C. COUNCILOR BAGLEY**

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

**Action Item Needing Approval by City Council:**

- Portwalk Place, request for renewal of valet license agreements, by business owner ***(Sample motion – move to approve renewal of valet license agreement for Parade Residence Hotel, LLC for a term of 1 year and to approve renewal of valet license agreement for Portsmouth HI, LLC for a term of 1 year)***

**D. COUNCILOR LOMBARDI**

1. Archive Historical Documents ***(Sample motion – move to establish a Blue Ribbon Task Force to Study the Establishment of a Private/Public partnership to Properly Archive Historical Documents relating to the City of Portsmouth. The details related to the need for the work of the Task Force are outlined in the attached document)***

**XVI. APPROVAL OF GRANTS/DONATIONS**

- A. Approval of Critical Flood Risk Infrastructure Grant from NHDES - \$275,000.00 ***(Sample motion – move to accept the grant in the amount of \$275,000.00 as presented)***

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

1. \*Reminder to Public for CIP Deadline
2. \*Recycling Center Card Reader Update
3. Report Back on Outdoor Pool
4. Report Back from the Legal Department on Prescott Park Public Forum Area
5. Response regarding Unexpended Bond Proceeds
6. \*McIntyre Update

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

1. Citywide Neighborhood Committee Meeting – August 17, 2022

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

*\*Indicates verbal report*

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



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

**A Proclamation**

**Whereas:** Cancer is the leading cause of death by disease for American children under the age of 15, with approximately 400,000 children and adolescents – one every 30 seconds -- diagnosed with cancer each year; and

**Whereas:** Childhood Cancer Awareness Month was created in 1999 as a time to celebrate advances in childhood cancer treatment and survivorship care, remember the children we've lost, and engage new advocates to join in the mission of achieving a day when every child diagnosed with cancer can live a long and healthy life; and

**Whereas:** The President of the United States took the opportunity of National Childhood Cancer Awareness Month 2022 to reinvigorate the 2016 "Cancer Moonshot Initiative" to cut the cancer death rate by at least half over the next 25 years and created the first Advanced Research Projects Agency for Health with the single purpose of expediting breakthroughs in the prevention, detection and treatment of deadly diseases; and

**Whereas** Such local champions of Childhood Cancer Awareness as sixteen-year-old Rye resident Amy Kinstedt and her "Go Gold" campaign and the NH Department of Health and Human Services' online NH Health Wisdom system strive to keep the Seacoast community informed on the latest cancer research and treatment options and encourage education on exposure risk, prevention and early detection as the strongest tools we have in the war on cancer.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, urge the community to pause and remember the children we have lost to this terrible disease, and work to support the effort to find new therapies to treat and defeat pediatric cancer so children not only survive cancer, but thrive, do hereby proclaim September in Portsmouth as

***Childhood Cancer Awareness Month***

Given with my hand and the  
Seal of the City of Portsmouth,  
on this 19th day of September 2022.



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Deaglan McEachern, Mayor of Portsmouth



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**MEMORANDUM**

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**TO:** KAREN S. CONARD, CITY MANAGER  
**FROM:** BEVERLY MESA-ZENDT, PLANNING DIRECTOR  
**SUBJECT:** FIRST READING OF ORDINANCE AMENDING CHAPTER 10 – ZONING  
ORDINANCE  
**DATE:** SEPTEMBER 12, 2022

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### Background

On February 7, 2022, the City Council established the Land Use Committee to look at diversifying land use regulations within the City. As part of the first package of amendments, the Land Use Committee has focused on advancing the citywide housing goals identified by City Council in their 2022-2023 Goals. These objectives were refined on February 27, 2022 and include:

1. Increase diversity of housing types and price points;
2. Remove regulatory barriers for housing diversification in neighborhoods (ADUS) – context sensitive design and consideration to impacts to traffic, on street parking and other infrastructure impacts;
3. Restructure incentives to deliver greater public benefit in workforce housing construction; and
4. Identify and maximize partnerships, coalitions, and funding opportunities to deliver affordable housing.

### Regulatory Amendment Work Plan and Phase 1 Amendments

On April 9, 2022, the Land Use Committee approved transmittal of the draft 2021 Regulatory Amendment Work Plan to City Council. The City Council approved the Regulatory Work Plan on April 18, 2022. The work plan consists of three phases:

**1. Phase 1: Code Clean-Up – Building Height Standards.**

*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.*

## Phase 1 Amendments | Planning Board Consideration and Recommendation

At their August 18, 2022 meeting, the Planning Board recommended the Phase I amendments, attached as Exhibit A, for consideration and approval by City Council. Staff is requesting that the City Council pass the first reading of Chapter 10 – Zoning Ordinance amendments as follows:

Article 5A Character Based Zoning:

- Section 10.5A21.10- Contents of Regulating Plan – Map 10.5A21B
- Section 10.5A21.20 -Building Height Standards
- Section 10.5A43.32: Building and Story Heights

Article 15 Definitions:

Section 10.1530

## Phase 1 Amendments Timeline

- **April 18, 2022.** The City Council approved proposed Phase 1 amendments to the Planning Board for review and a recommendation.
- **May 05, 2022.** The Planning Board held a work session to review proposed Phase 1 amendments. At that time, staff presented a revised document that was developed in consultation with the City Attorney's office. Public input was provided and revisions were requested by the public and the Planning Board.
- **May 19, 2022.** The Planning Board held a public hearing. Revised documents were presented, additional comments were provided, and additional clarification was requested by the Planning Board.
- **June 23, 2022.** The public hearing was continued to the August meeting with a request that staff schedule an additional work session to review the proposed amendments.
- **August 8, 2022.** The Planning Board held a work session to review updated draft amendments.
- **August 18, 2022.** The Planning Board continued the public hearing and recommended adoption of Phase 1 amendments to the Zoning Ordinance.
- **September 19, 2022-** Planning Board recommendation is transmitted to the City Council for first reading.

## Staff Recommendation

Recommend that the City Council pass the first reading and schedule a public hearing and second reading at October 3rd, 2022 City Council meeting.

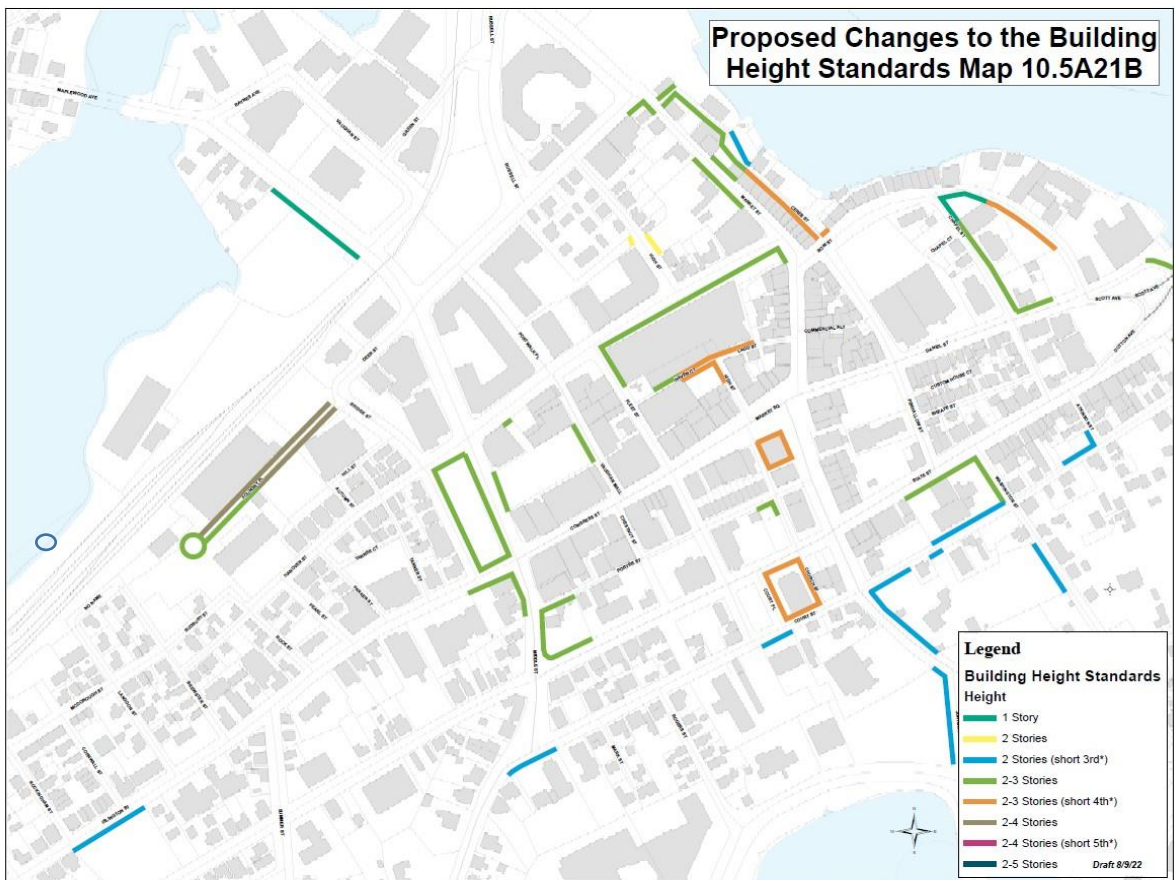
ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

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

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

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



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

Incentive Overlay Districts

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

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

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

#### **10.5A21.20 Building Height Standards**

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

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

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

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

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

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

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

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

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

##### **Average existing grade**

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

##### **Average finished grade**

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

##### **Building height**

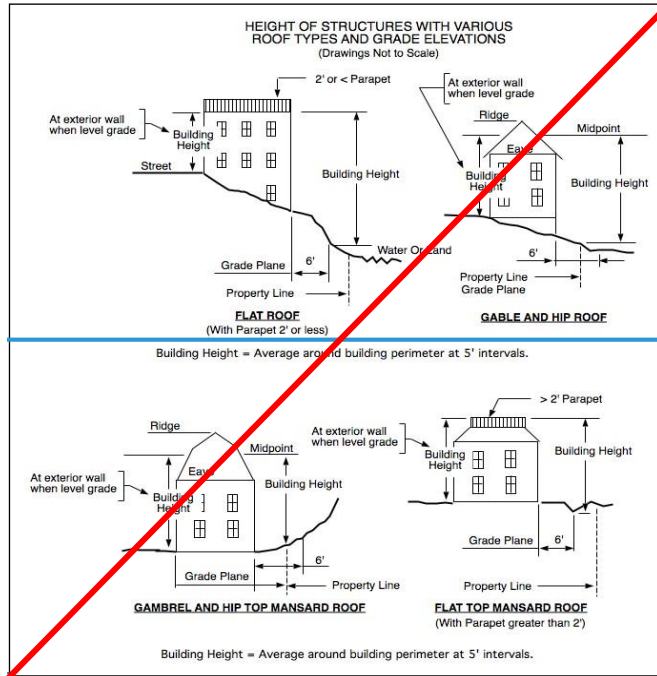
The greatest vertical measurement between ~~two reference points defined as follows:~~ the lower and upper reference points as defined below. This measurement shall be the building height for the purposes of this Ordinance.

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

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

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

(See also: grade plane, parapet wall.)



**Lot line**

A property line bounding a lot.

**Lot line, front**

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

**Mansard roof**

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



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

**Penthouse**

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

**Public place**

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

**Short story**

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

**Urban districts**

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

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

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

This ordinance shall take effect upon its passage.

APPROVED:

\_\_\_\_\_  
Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

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

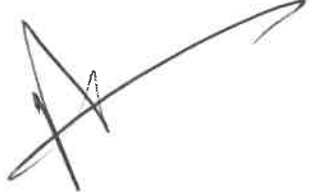
**CITY OF PORTSMOUTH  
LEGAL DEPARTMENT  
MEMORANDUM**

DATE: September 13, 2022

TO: KAREN S. CONARD, CITY MANAGER

FROM: ROBERT P. SULLIVAN, CITY ATTORNEY

RE: PROPOSED AMENDMENTS TO CHAPTER 1, ARTICLE IV **COMMISSIONS AND AUTHORITIES**, SECTION 1.414 AUDIT COMMITTEE



The procedural history of the ordinance amendment currently pending before the City Council at second reading as captioned is complex. This memorandum will seek to clarify the current status of the pending ordinance amendment and to recommend a further amendment which might be made to that pending ordinance in order to implement a discussion held by the Council at its meeting of August 22, 2022.

**THE ORDINANCE PROCESS TO DATE**

On August 22, 2022, the City Council considered second reading of Ordinance 04-2022 which contained numerous amendments to Article IV of the City's ordinances. That ordinance had been recommended by the Governance Committee. The proposed amendments affected the Building Commission, the Planning and Development Council, the Microenterprise Advisory Committee, and the Pierce Island Committee. In its original form, the ordinance would have also affected the Audit Committee.

On August 22, 2022, the City Council passed second reading and, under suspension of the rules, also passed third reading of all the provisions of Ordinance 04-2022, except those which related to the Audit Committee. This cleared the board so that the only amendment remaining before the Council is that which relates to the Audit Committee.

The form the Audit Committee amendment which went to second reading and is thus still before the City Council is as follows:

**Section ~~1.414~~ 1.410: AUDIT COMMITTEE**

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

- A. Membership and Term: The Audit Committee shall have ~~five (5)~~ **three (3)** voting members who shall be appointed by the Mayor and confirmed by the City Council, ~~two~~ **all** members shall be City Councilors. The City Manager shall be a member of the Committee with voice, non-voting. ~~Audit Committee members, other than~~

~~the City Councilors, shall possess experience in finance, accounting, auditing, and/or financial management and reporting. All members shall be independent of both City management and any auditing firm which may be under contract with the City. In order to enhance the integrity of the financial reporting, the independence of each member will be maintained throughout the duration of their term on the Audit Committee.~~ In the event of a vacancy in a member position on the Audit Committee, a qualifying individual shall be appointed to fill the remainder of the term of the vacant member. The ~~initial~~ terms of the members of the Committee shall be for ~~three (3) two~~ (2) year terms ~~coterminous with the term of the City Council except that the length of the initial terms to be staggered as follows: In year of initial appointment: three (3) members shall be 3-year terms and two (2) members shall be 2-year terms. Thereafter, all members shall serve a term of three (3) years. All members shall be residents of the City of Portsmouth throughout their term on the Audit Committee.~~

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

#### AUGUST 22, 2022 MEETING OF THE CITY COUNCIL

At my request, the City Clerk produced the following description of the action taken by the City Council on August 22, 2022, with regard to the pending amendments to the Audit Committee ordinance shown above:

“Here is the information you requested from my notes of the last City Council meeting surrounding the Audit Committee Membership and terms.

The Audit Committee shall have Six (6) voting members who shall be appointed by the Mayor and confirmed by the City Council.

Three (3) members would be residents and Three (3) members would be City Councilors, with one (1) serving as the Chair of the Committee.

The terms of the City Council members shall be for two (2) year terms coterminous with the term of the City Council. The other Three members shall be for three (3) year terms.”

## **RECOMMENDED ORDINANCE AMENDMENT**

In consideration of all of the foregoing, it is recommended that the form of the Audit Committee amendment which is presently before the City Council at second reading be further amended to read as follows:

### **Section 1.410: AUDIT COMMITTEE**

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

- A. **Membership and Term:** The Audit Committee shall have six (6) voting members who shall be appointed by the Mayor and confirmed by the City Council, three (3) members shall be City Councilors, with a City Councilor selected by majority vote of voting members of the Committee to be the Chair. The Audit Committee members who are not City Councilors shall possess experience in finance, accounting, auditing, and/or financial management and reporting. The City Manager shall be a member of the Committee with voice, non-voting. In the event of a vacancy in a member position on the Audit Committee, a qualifying individual shall be appointed by the Mayor to fill the remainder of the term of the vacant member. The terms of the City Council members of the Committee shall be for two (2) year terms coterminous with the term of the City Council.
  
- B. **Duties and Powers:** The primary purpose of the Audit Committee is to recommend an external auditor to the City Council. In the event the auditor identifies any serious exceptions, the Audit Committee shall advise and work with the City council as to next steps. The Audit Committee will be able to retain the services of professionals, as necessary, in municipal finance and audits, and experts hired will have no past employment as City staff or current relationships therewith, or employment with the auditing firm or current relationships therewith, and shall be independent.

If the Council is in agreement with this recommendation, a motion which might be made which would accomplish that result would be as follows:

**MOVED** that Chapter 1, Article IV, Section 1.414 of the ordinances of the City be amended as described in the memorandum from the City Attorney to the City Manager on that topic dated September 13, 2022.

RPS/smr

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



## CITY OF PORTSMOUTH

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

Karen S. Conard  
City Manager

**Date:** September 15, 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 September 19, 2022

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

#### **A. First Reading Regarding Phase 1 Zoning Amendments:**

Attached please find a memorandum from the City's Planning Director, Beverly Mesa-Zendt regarding proposed amendments to Chapter 10, Zoning Ordinance.

*I recommend that the City Council move to pass first reading, and schedule a public hearing and second reading at the October 3, 2022 City Council meeting.*

#### **B. Second Reading of Ordinance Amending Chapter 1, Article IV Commissions and Authorities, Section 1.414 Audit Committee:**

Attached please find a memorandum from Attorney Sullivan regarding a proposed ordinance amendment to Chapter 1, Article IV – Commissions and Authorities, Section 1.414 Audit Committee.

If the Council is in agreement with this recommendation, a motion which might be made to accomplish that result would be as follows:

*Move that Chapter 1, Article IV, Section 1.414 of the ordinances of the City be amended as described in the memorandum from the City Attorney to the City Manager on that topic dated September 13, 2022.*

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

#### **1. Approval of Welfare Guidelines:**

Per RSA 165:1, "The local governing body, as defined in RSA 672:6, of every town and city in the state shall adopt written guidelines relative to general assistance."

The City of Portsmouth Welfare Guidelines were most recently updated in 2015. In 2021, the NH Local Welfare Administrators Board of Directors, worked with attorneys from the NH Municipal Association to update the NHLWAA Model Guidelines. These Model Guidelines are provided to cities and towns to use as their own or to modify them as they see fit.

Working in conjunction with City Attorney Sullivan, [the City has recently revised the Welfare Guidelines, which are attached for your consideration](#). The changes are primarily additional definitions and other language that clarify the City's policies with the intention of making the document more user friendly for clients and their advocates. Welfare Officer Ellen Tully will be present at this evening's meeting to answer any questions.

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

## 2. **Temporary Construction License for 64 Vaughan Street:**

On August 19, 2021, the Planning Board granted site plan approval for renovation of the Margeson building and construction of an addition for property located at [64 Vaughan Street](#) ("Property"). The original site plan included retail and office space with underground parking, as well as sidewalks and improvements to the Worth Lot. The property was conveyed in December 2021 to Novocure Inc., which will use the 42,000 square foot building for their corporate headquarters. The site plan was amended to exclude retail use of the premises.

The Construction Mitigation and Management Plan (CMMP), signed on November 16, 2021, identified temporary encumbrances for project-related work during the project's construction. Encumbrances for a duration longer than 30 consecutive working days require a license approved by the City Council. All licenses are subject to the "License Fee for Encumbrance of City Property" policy.

On February 22, 2022, the City Council granted a license for this project for the use of 35 square feet of city property in the Vaughan Mall and 14 parking spaces in the Worth Lot from March 5, 2022 through June 3, 2022. [Owner Novocure's agent, Hampshire Development Corp., Licensee, is now requesting a license](#) to use 650 square feet of the alley that abuts the Property and connects Hanover Street to the Worth Lot to set a crane for 104 days (September 20, 2022 through January 1, 2023) and ten (10) parking spaces in the Worth Lot to create a safe work area for steel erection, façade and roof installation for 93 days (October 1, 2022 through January 1, 2023).

The License Fee for the use of 650 square feet of City property in the alley that connects Hanover Street to the Worth Lot is \$3,380 (650 sq. ft X \$0.05 = \$32.50 x 104 days). The License Fee for the ten (10) parking spaces in the Worth Lot is \$32,550 (\$35 per space x 10 = \$350 a day x 93 days). The total License Fee for both License Areas is \$35,930.

During the term of this License, the Owner will work with the Director of Public Works to create a pilot for the reconfiguration of the Worth Lot before finalizing the permanent improvements as set forth in a separate Development Agreement approved by the City Council on November 15, 2021.

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

If the Council agrees to grant the temporary construction license to encumber 650 square feet of the alley that abuts the Property and connects Hanover Street to the Worth Lot and the use of ten (10) parking spaces in the Worth Lot, an appropriate motion would be:

*Move that the City Manager be authorized to execute and accept the temporary construction license to encumber 650 square feet of the alley that abuts the Property and connects Hanover Street to the Worth Lot for a term of 104 days and for the use of ten (10) parking spaces in the Worth Lot for a term of 93 days as requested.*

3. **Approval of Employment Agreement with Fire Chief McQuillen:**

[Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed employment agreement with Fire Chief William McQuillen.](#)

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

4. **Approval of School Custodial Supervisors Union Agreement:**

[Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed employment agreement with the School Custodial Supervisors Union.](#)

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

5. **Request to Schedule a Work Session for Stormwater Utility Feasibility:**

The City of Portsmouth created a Special Revenue Fund for our stormwater program starting in FY19. The intent of this fund was to better track the costs related to meeting the ongoing operational, staffing and expenses needed to comply with the 2018 stormwater municipal separate storm sewer system (MS4) permit.

Municipalities in New Hampshire have legal authority to form stormwater utilities under RSA 149-I. Stormwater utilities can be created to address flood and erosion control, water quality management, ecological preservation, and annual pollutant loads contained in stormwater discharges.

The benefits of a Utility include:

- Creating a dedicated funding source
  - Current funding is 50% General Fund and 50% Sewer
  - Revenue generated by a stormwater utility based on user fees provides a more sustainable and equitable funding source
- Improved Watershed Stewardship
  - Through incentive programs that provide rebates or reduce user fees, a stormwater utility encourages better stormwater management, such as the use of low impact development practices



The City, together with our engineering consultants, VHB and Stantec, have been studying the feasibility of developing a stormwater utility enterprise fund, similar to the current water and sewer enterprise funds.

*I recommend that the City Council move to schedule a work session on October 17, 2022 at 6:00 p.m. to present the preliminary findings and recommendations of this study and discuss steps the City may take to implement a stormwater utility enterprise fund.*

6. **Foundry Place LLC Deed Acceptance for Property Located at 88-99 Foundry Place and 0 Deer Street:**

Attached please find a memorandum from Staff Attorney, Trevor P. McCourt, outlining a request for two deeds for property located at 88-99 Foundry Place and 0 Deer Street.

*I recommend that the City Council move to authorize the City Manager to accept and record a community space deed over 88-99 Foundry Place and a Warranty Deed for Lot 2 in substantially similar form to the deeds from Foundry Place LLC contained in the agenda packet.*

## ***XII. Consent Agenda:***

A. **Projecting Sign Request for 135 Market Street:**

Permission is being sought to install a projecting sign at 135 Market Street that extends over the public right of way, as follows:

Sign dimensions: 42” diameter

Sign area: 9.6 sq. ft.

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

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

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

### **A. Acceptance of Critical Flood Infrastructure Grant in the Amount of \$275,000 from NHDES:**

The City was awarded a \$275,000 grant from NHDES. This funding is available through the American Rescue Plan Act of 2021 (ARPA) and must be expended no later than December 31, 2026. In order to receive this funding, the City Council needs to accept and approve the funds.

This funding will be used to implement construction of improvements to a section of Peirce Island Road and an adjacent parking area. The low-lying section of Peirce Island Road drains poorly under current conditions and is at risk of wave wash-over from the north side, which has the potential to cause erosion and undermine the existing road. The proposed improvements will elevate this section of the roadway and an adjacent parking area above the existing 100-year floodplain and account for projected sea level rise. Improvements also include an overall reduction in impervious surfaces within portions of the 100-year floodplain by replacing the existing packed gravel parking area with grass pavers and vegetation, which will improve stormwater management.

*I recommend that the City Council move to accept the grant in the amount of \$275,000 as presented.*

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

### **1. Reminder to Public for CIP Deadline:**

The deadline for citizen submissions to be considered for the upcoming Fiscal Year's Capital Improvement Plan is September 30, 2022. [Please use this online form to submit requests](#) or you can [download the CIP project suggestion form as a PDF](#) and email directly to [CIP@cityofportsmouth.com](mailto:CIP@cityofportsmouth.com).

The Capital Improvement Plan (CIP) sets forth a six-year schedule and financing strategy to accomplish necessary public improvements and meet infrastructure needs. The Planning Board oversees the development of the Capital Improvement Plan, which supports the Board's responsibilities to prepare and amend the City's Master Plan. More information in the CIP can be found [on the City's website](#).

### **2. Recycling Center Card Reader Update:**

The Department of Public Works is pleased to announce the installation of a credit/debit card system at the City's Recycling Center. The Center will now be able to take credit/debit cards instead of the previous "checks only" policy for disposal of items. The card readers work like every other "over the counter" card/chip reader and accept all major credit cards. There is a \$1.50 credit card service charge on each transaction.

For a detailed list of all the items accepted at the Recycling Center, [please visit the Public Works website](#).

3. **Report Back on Outdoor Pool:**

At the August 22, 2022 City Council meeting, a report back regarding the outdoor pool was requested in response to the Conversation Commission's request made via letter dated August 11, 2022. [Please find attached that report back](#) as requested.

4. **Report Back from the Legal Department on Prescott Park Public Forum Area:**

As requested at the August 22, 2022 City Council meeting, please find attached [a report back from the Legal Department regarding the Prescott Park Public Forum Area](#).

5. **Response Regarding Unexpected Bond Proceeds:**

Attached please find [a memorandum from the City's Finance Director, Judie Belanger](#), in response to comments made at the August 22, 2022 City Council meeting.

6. **McIntyre Update:**

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

**CITY OF PORTSMOUTH  
WELFARE DEPARTMENT**

**WELFARE GUIDELINES**

Revised ~~2015~~2022

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**SECTION 1: DEFINITIONS**

AS USED IN THIS MANUAL THE FOLLOWING TERMS HAVE THE INDICATED MEANINGS:

**ADVERSE ACTION:** A Notice of Decision documenting suspension, denial, or reduction of assistance.

**AGENCY:** Any health, social service or other entity that provides services to an applicant/recipient or any such entity to which the Welfare Official may refer an applicant/recipient for additional resources and/or assistance.

**APPLICANT:** A person who expresses a desire to receive General Assistance or to have his/her eligibility reviewed and whose application has not been withdrawn. This may be expressed either in person or by an authorized representative of the applicant.

**APPLICATION (RE-APPLICATION):** Written action by which a person requests assistance on a form provided by the Welfare Official. A new application shall be required every six months, or sooner in the event of significant changes in household circumstances. The application must be filed in person or by an approved proxy.

**ARREARAGES:** Past due amounts on bills for basic needs.

**ASSETS:** All cash, real estate property, personal property, and future assets owned by the applicant. Includes, but is not limited to, cash on hand, checking accounts, bank and credit union accounts, annuities, insurance awards, tax refunds. Tools of a trade, livestock and farm equipment, and necessary and ordinary household goods shall not be considered as available assets.

**AVAILABLE LIQUID ASSETS:** Assets readily convertible to cash. See exclusions enumerated in Section 8 "Determination and Amount of Eligibility" of these Guidelines. Available liquid assets include, but are not limited to: bank accounts, credit union accounts, stocks, bonds, brokerage accounts, securities, tax refunds, tax sheltered funds (IRA 401K, 403B accounts, etc.), retirement funds, pension funds, insurance policies with a loan value. Non-essential personal property shall be considered as available liquid assets when they have been converted into cash.

**BASIC NEEDS:** The essential maintenance and support requirements of a welfare applicant, as determined by the Welfare Official in accordance with the "standard of need" described in Section 8 "Determination and Amount of Eligibility" of these Guidelines

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**CASE RECORD:** Official City of Portsmouth Welfare Department files containing forms, documents, correspondence and narrative records pertaining to the application. Case records include determination of eligibility, reasons for decisions and action by the Welfare Official, and types of assistance requested and assistance provided. The case record may be kept electronically. Hard copies of all signed documents should be kept for a period of seven years after the last date of contact.

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**CITY:** The City of Portsmouth, New Hampshire.

**CLAIMANT:** A recipient or applicant who has requested a Fair Hearing under Section 12 of these Guidelines either in person or through an authorized representative.

**CLIENT:** An individual who receives services from the welfare department. May be a single person or encompass a household.

**COMPLIANCE:** Fulfillment by a welfare recipient of all official requirements and conditions of assistance, and adhering to these Guidelines.

**DENIAL:** A determination made by the Welfare Official that an applicant does not meet the criteria for assistance.

**ELIGIBILITY:** Determination by the Welfare Official, in accordance with RSA 165 and Section 7 of these Guidelines, of an applicant's inability to meet their basic immediate needs, and therefore, the need for General Assistance.

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**FAIR HEARING:** A hearing, in accordance with the standards in Section 12 of these Guidelines, which an applicant may request to contest an adverse action.

**GENERAL ASSISTANCE:** Financial assistance provided to applicants in accordance with RSA 165 and these Guidelines.

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**HOUSEHOLD:** A household is defined as:

1. The applicant/recipient and all persons residing with him/her, including those in the relationship of father, mother, stepfather, stepmother, son, daughter, husband or wife, other adult with whom the applicant has produced a child, and/or
2. The applicant/recipient and any adult (including an unrelated person) who resides with the applicant/recipient "in loco parentis" (in the role of a substitute parent) to a minor child. A person "in loco parentis" is one who intentionally accepts the rights and duties of a natural parent with respect to a child not his/her own and who has lived with the child long enough to form a "psychological family."

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**HOUSING:**

- **Emergency Shelter:** A temporary or non-permanent and non-tenancy housing with is temporary housing from a housing provider through which an individual or family may seek emergency housing when no other housing is available.
- **Non-Permanent Non-tenancy Housing:** Applicant(s) pay for room(s) in rooming or boarding houses, hotels, motels, inns or tourist home or other dwelling which rent for recreational or vacation use or room(s) in a single-family home with no lease which is the primary and usual residence of the owner, other occupancies noted as non-tenancy under RSA 540:1, IV.
- **Permanent Tenancy Housing:** Applicant(s) rent apartment, home or room or real property for the sole purpose of residential and non-transient purposes. Applicant(s) may or may not have lease or contract.
- **Transitional Housing:** A non-permanent and non-tenancy housing which is usually provided by an assistance program which can require adherence to rules or policies to stay in their housing and programs.
- **Tenant of Tenancy:** Permanent housing where occupants shall be deemed to rent at will or have a contract or lease in which have protections of eviction as noted in RSA 540.

**INTAKE FORM:** A form to be completed by an applicant the time of each office visit, unless it is time for a new Application to be completed, reporting any changes in circumstance and specifying assistance requested.

**LANDLORD:** An applicant's property owner or the property owner's authorized agent of a valid rental property.

**LIABILITY FOR SUPPORT:** Those legally liable relatives deemed under RSA 165:19 to have financial responsibility for anyone applying for General Assistance.

**MINOR:** A person under 18 years of age.

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**NEED:** The basic maintenance and support requirements of an applicant, as determined by the Welfare Official under the standards described in Section 8 "Determination of Eligibility" of these Guidelines.

**RECIPIENT:** A person who is receiving General Assistance.

**RELIEVE AND MAINTAIN:** The sustaining of basic needs necessary to the health and welfare of an applicant's household.

**RESIDENCE:** Residence or residency shall mean an applicant/recipient's place of abode or domicile. The place of abode or domicile is that place designated by an applicant/recipient as his/her principal place of physical presence for the indefinite future to the exclusion of all others. Such residence or residency shall not be interrupted or lost by temporary absence from it if there is intent to return to such residency as the principal place of physical presence.

**RESIDENTIAL UNIT:** All persons physically residing with an applicant, including persons in the applicant's household and those not within the household.

**ROOMMATE:** A person(s) who is/are financially responsible for himself/themselves and living with a City Welfare applicant/recipient. The roommate will be assumed to be responsible for a pro-rata share of the basic household expenses, but not for the expenses associated specifically with the applicant (food, prescriptions, etc.).

~~**SHELTER:** A temporary housing location, which provides an individual or family with emergency housing.~~

**SUSPENSION:** Period of ineligibility for assistance due to noncompliance with these Guidelines.

**UTILITY:** Any service such as electric, gas, oil, water or sewer necessary to maintain the health and welfare of the household.

**VENDOR/PROVIDER:** Any landlord, utility company, store or other business which provides goods or services needed by the applicant/recipient.

**VERIFIABLE GOOD CAUSE:** Includes, but is not limited to a verified medical emergency, or other verified unforeseen emergency circumstances which precludes the recipient from fully complying with mandated requirements and/or renders an applicant/recipient unable to provide for his/her basic needs.

**VOUCHER SYSTEM:** The system whereby vouchers are issued by the Welfare Official directly to a recipient's vendors and creditors, rather than cash to the recipient.

**WELFARE OFFICIAL:** The individual, either "Welfare Administrator" or "Welfare Administrative Clerk", appointed by the City for the purpose of administering these Guidelines in accordance with NH RSA 165.

**WELFARE WORK ("WORKFARE") PROGRAM:** Labor performed by welfare recipients at municipal sites or human service agencies as reimbursement for benefits received. RSA 165:31.

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## **SECTION 2: CONFIDENTIALITY OF INFORMATION**

Information given by or about an applicant/recipient is confidential and privileged. Such information will not be released or discussed with any individual or agency without written permission of the applicant/recipient except when disclosure is required by law or is for the purposes directly connected with administration of General Assistance.

### **SECTION 3: ROLES OF THE PORTSMOUTH CITY COUNCIL AND THE WELFARE OFFICIAL**

The responsibility for the day-to-day administration of the General Assistance Program is vested in the appointed Welfare Official of the City of Portsmouth. The Welfare Official shall administer the General Assistance program in accordance with these written Welfare Guidelines. The Portsmouth City Council is responsible for the adoption and amendment of the Welfare Guidelines.

### **SECTION 4: MAINTENANCE OF RECORDS**

**A: Legal Requirement:** The Welfare Official is required by law to keep complete records concerning the number of persons given assistance and the cost for such support. Separate case records, [paper and/or electronic](#) shall be established for each individual or family applying for General Assistance. The purposes for keeping such records are:

1. To provide a valid basis of accounting for expenditure of the City's funds.
2. To support decisions concerning the applicant/recipient's eligibility (especially important if the Welfare Official should be required to prove in court that assistance was granted equitably).
3. To assure availability of information if the applicant/recipient seeks administrative or judicial review of the decision.
4. To provide the Welfare Official with accurate statistical information.
5. To provide a complete history of an applicant/recipient's needs and assistance that might aid the Welfare Official in referring the applicant to appropriate agencies for services (subject to confidentiality Guidelines).
6. To aid in the determination of residence and to allow a smooth transition of information if the applicant/recipient is transferred to another legally liable unit.

**B. Case Records:** The Welfare Official shall maintain case records containing, at a minimum, the following information:

1. The complete application for assistance, including ~~an authorization~~ [any authorizations](#) signed by the applicant allowing the Welfare Official to release, obtain or verify all pertinent information in the course of assisting the recipient, [to include a signed Authorization to Release Information from the NH Division of Health and Human Services.](#)
2. The results of the investigation and verification of information.

3. Copies of all documents presented by the applicant/recipient to verify assets, income, work search, and applications to other sources of assistance as required by the Welfare Official.
4. Written grounds for approval or denial of an application, contained in a Notice of Decision.
5. A narrative history recording need for assistance, the results of investigations of applicant's circumstances, referrals, changes in status, grounds for release of information.
6. ~~A tally sheet~~ A client account summary which has complete data concerning the type, amount and dates of assistance given.
7. Completed Welfare Work Program documentation, if a recipient must participate (Section 10).

## **SECTION 5: APPLICATION PROCESS**

### **A. Right to Apply**

1. Anyone may apply for General Assistance by appearing in person or through an authorized representative approved by the welfare official and by completing a written or electronic application form. ~~All applications must be made by an in-person interview with the Welfare Official.~~ Applications and necessary forms may be obtained ~~at~~ from the City Offices at any time during normal business hours. ~~Applicants are seen by appointment except in the case of a documented bona fide emergency. The Welfare Official should determine the process by which could result in harm to the applicant. eligibility determinations shall be made; either by in-person appointments, via telephone or video, or home visits.~~ If more than one adult resides in a household, each may be required to appear at the Welfare Department office to apply for assistance, unless one is working or otherwise reasonably unavailable. ~~Each adult in the household should sign a "Release of Information Form". Unrelated adults in the applicant's residential until may be required to apply separately if they do not meet the definition of household as defined in these guidelines. Each adult in the household may be requested to sign release of information forms.~~
2. The Welfare Official shall not be required to accept an application for General Assistance from a person who is subject to a suspension pursuant to RSA 165 and Section 11 of these Guidelines; provided that any person who contests a determination of continuing noncompliance with the Guidelines may request a Fair Hearing; and provided further that a recipient who has been suspended for at least six (6) months due to noncompliance may file a new application.
3. An application is considered withdrawn if the applicant withdraws the application prior to the intake interview.

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4. If an applicant/client refuses to sign the Notice of Decision, the applicant/client is still responsible to observe and /or fulfill the requirements(s) listed in the Notice of Decision.

#### **B. Welfare Official's Responsibilities at Time of Application**

The Welfare Department shall be open during normal City Hall business hours. The Welfare Official shall establish protocols with appropriate City staff ~~in order to screen and to~~ respond to emergency requests ~~at any time during normal outside of regular~~ business hours ~~in the event the Welfare Official is unavailable.~~

The Welfare Official shall inform the applicant of those pertinent sections of these Guidelines enumerated below, when appropriate.

1. The requirement that a completed application contains all necessary information including the applicant's signatures agreeing to reimbursement, allowing the Welfare Official to contact all necessary sources for investigation and verification, and verifying that the applicant has been given, read (or had read to him/her) and understood all information. An incomplete application may be grounds for denial of assistance.
2. A description of eligibility requirements, including a general description of the Guidelines and the eligibility standard, as necessary.
3. A referral of an applicant requiring emergency assistance to agencies or resources which have agreed to provide available emergency, temporary assistance which will meet the needs of the applicant until an appointment can be arranged.
4. The requirement to provide the applicant with a scheduled appointment.
5. The responsibility of the Welfare Official to verify all documentation required by the Welfare Official and provided by the applicant, including, but not limited to: identification for all household members, receipts for expenditures, documentation of employment, documentation of application for other programs which would reduce or eliminate the need for General Assistance, documentation of income, loss of employment and any other similar claims affecting eligibility.
6. The possible need to relocate to more affordable housing based on the applicant's present and projected verifiable income. Effort will be made to maintain an applicant/recipient in his/her own housing if the monthly cost falls within the normal housing costs (rent plus utilities) in Portsmouth, unless it is clear that to do so would probably require an unreasonable period of continuing subsidy from the Welfare Department. In determining whether or not continuing subsidy is warranted the department shall consider, among other relevant factors:
  - a. efforts by the applicant/recipient to increase household income or obtain less expensive housing

- b. the applicant/recipient's prospects of obtaining other forms of rental assistance
  - c. special consideration will be given to helping an applicant/recipient residing in federally subsidized housing or other substantially below market rate housing to retain such housing.
7. The amount of assistance provided will be negotiated with vendors whenever possible. In any case where an applicant for rental assistance has resided in his/her current housing for less than thirty (30) days, the Welfare Official will require the landlord to provide copies of the applicant's rental screening documentation. The results of this inquiry will be relevant to any rental negotiation process between the City and the landlord. The Department will always attempt to provide what is necessary for the least cost possible. If negotiation is not possible, the least expensive appropriate alternative will be sought.
  8. The Department will not pay charges which do not directly represent an actual service, for example, late charges, security deposits, key charges, damages, eviction fees, etc.
  9. The Welfare Official may make home visits to verify information when necessary or to interview an applicant who is shut-in, unable to appear in the Department office, and has no agent to act for him/her.
  10. Families or individuals currently without housing and/or income may be referred to a shelter.
  11. Verification will be conducted in order to further substantiate facts and statements as presented by the applicant/recipient, and that this investigation will be ongoing while the case is open.
  12. The applicant/recipient's right to request a Fair Hearing and the process by which to do so.
  13. The statutory requirement of placing liens. See Section 13 "Liens" of these Guidelines.
  14. The requirement to pursue reimbursement of all assistance in accordance with RSA 165.
  15. The applicant/recipient's right to review the Guidelines and the responsibilities as set forth in the Guidelines.
  16. To provide the client with a copy of the "Responsibilities of Applicant/Recipient" document which he/she signed as set forth in the "Right to Apply" section of these Guidelines.

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[17. The fact that the Child Protection Act requires the Welfare Official or any person who suspects that a child under age 18 has been abused or neglected must report that suspicion immediately to NH DHHS Division of Children, Youth and Families per RSA 169-C:29-31.](#)

[18. The fact that the Adult Protection Law requires the Welfare Official or any person who has a reason to believe that a vulnerable adult has been subjected to abuse, neglect, exploitation or self-neglect to make a report immediately to the NH DHHS Bureau of Elderly & Adult Services per RSA 161-F:46.](#)

### **C. Responsibilities of Each Applicant and Recipient**

At the time of the initial application, and as long as an applicant is receiving assistance or the case is open, the applicant/recipient shall comply with each of the following responsibilities:

1. To submit an Application For Assistance, with all releases of information signed, or an Intake Form if a recent Application for Assistance is on file, including any supporting documentation, that is complete, accurate and truthful in all respects and to comply with all requirements set forth in each Notice of Decision, for example, applicant/recipient must provide proof of all household income and dated receipts for all household expenses;
2. To provide accurate and complete information without misrepresentation or omission concerning needs and resources. To provide records and other required information and access to such records and information, when requested;
3. To cooperate fully and completely in answering all questions asked by the Welfare Official, including providing information regarding all legally liable relatives (RSA 165:19). Refusing to answer all questions asked by the Welfare Official relevant to the applicant's receipt of assistance may result in a denial of the requested assistance.
4. To report to the Welfare Official, within three (3) working days, any and all changes in circumstances, particularly the receipt of any financial resources from any source;
5. To apply for and accept any benefit or resource (public or private) that reduces or eliminates the need for local General Assistance upon application and within seven (7) days after the date of the interview;
6. To cooperate fully and completely with the Welfare Official in verifying all information that has been provided and is necessary to determine eligibility; and to notify the Welfare Official, within three (3) working days, of any changes which differ from the information provided on the Application For Assistance or on the Intake Form;

7. To keep all appointments as scheduled unless a verifiable emergency prevents keeping the scheduled appointment. In such an event, promptly providing verifiable documentation of the emergency;
8. To provide the City's medical information form completed by a medical doctor or physician's assistant as to the level of work that can be performed by the client if claiming an inability to work due to medical problems;
9. To immediately report the theft and/or loss of any money, voucher or other valuable property to the appropriate entity and/or law enforcement authority and to the Welfare Official with proof of the report to law enforcement;
10. To provide verifiable documentation of a diligent search for employment (the number of work search contacts to be determined by the Welfare Official). To accept employment when offered, except for documented reasons of good cause, and to maintain such employment once assistance has been granted;
11. To cooperate fully and completely with the Welfare Official in efforts to obtain reimbursement to the City for assistance provided by any means authorized by law, and to notify the Welfare Official of any pending civil judgment(s), ~~law—suit~~lawsuit(s), inheritance(s), financial settlement(s), insurance claim(s), tax refund(s), and any other financial award(s);
12. To make reimbursement of any assistance granted when and if returned to income status and if such reimbursement can be made without financial hardship;
13. To participate fully in the Welfare Work Program, if physically and mentally able;
- ~~14. To cooperate fully and completely with the welfare official to obtain reimbursement to the City of Portsmouth for assistance provided by any means authorized by law, and to notify the welfare official of any pending civil judgments(s), lawsuit(s), inheritance(s), financial settlements(s), insurance claim(s) and any other financial awards(s);~~
- ~~15. To make reimbursement of any assistance granted when and if returned to income status and if such reimbursement can be made without financial hardship.~~

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An applicant shall be denied assistance if he/she fails to fulfill any of these responsibilities without reasonable justification. A recipient's assistance may be terminated or suspended for failure to fulfill any of these responsibilities without reasonable justification. Also, disqualification for General Assistance may occur.

Interviews and/or appointments may be deferred if the applicant/client appears to be under the influence of alcohol, drugs or other substances, or otherwise appears incapable of comprehending/completing the application/interview process.

Any person may be denied or terminated from General Assistance, in accordance with these Guidelines, or may be prosecuted for a criminal offense, if he/she, by means of intentionally false statements or intentional misrepresentation, or by impersonation or other willfully fraudulent act or device, obtains or attempts to obtain any assistance to which he/she is not entitled.

#### **D. Actions on Applications**

1. Decision. Unless an application is withdrawn, the Welfare Official shall make a decision concerning the applicant's eligibility immediately in the case of an emergency, or within five (5) working days after completion of the written application. A written Notice of Decision shall be ~~given in hand, delivered or mailed~~ provided on the same day or next working day following the making of the decision. The Notice of Decision shall state that assistance of a specific kind and amount has been given and the time period of aid, or that the application has been denied, in whole or in part, with reasons for denial. The Notice of Decision shall contain a first notice of conditions and shall notify the applicant of his/her right to a Fair Hearing if dissatisfied with the Welfare Official's decision.
2. Emergency Assistance. If, at the time of initial contact, the applicant demonstrates and verifies that an ~~immediate~~ emergency need exists because of which the applicant may suffer a loss of a basic necessity of living or imminent threat to life or health (such as loss of shelter, utilities, heat, hot water, or lack of food or prescriptions), then temporary ~~aid~~ assistance to ~~satisfy~~ mitigate such an emergency need shall be ~~given immediately~~ provided to prevent the imminent threat to life or health or, loss of basic necessity pending a decision on the application. Such emergency assistance shall not obligate the Welfare Official to provide further assistance after the application process is completed.
3. Temporary Assistance. In circumstances where required records are not available, the Welfare Official may give temporary approval to an applicant pending receipt of required documents. Temporary status shall not extend beyond one week.
4. Withdrawn Applications. An application shall be considered withdrawn if:
  - a. The applicant has refused to complete an application or has refused to make a good-faith effort to provide required verifications and sufficient information for the completion of an application. If an application is deemed withdrawn for these reasons, the Welfare Official shall so notify the applicant in a written Notice of Decision.
  - b. The applicant dies before assistance is rendered.
  - c. The applicant avails themselves of other resources in place of assistance.
  - d. The applicant requests that the application be withdrawn (preferably in writing).
  - e. The applicant terminates an interview by leaving the office refusing a written notice.

- f. The applicant does not contact the Welfare Official after the initial interview after being requested to do so.

## SECTION 6. VERIFICATION OF INFORMATION

The Welfare Official will verify all information.

1. Any determination or investigation of need or eligibility shall be conducted in a manner that will not violate privacy or personal dignity of the individual or violate his or her individual rights. Verification may be made through records provided by the applicant (for example, birth and marriage certificates, pay stubs, paychecks, rent receipts, bank books, etc.) as primary sources. The failure of the applicant to bring such records does not affect the Welfare Official's responsibility to process the application promptly. The Welfare Official shall inform the applicant in writing what records are necessary and that the applicant is required to produce records within seven (7) days. If such records are not available, the Welfare Officer should ask the applicant to suggest alternative means of verification.
2. Verification may also be made through other sources, such as relatives, employers, banks, school personnel, and social or government agencies.
3. When information is sought from such other sources, the Welfare Official shall explain to the applicant or recipient what information is desired, how it will be used, and the necessity of obtaining it in order to establish eligibility. Before contact is made with any other source, the Welfare Official shall obtain written consent of the applicant or recipient, unless the Welfare Official has reasonable grounds to suspect fraud. In the case of suspected fraud, the Welfare Official shall carefully record his/her reasons and actions, and before any accusation or confrontation is made, the applicant may be given an opportunity to explain or clarify the suspicious circumstances.
4. The Welfare Official may seek statements from the applicant's ~~former employers and from~~ legally liable relatives regarding their ability to help support the applicant.
5. Verification will normally be required of, but not limited to, the following:
  - a. Applicant/recipient's address.
  - b. Names of persons in applicant's household residential unit or family unit.
  - c. Picture identification(s), birth certificate(s), and social security card(s). Immigration and Naturalization Service documentation for applicant(s) and household members, when applicable.
  - d. Marriage certificate(s), divorce decree(s), child support order(s), custody papers, proof of guardianship, and physical custody of children.
  - e. Applicant/recipient's and household/family unit's income and assets.
  - f. Applicant/recipient's and household/family unit's financial obligations.
  - g. The physical and mental condition of household/family unit members, only when relevant to their receipt of assistance, such as ability to work, determination of needs or referrals to other forms of assistance.
  - h. Any special circumstances claimed by applicant.
  - i. Applicant/recipient's employment status and availability for employment.

- j. Names, addresses, employment and financial status of legally liable relatives.
- ~~k.~~ k. Utility costs.
- ~~l.~~ l. Housing costs.
- ~~m.~~ m. Facts relevant to the applicant/recipient's residence.
- ~~n.~~ n. Proof of application and/or benefits received from other sources.
- ~~o.~~ o. Any other additional information deemed necessary to be verified by the Welfare Official.
- p. Proof of any other costs that the applicant deems necessary.

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- 6. Should the applicant/recipient refuse to provide requested information and/or indicate an unwillingness to have the Welfare Official seek further information that is necessary, assistance will be denied for lack of compliance with these Guidelines.

**SECTION 7: DISBURSEMENTS**

The City ~~pays~~ provides assistance in the forms of vouchers, checks, or by credit card directly to vendors or creditors up to the dollar amount designated on the voucher, or for the actual amount listed on an itemized bill or cash register tape if less than the voucher amount. Tobacco products, alcoholic beverages, pet food, magazines, plants, cards, and children's toys shall not be purchased with the food or maintenance vouchers. It is the responsibility of the applicant to safeguard from theft, loss or misuse of any voucher he/she receives. No duplicate voucher will be issued if the original is lost, stolen, misplaced, or misused.

**SECTION 8: DETERMINATION AND AMOUNT OF ELIGIBILITY**

**A. Legal Standard and Interpretation**

"Whenever a person in any City is poor and unable to support himself (sic), he (sic) shall be relieved and maintained by the Overseers of Public Welfare of such City, whether or not he (sic) has residence there." RSA 165:1.

- 1. ~~A person~~ An applicant cannot be denied assistance solely because he/she is not a resident.
- 2. "Whenever" means at any or whatever times that person is poor and unable to support himself/herself.
  - a. An Application for Assistance may be filed at any time during the City's normal business hours. The Welfare Official will keep appointments and act on Applications in accordance with Section 5.B. of these Guidelines.
  - b. The eligibility of an applicant for General Assistance shall be determined at the time of application if an emergency, or within five (5) ~~working~~ business days.
  - c. Assistance shall begin as soon as the person is determined eligible.

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3. "Poor and unable to support" means that an individual lacks income and available liquid assets to adequately provide for the basic maintenance needs for himself/herself or family as determined by the Guidelines.
4. "Relieved" means a person shall be assisted, as the Welfare Official shall determine, to meet those basic needs.
5. "Maintained" means to be continued on assistance as long as eligible.

**B. Eligibility Formula.** An applicant is eligible to receive assistance when:

1. He/she meets the non-financial eligibility factors, and
2. When the applicant's basic maintenance need exceeds his/her available income plus available liquid assets. If available income and available liquid assets exceed the basic maintenance need ~~(as determined by the Guideline amounts);~~ the applicant is not eligible for General Assistance. If the need exceeds the available income/assets, the amount of assistance shall be the difference between the two amounts, in the absence of circumstances justifying an exception.

**C. Non-Financial Eligibility Factors**

1. Age. Age is not a factor in determining whether or not a person may receive General Assistance. However, age may make certain persons eligible for other kinds of State or Federal assistance. Minor children are assumed to be the responsibility of their parent(s) or legal guardian(s), unless circumstances warrant otherwise.
- ~~2. Minors. Minor applicants shall be referred to Protective Services of the Division of Children, Youth, and Families for case management. Minors have the residence of their custodial parent.~~
- ~~3-2.~~ Residence. Residence and residency shall mean a person's place of abode or domicile. The place of abode or domicile is that designated by a person as his/her principle place of physical presence for the indefinite future to the exclusion of all others. Such residence or residency shall not be interrupted or lost by a temporary absence from it, if there is intent to return to such residence or residency as the principal place of physical presence.
- ~~4-3.~~ Support Actions. No applicant or recipient shall be compelled, as a condition of eligibility or continued receipt of assistance, to take any legal action against any other person. The City may pursue recovery against legally liable persons or governmental units.
- ~~5-4.~~ Eligibility for Other Categorical Assistance. Applicants or recipients, who are eligible for any other form of public assistance, must apply for such assistance

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immediately, but no later than seven (7) days after being advised to do so by the Welfare Official. Failure to do so may render the applicant or recipient ineligible for assistance.

6-5. Employment. A person who is gainfully employed, but whose income and assets are not sufficient to meet necessary family expenses, may be eligible to receive General Assistance. However, recipients who without good cause refuse a job offer or referral to suitable employment, participation in the Welfare Work Program or who voluntarily leave a job, may be ineligible for continuing General Assistance in accordance with the procedures for suspension outlined in these Guidelines. The Welfare Official shall first determine whether there is good cause for such refusal, taking into account the documented ability and physical and mental capacity of the person, transportation problems, working conditions that might involve risks to health or safety, lack of adequate child care, lack of worker's compensation protection, or any other factors that might make refusing a job reasonable. These employment requirements shall extend to all adult members of the household.

7-6. Unemployed Recipients: All unemployed recipients and adult members of their households shall, within seven (7) days after having been granted assistance, provide proof that they are utilizing the New Hampshire Employment Security resources (office and/or on-line) to find work, and must conduct a reasonable verified job search as determined by the Welfare Official. Each recipient must apply for employment to each employer to whom he/she is referred to by the Welfare Official. A work search exclusively conducted electronically (on-line) may be accepted as meeting these requirements.

These work search requirements apply unless the recipient or other adult member of the household is:

- a. Gainfully employed full-time
- b. A dependent 18 years of age or under who is regularly attending school
- c. Unable to work due to the necessity to care for a disabled family/ household member verified by a licensed medical provider's note.
- d. In a multi-adult family/household only one (1) adult will be exempt from the work search due to caregiver responsibilities.
- e. Is solely responsible for the care of a child under the age of one. A recipient responsible for the care of a child aged one to twelve shall not be excused from work search requirements, but shall be deemed to have good cause to refuse a job requiring work during the hours the child is not usually in school, if there is no responsible person to provide care, and it is verified by the Welfare Official that no other care is available.

The Welfare Official shall give all necessary and reasonable assistance to ensure compliance with work placement requirements, including the granting of allowances for transportation and work clothes. Failure of a recipient to comply with these requirements without good cause will be reason for denial or sanction of assistance.

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8-7. Voluntary Quit Law. Applicants subject to the New Hampshire Voluntary Quit Law shall become ineligible for assistance for 90 days from the time of a voluntary quit as provided by law. Applicants must have:

- a. Received General Assistance from the City within the past 365 days;
- b. Received prior written notice that a voluntary quit could lead to disqualification;
- c. No documented mental or physical impairment that causes him/her to be unable to work
- d. Been employed at a job working at least twenty (20) hours per week;
- e. Quit said employment without good cause, as defined in the statute, within 60 days of application for assistance
- f. No minor children in the household supported by the applicant

9-8. Students: [Post-secondary education students](#) must be employed full time in order to be eligible for General Assistance.

10-9. Property Transfers. No person who is otherwise eligible shall receive such assistance if he/she has made an assignment, transfer, or conveyance of property for the purpose of rendering himself/herself eligible for assistance within three (3) years immediately preceding his/her application.

11-10. Employment of Household Members. The employment requirements of these Guidelines, or participation in the Welfare [WorkWorkfare](#) Program, shall be required of all adults aged 18 to 65 years residing in the same household, except those regularly attending high school or employed on a full-time basis, who are related to the recipient, legally liable to contribute to the support of the recipient, and not prevented from maintaining employment and contributing to the support of the person by reason of physical or mental disability or other substantial or justifiable cause. The Welfare Official may waive this requirement where failure of the other household members to comply is not the fault of the applicant and the Welfare Official decides it would be unreasonable for the applicant to establish a separate household

11. [Non-Citizens: the welfare officer may, at their sole discretion, provide limited assistance to non-citizens not otherwise eligible for general assistance.](#)

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#### **D. Available Assets**

1. Available Liquid Assets. See definition, Assets.
2. Automobile Ownership. The ownership of one automobile by an applicant or his dependent does not affect eligibility. Auto payments may be considered justifiable expenses when determining eligibility if the applicant can document that no alternative exists for transportation to verified employment and/or to essential medical services. Disabled adults will generally be considered able

to access their medical providers by means of public transportation or agency bus service, eliminating the need for a personal vehicle.

3. Insurance. The ownership of life insurance policies does not affect eligibility. However, when such a policy has cash or loan value, the applicant will be required to obtain and/or borrow all available funds, which shall then be considered available assets. However, the cost of the policy will not be considered as a part of the "need."
4. Real Estate. The type and amount of real estate owned by an applicant does not affect eligibility, although rent or other such income from property should be considered as available to meet need. Applicants owning real estate property, other than that occupied as a home, shall be expected to make reasonable efforts to dispose of it at fair market value. Applicants shall be informed that a lien covering the amount of any General Assistance they receive shall be placed against any real estate they own. The Welfare Official shall not make mortgage payments when the applicant has a co-signer on the note.

**E. Standard of Need**

The basic financial requirement for General Assistance is that a person be poor and unable to support himself/herself. A person shall be considered poor when he/she has insufficient available income or assets to purchase either for himself/herself or dependents any of the following services. The payment level for any particular allowable expense shall be based on local market conditions and costs. The payment levels shall be reviewed by the Welfare Official, and if warranted, will be updated to reflect changes in the market.

1. Rental / Housing
  - a. Rental assistance is determined by the client's ability to afford housing based on present and projected verifiable income. The City will not assist applicants to move into housing which they cannot document that they will be able to afford once they are housed.
  - b. Arrearages and security deposits are not normally included. The Welfare Official may assist in the least costly manner, or may provide alternate means to accommodate the health and safety of the household unit. The Welfare Official is not responsible for finding housing for applicants, but may reasonably participate in this search in order to assure the least costly alternative.
  - c. Whenever a relative of an applicant/recipient is also the landlord for the client, that landlord will be presumed able to assist his/her relatives, and must prove an inability to assist before any aid payment for shelter is made.
  - d. Mortgage payment may be considered. A property lien shall be placed by the City if assistance is provided.
  - e. Condominium fees may be considered if failure to pay these will put the applicant at risk of homelessness.
  - f. In cases in which the City has made an appropriate referral for verified available space in emergency temporary shelter (homeless or domestic

- violence) and the applicant/recipient refuses to accept such a referral and enter the shelter on the day indicated, the City will not be liable for alternative housing, but may consider other forms of assistance to which the applicant/recipient is otherwise eligible. If the applicant does not abide by the rules of the emergency housing/shelter, the Welfare Official may suspend the applicant by refusing to pay for alternative emergency shelter.
- g. Assistance to applicants whose conduct caused them to be barred from their most recent previous temporary shelter, and who failed in any and all appeal processes available to them, will be limited to transportation to the closest available shelter. The applicant's housing costs shall not borne by the City.
  - h. Whenever an applicant requests rental assistance and the Welfare Official has concerns regarding the health and safety of the applicant's housing, the Welfare Director may request the applicant's premises be inspected by officials from the City's Inspection and/or Fire Departments prior to any rent(s) being paid. Such inspections will be conducted by appointment only, with full knowledge of the applicant and at a time of the applicant's choosing.
  - i. Security deposits may be included in the 'need' formula if the applicant is unable to secure alternative housing or shelter for which no security deposit is required or is unable to secure funds from alternative sources for payment of the deposit. Any security deposit provided by the general assistance program which is returned shall be returned to the municipality, not the recipient.
2. Utilities. When utility costs are not included in the shelter expense, the most recent outstanding monthly utility bill will be included as part of "need" by the Welfare Official. Utilities must be in the applicant/recipient's name in order to render assistance. A disconnect notice must be in effect. Arrearages will not normally be included in "need" except as set forth below:
- a. Arrearages. Arrearages will not be included except when necessary to ensure the health and safety of the applicant household or to prevent termination of utility service where no other resources of referrals can be utilized.
  - b. Electric Arrearages. In accordance with the rules of the New Hampshire Public Utilities Commission relating to electric utilities, arrearages for electric service need not be paid if the Welfare Official notifies the electric company that the City guarantees payment of current electrician average of the last twelve months bills as long as the recipient remains eligible for General Assistance.
  - c. Restoration of Service. When utility service has been terminated and the Welfare Official has determined that alternative utility service is not available and alternative shelter is not feasible, arrearages will be included in "need" when restoration of service is necessary to ensure the health and safety of the applicant household. The Welfare Official may negotiate with the utility for payment of less than the full amount of the arrears and/or may attempt to arrange a repayment plan to obtain restoration of service.

- d. Restoration of Electric Service. When electric service has been terminated and restoration is required, arrearages may either be included as set forth in Paragraph c) above, or may be paid in accordance with a reasonable payment plan entered into by the applicant and the electric company.
  - e. Deposits. Utility security deposits will be considered as "need" if and only if the applicant is unable to secure utility service without a deposit. Such deposits shall, however, be the property of the City.
3. Food. The amount included as "need" for food purchases will be in accordance with the most recent standard ~~food stamps~~ [Supplemental Nutrition Assistance Program \(SNAP\) \(formerly known as food stamps\)](#) allotment for household size, as determined under the food stamp program administered by the New Hampshire Department of Health and Human Services. The applicant's food allowance will equal the maximum Food Stamp allotment available for household size, less the dollar amount of food stamps actually received in the month prior to application for General Assistance benefits. An amount in excess of the food stamp allotment may be granted as an allowance if a physician has stated in writing that one or more members of the household needs a special diet, the documented cost of which is greater than can be purchased with the family's allotment of food stamps. [Food vouchers may not be used for alcohol, tobacco or pet food.](#)
  4. Household Maintenance Allowance. Intended to provide personal hygiene and household cleaning supplies, the maintenance allowance, also known as "personal goods", will be 20% of the maximum food stamp allotment for household size.
  5. Telephone. If the absence of a telephone would create an unreasonable risk to the recipient's health or safety (verifiable in writing by a physician), or, for other good cause as determined by the Welfare Official, the lowest available basic monthly rate will be allowed. The Welfare Department will not provide telephone equipment.
  6. Transportation. If the Welfare Official determines that transportation is necessary (e.g. for health or medical reasons, to maintain employment, or to comply with conditions of assistance), "need" should include the cost of public transportation. The possession of one motor vehicle by an applicant/recipient or his/her dependent(s) does not affect eligibility if it is essential for: medical or rehabilitation services, transportation to and from employment, or if it is essential for use necessary to the maintenance of the individual or family. Essential means that there is no other transportation available. The costs and maintenance of a necessary vehicle must be appropriate to the applicant/recipient's current and projected income.

7. Maintenance of Insurance. Life Insurance premium payments shall not be included as "need" in determining eligibility or amount of aid. Payment of premiums for health insurance policies and COBRA health insurance extensions may be determined a valid expense if it is documented that the policies reduce the applicant/recipient's need for medical assistance from the City.
8. Medical Expenses. The Welfare Official shall not include nor provide payment for medical, dental or eye services unless the recipient or applicant can verify that all other potential sources have been investigated and that there is no source of assistance other than local General Assistance. Other sources to be considered shall include state and federal programs; local and area clinics, area service organizations and area hospital programs designed for such needs. An applicant seeking medical service, prescriptions, dental service or eye service must provide written documentation from a doctor, dentist or person licensed to practice optometry in the area indicating that these services are absolutely necessary and cannot be postponed without creating a significant risk that the applicant or recipient's well-being will be placed in serious jeopardy. The Welfare Official may accept verbal verification from the provider, but shall seek written confirmation. Whenever possible, the applicant will seek service from a Medicaid provider physician. If advance payment is required for such medical services, the Welfare Official may approve payment of the fee up to the reimbursable amount set for the procedure by the New Hampshire Medicaid Program. The City of Portsmouth Welfare Department does not provide payment for hospitalization or any other medical services incurred without written prior authorization from the welfare official. Nor will the cost of medical services incurred be considered part of the "need." Whenever possible, generic medications should be used unless specified differently by the physician. Dental assistance is limited to emergency extraction of teeth.
9. Legal Expenses. Except for those specifically required by statute, no legal expenses will be included.
10. Home Ownership Expenses. Where the applicant owns a home and is otherwise eligible for assistance, payment for essential repairs to retain heat, electric, water, and/or sanitary facilities may be made as deemed necessary by the Welfare Official to prevent foreclosure, preserve the home, and promote the health and safety of the applicant.
11. Shared Expenses. If the applicant/recipient household shares shelter, or other expenses with a non-applicant/recipient (i.e., is a part of a residential unit), then need should be determined on a pro-rata share, based on the total number of persons in the residential unit (i.e., three persons in residential unit, but only one applies for assistance: Shelter need is one-third of shelter allowance for a household of three persons; if the individual's name appears on the lease).

12. Miscellaneous. The “Standard of Need” shall not include costs to prevent repossession of any kind, “rent-to-own” furniture or appliance payments, moving expenses, storage charges, or other costs and fees unrelated to the applicant’s health and safety.

**F. Income**

In determining eligibility and the amount of assistance, the applicant’s standard of need shall be compared to the available income/assets. Computation of income and expenses will be by the week or month. The following items will be included in the computation:

1. Earned Income. Income in cash or in-kind earned by the applicant or any member of his/her family or household through wages, salary, commission, or profit, whether self-employed or as an employee, is to be considered as income. Rent income and profits from produce sold are this category. With respect to self-employment, subtracting business expenses from gross income in accordance with standard accounting principles arrives at total profit. When income consists of wages, the amount computed should be that net amount available after deductions for income taxes; social security and other payroll deductions required by state, federal, or local law; court-ordered support payments; garnished wages; child care costs and work-related clothing costs.
2. Income or Support from other Persons. Contributions or gifts from relatives or other household members shall be considered as income only if actually received by or to the benefit of the applicant.
3. Income from Other Assistance or Social Insurance Programs. State categorical assistance benefits, OAA payments, Social Security payments, VA benefits, unemployment insurance benefits, and payments from other government sources shall be considered as income.
4. Benefits From Other Sources: Certain benefits received by the applicant will not be counted as income, but the receipt of these benefits will reduce the amount of need by the dollar value of the benefit:
  - a. Food Stamps cannot be counted as income pursuant to federal law 7 USC 2017 (b).
  - b. Fuel Assistance cannot be counted as income pursuant to federal law. 42 USC 8624 (f) (1).
  - ~~c. Earned Income Credits are not counted as income when determining eligibility.~~
5. Court-Ordered Support Payments. Alimony and Child Support shall be considered income only if actually received by the applicant or recipient.

6. Income from Other Sources. ~~Payment~~Tax refunds, payment from pension and trust funds, tax returns and the like shall be considered income. Any income actually available to the applicant from members of their household shall be considered as income. Persons in the relationship of father, mother, stepfather, stepmother, son, daughter, husband or wife, are legally liable to support the applicant, and therefore may be required to apply jointly with him/her if they are in the same household.
  7. In Loco Parentis. Any adult (even an unrelated person or roommate) who resides in the same household "in loco parentis" (in the role of substitute parent) to a minor child is liable for contributing to that child's support, and thus be required to apply jointly with that household.
  8. Shared Facilities. For the purposes of determining eligibility under these Guidelines, the income of a member of the household may be considered available to the applicant if he/she lives together with the applicant in a single housekeeping unit and shares the facilities.
  9. Earnings of a Child. No inquiry shall be made into the earnings of a child 17 years of age or less unless that child makes a regular and substantial contribution to the family.
  10. Deemed Income. The Welfare Official may deem as income all or any portion of any "qualified state assistance reduction" (QSAR). When an applicant receiving benefits through the Division of Human Services is sanctioned by a reduction in benefits for non-compliance, the amount of income considered available would be the amount the applicant was receiving prior to the sanction. The City will waive any or all of a QSAR if necessary to prevent an immediate threat to children in the household.
- G. Residents of Shelters for Battered Women and Children.**  
An applicant residing in a shelter for battered women and children who had income and other resources jointly with abusive members of the applicant's household shall be required to cooperate with the normal procedure for the purposes of verification, but may have these resources and income excluded from eligibility determinations unless ~~an agreement exists with a member of the abusive household to give~~ the sheltered household ~~safe~~can safely access ~~to~~ joint resources at the time of application. The verification process may be completed through an authorized representative of the shelter of residence. The normal procedure taken in accordance with these Guidelines to recover assistance granted shall not delay assistance.
- H. Burials**  
Payment for burial of City indigents is limited to \$750.00 and is paid only if relatives, other persons, Department of Health and Human Services, Social Security or other sources will not cover the entire expense. Prior authorization must be given by the welfare official. City assistance will not be considered if the decedent's family has

already contracted for services. City assistance will not be utilized as a portion of payment for a costlier service.

## **SECTION 9. NON-RESIDENTS**

- A. Eligibility.** No persons shall be refused assistance solely on the basis of residence.
- B. Standards.** The application procedure, eligibility standards and standard of need shall be the same for non-residents as for residents.
- C. Verifications.** Verification records shall not be considered unavailable, nor the applicant's responsibility for providing such records relaxed, solely because they are located in the applicant's community of residence.
- D. Temporary or Emergency Aid.** The standards for the fulfilling of immediate or emergency needs of non-residents and for temporary assistance pending final decision shall be the same as for residents.
- E. Determination of Residence.** No determination of residence shall be made unless the applicant requests return home transportation (see Paragraph F below) or unless the Welfare Official has some reason to believe the person of another New Hampshire municipality from which recovery can be made.
- F.**
1. **Minors.** The residence of a minor shall be presumed to be the residence of his/her custodial parent/guardian.
  2. **Adults.** For competent adults, the standard for determining residence shall be the overall intent of the applicant, as set forth in the definition of "residence." The statement of a person over 18 as to his/her residence or intent to establish residence shall be accepted in absence of strongly inconsistent evidence of behavior. The following criteria shall aid the Welfare Official in determining the applicant's residence:
    - a. Does the person have or immediately intend to establish a dwelling place within the municipality?
    - b. Does the person have property, an established dwelling place or employment in any other municipality, to which he/she intends to return?
    - c. Does the person have a present intent to leave the municipality at some specific future time?
    - d. Has the person evidenced his/her domiciliary intent in some manner, such as registering a vehicle, paying residence tax, registering to vote, opening local bank accounts, etc., or does he/she intend to do so in the immediate future?

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**G.F. Return Home Transportation.** At the request of a non-resident applicant, temporary or otherwise, to which he/she would be otherwise entitled under the standards set forth in these Guidelines, may be used by the Welfare Official to cause the person to be returned to his/her community of residence. The cost of public transportation will be allowed unless alternative arrangements (taxi, care giver, etc.) are made by the welfare official that minimize the cost to the City.

**H.G. Recovery.** Any aid given to a non-resident, including the costs of return home transportation, may be recovered from his/her community of residence. If another municipality moves an applicant/recipient into the City, the City will seek reimbursement from the "sending" community ~~for the first thirty (30) days of the applicant/recipient's residence in the City,~~ in accordance with the New Hampshire Local Welfare Administrators Association's ethics policy.

~~I. Whenever a non-resident applicant is referred to another local welfare entity, the Welfare Official shall make a reasonable effort to contact the local welfare entity to which the applicant is being referred prior to the time the applicant leaves the City Welfare Department in order to ensure that the receiving welfare entity is willing to assist the applicant. If the Welfare Official cannot make contact with the other local welfare entity, or the entity refuses to assist the applicant, the Welfare Official shall work with the applicant to find adequate alternative emergency services.~~

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**SECTION 10. WELFARE WORK ("WORKFARE") PROGRAM**

Anyone found eligible for and receiving General Assistance may be required to work for the City or other appropriate local human service agencies at any available bona fide jobs that are within his/her capacity as reimbursement for benefits received. Workfare participants are not considered employees of the City, and any work performed by Workfare participants does not give rise to any employee/employer relationship between the Workfare participant and the City.

**A. Required Hours.** Workfare participants' hours are based on the amount of aid rendered and are calculated at the prevailing ~~minimum~~ area wage. All hours attributable to Workfare participation shall be used to reimburse the City for current assistance given. No recipient shall work more hours than necessary to reimburse aid received. Welfare work under this section shall continue for as long as assistance is required and received.

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**B. Value of Hours Worked:** If, due to lack of available work or other good cause, a Workfare participant does not work a sufficient number of hours to fully compensate the City the amount of his/her aid, the full amount of aid he/she has received less the dollar value of Workfare labor performed shall still be paid.

**C. Work Search Allowance.** The City shall provide reasonable time during working hours for the Workfare participant to ~~seek~~ conduct a documented employment ~~in the labor market search.~~

- D. Workfare Schedule.** Refusal to work does not include failure to appear for or to perform under the circumstances listed below. The Workfare participant should, however attempt to schedule appointments so as not to conflict with the assigned Workfare schedule and must notify his/her supervisor in advance of the appointment. The Welfare Official may require Workfare participants to provide documentation of their attendance at a conflicting interview or appointment. The circumstances include when the Workfare participant:
1. Has a conflicting interview for a job opportunity.
  2. Has a conflicting interview at a service or welfare agency.
  3. Has a medical appointment or illness.
  4. Must care for children under the age of ~~six (6)~~ five. A person responsible for a child over five (5), but under twelve (12) years of age, shall be deemed to have good cause to refuse to work during the hours the child is not in school, if there is no responsible person available to provide care, and no other care is available.
  5. As verified in writing by a physician, is unable to work due to mental or physical disability or must remain at home because of illness or disability to another member of the household.
  6. Does not possess the materials or tools required to perform the task and the City fails to provide such materials and tools.
- E. Worker's Compensation.** Workfare participants ~~(165:31)~~ are included in the definition of public employee for the purposes of the Worker's Compensation Law.
- F. Failure to Comply.** Working hours are subject to approval by the supervisor and the Workfare participant. Failure of the Workfare participant to adhere to agreed working hours and reasonable work standards will prompt review of the recipient's eligibility for General Assistance and ~~may result in suspension or termination of assistance and/or possible sanction.~~

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## **SECTION 11: RIGHT TO NOTICE OF ADVERSE ACTION**

**Note:** [This procedure has been developed by NHMA in an effort to set for a clear process for suspension of assistance for willful noncompliance with guidelines. There are differing opinions as to the intent and interpretation of the statute. There are differing opinions as to the specific procedures required by statute.](#)

- A. Right to a Written Notice of Decision:** All persons have a constitutional right to be free of unfair, arbitrary or unreasonable action taken by ~~local~~ government. This includes applicants for and recipients of General Assistance, whose aid has been denied, terminated or reduced. Every applicant and recipient shall be given written

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notice of every decision regarding assistance. The Welfare Official will make every effort to ensure that the applicant understands the decision.

**B. Sanction for Non-Compliance with the Guidelines**

1. Recipients must comply with these Guidelines and the reasonable request of the Welfare Official, who must enforce the Guidelines while ensuring that all recipients and applicants receive due process. Recipients should be given reasonable notice of the conditions and requirements of eligibility and continuing eligibility and notice that non-compliance may result in termination or suspension.
2. Conditions. Any person otherwise eligible for assistance shall become ineligible if he/she willfully fails to comply with the requirements of these Guidelines relating to the obligation to:
  - a. Disclose and provide verification of income, resources or other financial material data, including any changes in this information.
  - b. Participate in the Welfare Work Program as assigned by the Welfare Official.
  - c. Comply with the work search requirements imposed by the Welfare Official
  - d. Apply for other public assistance, which would alleviate the need for General Assistance, as requested by the Welfare Official.
  - e. Expend documented income for essential needs such as utilities, rent, etc, as specifically directed by the Welfare Official, excepting instances where the applicant/recipient can document other essential needs for which income has been spent.
3. First Notice. No recipient otherwise eligible shall be suspended for non-compliance with conditions unless he/she has been given a written notice of the actions required in order to remain eligible and a seven (7) day period within which to comply. A first notice shall be included in the Notice of Decision and thereafter as the conditions change. Additional notice of actions required should also be given as eligibility is re-determined, but without an additional seven (7) day period unless new actions are required.
4. Non-Compliance. If the recipient willfully fails to come into compliance during the seven (7) day period, or willfully falls into non-compliance within thirty (30) days from receipt of a First Notice, the Welfare Official shall give the recipient a suspension notice. If a recipient falls into non-compliance for the first time more than thirty (30) days after receipt of a first notice, the Welfare Official must give the recipient a new first notice with a new seven (7) day period to comply before giving the recipient the suspension notice.
5. Sanction Notice. Written notice to a recipient that he/she is suspended from assistance due to failure to comply with the conditions required in a Notice of Decision shall include:
  - a. A list of the Guidelines with which the recipient is not in compliance and a description of those actions necessary for compliance.

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- b. The period of suspension.
  - c. Notice of the right to a Fair Hearing on the issue of willful non-compliance and that such request must be made in writing five (5) days of receipt of the suspension notice.
  - d. A statement that assistance may continue until the Fair Hearing decision is made, if the recipient so requests on the request form for the Fair Hearing, however, if the recipient fails to prevail at the hearing, the suspension will start after the decision and such aid must be repaid by the recipient.
  - e. A form on which the individual may request a Fair Hearing and the continuance of assistance pending the outcome.
6. Sanction Period.
- a. The period of ineligibility or suspension shall be seven (7) days; any or fourteen (14) days if the recipient has had a prior suspension which ended within the past six months. Any subsequent suspension period shall be fourteen (14) days. If upon the expiration of the 7-day or 14-day suspension period the person continues to fail to carry out the specific actions set forth in the notice, the disqualification shall continue until such person complies.
  - b. The Welfare Official shall not be required to accept an application for General Assistance from a person who is subject to disqualification of suspension under this section; provided however, that in the event such disqualification or suspension continues beyond the 7 to 14 day period due to continued non-compliance and there is a dispute over a contention by such person that he/she has satisfactorily complied with the requirements set forth in the notice, such person shall be given an opportunity to request a hearing to determine that issue, but shall not be eligible to a continuation of assistance pending the outcome of the Hearing.
7. Fair Hearing on Continuing Non-Compliance. A recipient who has been suspended until he/she complies with the Guidelines may request a Fair Hearing to resolve a dispute over whether or not he/she has satisfactorily complied with the required Guidelines. However, no continued assistance shall be available pending the outcome of the Hearing. The burden of proof lies with the applicant/recipient to show that the City Welfare Department was incorrect in their non-assistance of the recipient's request.
8. Compliance after Sanction. A recipient who has been subject to a suspension and who has come back into compliance shall have his/her assistance resumed, provided he/she is still otherwise eligible. The Notice of Decision stating that assistance has been resumed should again set forth the actions required to remain eligible for assistance, but need not provide a seven (7) day period for compliance unless new conditions have been imposed.

**C. Action Taken for Reasons Other Than Non-Compliance with the Guidelines.**

1. Whenever a decision is made to deny assistance or to refuse to grant the full amount of assistance requested, a notice of the decision shall be given to the applicant immediately or within five (5) working days from the time application is filled out and submitted.
2. In any case where the Welfare Official decides to terminate or reduce assistance for reasons other than non-compliance with the Guidelines, the official shall send notice at least (7) days in advance of the effective date of the decision to the recipient stating the intended action.

3. The notice required by Paragraph 1 and Paragraph 2 above shall contain:
  - a. A clear statement of the reasons for the denial or proposed termination or reduction.
  - b. A statement advising the individual of his/her right to a Fair Hearing, and that any request for a Fair Hearing must be made within (5) days.
  - c. A form on which the individual may request a Fair Hearing.
  - d. A statement advising the individual of the time limits, which must be met in order to receive a Fair Hearing.
  - e. A statement that assistance may continue, if there was initial eligibility, until the date of hearing, if requested by the claimant. Aid must be repaid if the claimant fails to prevail at the hearing.

## **SECTION 12: FAIR HEARINGS**

- A. Requests.** A request for a Fair Hearing is a written expression by the applicant or recipient or any person authorized to act for him/her to the effect that he/she wants an opportunity to present his/her case to a higher authority.
- B. The Fair Hearing Officer.** The City may appoint a Fair Hearing Officer from among other regional Welfare Officials or any other qualified individual meeting the standards delineated below. The person serving must:
  1. Not have participated in the decision causing dissatisfaction.
  2. Be impartial.
  3. Be sufficiently skilled in interviewing to be able to obtain evidence and facts necessary for a fair determination.
  4. Be capable of evaluating all evidence fairly and realistically to explain to the claimant the laws and regulations under which the Welfare Official operated and to interpret to the Welfare Official any evidence of unsound, unclear or inequitable policies, practices, or actions.
  5. In the case of a regional Welfare Official assuming the duty of Fair Hearing Officer, the City Welfare Official should make certain this individual has had no prior interaction with the claimant.
- C. Time Limits for Request and Hearing.**
  1. When an application is denied or when an applicant desires to challenge a decision made by the Welfare Official relative to the receipt of assistance, a request for a Fair Hearing must be received within five (5) working days of receipt the Notice of Decision at issue.
  2. Hearings requested by claimants must be held within seven (7) working days of the receipt of the request. The Welfare Official shall give notice to the claimant setting forth time and location of the hearing. This notice must be given to the claimant at least forty-eight (48) hours in advance of the hearing

or mailed to the claimant at least seventy-two (72) hours in advance of the hearing.

**D. Fair Hearing Procedures**

1. A claimant or his/her duly authorized representative has the right to examine prior to a Fair Hearing all records, papers, and documents from the claimant's case file which either party may wish to introduce at the Fair Hearing as well as any available documents not contained in the case file, but relevant to the Welfare Official's action of which the claimant complains.
2. Evidence. No record, paper, or document, which the claimant has not been allowed to examine prior to the hearing, shall be introduced at the hearing or become part of the record.
3. The Welfare Official (or a duly authorized representative) shall have the right to examine at the Fair Hearing all documents on which the claimant plans to rely at the Fair Hearing and may request a twenty-four (24) hour continuance if such documents contain evidence not previously provided or disclosed by the claimant. [Should the applicant have new documentation relevant to the disputed decision, he/she may reapply for assistance and file a written withdrawal of the fair hearing request.](#)
4. Procedures for Fair Hearings.
  - a. All Fair Hearings shall be conducted in such a manner as to ensure due process of law.
  - b. Fair Hearings shall not be conducted according to strict rules of evidence. However, in order to protect the right of cross-examination, the Fair Hearing Officer shall not rely solely upon any hearsay evidence in making a decision if any party objects to its introduction.
  - c. The burden of proof shall be on the claimant who shall be required to establish his/her case by a preponderance of the evidence.
  - d. The Welfare Official responsible for the decision complained of shall attend the hearing and testify about his/her actions and the reasons therefore.
  - e. Both parties shall be given the opportunity to offer evidence and explain their positions as fully and completely as they wish.
  - f. The claimant or his/her representative and the Welfare Official or his/her representative shall have the opportunity to examine all records and documents used at the hearing. The claimant shall have the right to present his/her own case alone or with the aid of others; to bring witnesses to establish all pertinent facts; to advance any arguments without undue interference; to question or refute testimony or evidence presented; and confront and cross-examine adverse witnesses.
  - g. The decision of the Fair Hearing Officer must be based solely on the record in light of these Guidelines. Evidence, both written and oral, which is admitted at the Fair Hearing, shall be the sole contents of the records. The Fair Hearing Officer shall not review the case record or other materials prior to introduction at the hearing.

- h. The parties may stipulate to any facts.
- i. Any applicant may withdraw in writing his/her request for a Fair Hearing at any time up to the time of the Hearing. An applicant who fails to appear for any scheduled Fair Hearing shall be deemed to have withdrawn his request for such a Hearing.
- j. An applicant who believes he has good cause to request a continuance or postponement of a scheduled Fair Hearing shall contact the Welfare Official at the earliest possible time prior to the hearing. Upon good cause shown, the Welfare Official may reschedule such Hearing; however, the applicant is entitled to only one (1) such postponement or continuance per Fair Hearing request. Good cause shall include, but not necessarily be limited to, demonstrated medical emergency, or other demonstrated unforeseen circumstances which reasonably prevent the applicant from attending such scheduled Hearing. An applicant shall provide documentation of such circumstances to the satisfaction of the Welfare Official no later than 72 hours after the request for postponement is made. If the applicant does not provide documentation of such circumstances to the Welfare Official within 72 hours, then the request shall be deemed withdrawn by the applicant.

#### **E. Decisions**

1. Fair Hearing decisions shall be rendered within ~~five (5) working~~ seven (7) business days of the Hearing. Decisions shall be in writing, setting forth the reasons for decisions and the facts on which the Fair Hearing Officer relied in reaching the decision and citations from these Guidelines. A copy of the decision shall be mailed or delivered in to the claimant and to the Welfare Official.
2. Fair Hearing decisions will be rendered on the basis of the Fair Hearing Officer's findings of fact, these Guidelines and state and federal law. The Fair Hearing decision shall set forth appropriate relief.
3. The decision shall be dated. In the case of a Hearing to review a denial of aid, the decision is retroactive to the date of the action being appealed. If a claimant fails to prevail at the Hearing, the assistance given pending the hearing shall be debt owed by the individual to the municipality.
4. The Welfare Official shall keep all Fair Hearing decisions on file in chronological order.
5. None of the procedures specified herein shall limit any right of the applicant or recipient to subsequent court action to review or challenge the adverse decision.

### **SECTION 13: LIENS**

- A. Real Estate.** The law requires the City to place a lien for General Assistance received on any real estate owned by an assisted person in all cases ~~except for just cause.~~ (This does not authorize the placement of a lien on the real estate of legally liable relative). The Welfare Official shall file a Notice of Lien with the County Registry of Deeds, complete with the owner's name and description of the property sufficient to identify it. Interest shall be charged as allowed by state law.



The lien shall not be enforced so long as the real estate is occupied as the sole residence of the assisted person, his/her surviving children who are under age 18 or blind or permanently and totally disabled. At such time as the lien may become enforceable, the Welfare Official shall attempt to contact the attorney handling the real estate or estate before enforcing the lien. Upon repayment of a lien, the municipality must file written notice of the discontinuance of the lien with the County Registry of Deeds.

**B. Civil Judgments.**

1. The City shall be entitled to a lien upon property passing under the terms of a will or an ~~interstate~~intestate succession, a property settlement, or civil judgment or personal injuries (except ~~worker's compensation~~Worker's Compensation) awarded any person granted assistance by the City for the amount of assistance granted by the City.
2. The City shall be entitled to the lien only if the assistance was granted no more than six (6) years before the receipt of the inheritance or award of the property settlement or civil judgment. When the Welfare Official becomes aware of such a claim against a civil judgment he/she shall contact the attorney representing the recipient.

**SECTION 14: RECOVERY OF ASSISTANCE**

The Welfare Official shall seek to recover money expended to assist former or current recipients.

- A. Recovery from Legally Liable Relatives.** The amount of money spent by the City to assist a recipient who has legally liable relatives ([father, mother, stepfather, stepmother, husband, wife or child who is no longer a minor](#)) of sufficient ability to also support the recipient may be recovered from those legally liable relatives. Sufficient ability shall be deemed to exist when relatives' weekly income is more than sufficient to provide a reasonable subsistence compatible with decency and health. The Welfare Official may determine that "in kind" assistance or the provision of products/services to the recipient is acceptable as a relative's response to liability for support. Written notice of money spent in support of a recipient must be given to the legally liable relatives. The Welfare Official shall attempt to give such written notice prior to the giving of aid, but aid for which an applicant is eligible under these Guidelines shall not be delayed due to inability to contact potentially legally liable relatives. Inability to contact potentially legally liable relatives must not be the result of applicants' failure to provide the information.
- B. Recovery from the Municipality of Residence.** The Welfare Official ~~shall~~ may seek to recover from the municipality of residence the amount of money spent by the City to assist an applicant/recipient who has a residence in another municipality as allowed by state law. [Written notice of money spent in support of a recipient must be given to the welfare official of the municipality of residence.](#)

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C. **Recovery from Former/Current Recipient's Income.** A former/current recipient who is returned to an income status after receiving assistance may be required to reimburse the City for the assistance provided, if such reimbursement can be made without financial hardship. ~~The procedure followed will be in accordance with state law.~~

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D. **Recovery From State and Federal Sources.** The amount of money spent by the City to support a recipient who has applied for SSI and has voluntarily signed NH DHHS Form 151 "Authorization For Reimbursement Of Interim Assistance" may be recovered through the SSA and the New Hampshire Department of Health and Human Services. Prescription expenses paid by the City for a recipient who has applied for Medicaid may be recovered through the NH DHHS if and when the recipient is approved for medical coverage.

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**SECTION 15: APPLICATION OF RENTS PAID BY THE CITY**

A. **Property Owner**

Whenever the owner of property rented to a person receiving assistance from the City is in arrears in sewer, water, or tax payments to the City, the City may apply the assistance which the property owner would have received in payment of rent on behalf of such assisted person to the property owner's delinquent balances, regardless of whether such delinquent balances are in respect of property occupied by the assisted person.

B. **Payment Arrears**

A payment shall be considered in arrears if more than thirty (30) days have elapsed since the mailing of the bill, or in the case of real estate taxes, if interest has begun to accrue.

C. **Delinquent Property Tax**

Delinquent Property Tax balances will be first priority, followed by delinquent sewer/water balances.

D. **Procedure**

1. The Welfare Official will issue a voucher on behalf of the tenant to the landlord for allowed amount of rent. The voucher will indicate any amount to be applied to a delinquent balance owed by the landlord, specifying which delinquency.
2. The Welfare Official will issue a duplicate voucher to the appropriate department (i.e. Tax Collector, Water Department), which shall forward the voucher to the Treasurer or Finance Official for payment, the department will issue a receipt of payment to the delinquent landlord.

**SECTION 16: SEVERABILITY:**

If any provision of these Guidelines is held at law to be invalid or inapplicable to any person or circumstances, the remaining provisions will continue in full force and effect.

Adopted This Day, the \_\_\_\_ day of \_\_\_\_\_, ~~2014~~2022, by: **City** of **Portsmouth**  
**City Council**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



September 8, 2022

195 Commerce Way  
Portsmouth, NH 03801  
United States

[novocure.com](http://novocure.com)

Novocure Inc.  
195 Commerce Way  
Portsmouth, NH 03801

City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801

RE: Authorization for Shayne Forsley to act on behalf of 64 Vaughan Mall

To whom it may concern:

This letter serves as authorization for Shayne Forsley of Hampshire Development Corp. to represent and act on behalf of the project for 64 Vaughan Mall – Novocure Flagship Facility with respect to Novocure Inc.'s request for a license for use of 650 square feet of the alley that abuts the Subject Property and ten (10) parking spaces in the Worth Lot.

Sincerely,

A handwritten signature in black ink, appearing to read "William P. Burke".

William P. Burke

Chief Human Resources Officer

Novocure Inc.  
64 Vaughan Mall Owner

**HAMPSHIRE  
DEVELOPMENT  
CORPORATION**

General Contractor

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September 8, 2022

Attn: City Manager Karen Conard  
1 Junkins Ave.  
Portsmouth, NH 03801


RE: 64 Vaughan Mall License Agreement – Novocure Inc.

Dear City Manager Conard,

The owner of the property located at 64 Vaughan Mall, Novocure Inc. requests a license of a portion of the Worth Lot & public alley that connects Hanover Street to the public parking lot as shown in the attached exhibit. The requested area includes the use of 10 parking spaces in the Worth Lot and public alley to provide safe work area for steel erection, façade installation, and roof installation. Additionally, property at the base of the alley is requested for crane setup for steel erection.

Hampshire Development Corp. has been granted permission to act on behalf of Novocure for this license request. See attached authorization.

Sincerely,



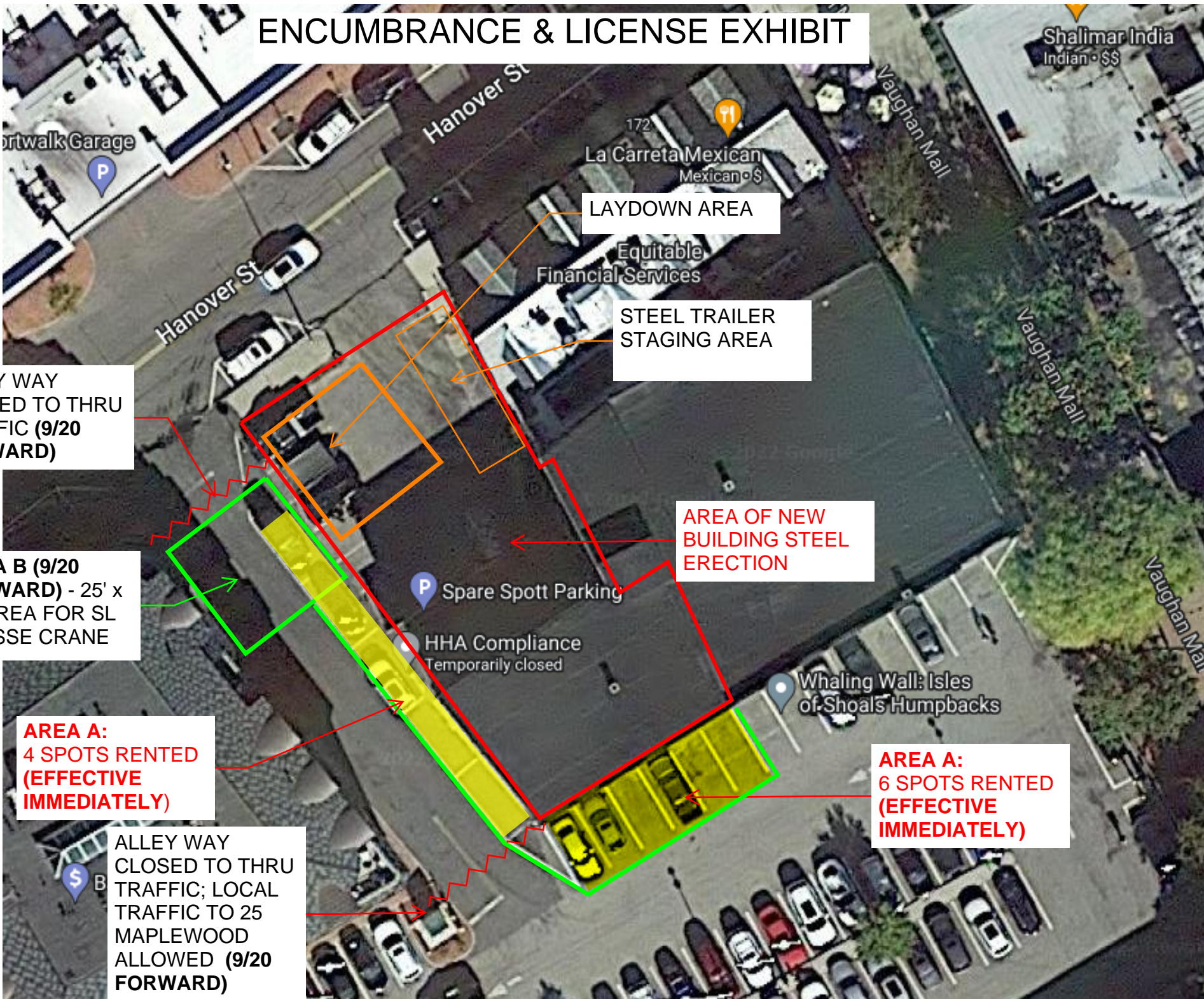
Digitally signed by Shayne Forsley  
DN: cn=Shayne Forsley,  
email=shayne.forsley@hdc.com,  
c=US, o=Hampshire Development Corp.,  
ou=Shayne Forsley  
Date: 2022.09.08 15:21:08-0400

Shayne Forsley  
General Manager

Cc: Novocure Inc.  
Owner – 64 Vaughan Mall  
195 Commerce Way  
Portsmouth, NH 03801



# ENCUMBRANCE & LICENSE EXHIBIT



Shalimar India  
Indian • \$\$

172

La Carreta Mexican  
Mexican • \$

LAYDOWN AREA

Equitable  
Financial Services

STEEL TRAILER  
STAGING AREA

ALLEY WAY  
CLOSED TO THRU  
TRAFFIC (9/20  
FORWARD)

AREA OF NEW  
BUILDING STEEL  
ERECTION

AREA B (9/20  
FORWARD) - 25' x  
25' AREA FOR SL  
CHASSE CRANE

Spare Spott Parking

HHA Compliance  
Temporarily closed

Whaling Wall: Isles  
of Shoals Humpbacks

AREA A:  
4 SPOTS RENTED  
(EFFECTIVE  
IMMEDIATELY)

AREA A:  
6 SPOTS RENTED  
(EFFECTIVE  
IMMEDIATELY)

ALLEY WAY  
CLOSED TO THRU  
TRAFFIC; LOCAL  
TRAFFIC TO 25  
MAPLEWOOD  
ALLOWED (9/20  
FORWARD)

**LICENSE AGREEMENT**  
**64 VAUGHAN STREET**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Novocure Inc. (hereinafter "Owner") a corporation registered to do business in New Hampshire with a principal place of business at 195 Commerce Way, Portsmouth, NH 03801, through their agents, Hampshire Development Corp., a New Hampshire corporation located at 41 Industrial Drive, Exeter, New Hampshire 03833 ("Licensee") 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 64 Vaughan Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 0126-0001-0000 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 6370 Page 1168.

**License Area 1:** The City authorizes Licensee to temporarily use 650 square feet of an alley that abuts the Subject Property in the Vaughan Mall more particularly described in the attached Exhibit A.

**License Area 2:** The City authorizes Licensee to temporarily use ten (10) parking spaces in the Worth Lot that abut the Subject Property more particularly described in the attached Exhibit A.

2. **Use:** Licensee shall make use of the License Area for the purpose of erecting steel and roofing work on the Subject Property

3. **Term:**

**License Area 1:** The license for License Areas 1 (650 square feet in the alley) shall be for 104 consecutive days beginning September 20, 2022 and ending January 1, 2023.



**License Area 2:** The license for License Area 2 (10 parking spaces abutting Subject Property) shall be for 93 consecutive days beginning October 1, 2022 and ending January 1, 2023

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

4. **Notice and Pilot:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Areas and again when it returns the License Areas to the City's control and use.

During the term of this License Agreement, Owner will create a pilot of the proposed parking lot reconfiguration and improvements to the Worth Lot pursuant to a separate Development Agreement approved by the City Council on November 15, 2021. The pilot will be reviewed and approved by the Director of Public Works prior to the construction of the final improvements.

5. **License Fees:** The Licensee shall pay to the City a license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee of \$0.05 per square foot of encumbered alley and \$35 per day per encumbered parking space.

**License Area 1:** The License Area includes 650 square feet of land in the alley that abuts the Subject Property. The fee of \$0.05 per 650 square feet per day is \$32.50. The total fee for 104 days x \$31.25 is **\$3,380**.

**License Area 2:** The License Area includes ten (10) parking spaces in the Worth Lot that abut the Subject Property. The fee of \$35 per parking space per day x 10 parking spaces = \$350 per day x 93 days is **\$32,550**.

The total License Fees for License Areas 1 and 2 in the amount of **\$35,930** 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 Areas are 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 Licensee.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Areas in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Areas and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.
9. **Damage:** Licensee agrees to remedy any damage to the License Areas caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of site plan may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement or any provision contained in this Agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72 hour written notification is required by the City if it is an emergency.
12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the

prohibition against parking on City streets mandatory. 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.

**Novocure Inc.**

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

Duly authorized

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Hampshire Development, Corp.**

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

Duly authorized

**THOMAS M. CLOSSON**  
**ATTORNEY AT LAW PLLC**

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

To: City Manager Conard, Mayor McEachern, and Members of the City Council  
From: Tom Closson  
Re: Proposed Employment Agreement with incoming Fire Chief McQuillen  
Date: August 16, 2022

---

Attached for your consideration is a proposed 3-year employment agreement with incoming Fire Chief McQuillen. The Fire Commission has approved this Employment Agreement. The Employment Agreement calls for the initial placement of Fire Chief McQuillen on Grade 27, Step F of the City's non-union salary schedule, at an initial annual salary of \$141,832.11. Thereafter, Fire Chief McQuillen will be eligible for annual step advancements and COLAs consistent with the terms of the City's collective bargaining agreement with the Portsmouth Professional Management Association ("PMA"). Except as specifically noted in the Employment Agreement, Fire Chief McQuillen's employment benefits will also be consistent with the employment benefits included in the PMA CBA. One exception to note is Fire Chief McQuillen's entitlement to cash out ninety percent (90%) of his accrued but unused sick leave at the time of his retirement from the City. Fire Chief McQuillen is entitled to this benefit due to his (very) long tenure with the City – he is one of the last few City employees who is entitled to this benefit.

I will be available in non-public session to answer any questions that you have.

## EMPLOYMENT AGREEMENT

### 1. Preamble

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

### 2. Employment, Term, And Domicile Requirement

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

The Employee will be required to maintain a domicile in Portsmouth, New Hampshire throughout the term of this Agreement. The Employee’s failure to comply with this requirement may, at the sole option of the Commission, be considered grounds for termination for cause, as per the provisions of Section 5 below.

### 3. Salary

Effective September 1, 2022, the Employee will be placed on Grade 27, Step F of the City of Portsmouth Non-Union Salary Schedule, which is **one hundred forty-one thousand eight hundred thirty-two dollars and eleven cents (\$141,832.11)** per annum, payable in no fewer than twenty-six installments and subject to such deductions as may be authorized by the Employee or as may be required by law. Thereafter, the Employee will continue to receive salary step increases consistent with existing City policy. Effective July 1, 2023 and July 1, 2024 the Employee will also be entitled to the same COLAs as those set forth in the collective bargaining agreement between the City and the Portsmouth Professional Management Association (“PMA”). Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements.

### 4. Certification

This Section is not applicable to the Fire Chief position.

### 5. Termination for Cause

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

nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City or as directed by the Commission.

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

#### 6. Termination with Severance Payment

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

#### 7. Termination by Mutual Consent/Voluntary Resignation

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

#### 8. Severance Constitutes Release

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

#### 9. Benefits

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

10. Exception to Benefits in Section 9

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

- a. The Fire Chief will be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Fire Chief is on-call at all times it is understood that the automobile may also be used for personal business.
- b. Subject to budgetary constraints, the City agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Commission of any courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the City for the entire cost of tuition and textbooks.
- c. The City recognizes that certain expenses of a non-personal and generally job-related nature will be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits, subject to budgetary authorization to be approved by the Commission as an element of the annual Department budget.
- d. The City hereby agrees to pay, within budgetary constraints and subject to the approval of the Commission, the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations, necessary and desirable for his continued professional participation, growth and advancement.
- e. Upon execution of this Agreement, the Employee will be credited with his previously accrued sick leave. Going forward, the Employee will accrue sick days in accordance with the PMA contract. The City agrees to pay the Employee a sum equal to ninety percent (90%) of all unused sick leave upon his retirement from the City. At the option of the Employee, the sick leave may be divided and taken over a period of up to three years prior to retirement.

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

For the Commission/Board:

Employee:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Approved by the Portsmouth City Council:

\_\_\_\_\_

Certified by the City Clerk

\_\_\_\_\_  
City Clerk



THOMAS M. CLOSSON  
ATTORNEY AT LAW, PLLC

To: City Manager Conard, Mayor McEachern, and Members of the City Council  
From: Tom Closson  
Re: Tentative Agreement with the School Custodial Supervisors Union  
Date: August 16, 2022

---

Attached for your consideration is a proposed 4-year collective bargaining agreement with the School Custodial Supervisors Union. This tentative agreement includes the following material financial terms:

- An increase of 4% to base wages, effective July 1, 2022;
- An additional COLA of 2.05% (based on the rolling 10-year CPI-U average) effective July 1, 2022;
- Base wage increases tied to the rolling 10-year CPI-U average, with a floor of 2% and a ceiling of 5%, effective July 1, 2023, July 1, 2024, and July 1, 2025;
- Addition of Juneteenth as a holiday;
- Adjustment of minimum pay for weekend school building checks;
- Increases to the annual boot allowance from \$150 to \$175 effective July 1, 2024, and from \$175 to \$200 effective July 1, 2025;
- Annual increases to longevity steps consistent with the rolling 10-year CPI-U average; and
- Further increase of \$100 to each longevity step effective July 1, 2024, and July 1, 2025.

The School Board and the Union have ratified this tentative agreement. I am pleased to recommend it to you.

**CUSTODIAL SUPERVISORS UNION - 06/30/22**

NH Retirement Rate	14.06%	14.06%	14.06%	14.06%	14.06%
FICA Rate	7.65%	7.65%	7.65%	7.65%	7.65%
COLA Rate	6.05%	2.00%	2.00%	2.00%	2.00%
Aux COLA Rate		0.00%	0.00%	0.00%	0.00%

**CURRENT CONTRACT - CUST SUPV GROSS BUDGET (Steps only/No COLA)**

	FY22 Base	FY23	FY24	FY25	FY26	Projected 4-Yr Total
Wages	306,342	306,571	306,571	306,675	307,174	920,316
Longevity	5,700	5,800	5,950	6,167	6,278	18,028
NH Retirement	43,873	43,919	43,940	43,986	44,071	131,930
FICA	23,871	23,896	23,908	23,932	23,979	71,783
	379,786	380,186	380,369	380,760	381,502	1,142,057

Year-to-Year <b>CURRENT</b> Gross Budget Change	400	183	391	742
% Change	0.11%	0.05%	0.10%	0.19%

1,716	Total Yr-to-Yr Increase
0.45%	Change FY22 to FY26
0.11%	Avg % Change

**PROPOSED TENTATIVE AGREEMENT - CUST SUPV GROSS BUDGET**

	FY22 Base	FY23	FY24	FY25	FY26	Projected 4-Yr Total
Wages	306,342	325,187	331,718	338,562	345,925	1,002,830
Longevity	5,700	6,154	6,430	7,379	8,239	20,823
NH Retirement	43,873	46,587	47,544	48,639	49,795	143,926
FICA	23,871	25,348	25,868	26,464	27,094	78,310
	379,786	403,276	411,560	421,044	431,053	1,245,889

Year-to-Year <b>PROPOSED</b> Gross Budget Change	23,490	8,284	9,483	10,009
	6.19%	2.05%	2.30%	2.38%

51,266	Total Yr-to-Yr Increase
13.50%	Change FY22 to FY26
3.37%	Avg % Change per yr

**BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET**

**YEAR-TO-YEAR Change Over Prior Year Base**

	FY22 Base	FY23	FY24	FY25	FY26	Projected 4-Yr Total
Wages	-	18,616	6,531	6,739	6,864	38,751
Longevity	-	354	126	732	749	1,961
NH Retirement	-	2,668	936	1,049	1,071	5,724
FICA	-	1,452	508	572	583	3,115
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	23,090	8,101	9,092	9,267	49,551

	6.08%	2.13%	2.39%	2.43%
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13.05%	Total Yr-to-Yr Increase
3.26%	Change FY22 to FY26
	Avg % Change

CUSTODIAL SUPERVISORS

WORKING AGREEMENT

BETWEEN

THE PORTSMOUTH SCHOOL BOARD

AND

THE CUSTODIAL SUPERVISORS UNION

July 1, ~~2019-2022~~ - June 30, ~~2022~~2026

**WORKING AGREEMENT**

By this Agreement the School District, Administration Unit No. 52, City of Portsmouth, N.H., (hereinafter called "the SAU") and the Custodial Supervisors Unit (hereinafter called "the Union" "the Unit" or "the CSU") of the Portsmouth School District, do hereby reach agreement.

**WITNESSETH**

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

**Article 1  
RECOGNITION**

Whenever used in the Agreement, the word "employee(s)" refers to a person or persons actively and regularly engaged in SAU work or enrolled on the regular payroll of the SAU of the City of Portsmouth, N.H.

**Article 2  
BARGAINING WITH INDIVIDUAL EMPLOYEES**

The CSU agrees for itself and its members that no member individually will bargain with the School Board or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, and transfers or promotions.

The District agrees for itself and any of its authorized agents that it will not bargain with an individual employee on matters pertaining to wages, hours of work, working conditions, and transfers or promotions in accordance with the provisions of Chapter 273-A (PELRB).

**Article 3  
MANAGEMENT'S RIGHTS**

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

**Article 4  
CSU RIGHTS**

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

**Article 5  
HOLIDAYS**

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

Independence Day	*1/2 day before Christmas
Labor Day	Christmas Day
Veterans' Day	Day after Christmas Day
*1/2 day before Thanksgiving	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
Martin L. King Day	<u>Juneteenth</u>

\* The SAU agrees to grant one-half a day before Thanksgiving Day and Christmas Day when the School Department is in session one-half day before Thanksgiving Day and Christmas Day, provided it is not a regular school day. Beginning with the 2003-04 school year, Columbus Day Additionally, Indigenous Peoples' Day will be designated as a holiday in any year that it is not a regular school day.

**Article 6  
HOLIDAY PAY**

Holiday pay shall be granted if an employee reports for work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day after the holiday, provided the absence from work for legitimate reasons, excluding sickness, will not be grounds for denying holiday pay.

**Article 7  
HOLIDAY PAY (OVERTIME)**

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

**Article 8  
HOLIDAY PAY (WHILE ON LEAVE)**

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

**Article 9  
VACATIONS**

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

After 6 Months	5 days
1 Year - 5 Years	10 days
6 Years - 10 Years	15 days
11 Years - 15 Years	20 days
16 Years - 24 Years	25 days
25 Years and Beyond	30 days

All bargaining unit members employed on July 1, 2003 will move into this schedule without losing days from old schedule and will complete the transition by June 30, 2008. Bargaining unit members whose first day of work was after July 1, 2003 will be on the schedule immediately.

Employees hired into the district as of July 1, 2015 will follow the schedule below:

After 6 Months	5 days
1 Year - 5 Years	10 days
6 Years - 10 Years	15 days
11 Years - 15 Years	20 days
16 Years and beyond	25 days

**Article 10  
VACATION ACCUMULATION**

Vacation accumulation is not to exceed forty (40) days.

**Article 11  
VACATION NOTIFICATION**

Vacation may be taken at any time during the year with sufficient notice subject to the approval of the SAU.

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

**Article 12  
PRE-PAID VACATION**

Employees are entitled to a prepaid vacation with a notice of one (1) week to the pay period.

**Article 13  
VACATION TERMINATION**

Upon ~~his~~ termination of employment, the SAU shall pay to the employee an amount equal to one hundred percent (100%) of vacation leave earned prior to the date of termination of employment.

Upon the death of an employee while in the employment of the SAU, the SAU shall pay to that employee's estate an amount equal to one hundred percent (100%) of earned vacation leave.

**Article 14  
PROMOTIONS, TRANSFERS AND POSTINGS**

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

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

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

All unit vacancies and new jobs that are to be filled shall be posted no later than five (5) days after the School Board has met in regular session after said vacancies or new jobs have occurred.

Custodial Supervisors will keep custodians who are supervised by them informed of any openings or transfers that occur in the Portsmouth School Department.

These vacancies and new jobs shall be posted for five (5) working days in each school to allow employees the opportunity to apply for said position. All vacancies and new jobs must be filled within thirty (30) working days after the expiration of the posting period.

After the position is awarded, the name of the person who has been awarded the position shall be posted for five (5) working days. Any candidate who has applied for the posted position may, in writing, request a meeting with the Building Principal and Personnel Director to discuss the reason(s) why he/she was not selected. Said meeting should take place no later than five (5) working days after the written request has been received.

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

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

**Article 15  
JOB POSTING**

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

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

The SAU agrees to assign employees to the school nearest the employee's residence whenever it is feasible and in the best interest of the School Board. Assignment will be based on employee's seniority.

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

**Article 16  
NON-SELECTION**

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

**Article 17  
MANAGEMENT POSITIONS**



Vacancies in management positions shall be posted in each school to allow employees the opportunity to bid on such positions.

**Article 18  
DISCIPLINARY PROCEDURES**

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.

All suspensions and discharges must be in writing with reasons stated and a copy given to the employee.

Disciplinary action shall follow this order:

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

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, including but not limited to the following reasons:

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

**Article 19  
JUST CAUSE**

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

**Article 20  
WRITTEN REPRIMAND**

The personnel record of an employee will be cleared of a written reprimand after a period of one (1) year from the date of the reprimand, provided there are no similar

infractions committed during the intervening period. However, if the discipline involves misconduct of any type against a minor, the document shall remain in the personnel file.

**Article 21**  
**SUSPENSION NOTICES**

The personnel record of an employee will be cleared of suspension notices after a period of two (2) years from the date of suspension provided no similar infractions have been committed during the intervening period. However, if the discipline involves misconduct of any type against a minor, the document shall remain in the personnel file.

**Article 22**  
**GRIEVANCE PROCEDURE**

- 22.1 A grievance for the purpose of this Agreement is a complaint against the employer by an employee with respect to the meaning and/or application of a provision of this Agreement.
- 22.2 A grievance must be filed within fifteen (15) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence. Grievances shall be processed in the following manner:
- A. An employee (or the Union) who has a grievance shall discuss the grievance with his steward. An initial meeting will be held among the employee, a Union representative, and the Facilities Director for the purposes of determining if the matter can be resolved informally.
  - B. If an employee is not satisfied with the informal resolution of the matter, a grievance may be filed with the Business Administrator within five (5) working days after the meeting with the Facilities Manager. The grievance shall be in writing and on an official grievance form. The Business Administrator shall meet with the Facilities Manager, employee, and the Union representative and render a decision in writing within five (5) days after the meeting.
  - C. An unfavorable decision in Step B may be appealed in writing within five (5) working days to the Superintendent of Schools. The Superintendent of Schools shall have four (4) working days to render a decision in writing. The parties agree

to accept the Superintendent of Schools decision as final and binding.

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

**Article 23  
SENIORITY**

An employee's seniority shall commence with ~~his/her~~the employee's date of hire and shall continue for as long as ~~he/she~~the employee is employed by the SAU.

An employee shall not forfeit seniority for absences caused by the following:

- (a) Illness resulting in total/temporary disability due to ~~his/her~~the employee's regular work with the School Board, certified by an affidavit from the worker's compensation carrier.
- (b) Illness not the result of misconduct resulting in total/temporary disability certified by a physician.
- (c) Duty with the Armed Forces.

**Article 24  
PROMOTIONS, TRANSFERS, LAYOFFS, VACATIONS AND OVERTIME**

Seniority, ability, attitude and performance shall be determining factors in promotions and transfers. Seniority alone shall be the determining factor in layoffs, vacations and overtime. A three (3) week notice by certified mail shall be sent to any employee to be laid off.

**Article 25  
SENIORITY (DEFINITION)**

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

**Article 26  
SENIORITY LIST**

The SAU agrees to establish and keep up to date a seniority list by district. This list shall be posted once a year in July.

**Article 27**

**SENIORITY/FORFEITED**

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

**Article 28  
RE-EMPLOYMENT LIST**

The person with the most seniority will be hired back first. All employees who have been laid off will be kept on a re-employment list for a minimum of two years. Qualified and available permanent employees shall be reinstated before new employees are hired.

An employee who is offered a regular full-time job and does not accept recall shall be dropped from the reemployment list. Employees offered reemployment shall have two (2) weeks to decide upon the offer and must be ready to start work within two weeks of notifying the School Department of acceptance unless the parties agree otherwise in a specific instance.

**Article 29  
SICK LEAVE DAYS (ACCUMULATION)**

Sick leave without loss of pay or fringe benefits shall be computed at the rate of 1 1/4 days per month or 15 days per year and may be accumulated without limitation. For employees hired after 1/1/90 accumulation to be limited to 150 days. It will be credited to an employee's record only after earned. For employees hired into the district after July 1, 2015, sick leave without loss of pay or fringe benefits shall be computed at the rate of 1 day per month or 12 days per year.

**Article 30  
SICK LEAVE (PAY BACK)**

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

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

Employees seeking payment under this Article shall notify the Superintendent by the first of January prior to their last year of work in order to receive severance pay at retirement. If the employee complies with this notice, severance pay will

be payable on or after July 1 of the year in which the notice is given. If the employee does not so notify the Superintendent, he/she will receive severance pay no later than the fiscal year following his/her retirement.

**Article 31  
SICK LEAVE (NOTIFICATION)**

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

**Article 32  
SICK LEAVE AND VACATION (OVERTIME)**

Paid sick leave taken and vacation shall not be counted as hours worked when computing overtime.

**Article 33  
SICK LEAVE (MEDICAL OR DENTAL)**

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

**Article 34  
SICK LEAVE (CALL IN)**

All employees shall call in at least two hour prior to shift starting time if they are taking a sick day. This does not apply in cases of emergency.

**Article 35  
BEREAVEMENT LEAVE**

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

Up to three (3) days

- brother-in-law
- sister-in-law
- grandparents
- aunt or uncle
- niece or nephew
- blood relative or ward residing in the same household

Up to five (5) days

- parents
- sister
- brother
- parent-in-laws

Up to seven (7) days

Husband, wife or civil union partner  
children

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

**Article 36  
PERSONAL DAYS**

All employees shall be entitled to five (5) non-accumulative personal days per year. Permission to use these days is subject to the approval of the Facilities Director, with a copy sent to Personnel 24 hours prior to taking, except in the case of an emergency.

**Article 37  
NATIONAL GUARD/ARMED RESERVES LEAVE**

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

**Article 38  
CIVIL LEAVE FOR JUROR OR WITNESS SERVICE**

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

**Article 39  
LEAVE OF ABSENCE**

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

**Article 40  
NORMAL WORK WEEK**

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

a work week of four 10-hour days may be implemented during the summer school vacation.

**Article 41  
WORK SCHEDULE CHANGE**

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

**Article 42  
AVOID PAYMENT OF OVERTIME**

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

**Article 43  
EVALUATIONS**

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

**Article 44  
NO STRIKE CLAUSE**

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

**Article 45  
STABILITY OF AGREEMENT**

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

**Article 46  
WORK BREAKS**

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

**Article 47  
OVERTIME**

All employees shall receive time and a half for all hours worked over forty in any one week. Employees who are requested to work on Sundays for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodians' hours) shall be paid two times their regular hourly rate of pay.

**Article 48  
CALL-IN TIME**

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

**Article 48A  
WEEK-END BUILDING CHECKS**

Employees scheduled by the Facilities Director or the Business Administrator to check the building over the week-end shall be paid a minimum of ~~3 hours of overtime for the week-end (6 hours at the High School)~~ two (2) hours per day for Elementary and Middle Schools and two and one half (2 ½) per day for the High School.

**Article 4849  
SAFETY**

The SAU shall have the right to make regulations for the safety and health of its employees during their hours of employment.

**Article 50  
PROPER CARE**

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

**Article 51  
PERSONNEL FILE**

No written material concerning an employee's conduct, service, character or personality while on the job shall be



placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

**Article 52  
CLOTHING ALLOWANCE/SHOE ALLOWANCE**

Seven (7) new sets of uniforms will be furnished by the School Board at its expense for all employees covered by this Agreement, including two (2) sets of summer uniforms (shorts and polo shirts). The School Board will replace said uniforms no later than 30 days after request to replace. No later than 30 days after the completion of the probation period or as soon as possible thereafter employees will be issued new uniforms. Upon termination each employee must return all uniforms. The School Department will provide one hundred and fifty dollars ~~eighty dollars~~ (\$150.00) annually for work boots/shoes/sneakers effective July 1, 2019. The School Department will provide one hundred and seventy-five dollars (\$175.00) annually for work boots/shoes/sneakers effective July 1, 2024. The School Department will provide two hundred dollars (\$200.00) annually for work boots/shoes/sneakers effective July 1, 2025. The School Department shall have the right to establish the specifications for boots/shoes/sneakers purchased under this section.

**Article 53  
SPECIAL CLOTHING**

Special clothing will be issued upon the request of a Custodian Supervisor if approved by the Facilities Director.

**Article 54  
RETIREMENT**

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

**Article 55  
CREDIT UNION**

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

**Article 56  
BULLETIN BOARDS**

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

**Article 57**  
**NON-CONTRACTING SERVICE CLAUSE**

The School Board agrees that work or services presently performed shall not be subcontracted, transferred, leased, assigned, or conveyed, whole or in part, to any other agency, person, private contractor, or non-unit employee, where such work or services can be performed by present employees. The Association understands that the School Board's position is that this clause is not legally enforceable and in the event the School Board successfully attacks the validity or enforceability of such a clause in another school department labor agreement, through litigation, the association agrees to be bound by the final decision.

**Article 58**  
**RELATED TO ANOTHER EMPLOYEE**

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

**Article 59**  
**COPY EQUIPMENT**

The SAU agrees to allow the use of its copying equipment to members of the CSU unit when the purpose is to provide notices and information to its members. This work will be performed with prior approval by the building administrator and at a time designated by that administrator, and the materials are to be supplied by the CSU.

**Article 60**  
**COPIES**

The SAU agrees to provide each custodial supervisor unit member with a copy of this agreement within 30 days of signing. The SAU agrees to further provide each custodial supervisor with a copy of the contract between the SAU and the custodian unit.

**Article 61**  
**BENEFITS (MAINTENANCE OF)**

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

**Article 62**  
**EMERGENCY DEFINITION**

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

**Article 63  
SCHOOL BUILDING**

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

**Article 64  
BONDING OF EMPLOYEES**

The SAU agrees that the bonding of custodial supervisors shall remain at the present level throughout the duration of this AGREEMENT.

**Article 65  
HEALTH INSURANCE**

The School Board shall pay provide health insurance for individual, two person, or family coverage for full-time employees.

The city will offer full-time employees only the Consumer Driven Health Plan (CDHP) issued by Cigna insurance under its School Care Plan of the New Hampshire School Health Care Coalition. The employee's premium cost share for the CDHP (single, 2-person or family option) will be 56% of the total premium. The City's premium cost share will be 9594% of the total premium. ~~Effective July 1, 2020, the employee's premium cost share for the CDHP (single, 2-person or family option) will be 6% of the total premium and the City's premium cost share will be 94% of the total premium. If, at any time, the cost of the CDHP exceeds the threshold level(s) for assessment of the Cadillac Tax under the ACA, the parties will immediately reopen the contract on the issue of health insurance only, for the purpose of selecting a replacement plan that does not exceed the threshold level(s) for assessment of the Cadillac Tax under the ACA. If the parties are not able to agree on a replacement plan, the City's total contribution to health insurance coverage (including premiums, additional taxes assessments) will not exceed the current threshold levels for assessment of the Cadillac Tax under the ACA (\$10,200 for single plan and \$27,500 for a two person/family plan).~~

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

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.

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

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

**Article 66**  
**LONG TERM DISABILITY**

The Board will purchase income protection insurance for each employee to begin on the 91st day of disability in an amount equal to 66 2/3%, up to \$1200.00, of the monthly salary of the employee at the date of disability. Said insurance shall run until age 65 and shall be coordinated with Social Security benefits.

**Article 67**  
**LIFE INSURANCE**

The School Board shall purchase one hundred percent (100%) of term life insurance for all employees, equal to twice the annual income of each employee. It is understood that employees age 70 and over will have their benefits reduced in accordance with the Certificate Schedule attached.

**Article 68**  
**DENTAL INSURANCE**

SAU agrees to provide Cigna(Plan One) or an equivalent plan and to pay one hundred percent (100%) of the premium cost for single, two-person, or family plan.

**Article 69**  
**LIABILITY INSURANCE**

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

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee

who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

**Article 70  
UNEMPLOYMENT COMPENSATION**

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

**Article 71  
WORKER'S COMPENSATION**

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

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

**Article 72  
WAGE AND SALARY GUIDE**

Effective July 1, ~~2019~~2022, all Custodial Supervisors will be paid in accordance with the following schedule:

Hire through end of first year	<del>\$22.79</del> \$25.18/hour
Beginning of second year through end of third year	<del>\$23.00</del> \$25.40/hour
Beginning of fourth year through end of sixth year	<del>\$23.05</del> \$25.47/hour
Beginning of seventh year through end of fifteenth year	<del>\$23.10</del> \$25.52/hour
Beginning of sixteenth year	<del>\$23.31</del> \$25.75/hour

Effective July 1, ~~2019~~2022, the hourly rate of the incumbent Senior High Supervisor will be ~~\$25.97~~\$28.68/hour- this is intended to "red circle" only the person currently

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in the position, not to set a binding wage rate for the position (which would otherwise be included in the regular wage schedule).

An employee will only advance up the step table if his/her most recent performance evaluation is acceptable or better.

**COLA ADJUSTMENT**

Effective July 1, ~~2020~~2023, ~~and~~ July 1, ~~2021~~2024, ~~and~~ July 1, 2025, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

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

*Thus if the ten (10)-year rolling average for the CPI-U for the Boston SMSA calendar year is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5%.*

Applicability After Contract Expires: It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, ~~2022~~2026, that no further COLA adjustments after July 1, ~~2021~~2025 will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, ~~2022~~2026.

**Article 73  
LONGEVITY**

Longevity will be paid in accordance with the following schedule:

	7/1/2022	<del>7/1/2023</del>	<del>7/1/2024</del>	<del>7/1/2025</del>
After 5 years	\$850			
After 10 years	\$956			

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After 15 years	\$1062			
After 20 years	\$1168			
After 25 years	\$1274			

	Effective 7/1/2022	Effective 7/1/2023
After 5 years	\$700	\$800
After 10 years	\$800	\$900
After 15 years	\$900	\$1000
After 20 years	\$1000	\$1100
After 25 years	\$1100	\$1200

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An additional \$100 will be added to all longevity steps on July 1, 2024 and July 1, 2025.

Longevity will be increased by the same COLA as base wages on July 1, 2023, July 1, 2024, and July 1, 2025.

Longevity will increase by \$150 for each additional five years of service.

This will be paid in a separate check on the first payday in August.

Longevity is based on years of employment with the SAU in any full time capacity.

**Article 74  
MILEAGE**

Employees required or requested to use their personal vehicles in the course of their duty, shall be reimbursed at the minimum rate of 31.5 cents per mile. The rate for mileage shall increase based on the IRS justifiable mileage rate as set by that agency. Mileage payments shall be paid in agreement with the Business Office.

**Article 75  
COLLECTIVE BARGAINING PROCEDURE**

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

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

**Article 76  
DURATION OF AGREEMENT**



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SAU agrees to a ~~(3)three~~four (4) year Agreement. This agreement shall be in full force and effect from July 1, ~~2019~~2022 through June 30, ~~2022-2026~~ and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A:3:11.

Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273-A:3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such Agreement and specifies the articles to be renegotiated. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

**77. SIGNATURES**

EXECUTED THIS \_\_\_\_\_ DAY OF ~~AUGUST~~September, ~~2019~~2022.



CM Action Item #4

<u>PORTSMOUTH SCHOOL DISTRICT</u>	<u>CSU</u>
<del>Patrick Ellis</del> Nancy Clayburgh Chair, School Board	Arthur Ashley
<del>Steve Zadravec</del> Zachary McLaughlin Superintendent	Edward O'Connell
<del>Steve Bartlett</del> Nathan Lunney Business Administrator	
Tom Closson City Negotiator	

Approved by the Portsmouth City Council on ~~July~~ September  
~~15~~ 2022.

\_\_\_\_\_  
 Kelli Barnaby  
 City of Portsmouth  
 City Clerk

**CITY OF PORTSMOUTH**  
**LEGAL DEPARTMENT**  
**MEMORANDUM**

DATE: SEPTEMBER 19, 2022

TO: KAREN S. CONARD, CITY MANAGER

FROM: TREVOR P. MCCOURT, ASSISTANT CITY ATTORNEY

RE: AGENDA ITEM – FOUNDRY PLACE LLC DEED ACCEPTANCE  
PROPERTY LOCATED AT 88-99 FOUNDRY PLACE and 0 DEER STREET

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### **Introduction**

Foundry Place LLC owns two parcels of land on Foundry Place, one located at 88-99 Foundry Place and another at 0 Foundry Place. Foundry Place LLC has active land use approvals for the development of 88-99 Foundry Place as a mixed use development, and for the use of 0 Foundry Place as community space. Foundry Place LLC now presents a Warranty Deed for 0 Foundry Place and a community space easement deed for a wide pedestrian sidewalk over 88-99 Foundry Place, as explained in more detail below.

### **Background**

On September 9, 2016, the City and Deer Street Associates (DSA) entered into a complex set of land transfers which resulted, in part, in the City acquiring the land upon which the Foundry Garage now sits. As a part of that transaction, the City and DSA entered into a certain Post Closing Obligations Agreement (PCOA), which required in part that DSA grant the City a mortgage over Lot 2. Lot 2 was to be conveyed as community space, for which DSA would receive credit under the City's zoning ordinance. The City Council, by vote of August 15, 2016, approved both the PCOA and accepted a mortgage from DSA securing the transfer of Lot 2. That Council vote did not, however, specifically authorize the acceptance of Lot 2 in fee, thus prompting this action item.

### **Community Space Credit**

Foundry Place LLC is DSA's successor in title. At its regularly scheduled meeting on October 15, 2020, the Planning Board granted amended site plan approval to Foundry Place LLC for a mixed use development located at 88-99 Foundry Place. As a part of that approval, the Planning Board approved community space in the form of a wide pedestrian sidewalk in the front of 88-99 Foundry Place, and credit for a portion of the community space at 0 Foundry Place, in exchange for 10 feet of additional building height. As permitted by Planning Board vote

of September 20, 2018 and Section 10.5A46.23 of the Zoning Ordinance, the remaining community space will be reserved for future development.

### **Attached Deeds**

Therefore, Foundry Place LLC now presents the attached wide pedestrian sidewalk easement on 88-99 Foundry Place to the City Council for acceptance. This easement has been reviewed for form by the Legal and Planning Departments, and it is now recommended that the City Council authorize the City Manager to accept this easement to fulfil the land use approvals granted by the Planning Board.

Foundry Place LLC also presents the attached Warranty Deed to Lot 2 for acceptance by the City Council. The Legal and Planning Departments have reviewed this document and recommend that the City Council authorize the City Manager to accept the attached Warranty Deed from DSA. This Warranty Deed is subject to 18 encumbrances previously approved by votes of the City Council in 2016 and 2020, and by two votes of the Planning Board in 2018.

**Proposed Motion:** Authorize the City Manager to accept and record a community space deed over 88-99 Foundry Place and a Warranty Deed for Lot 2 in substantially similar form to the deeds from Foundry Place LLC contained in the agenda packet.

Attachments (2)

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

After recording, return to:  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

THIS TRANSFER IS EXEMPT FROM THE REAL ESTATE  
TRANSFER TAX PURSUANT TO RSA 78-B:2, I

**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that **FOUNDRY PLACE, LLC**, a New Hampshire limited liability company (“Grantor”), with an address of 157 Deer Street, Portsmouth, New Hampshire 03801, for consideration paid, grants to **CITY OF PORTSMOUTH, NEW HAMPSHIRE**, a municipal corporation (“Grantee”) with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801, with WARRANTY COVENANTS, a certain tract or parcel of land, with buildings and improvements thereon, if any, located in the City of Portsmouth, County of Rockingham and State of New Hampshire, which land is more particularly bounded and described on Exhibit A attached hereto and incorporated herein by reference (the “Premises”),

SUBJECT TO those matters and encumbrances described on Exhibit B attached hereto and incorporated herein by reference.

Meaning and intending to describe and convey a portion of the premises conveyed to Grantor by Deer Street Associates by Quitclaim Deed dated December 12, 2017 and recorded in the Rockingham County Registry of Deeds at Book 5878, Page 2856.

[signature page follows]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**FOUNDRY PLACE, LLC,**

By its Manager,

GL Rogers and Company, Inc.

\_\_\_\_\_  
By: Kim S. Rogers

Its: President

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Kim S. Rogers, as President of GL ROGERS AND COMPANY, INC., a New Hampshire corporation and the manager of FOUNDRY PLACE, LLC, a New Hampshire limited liability company, on behalf of said corporation and limited liability company.

\_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires:

*(Affix Seal)*

**Exhibit A**  
Legal Description

A certain tract or parcel of land located in the City of Portsmouth, County of Rockingham and State of New Hampshire, depicted as **Lot 2** on a certain plan entitled "Consolidation & Subdivision Plan – Tax Map 125, Lot 17 & Tax Map 138, Lot 62 – Deer Street Associates – Bridge, Deer & Hill Streets – City of Portsmouth, County of Rockingham, State of New Hampshire – Scale 1" = 50' " dated July, 2015 and last revised 5/18/16 recorded in the Rockingham County Registry of Deeds as Plan D-39699 (the "Consolidation and Subdivision Plan"), said tract being more particularly bounded and described as follows:

Beginning at an iron rod at the southerly corner of the parcel herein described on the northwesterly side of Foundry Place, so called, said point being the easterly corner of land now or formerly of the City of Portsmouth; thence running along land now or formerly of said City N 46°53'58" W a distance of 38.87 feet to a railroad spike; thence turning and running still along land now or formerly of said City S 43°06'02" W a distance of 22.52 feet to a railroad spike; thence turning and running still along land now or formerly of said City N 46°53'58" W a distance of 93.44 feet to a railroad spike and land now or formerly of Boston & Maine Corporation; thence turning and running along land now or formerly of said Boston & Maine Corporation N 43°06'02" E a distance of 71.00 feet to a railroad spike and other land now or formerly of Deer Street Associates; thence turning and running along other land now or formerly of said Deer Street Associates S 46°53'58" E a distance of 132.31 feet to a railroad spike and the northwesterly side of Foundry Place, so called; thence turning and running along the northwesterly side of Foundry Place, so called S 43°06'02" W a distance of 48.48 feet to a railroad spike and the point of beginning, the above described parcel of land having an area of 8,519 square feet, more or less.

**Exhibit B**  
Encumbrances

1. Restrictions contained in the deed from Boston and Maine Corporation to John M. Goodwin contained in the deed recorded in the Registry at Book 2199, Page 434 regarding the construction and maintenance of an office as described therein, as modified and amended by the Amendment and Relocation Agreement dated March 22, 2016 and recorded in the Registry at Book 5701, Page 2460.
2. Restrictions contained in the deed from Boston and Maine Corporation to Deer Street Associates contained in the deed recorded at Book 2602, Page 564 regarding vehicular and pedestrian ingress and egress to and from Bridge Street and/or Daniel Street as described therein, as modified and amended by the Amendment and Relocation Agreement dated March 22, 2016 and recorded in the Rockingham County Registry of Deeds at Book 5701, Page 2460.
3. Restrictions contained in the deed from Boston and Maine Corporation to Deer Street Associates contained in the deed recorded in the Registry at Book 2602, Page 564, as modified and amended by Release Deed dated August 25, 2016 and recorded in the Registry herewith and which specifically provides relating to Book 2602, Page 564, and which is limited solely to the encumbrance referenced in paragraph 2 above, and to the following encumbrance: "By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises." The document also provides that Boston and Maine Corporation further covenants and agrees with said Deer Street Associates, its successors and assigns, that any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises, if any, may be relocated as determined by Deer Street Associates, and its successors and assigns, in its/their sole discretion from time to time within the Premises (as defined in the Deed) and/or said Lot 1, Lot 2, Lot 3 and Lot 4 as shown on the Plan, which relocation shall be at the sole option, cost, and expense of the said Deer Street Associates, its successors and assigns.
4. Restrictions contained in the deed from Boston and Maine Corporation to Deer Street Associates contained in the deed recorded in the Registry at Book 5631, Page 2429 as modified and amended by Release Deed dated August 25, 2016 and recorded in the Registry herewith and which specifically provides, and which is limited solely to the following encumbrances: "5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises. And 6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement

actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation - - and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended)." The document also provides that Boston and Maine Corporation further covenants and agrees with said Deer Street Associates, its successors and assigns, that any and all underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises, as described in covenant paragraph 5 of the Deed recorded at Book 5631, Page 2429, if any, may be relocated as determined by Deer Street Associates, and its successors and assigns, in its/their sole discretion from time to time within the Premises (as defined in the Deed) and/or said Lot 1 as shown on the Plan ("Lot 1"), which relocation shall be at the sole option, cost, and expense of Deer Street Associates, its successors and assigns.

5. Restrictions contained in the deed from Boston and Maine Corporation to Deer Street Associates contained in the deed recorded in the Registry at Book 5453, Page 138 as modified and amended by Release Deed dated August 25, 2016 and recorded in the Registry herewith and which specifically provides and which is limited solely to the following encumbrance: "6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation - - and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended)."
6. Rights of the City and the public in and to existing sewer and storm water lines as presently exist.
7. Easement to Public Service Company of New Hampshire recorded in Book 3017, Page 615.



8. Notice of Condemnation to the City of Portsmouth in Book 5433, Page 1050.
9. Reservations contained in the deed to Portsmouth and Concord Railroad recorded in the Rockingham County Registry of Deeds at Book 333, Page 416, to the extent applicable to the Premises conveyed herein and without abrogation of the Grantor's and/or Grantee's rights to affirmative coverage in title policies issued this date and related thereto.
10. Rights of way as contained in the deed to Charles H. Walker recorded in the Registry of Deeds at Book 932, Page 349, to the extent applicable to the Premises conveyed herein. See also Reservations and rights of way contained in the deed to Harold S. Wood recorded in the Registry at Book 829 Page 130, to the extent applicable to the Premises conveyed herein. See also Plan 00389.
11. Subject to such state of facts as appear on "ALTA/NSPS Land Title Survey, Portion of Tax Map 138 Lot 62 & Tax Map 125, Lot 17, Owner of Record: Deer Street Associates, P.O. Box 100, York Harbor, ME 03911, Property Located at 165 Deer Street and Hanover Street (Off Rock Street), City of Portsmouth, County of Rockingham, State of New Hampshire" Scale 1" = 50', dated April, 2016 by Ambit Engineering, Inc., Civil Engineers & Land Surveyors, 200 Griffin Street, Unit 3, Portsmouth, NH 03801-7411. To the extent the referenced ALTA/NSPS plan lists, shows or locates Exceptions from a First American Title Commitment described thereon, the exceptions contained in this Exhibit B Encumbrances control for the purpose of this Exhibit B.
12. Reservations and exceptions set forth and described on Exhibit B "Access Easement" of the Warranty Deed from Deer Street Associates to the City of Portsmouth dated September 9, 2016 and recorded in the Rockingham County Registry of Deeds at Book 5751, Page 1470.
13. Matters noted, depicted or shown on the Consolidation and Subdivision Plan.
14. All other matters of public record, to the extent they affect the Premises, as of September 9, 2016.
15. Matters noted, depicted or shown on the plan entitled "Easement Plan Tax Map 125 – Lot 17 and Tax Map 125 – Lot 17-1, Owner: Foundry Place, LLC" dated July 2018, as revised, prepared by Ambit Engineering, Inc. and recorded in the Rockingham County Registry of Deeds as Plan #D-42090.
16. Declaration of Easements and Restrictive Covenants from Foundry Place, LLC to Foundry Place Hotel Owner, LLC dated June 17, 2020 and recorded in the Rockingham County Registry of Deeds at Book 6138, Page 1455, as affected by the Release of Enforcement Rights dated October 29, 2021 and recorded in said Registry at Book 6347, Page 1857, and together with Declaration of Temporary Construction Easement to be recorded at the Rockingham County Registry of Deeds pursuant to Section 1.16(c) of the Declaration of Easements and Restrictive Covenants.

17. Matters noted, depicted or shown on the plan entitled "Overall Site Plan" dated November 30, 2018, as revised, prepared by Gorrill Palmer and recorded in the Rockingham County Registry of Deeds as Plan #D-42450.
18. Existing encroachments, if any, from Lot 1.

Return to:  
 City of Portsmouth  
 Legal Department  
 1 Junkins Avenue  
 Portsmouth, NH 03801

EASEMENTS FOR PUBLIC ACCESS TO COMMUNITY SPACE  
 (SIDEWALK)

FOUNDRY PLACE, LLC, a Delaware limited liability company with an address of 157 Deer Street, Portsmouth NH 03801, Portsmouth, New Hampshire 03801, (“Grantor”) and for consideration of One Dollar (\$1.00) paid by the City, and other good consideration, receipt of which is acknowledged by Grantor, grants unto the CITY OF PORTSMOUTH, a municipal corporation, having an address of 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (“City”), an easement for public access to and use of community space as set forth herein as pedestrian sidewalks.

WHEREAS, Grantor acquired a tract of land located on Hanover Street, Portsmouth, Rockingham County, New Hampshire by Quitclaim Deed of Deer Street Associates dated December 12, 2017, and recorded at the Rockingham County Registry of Deeds at Book 5878, Page 2856, and depicted as Lot 6, on a plan entitled "Consolidation & Subdivision Plan – Tax Map 125, Lot 17 & Tax Map 138, Lot 62 – Deer Street Associates – Bridge, Deer & Hill Streets – City of Portsmouth, County of Rockingham, State of New Hampshire – Scale 1” = 50’ “ dated July, 2015 and last revised 5/18/16, and recorded at the Rockingham County Registry of Deeds as Plan D-39699 (the “Property”);

WHEREAS, reference is made to a plan entitled “The Residences at Foundry Place Community Space – Tax Map 138 – Lot 62” for property owned by Foundry Place, LLC, for the benefit of the City of Portsmouth, and located at and known as Foundry Place, Portsmouth, Rockingham County, New Hampshire, and recorded in the Rockingham County Registry of Deeds as Plan # \_\_\_\_\_ (the “Community Space Plan”);

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), to be paid by the City, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, Grantor conveys the following easement, located in the City of Portsmouth, County of Rockingham, State of New Hampshire (the "Easement"):

1. Pedestrian Sidewalk Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right and easement upon, over and across a sidewalk, including any approved landscaping therein, identified on the Community Space Plan as "Wide Pedestrian Sidewalk" and running along Foundry Place, consisting of \_\_\_\_\_ square feet, more or less, in a manner that will permit free and unobstructed use by pedestrians and non-motorized vehicles for travel along the perimeter of the Property as shown on the Community Space Plan.

The Easement granted herein shall be subject to any electric and telecom easements shown on the Community Space Plan (and all other uses not inconsistent with the use of the easement area as a public sidewalk), and to the following terms and conditions:

1. Terms of Public Use: The public use permitted by the Easement shall be governed and determined at the sole discretion of the City, as expressed by the City Manager or the highest ranking administrative officer of the City, subject to the terms and conditions of the Easement. The City shall provide reasonable notice to the Grantor of an extraordinary event to be scheduled for the easement areas but failure to do so shall not result in termination of this Easement.
2. Rights to Private Property: This Easement does not convey any right to the public to access or utilize the private property of the Grantor outside the easement areas.
3. Maintenance: Maintenance of the easement areas shall be the sole responsibility of the Grantor, its successors or assigns. The City shall have the right, but not the obligation, to access the easement areas for the purpose of maintenance, repair or replacement, after providing reasonable notice to the Grantor of the scope and cost of such work, all as reasonably determined by the City. Such maintenance costs incurred by the City shall be at the sole expense of the Grantor, its successors and assigns.
4. Covenants Run with the Land: All rights, privileges, obligations, and liabilities created by this instrument shall inure to the benefit of and be binding upon the heirs, devisees, administrators, executors, successors, and assignees of the Grantee and of the Grantor, the parties hereto, and all subsequent owners of the Property, and shall run with the land.

5. City Ordinance Application: Any use, public or private of the sidewalk easement areas shall be subject to and comply with the City Ordinances.
6. Notices. Any notice, demand, request, or other communication that either party desires or is required to give to the other under this instrument shall be in writing and either served personally or sent by United States mail, postage prepaid, certified, return receipt requested, and shall be mailed to the parties at the following addresses:

To Grantor:

Foundry Place, LLC  
157 Deer Street  
Portsmouth, NH 03801

(or as listed and at the address shown on the City's current Tax Records)

To City:

City Manager (or the highest ranking administrative officer)  
City of Portsmouth, New Hampshire  
1 Junkins Avenue  
Portsmouth, NH 03801

(or to such other address as City notifies Grantor in accordance with the terms hereof)

7. Amendment. Grantor and Grantee may mutually agree to amend or modify this Easement, provided that any such amendment or modification is approved by the City Council at a noticed public hearing, in writing and signed by both parties, consistent with the purpose and intent of the Portsmouth Zoning Ordinance. No amendment or modification of this Easement shall take effect unless and until it is recorded in the Rockingham County Registry of Deeds.
8. Costs and Liabilities. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend the City of Portsmouth, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Grantor, relating thereto. Without limiting the foregoing, the City of Portsmouth shall not be liable to Grantor or any other person or entity in connection with any entry upon the Property pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threaten against Grantor or any other person or entity, except as such claim, liability, damage, or expense is the result of the City of Portsmouth's, its agents or employee's negligence or willful misconduct.
9. Applicable Law. This instrument shall be construed and interpreted according to the substantive law of the State of New Hampshire.

10. Easement to Bind Successors. The provisions of this Easement shall be binding upon and inure to the benefit of Grantor and its successors and assigns. The Easements shall be appurtenant to, and for the benefit of, Grantee and shall run with title to the Property and shall continue in perpetuity.

Meaning and intending to convey an easement over a portion of the Property conveyed to the Grantor by Quitclaim Deed of Deer Street Associates dated December 12, 2017, and recorded on December 13, 2017 at the Rockingham County Registry of Deeds at Book 5878, Page 2856.

This is an exempt transfer pursuant to RSA 78-B:2(I)

IN WITNESS WHEREOF, Grantor and City have executed this Easement as set forth, below.

Grantor:

FOUNDRY PLACE, LLC

By its Manager,  
GL Rogers and Company, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Kim S. Rogers  
Its: President

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Kim S. Rogers, as President of GL ROGERS AND COMPANY, INC., a New Hampshire corporation and the manager of FOUNDRY PLACE LLC, a New Hampshire limited liability company, on behalf of said corporation and limited liability company.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:  
*Affix Seal*

City:

CITY OF PORTSMOUTH, NEW HAMPSHIRE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Karen S. Conrad, City Manager Per vote of  
the City Council on \_\_\_\_\_, 2020.

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Karen S. Conrad, as the duly authorized City Manager of the City of Portsmouth New Hampshire.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

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# MEMORANDUM

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**TO:** Karen Conard, City Manager

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

**DATE:** September 12, 2022

**RE:** City Council Referral – Projecting Sign  
Address: 135 Market Street Unit G  
Business Name: Good Dog Gallery  
Business Owner: Lisa DeGloria

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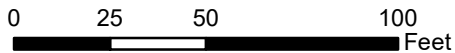
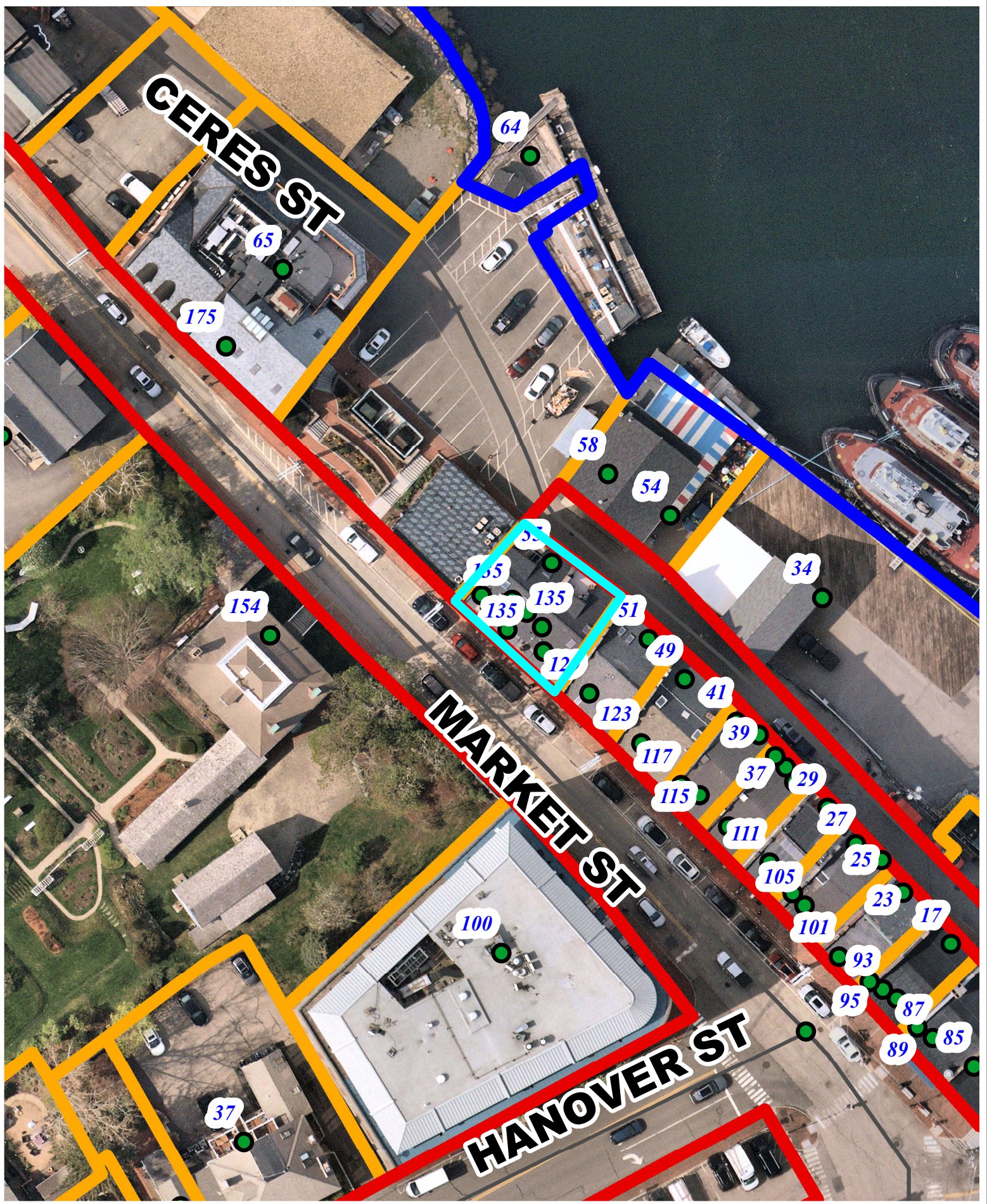
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 42” diameter  
Sign area: 9.6 sq. ft.

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

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the 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  
135 Market Street Unit G**



**Good Dog Gallery**  
135 Market Street. UNIT: G  
Portsmouth, Nh 03801



Submitted by: Lisa DeGloria    Owner: Good Dog Gallery    603 422-9232

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Good Afternoon Karen, Jessica & Tim,

I am writing on behalf of the Seacoast Paddleboard Club (SPC) to seek your approval to host our 5th Annual on **Sunday, October 30, 2022**, from **10:00 am to 11:30 am at the Peirce Island Boat Ramp**.

This event, which typically attracts 20 - 30 paddlers, serves as a fundraiser for the Portsmouth Halloween Parade. We will once again have an insurance binder created for this event naming the City as additionally insured as we did last year.

If you have any questions or recommendations, please let me know. If you'd prefer to speak with me by phone, I can be reached at 603.498.8198.

Thank you for your time and consideration.

Respectfully,

Chris Carragher

**Chris Carragher | Founder & Board Member**

**Seacoast Paddleboard Club**

**e:** [Chris@SeacoastPaddleboardClub.com](mailto:Chris@SeacoastPaddleboardClub.com) |

**w:** [www.SeacoastPaddleboardClub.com](http://www.SeacoastPaddleboardClub.com)

**p:** 603.498.8198





September 12, 2022

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

Dear Mayor McEachern and Council:

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

- **First Night Portsmouth 2023**  
Saturday, December 31, 2022.  
Activities proposed:  
Outdoor:  
Ice Sculpture – Market Square/North Church  
Fireworks – South Mill Pond – 7:30pm (Parrott Avenue plus various lot closures for fire safety zone)  
Street closures – Church Street @ Congress Street – 1pm to 10pm (assembly of ice sculpture, heavy pedestrian traffic)  
Indoor:  
Performances in North Church, South Church, and Temple Israel
- **Children's Day**  
Sunday, May 7, 2023; Noon – 4pm.  
Street closure: 11am – 4:30pm – Pleasant Street: State Street to Market Square, no parking on Market Street – Bow Street to ISSCo. parking lot entrance (creates an extra pedestrian "lane.")
- **46<sup>th</sup> Annual Market Square Day Festival & 10K Road Race**  
Saturday, June 10, 2023; 9am – 4pm  
Street closures – Downtown streets from 4am – 7pm.  
Race course – 9am start in Market Square  
Rolling closures along the course, with Marcy Street between Mechanic & Court  
Streets closed to traffic from 7:30am – 11am (finish line)

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

- **20<sup>th</sup> Annual Summer in the Street**  
Saturday evenings 5:30pm – 8:30pm – July 1, 8, 15, 22, 29.  
Street Closures: 4pm (set up) – 9pm (clean up) – Pleasant Street – Porter Street to Market Square.

**First Night Support:**

We respectfully request the City's financial support to defray the costs of the free elements of the event. As was the case in prior years, we ask that the City join us as a sponsor in support of the fireworks' display in the amount of \$3,000. We would acknowledge the City of Portsmouth as an official sponsor of the fireworks.

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

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

Thank you in advance for your consideration.

Best regards,



Barbara Massar  
Executive Director

cc: Karen Conard, City Manager

# City of Portsmouth

*Department of Public Works*



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## MEMORANDUM

TO: PSNH dba Eversource Energy and Consolidated Communications Northern New England Company LLC

FROM: James W. Murray, Special Projects Coordinator

DATE: June, 7<sup>th</sup>, 2022

SUBJECT: PSNH Pole Petition Request: 63-0696,

STATUS: Approval with correction.

**The attached documentation is a request for Licenses 63-0696. A proper evaluation for acceptance has been completed and recommended for approval for all requested locations. The Pole Location Plan that was provided describes Pole Number 145/28 as being on Peverly Hill Rd. but due to updates the actual pole is marked 145/27Y as shown on the Location Plan maps with handwritten change and approved by Nick Kosko, Eversource Field Supervisor. After reviewing and updating pertinent information, Pole Numbers 145-27Y, 147-39, 147-40 and 147-40PB (Pole Brace for Pole 147-40), it was determined that these installations pose no unacceptable impacts to existing City infrastructure. The location of the installation is shown on the attachment titled The Pole Location Plan along with site pictures.**

cc: Peter Rice, P.E. Director of Public Works  
Kelli Barnaby, City Clerk  
David Desfosses, Engineer



**PETITION AND POLE LICENSE**

**PETITION**

Manchester, New Hampshire

April 26, 2022

To the City Council of the City of Portsmouth New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba Consolidated Communications – NNE, request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License four ( 4) pole(s), 145/28 on Peverly Hill Rd, 147/39, 147/40, 147/40PB located on Elwyn Rd in the City of Portsmouth.

Northern New England Telephone Operations LLC  
dba Consolidated Communications – NNE

Public Service Company of New Hampshire,  
dba Eversource Energy

BY: Francis Lorello

BY: Alaina Bailey  
Alaina Bailey, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 17th day of September, 2018, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba Consolidated Communications – NNE be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE and Northern New England Telephone Operations LLC, dba Consolidated Communications – NNE No. 63-0696, dated 7/26/2018, attached hereto and made a part hereof.

City of Portsmouth, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the City of Portsmouth, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Town Clerk

ADDENDUM PER RSA 231:163

- 1) All licensee(s) and any other entity using and/or occupying property of the City pursuant to a license, lease or other agreement shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date.
- 2) All licensee(s) and any other entity using and/or occupying property of the City shall provide for the payment of properly assessed real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the city; and
- 3) Failure of the licensee(s) and any other entity using and/or occupying property of the City to pay duly assessed personal and real taxes when due shall be cause to terminate said agreement by the lessor.

The changes to the licenses, leases and other agreements set forth in the preceding paragraphs shall remain in effect until changed in accordance with the requirements of RSA 231:163.

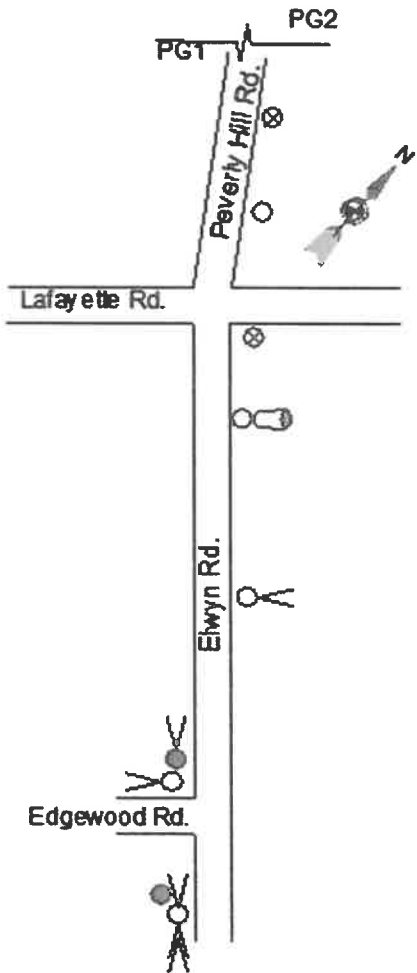
**Approved by City Council:**



# POLE LOCATION PLAN

EVERSOURCE and DATE	<u>07/26/2018</u>	LICENSE NO.	<u>63-0696</u>
MUNICIPALITY:	<u>Portsmouth</u>	STATE HWY. DIV. NO.	<u>6</u>
STREET / ROAD:	<u>Peverly Hill Rd, Elwyn Rd</u>	STATE LICENSE NO.	<u></u>
PSNH OFFICE:	<u>Portsmouth</u>	WORK REQUEST#	<u>3031452</u>
PSNH ENGINEER:	<u>Nick Kosko</u>	WORK FINANCIAL #	<u>9P820206</u>
TELCO ENGINEER:	<u>Consdine</u>	TELCO PROJECT #	<u>n/a</u>

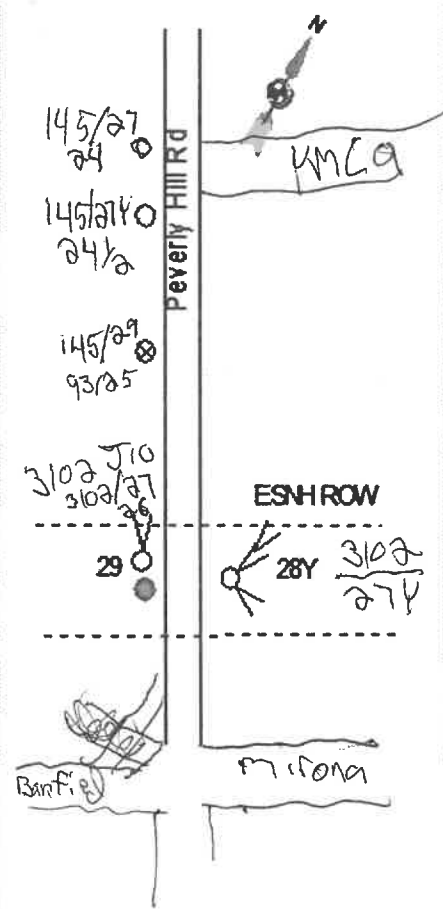
Pole Numbers		Pole	Eq	INSTALL	REMOVE	REF	100% LTS	J/O	100% TEL	Dist. from:	Span	Remarks	Help	sec	REC
LTS	TEL	Sz-C	BH	POLE	PB										
145 47											215	Ref Pole			M
145 48		50-2									110	Inst new JO pole			M
146 64	907 19										110	Ref Pole			M
147 40		55-1	LTS								100	Inst LTS pole 43.045502, -70.77215			M
147 40PB		45-2	LTS									Inst PB pole			
147 39	61 47	50-2	JO								150	Inst JO pole Tel to remove 43.04490, -70.77174			M
147 38	61 46	40-4 50-2	JO								180	Inst/Rmv JO Pole 43.04471, -70.77115			M
147 37	61 45	35-4 50-1	JO								150	Inst/Rmv JO Pole and anc 43.0445, -70.77056			M



# POLE LOCATION PLAN

EVERSOURCE and DATE	<u>07/26/2018</u>	LICENSE NO.	<u>63-0696</u>
MUNICIPALITY:	<u>Portsmouth</u>	STATE HWY. DIV. NO.	<u>6</u>
STREET / ROAD:	<u>Peverly Hill Rd, Elwyn Rd</u>	STATE LICENSE NO.	<u></u>
PSNH OFFICE: PSNH ENGINEER:	<u>Portsmouth Nick Kosko</u>	WORK REQUEST# WORK FINANCIAL #	<u>3031452 9P820206</u>
TELCO ENGINEER:	<u>Consdine</u>	TELCO PROJECT #	<u>n/a</u>

Pole Numbers		Pole	Eq	INDICATE POSITION WITH AN ARROW										Span	Dist. from	Remarks	Doc. No.		
LTS	TEL	Sz-CI	BH	INSTALL POLE PS	REMOVE	REF	100% LTS	JO	100% TEL										
145 28		45-2	JO														last new JO Pole 43.04593, -70.77899	M	
145 29																		Ref Pole	
3102 29		55-2	LTS															last/Rev LTS WRC Pole 43.04528, -70.77880	R
3102 28Y		55-1	LTS															last New WRC pole 43.0452, -70.77678	R



1 4 5 EVER SOURCE 2 7 Y

2 4 1/2 CCC











147 / 39



Jun 9, 2022, 2:08 PM





Jun 9, 2022, 2:06 PM





Jun 9, 2022, 2:08 PM





Jun 9, 2022, 1:56 PM



CITY COUNCIL E-MAILS

Received: August 22, 2022 (after 5:00 p.m.) – September 15, 2022 (before 9:00 a.m.)

September 19, 2022 Council Meeting

**Submitted on Wed, 08/24/2022 - 11:31**

**Full Name**

Michael Casino

**Email**

[casinom@comcast.net](mailto:casinom@comcast.net)

**Subject**

Action on growing threat from supremacist/hate groups

**Address**

Bow St

**Message**

To the City Council

I am writing because I have become very concerned, like most thoughtful people in this community and country, about the growing spread of hatred and intolerance that is increasingly creeping onto our streets both in plain sight and in the shadows. I am referring to the white supremacists and similar groups that have become more bold and brazen in spreading their messages of hate and who are receiving support from some politicians in our highest levels of government.

I think we as a community need to take a more proactive approach to responding to these groups rather than being reactive to their ongoing hit and run tactics. I would ask that the City Council consider taking the following actions in order to make it clear that Portsmouth opposes any such sentiment along these lines.

1. I would like to see the council adopt a resolution that clearly states Portsmouth welcomes people of all races, creeds, and genders, and rebukes any sentiment to the contrary
2. I would like to see some type of signage (eg. banners, reader boards, etc.) placed at various entrance points into the community expressing this same sentiment that all are welcome in Portsmouth
3. Whenever we are aware ahead of time that supremacist or neo-Nazi groups will be gathering to confront some activity or members of the community I think the council should require a strong police presence be made available to confront these groups and help members of the community and counter-protesters feel safe to gather

I'm not sure if the council has taken any actions along these lines and if I have missed them I apologize. However I don't think we can do too much to make it clear how we feel about these bad actors and we cannot stand by and allow them to grow any stronger than they already have.

Thank you for your consideration.

Mike Casino

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

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**Submitted on Fri, 08/26/2022 - 07:40**

**Full Name**

Robin Lurie-Meyerkopf

**Email**

[talkinrobin5@gmail.com](mailto:talkinrobin5@gmail.com)

**Subject**

City outdoor pool

**Address**

53 Whidden St

**Message**

Dear City Council. First of all thanks for all the work you do in our city. I wasn't able to attend the last meeting but wanted to let you know I agree with your stance on the outdoor pool. What a resource for our city! I go multiple times over the summer and it's always packed with people having fun. I love that this resource is getting renovated. A few points. While I agree the pool shouldn't be moved should we look at some plans that would include alternative energy designs? In thinking about the pool house will there be a concessions stand? Lost opportunity for the city! If not how about a food truck? Lots of hungry people who would spend money to get a bite to eat. Thanks for your effort in this project.

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

**Submitted on Fri, 08/26/2022 - 12:55**

**Full Name**

Amanda Kazen

**Email**

[amanda.kazen@constructconnect.com](mailto:amanda.kazen@constructconnect.com)

**Subject**

31 Raynes Ave & 203 Maplewood Ave

**Message**

Good morning,

I am reaching out about this mixed-use project at 31 Raynes Ave & 203 Maplewood Ave. I understand there is a lawsuit or was going to be one. Is everything on hold or has the application been withdrawn?

Thank you,

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

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**Submitted on Mon, 08/29/2022 - 15:43**

**Full Name**

Seacoast NAACP Youth Council

**Email**

[nnokidding@aol.com](mailto:nnokidding@aol.com)

**Subject**

Hate Groups in the Seacoast

**Address**

Po Box 1261

Portsmouth, New Hampshire. 03801

**Message**

Dear Councilors,

We would like to first introduce ourselves as members of NAACP, Seacoast Youth Council. Our council's mission is to elevate youth's voices to address systemic issues around the Seacoast area.

It has been brought to our attention that a White nationalist hate group has demonstrated for White supremacy on July 8th, 2022 in Kittery, ME. The term White supremacy is an ideology believing that White people are superior to all other races. This is what the White nationalists were advocating for, as their sign read "Keep New England White". The diction used in this sign is dehumanizing to not only people of color, but to the White citizens of the Seacoast Area. It is sending out a message that New England belongs to White people when it has been stolen from indigenous peoples and benefitted off from the exploitation from people of color.

We are absolutely appalled by the presence of White nationalist hate groups in our home town - in our community. When we learned of the presence of White supremacists in Kittery, Maine, our first reaction was genuine fear. As young people living in New England, seeing a sign that reads "Keep New England White" is quite disturbing, even considering how our society has progressed in matters of social justice. Their presence is not only belittling, but also insulting to the hard work of generations of activists. No person - no matter their race, gender, sexuality, ethnicity, or any aspect of their identity - should have to witness such hate in a place that they consider home.

Unfortunately, this issue didn't come from nowhere, it stemmed from the lack of empathy that is fostered throughout our education system. Racism is something that is taught and not addressing race in our classrooms would only narrow students' understanding of each other. Currently, students of color face microaggressions (a form of discrimination usually due to implicit biases or ignorance) daily in our community's schools. Since most of New Hampshire's and Maine's public schools are predominantly White, this issue is often overlooked and ignored. Students should not have to undergo these burdens, let alone face mortifying White nationalist hate groups.

If we don't address this issue now, it'll only get worse. We will not just sit idly by as individuals threaten our peaceful existence in our home towns. We encourage everyone to view this event as a call to action, as proof that the fight for racial equity is not yet over.

Sincerely,

NAACP, Seacoast Youth Council

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

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**Submitted on Tue, 08/30/2022 - 11:58**

**Full Name**

Ann Birner

**Email**

[ann.birner@gmail.com](mailto:ann.birner@gmail.com)

**Subject**

Attorney Sullivan commentary regarding Trump supporters in Prescott Park

**Address**

77 State St, Unit 303

**Message**

According to this morning's Seacoast Online, Portsmouth's Legal Department has investigated the presence of Trump supporters in Prescott Park and City Attorney Robert Sullivan was interviewed on this topic for the article. In my opinion, his obvious bias renders most of Mr. Sullivan's statements suspect. He spent an afternoon in the park and concluded that "...what most aggravated people (referring to those who have complained about the group's presence and activities) is the mere fact they were supporting Donald Trump." It is reckless, inflammatory, and misleading for our city's legal representative to express such an opinion with no more basis than his own limited observations. If there is any real evidence to back up such a statement, it should be made available to the public.

According to the report, Mr. Sullivan also had this to say: "...at times the presence of the Trump supporters has led to 'bitter verbal exchanges' between the 'individuals who are expressing themselves in the park in support of Donald Trump and more casual park visitors'." What, exactly, is his definition of a "casual" park visitor, and does he somehow rank such a visitor in comparison to a presumed "non-casual" Trump supporter? Do the casual visitor's rights and opinions matter less in such a ranking? And from which side does the bitterness spew forth? One can only speculate that the behavior of the Trump supporters in the presence of the City Attorney and/or Portsmouth Police officers might substantially deviate from that seen without these observers present.

There are many points to be argued before this matter is resolved, but I will leave that to others. Meanwhile, I encourage Mr. Sullivan's potential bias to be evaluated and considered. If my assessment is born out, he should recuse himself or be excused from any further investigation or discussion.

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

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**Submitted on Mon, 09/05/2022 - 12:39**

**Full Name**

Kathleen Somssich

**Email**

[kat03801@gmail.com](mailto:kat03801@gmail.com)

**Subject**

Post Office

**Address**

34 Swett Ave.

**Message**

Hello City Councilors,

I work for Historic New England in the Governor John Langdon House. We have a brand new Regional Site Manager and she came into the museum recently from her office with a most perplexed look and asked if it's true that the only post office in Portsmouth is on Heritage Ave. "Is that even still in Portsmouth?" she asked. I share her annoyance that Portsmouth does not have a downtown post office. Please keep those of us who live and work in downtown in mind when discussing the McIntyre Building. We need a downtown P.O. My husband has talked to the Portsmouth Postmaster and most of the staff and all of them wish to return to downtown.

Thank you for considering my request.

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

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**Submitted on Mon, 09/05/2022 - 17:07**

**Full Name**

Ken Goldman

**Email**

[kgoldman@comcast.net](mailto:kgoldman@comcast.net)

**Subject**

Islington Creek Neighborhood Parking Program (NPP)

**Address**

271 Islington Street

## Message

Dear City Councilors,

Please excuse the length of this email, but, as some of you know, I have a lot of thoughts about the Islington Creek Neighborhood Parking Program (NPP), some of which I have shared with you before. I hope I do have an opportunity to speak to you again before a final decision is made.

I was somewhat taken aback when I watched your discussion of the NPP at the August 22nd City Council meeting, and disappointed that the NPP was continued for an additional three months without input from the neighborhood. I was grateful to Councilor Cook for reminding you that there are people in the neighborhood who oppose the program. I have sat through, and spoken at, many Parking & Traffic Safety Committee meetings and City Council meetings where the NPP was discussed. At these meetings I never heard a groundswell of support for the program, and have heard as many, or sometimes more, people speaking in opposition.

It might be valuable to review the history of the program. It was pushed by a small group of residents who perceived a problem due to downtown workers and tourists parking in the neighborhood. They supported this with anecdotes, mostly from before the opening of the Foundry Place Parking Garage, but no data. The data presented by Parking Director Ben Fletcher has consistently shown that parking levels in the neighborhood do not justify a program and that the program has had minimal impact on the amount of parking available in the neighborhood. As I'm sure you have heard from Mr. Fletcher, typically a parking program is implemented when parking reaches 85% of capacity; in Islington Creek the parking has been consistently below 70%. Additionally, Mr. Fletcher's data has shown that the successful implementation of the Downtown Workforce Parking Program at the Foundry Place Parking Garage has greatly reduced, or eliminated, the problem of downtown workers parking in the neighborhood.

I personally don't believe that the city owes anyone a parking space close to their home. If you buy or rent a home without off-street parking in a neighborhood like Islington Creek, you should understand that you may sometimes have to look for a parking spot and may have to walk a few blocks to your home. That is the reality of living in an urban environment, and that is why we purchased a home with off-street parking. Having said that, even though I rarely park on the street, I resent the idea of having to pay to park in my neighborhood. I feel that, in a sense I already pay for parking; I paid extra for a house with off-street parking, and I pay more in property taxes due to my off-street parking. Somehow it doesn't seem fair to potentially also have to pay to park on the street because other residents chose to buy or rent homes without off-street parking in an urban area.

I suspect that the number of people who will be willing to pay for parking permits is far less than the number of people who have obtained a free permit, and that Mr. Fletcher's assumption of a 15% reduction in participation is low. For instance, we have three cars, so we have three parking permits and a guest permit, though we rarely park our cars on the street. Why three permits and a guest permit? Simply because they are currently free, and they do make parking in the neighborhood a bit simpler. In reality, we could get by with just a guest permit, if that option was available. I don't think that we are unique. I would not be surprised to see a reduction of 50% or more in participation.

Having said all that, I do want to mention an alternative idea that has been discussed before. As far as parking goes, you can divide the Islington Creek neighbor into two sections. The part closest to downtown, from Bridge Street to Brewster Street is denser with more homes that lack off-street parking. Perhaps an NPP would make sense for that area if desired by the residents. An earlier plan contained just these streets, plus all of McDonough Street and the small 72-hour parking lot. Including McDonough Street and the parking lot in that plan would have inconvenienced many to the benefit of a few. Please don't consider the McDonough Street extension if you do consider a modified plan.

Another thought that I had was to leave the 2 Hour Parking signs in place without enforcement. People in Portsmouth will know to ignore the signs. Tourists probably will not and will hopefully park elsewhere.

Finally, I would like to ask some questions: "Does Islington Creek have the most severe parking problem of all the neighborhoods in the City of Portsmouth? If not, why are you considering imposing the cost and continued inconvenience of this program on the residents of this neighborhood, and not all neighborhoods, especially ones that do have the most severe parking problems? Is there any compelling reason (beyond the fact that the signs are already in place) to have an NPP in Islington Creek and not in other neighborhoods? Why are you continuing to single us out for an NPP despite the data presented by the Parking Department?"

At the August 22nd meeting you had discussed a greater, city-wide, parking program. Perhaps it would make more sense to come up with a city-wide program before imposing a permanent program only on the residents of one neighborhood, Islington Creek.

Thank you,

Ken Goldman

271 Islington Street

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

**Submitted on Fri, 09/09/2022 - 08:45**

**Full Name**

Jon Dickinson

**Email**

[jon3425@gmail.com](mailto:jon3425@gmail.com)

**Subject**

Sagamore Sewer Project

**Address**

220 Walker Bungalow Rd

**Message**

The crew from Severeno has been working in front of our house for nearly a month. The crew have been more than courteous and accommodating as neighbors drive through the construction areas. They've demonstrated considerable patience as some in the neighborhood have been less than gracious toward them and seem to lack appreciation for their efforts.

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

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**Submitted on Sat, 09/10/2022 - 10:24**

**Full Name**

Gerald Duffy

**Email**

[gduffy44@gmail.com](mailto:gduffy44@gmail.com)

**Subject**

The homage to Queen Elizabeth II

**Address**

428 Pleasant St., Unit 3

**Message**

Dear Mayor and Councilors:

It meant a great deal to me personally that the recent City of Portsmouth newsletter included a fine tribute from the mayor to the late Queen Elizabeth II. I was five years old when she took the crown. My generation definitely thought of her as "our" queen. I have never been much of a monarchist myself (after all, I became an American citizen!), but over the years I marveled at her complete devotion to her very taxing duties. Departing early from the traditional role of the monarch, she turned the relationship with her people on its head and explicitly dedicated herself, from her heart, to the service of her people, of which I am one.

My own mother died last year just three months short of 100. We were willing her to survive a bit longer because every UK centenarian gets a special birthday letter from the monarch, but her body gave out. However, we do have an award for my mother's war service signed by the then Princess Elizabeth and her father, George VI. That will have to do!

Kudos to the mayor for yet another example of sincere and kind recognition for the living and the dead, from accomplished young local high school athletes to the Queen of England. Portsmouth has connections to the wide world beyond its small-city limits in so many ways. I really don't need more reasons to love my adopted home town more than I already do, but they just keep coming and surprising me! Thanks again for bringing some good faith, and dignity to a time that desperately needs it. That's actually what the late queen did, for seven decades. Now that's a good tradition.

Best wishes,

Gerry Duffy

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

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**Submitted on Tue, 09/13/2022 - 08:48**

**Full Name**

Eriki Anderson

**Email**

[andy42152@aol.com](mailto:andy42152@aol.com)

**Subject**

PDA BOD Meeting

**Address**

38 Georges Terrace

**Message**

Dear Councilors

There is a scheduled meeting of the PDA Board of Directors this Thursday , Sept. 15, 2022 at 8:30 am. In reviewing the agenda there appears to be no items of particular concern for the City of Portsmouth at this meeting and the matters at hand appear to be routine.

There is no update on the development from PROCON / Kane for a aeronautical tenant or from Millionaire on its intentions to build a facility. From the financial report, all business units of PDA appear to be strong. The Division of Ports and Harbors (DPH) is in the midst of a major reconstruction of the main pier at 555 Market St. and planning for improvements at the Portsmouth Fish Pier will be presented. Pease Golf Course operations continues to surge ahead of previous years activities and the airport activity is still dominated by Dept. of Defense (DOD) flights and fuel consumption (69%).

I hope if there are any matters that the City Counsel wishes to bring forward to the PDA BOD you will contact me to accomplish any requests.

With Thanks,

Erik Anderson

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

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**From:** Jeff Johnston <jeffj@cathartes.com>  
**Sent:** Thursday, September 1, 2022 9:46 AM  
**To:** Karen Conard  
**Subject:** Renaming Request North Mill Pond Park

Dear City Manager Conard,  
Please consider adding this request to a future City Council Meeting Agenda.  
Thank you,  
Jeff

Dear Mayor McEachern and Members of the City Council,

Please accept this request to rename the North Mill Pond Park behind 3S Artspace in honor of Mark Stebbins.  
Mark lived in Portsmouth and supported many community efforts to make the City enjoyable and welcoming to all.

If you would like more specifics Mark's contribution and community engagement, I would be happy to elaborate.

Thank you for considering,

Jeff

**Jeff Johnston**  
Principal



Direct: (617) 893-9354  
<https://cathartes.com>

received  
9/8/22

John Whiteman  
26 Foch Ave  
Portsmouth NH, 03801  
April 28, 2022

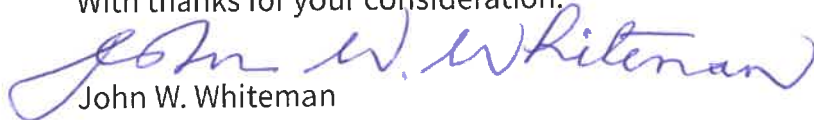
Dear Mayor McEachern and City Council members,

As a longtime homeowner on Foch Avenue in the city's West End I would like to claim the relevant half of a paper street abutting my property. The street in question was recorded as Joffre Avenue when the small neighborhood was sketched out near the end of World War 1 back in 1918. The paper street runs between Foch Ave. and a utility right of way. In all those years it has never been developed.

I would be glad to assist you and the planning dept. with any questions you have and paper plans in my possession.

I believe my neighboring homeowners on the other side of Joffre may submit a similar request.

With thanks for your consideration.

  
John W. Whiteman





RECEIVED

SEP 13 2022

CITY MANAGER  
PORTSMOUTH, NH

**Real Estate Consulting ■ Brokerage ■ Construction Management**

P.O. Box 673

Portsmouth, NH 03802-0673

Phone: (603) 431-3140 Fax: 431-3144

pgweeks@comcast.net

To: Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Denton, Moreau, Bagley, Lombardi,  
Blalock, Cook

September 13, 2022

Re: Parking Agreement Worth Lot

Ladies and Gentlemen

I am writing to you on behalf of Worth Condominium Association 1 in regards to the recorded Parking Agreement for 23 Spaces in the Worth Lot.

At the council meeting of December 20, 2021, the Council referred the letter from Atty Murphy to the Legal Department for a report back. To date no report has been issued nor the issue resolved.

I have been involved since January 2022 and have had many meetings with the Legal Department, City Manager, and the Parking Division, as well as many emails. To date many proposals have been made but none have been acceptable to both sides.

Several changes have been made by the City without City Council approval of those amendments. We want to Amend the agreement and incorporate the changes and have the agreement brought to the City Council for ratification and recording.

We would request if there isn't a satisfactory agreement reached and presented to the Council at the October 4<sup>th</sup> meeting the City Council allow Worth Development to make a presentation to the City Council at the Council meeting of October 24, 2022. At that time the history of these spaces will be outlined for the Council

Warm regards,

A handwritten signature in black ink, appearing to read 'Peter G. Weeks', written over a horizontal line.

Peter G, Weeks

PGW Real Estate Consulting

CC City Legal Department

City Manager Karen Conard

Date: September 14, 2022  
To: MAYOR MCEACHERN AND THE CITY COUNCIL  
From: ASSISTANT MAYOR JOANNA KELLEY, ON BEHALF OF THE LEGISLATIVE SUBCOMMITTEE  
Re: LEGISLATIVE SUBCOMMITTEE'S RECOMMENDATION FOR APPROVAL OF NHMA'S PROPOSED LEGISLATIVE PRINCIPLES AND THE 2023-2024 PROPOSED LEGISLATIVE POLICY POSITIONS

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The Legislative Subcommittee met on Thursday, September 8, 2022 to review the New Hampshire Municipal Association's ("NHMA") Proposed Legislative Principles and the 2023-2024 Proposed Legislative Policy Positions attached. By way of background, before each legislative session begins, NHMA drafts broad legislative principles that guide the creation of legislative policies for its membership to review and approve. The governing body of each NHMA member must vote on whether to support or oppose these Proposed Legislative Principles and the 2023-2024 Proposed Legislative Policy Positions. The Mayor, or his designee, will relay the City's vote on these Principles and Policies at NHMA's Legislative Policy Conference on September 23, 2022. NHMA's Final Legislative Principles and Final Legislative Policy Positions for 2023-24 will be determined by the vote of the majority of its members at the conference. Once adopted, these Principles and Policies will permit NHMA staff to lobby on bills that support the adopted Legislative Principles and Policy Positions during the next legislative session.

At its September 8, 2022 meeting, the Legislative Subcommittee voted to accept and approve the Proposed Legislative Principles. The Committee also voted to accept and approve the NHMA 2023-2024 Proposed Legislative Policy Positions, contingent upon these policies not conflicting with the City's Legislative Principles (attached) with one exception. The Committee recommends that the Council support legislation that authorizes the sale of cannabis and state funding to support local costs associated with legalization but oppose the specific types of permissible funding described under Substance Use, Prevention & Response, NHMA opposes: third position, second bullet, sections (i) through (iv) on pages 3 and 4 highlighted in the copy of the NHMA Proposed Legislative Policy Positions in the Council packet. The Committee did not raise specific objections to any of the other proposed Legislative Principles or Policies. Council members may request to remove any individual Legislative Principle or Policy for discussion and separate vote.

If the City Council votes to approve the NHMA Proposed Legislative Principles and the 2023-2024 Proposed Legislative Policy Positions as recommended by the Legislative Subcommittee, the following motion should be adopted:

**Proposed Motion:** Appoint the Mayor or his designee to act as a delegate at the NHMA Legislative Policy Conference and move to accept and approve NHMA's Proposed Legislative Principles and the 2023-2024 Proposed Legislative Policy Positions as recommended by the Legislative Subcommittee.



## Proposed Legislative Principles

In addition to the established Legislative Policy positions adopted by the New Hampshire Municipal Association membership, the following principles should guide staff in setting priorities during any legislative biennium:

1. Identify and oppose mandates that violate Part 1, Article 28-a of the New Hampshire Constitution.
2. Work to maintain municipalities' share of state-level revenue sources (revenue sharing, meals and rooms tax, highway block grants, municipal bridge, state water and wastewater capital programs, and other state aid). Oppose proposals that reduce revenue unless there is a sustainable identified replacement source. Support efforts that make more sustainable sources for revenue.
3. Advocate to maintain and enhance existing local authority in all areas of local government.
4. Support legislation that provides greater authority to govern more effectively, efficiently, and flexibly at the local level, including local option legislation. If the legislature is considering adopting a program that is particularly controversial at the local level, support a requirement that a local legislative body vote is necessary before full implementation of the measure.
5. Support bills proposed by individual municipal members, except when they conflict with these principles or NHMA's Legislative Policies.
6. Oppose mandated state exemptions from local property taxes without substantial benefits back to municipalities.
7. Advocate for municipal representation on state boards, commissions, and study committees that affect municipal government and have non-legislative members.
8. Work cooperatively with other groups and associations to support efforts to improve the delivery of services at the local level.
9. Support municipal efforts toward effective regional and state cooperation and delivery of municipal and state services.
10. Advocate for local options for economic development and vitality in partnership, including public-private partnerships, with regional and state economic development goals to encourage the overall economic health and social well-being of New Hampshire.
11. Encourage clarity and the elimination of ambiguity in statutory language, especially in areas of decision-making authority.

The legislative principles are not in order of weight or priority. They each carry their own independent value and should be viewed in that fashion when used to determine NHMA's position on a bill or policy.



## 2023-2024 Proposed Legislative Policy Positions

### General Administration and Governance

#### Local Authority and Efficiency

NHMA supports maintaining local government authority without infringement by the state, and supports measures that enable municipalities to exercise existing authority more efficiently and with greater discretion. NHMA also supports state-local partnership and coordination in addressing common issues.

#### **NHMA supports:**

- Legislation granting towns the same authority to adopt ordinances that cities have under RSA 47:17;
- Legislation clarifying that towns that have adopted RSA 49-D have the same powers and authority of municipalities that have adopted RSA 49-C.
- The authority of municipalities to regulate or limit the use of firearms on municipal property, and to regulate the carrying of firearms by municipal employees while on duty;
- Legislation allowing a town, by vote of its legislative body, to authorize appointment of the town clerk or town clerk/tax collector by the governing body, or by the chief executive officer based on a town charter;
- Legislation allowing municipalities to satisfy notice publication requirements through the use of electronic notification rather than newspaper publication, in addition to posting notice in public places.
- Legislation that is supportive of state collaboration with municipalities in addressing homelessness.
- Help ensure the availability of an adequate public sector workforce.

NHMA opposes legislation that detracts from existing local authority.

#### Right-to-Know Law

NHMA supports the purposes of the Right-to-Know Law: to ensure the greatest possible public access to the actions, discussions, and records of all public bodies, and to ensure government's accountability to the people. NHMA also supports measures to make the law clearer and make compliance with public access requirements easier and less burdensome for public officials and employees and less costly for taxpayers.

#### **NHMA supports:**

- Reasonable requirements to make governmental records available electronically if no additional cost is involved;



- The ability to recover reasonable labor costs and other costs for responding to voluminous or excessive record requests;
- Exemptions from disclosure that are easy to administer and that provide appropriate protection for confidential and other sensitive information;
- An expedited and inexpensive process for resolving right-to-know complaints;
- Legislation and funding that provide support for education about the Right-to-Know Law.
- Authority of municipalities to set the meeting locations, conditions, and modalities (including in-person, remote, or combined in-person/remote) for meetings of councils, boards, committees, and commissions.

### **Elections**

NHMA believes that state and local elections should be fair and open, that voting should be simple and convenient without risking election integrity or security, and that election processes should be efficient without imposing undue burdens on local officials.

#### **NHMA supports:**

- Establishment of an independent redistricting commission to draw election districts fairly and without regard to partisan advantage;
- Local autonomy over town and city elections;
- More frequent state review and approval of electronic ballot-counting devices;
- Registration and voting processes that are not unnecessarily complex or burdensome, either to voters or to election officials;
- The use of secure technology such as electronic poll books to make election processes more efficient;
- Greater flexibility in the processing of absentee ballots;
- State assistance for the cost of accommodations for disabled voters in local elections.

### **Labor and Employment**

NHMA recognizes the importance of municipal employees, the need for good working conditions, and the right of employees to organize if they choose. NHMA also believes municipal employers should be free to set reasonable terms and conditions of employment or negotiate the same with their employees or employee representatives, without undue state interference.

**NHMA supports** existing laws governing public employee labor relations, and **opposes** changes that impose greater burdens or liabilities on employers.

#### **NHMA opposes:**

- Legislation creating a mandatory “evergreen clause” for public employee collective bargaining agreements;



- Mandatory binding arbitration as a mechanism to resolve impasses in municipal employee collective bargaining;
- A right to strike for public employees;
- New mandated employee benefits, including any proposal to enhance retirement system benefits that may increase employer costs in future years;
- Unnecessary limits on municipalities' discretion in making hiring decisions;
- Restrictions on municipalities' ability to privatize or use contracted services.

### **Substance Use, Prevention & Response**

#### **NHMA supports:**

- State funding to address substance use disorder for the following efforts:
  - Prevention
  - Treatment
  - Recovery
  - Enforcement;
- Legislation that supports prevention, treatment, recovery, and enforcement efforts.

#### **NHMA opposes:**

- Reductions in state funding for substance use disorder or recovery support programs;
- Legislation that makes it more difficult to address the substance use disorder problem in our communities.
- Legislation that authorizes the sale of cannabis unless the following requirements or conditions are included:
  - The processing, manufacture, refinement or sale of cannabis products in any municipality shall only be permitted after the legislative body of that municipality has adopted the provisions of enabling state legislation permitting such activities--“opt-in, not “opt out.”
  - Legislation that legalizes the sale of cannabis must include provisions for adequate and sustained funding to municipalities to address the costs associated with legalization because municipalities will be the governmental entities that will have to directly deal with the impacts of legalization, including local funding for items such as the following:
    - i. Substance abuse and the costs to provide care to those needing assistance.



- ii. Local police will be the first line of enforcement for underage use, impaired driving and the resultant social problems that are related to use of what is presently a controlled substance.
  - iii. Fire departments and EMS agencies are likely to see an increase in calls for overdoses of those abusing cannabis.
  - iv. The need for a significant enhancement in the DRE (Drug Recognition Expert) Program to ensure local departments can adequately enforce motor vehicle laws related to persons who choose to drive while impaired will be necessary.
- Any legislation allowing for retail establishments for the sale of cannabis or cannabis products shall include a requirement for a host community agreement with the municipality in which a marijuana establishment is located, which may include provisions such as a community impact fee; a limit on the percentage of sales of total gross receipts that are related to cannabis sales; security measures for premises; agreements to fund police details when necessary; for crowd or traffic control; and termination of business provisions.

## Finance and Revenue

### Property Taxes and Related Revenues

NHMA supports legislation that allows municipalities to manage property tax levies in a manner that stabilizes tax rates and ensures equity, fairness, and efficiency in the assessment and collection of property taxes.

#### **NHMA supports:**

- The continuing right of municipalities to use any recognized method of appraisal upheld by the New Hampshire judicial system;
- Legislation to ensure that:
  - property taxes are assessed to the proper owner by requiring that all owner name changes be separately filed at the registry of deeds when such an owner change is not created by a transfer of the property, and
  - all liens, whether of a private or institutional nature, be filed at the registry of deeds, and that all changes to the name of a recorded lienholder be similarly filed;
- A legislative commission to study assessment and collection of property taxes and/or municipal utility fees on manufactured housing on land of another and on transient-type properties;
- Legislation ensuring fairness and accuracy in property tax exemptions including ensuring that all household income and assets are taken into account;



- Legislation that prohibits the use of the income approach by a taxpayer in any appeal of assessed value if the taxpayer refuses to provide such information as requested by the municipality;
- A legislative commission to study reimbursement through payments in lieu of taxes (PILOTs) for municipal services provided to exempt charitable properties, including charitable non-profit housing projects;
- Legislation amending RSA 80:56 to enable municipalities to charge a fee for any financial remittance issued to the municipality that is returned as uncollectible;
- Legislation to lower the abatement interest rate that municipalities pay under RSA 76:17-a from six percent to four percent to align it better with the interest rates on delinquent taxes that were lowered by the legislature in 2019.

**NHMA opposes:**

- Legislation that directly or indirectly increases property taxes, including but not limited to new or expanded mandatory exemptions or credits, or changes in the process for valuing, assessing, or taxing specific classes of properties;
- Legislation that undermines the basic goals of the current use program or reduces the 10-acre minimum size requirement for qualification for current use beyond those exceptions now allowed by the rules of the Current Use Board;
- Legislation that expands the definition of “charitable” in RSA 72:23-l unless the state reimburses municipalities for the commensurate loss of property tax base;
- An assessment methodology for big box stores that employs comparisons to “dark store” properties abandoned or encumbered with deed restrictions on subsequent use.

**State Aid and Non-Property Tax Revenues**

NHMA supports funding of state aid to municipalities, supports legislation authorizing local control over non-property tax revenue streams, and opposes legislation that reduces, suspends, or eliminates existing local taxes, fees, or state aid.

**NHMA supports:**

- Full restoration of revenue sharing under RSA 31-A;
- A state transportation policy that provides adequate and sustainable funding for state and municipal infrastructure and transportation systems and maintains at least the 12 percent share of state highway funds distributed to municipalities;
- Legislation authorizing the establishment of local option fees and providing for periodic adjustments to statutory fees to compensate for factors including, but not limited to, the effects of inflation, such as an increase in the maximum optional fee for transportation improvements;





- Legislation to ensure the collection of unpaid bills for ambulance and other emergency services;
- Reimbursement from the state for the cost of municipal services provided to state-owned properties;
- Legislation amending motor vehicle registration enforcement laws to ensure collection of all state and local registration fees owed by New Hampshire residents;
- Legislation amending RSA 36-A:5 II to allow trustees of trust funds to invest conservation funds instead of only the town treasurer, if voted by the legislative body;

**NHMA opposes:**

- Legislation that would repeal the dedicated fund created to share 30% of state meals and rooms tax revenue with municipalities along with any further reduction to the percentage shared, or any further reduction to the state meals and rooms tax.
- Diversion of state highway funds for state non-transportation network purposes.

**New Hampshire Retirement System (NHRS)**

NHMA supports the continuing existence of a retirement system for state, municipal, school, and county government employees that is secure, solvent, fiscally healthy, and financially sustainable, and that both employees and employers can rely on to provide retirement benefits for the foreseeable future.

**NHMA supports:**

- Restoration of up to 35% of the state's share of employer costs for police, teachers, and firefighters in the current defined benefit plan and any successor plan, with the goal being a 35% re-instatement of the state contribution;
- Inclusion of participation by a municipal official designated by NHMA on any legislative study committee or commission formed to research alternative retirement system benefits plans or designs;
- Performance of an actuarial analysis of any legislation proposing benefits changes or other plan changes that may affect employer contribution rates.

**NHMA opposes:**

- Legislation expanding benefits that increase current or future employer contribution costs;
- Legislation that assesses additional charges on employers beyond NHRS board-approved rate changes;
- Legislation that expands the eligibility of NHRS membership to positions not currently covered by the plan;
- Legislation further restricting a municipality's ability to employ NHRS retirees in part-time positions or the imposition of any fees or penalties associated with such employment.



## **Education Funding**

NHMA supports a revenue structure for funding an adequate education to meet the state's responsibilities as defined by the constitution, statutes, and the common law with revenue sources that are predictable, stable, and sustainable.

### **NHMA supports:**

- A revenue structure that is not disruptive to the long-term economic health of the state;
- A revenue structure that is efficient in its administration;
- A revenue structure that is fair to citizens.

### **NHMA opposes:**

- Retroactive changes to the adequate education funding distribution formula after the notice of grant amounts has been provided to local governments.

## **Infrastructure, Development, and Land Use**

### **Energy, Environment, and Sustainability**

NHMA supports preservation and enhancement of municipal energy, climate, and sustainability planning for communities, protection of the natural environment, and implementation of clean and renewable energy, while recognizing the need for municipalities to manage their resources and the natural environment without undue cost.

### **NHMA supports:**

- Legislation that broadens municipalities' ability to install and use renewable energy sources, including higher caps or elimination of caps on net energy metering;
- Legislation that provides financial and other assistance to municipalities for conservation techniques and installation and maintenance of renewable energy sources;
- Legislation that allows municipalities to adopt local environmental regulations that are no less stringent than those implemented by the state;
- Legislation that enables municipalities to enact measures that promote local energy and land use systems that are both economically and environmentally sustainable;
- Legislation that protects and preserves local natural resources and public infrastructure, builds community resilience, and fosters adaptation to climate change and mitigates its risks;
- Policies that support customer and community choice in energy supply and use competitive market-based mechanisms to promote innovation, cost effectiveness, and sustainability; and
- Legislation that provides state or federal assistance to municipalities to mitigate environmental inequity impacts faced by their residents, and drive early local engagement in decision processes.



**NHMA opposes:**

- Legislation that overrides local determinations of appropriate energy sources and regulations.

**Water Resources Protection, Control, and Management**

NHMA supports measures enabling municipalities to protect, control, and efficiently and safely manage water infrastructure and its resources. NHMA believes the State should support its commitments to municipalities for water infrastructure programs and that any new mandates that impose additional costs on municipalities must be funded by the state or federal government.

**NHMA supports:**

- Legislation that provides state or federal investment in maintaining and improving the state's critical water infrastructure, including, but not limited to, dams, public drinking water systems, wastewater systems, stormwater systems, and surface and groundwater;
- Legislation that encourages regional and innovative solutions to drinking water, wastewater, stormwater, and surface and groundwater issues;
- Regulation of emerging contaminants at appropriate and feasibly achievable levels when supported by relevant scientific and technical standards that are broadly accepted by peer review and cost-benefit analyses, when coupled with appropriate state or federal funding.

**NHMA opposes:**

- Enactment of stricter drinking water, wastewater, stormwater, or surface water and groundwater regulations for municipalities unless any costs of compliance are funded by the state or federal government.

**Solid Waste Management**

NHMA recognizes the need for efficient, economical, and environmentally sensitive mechanisms for solid waste management which allow municipalities to use the most appropriate disposal systems. NHMA believes any new mandates that impose additional costs on municipalities must be funded by the state or federal government.

**NHMA supports:**

- Programs that support municipal, regional, and state strategies to manage solid waste through reduction, reuse, recycling, resource recovery, composting, and other measures, while maintaining local control;
- State programs that address existing and emerging contaminants at no additional cost to municipalities;
- Fees or assessments on solid waste or recycling that are used to provide direct support or enhancement of local or regional solid waste, household hazardous waste, and recycling programs.



## **Housing**

NHMA recognizes the need for diverse and affordable housing in New Hampshire and the responsibility of each municipality to afford reasonable opportunities for the development of diverse and affordable housing. NHMA believes municipalities should have discretion in how to satisfy this responsibility and supports legislation that enables municipalities to find innovative ways to ensure an adequate supply of housing.

### **NHMA supports:**

- Legislation that allows municipalities to require the inclusion of affordable and diverse housing opportunities as part of new housing developments;
- Financial and other incentives to municipalities to encourage development of diverse and affordable housing;
- Statewide efforts to provide housing for those recovering from substance misuse, subject to reasonable municipal regulation;
- Policies that encourage documentation and financial traceability of cash and bartered rental transactions;
- Legislation and policies that encourage creative and flexible approaches to meeting housing needs of current and future demographics in different regions.
- Legislation which promotes a collaborative approach between the state, municipalities, and other key stakeholders to address the state's housing shortage.

### **NHMA opposes:**

- Legislation and policies that allow for or encourage housing practices that exclude people from and decrease the availability of quality, affordable housing;
- Legislation that erodes local control over land use decisions.

## **Land Use**

NHMA supports the long-standing authority of municipalities to regulate land use matters with minimal interference from the state.

### **NHMA supports:**

- Legislation authorizing municipalities to regulate short-term rentals of residential properties, including licensing requirements and health and safety protections;
- Legislation enabling municipalities at their discretion to adopt more recent editions of national/international building and fire codes than the current state-adopted editions.
- Legislation that supports the adoption of more recent editions of the national/international building and fire codes after review and recommendation by the Building Code Review Board and/or the State Fire Control Board.



**NHMA opposes:**

- Legislation that limits municipal control in implementing statewide priorities in zoning and land use regulation;
- New state mandates requiring municipalities to allow specific types of housing;
- All other statewide land use mandates.

**Information Technology, Communications, and Cybersecurity**

NHMA supports initiatives to make the most current information and communication technology accessible to New Hampshire communities, so long as local authority over land use regulation and safety issues is not compromised.

**NHMA supports:**

- Legislation that increases the ability of municipalities, especially those in rural and remote areas, to facilitate and advance access to reliable broadband technology to the premises in their communities;
- Legislation that provides flexibility for municipalities in accessing poles and pole attachments, including legislation that directs the New Hampshire Public Utilities Commission to adopt the FCC rule on access to poles called “One-Touch-Make-Ready” in order to facilitate bringing high-speed fiber optic cable to service all New Hampshire communities, homes, and businesses by internet service providers (ISPs) in an expedient and cost-effective manner;
- Legislation that provides state and federal investment, including grants, for installation of high-speed fiber optic broadband technology to serve all New Hampshire communities, homes, and businesses;
- Legislation that requires or encourages and incentivizes providers to disclose information to local government relative to access and broadband connections provided in the municipality to help municipalities better understand and address the needs of their community;
- State investment in cybersecurity assistance to municipalities to protect data and infrastructure.

**NHMA opposes:**

- Legislation that limits municipalities’ ability to prevent or regulate deployment of technologies that would interfere with the management of the right of way;
- Statewide mandates on cybersecurity practices unless any associated costs are funded by the state or federal government.



## **Transportation**

NHMA supports state policies that ensure access for all users to convenient, efficient, reliable, cost effective, safe, and sustainable multi-modal transportation systems in New Hampshire.

### **NHMA supports:**

- Appropriate funding for state and local modes of transportation, including but not limited aviation, transit, bicycle, and multi-modal facilities;
- Continued state and federal investment in public transportation systems and projects designed to support access to vital services, economic, and recreational opportunities within communities, link communities and regions, and reduce vehicle congestion on New Hampshire's roads;
- Programs and funding sources that would appropriately recover and distribute the impact of vehicles used on local and state transportation infrastructure.

### **NHMA opposes:**

- Any action or inaction by the State that results in the downshifting of maintenance responsibilities for transportation infrastructure (road, bridge, culvert, drainage) to municipalities.

## **Economic Development, Recovery, and Vitality**

NHMA supports allowing municipalities to implement measures to foster economic development which allows for the preservation and creation of jobs and vitality within our communities.

### **NHMA supports:**

- Legislation that allows for local adoption of more options and more flexibility to provide incentives for economic recovery and development;
- Expansion and more flexibility of state tax credit and exemption programs to foster economic recovery, development, and vitality.

### **NHMA opposes:**

- Legislation that makes it more burdensome to implement economic recovery, development, and vitality measures.



## **CITY COUNCIL PRINCIPLES FOR LEGISLATIVE POSITIONS:**

### PRINCIPLES FOR LEGISLATIVE POLICIES

The City Council has adopted Principles for Legislative Positions listed below in order for the Mayor and City Staff to be able to offer testimony to the Legislature in a timely manner on bills of interest to the City. The Principles for Legislative Positions are as follows:

1. Advocate to maintain local authority
2. Authorize local options
3. Support revenue streams to aid municipalities, specifically those that name Portsmouth or will directly support Portsmouth
4. Advocate for municipal representation on state committees
5. Support incentives for regional cooperation
6. Support plans to fund/support infrastructure
7. Support incentives for sustainability and increasing energy efficiency and increasing renewable energy production.
8. Support directing revenues to the purposes for which they are raised
9. Support measures that increase the efficiency of local government operations
10. Maintain and improve health, life and safety issues including protecting the safety of our First Responders
11. Encourage citizens to vote and support eliminating barriers to voting
12. Rely on locally generated financial data for decisions relating to local taxes and assessments
13. Protect local decision making about local zoning
14. Require the State to honor existing financial commitments to communities before new financial commitments are awarded, e.g. infrastructure reimbursements
15. Support the civil rights of individuals and oppose discrimination against any individual because of age, sex, race, creed, color, marital status, familial status, physical or mental disability, national origin, sexual orientation or gender identity
16. Use expertise and research in decision making

17. Support policies that create affordable housing as well as incentives for the construction of affordable housing and oppose any policies that block efforts to create affordable housing
18. Support lobbying efforts of organizations and associations to which the City belongs and supports as a municipality, unless contrary to other city policies
19. Oppose legislation that does not apply scientific and technical standards that are broadly accepted by peer reviewed scientific study and can reasonably be achieved by sustainable best management practices and technology
20. Support legislation that provides education funding based on an equitable and sustainable framework and oppose the return of the donor town concept

**APPROVED AND AMENDED BY CITY COUNCIL FEBRUARY 7, 2022**

# Budget Proposal for a Disc Golf course in Portsmouth, New Hampshire

The following is a Budget estimation written on July 12, 2022. All prices are based on information and pricing available at the time of the proposal. It is likely that costs could be lower when actual quotes are gathered for different areas.

Item	Description	Estimated Cost
Baskets	19 total baskets	<b>\$7125</b>
Basket Sleeves	18 sleeves to allow basket to change location	<b>\$180</b>
Basket shipping	Shipping of baskets and sleeves	<b>\$900</b>
Locks for baskets	Will lock the basket into the sleeve so they can't be taken	<b>\$200</b>
Course Designer	Someone to come and look at the available land to maximize the space for safety and playability.	<b>\$7500</b>
Tee and Rules Sign	Course Information, Rules, and Tee signs	<b>\$1600</b>
Concrete	Concrete to secure baskets in place and to build the 18 tee pads at 5' x 8'	<b>\$3400</b>
Gravel	Gravel to build the 18 tee pads at 5' x 8'	<b>\$1000</b>
Wood	Boards to build tea pads and for signposts	<b>\$450</b>
Construction Materials	Other materials like screws, trash bags, gas for tools	<b>\$400</b>
Tool/Equipment Rental	Shovels, Rakes, Levels, Tampers, Skid Steer/Bobcat rental	<b>\$1500</b>
Total:		<b>\$24,255</b>

**Clarifications:**

**Baskets:** Baskets are generally estimated at \$400 each. Many companies sell quality disc golf baskets, but a bulk purchase of 19 baskets from <https://dynamiccoursedesign.com/hot-dip-galvanized-veteran-basket/> would presumably be \$7125. These baskets provide tournament level quality that are rugged and have a 25 year warranty.

**Basket Sleeves:** Basket sleeves are estimated at \$10 each.

**Basket shipping:** Most bulk purchases of baskets are shipped by freight and this number is an estimation by looking at other companies. \$900 for the baskets and sleeves.

**Locks for baskets:** \$200 for padlocks to lock the baskets into place. This is recommended to secure the baskets against potential vandalism and theft.

**Course Designer:** A general rule of thumb is to put aside \$400 per hole for a course designer. A course designer's job is to utilize the available space and maximize its potential for the sport, while also keeping requirements of the land in mind and making sure above all that the course is as safe as it can possibly be for everyone.

**Tee and Rules signs:** Course Information and layout sign, disc golf rules, and individual tee signs are included. Other signage can add great value, but sign packages can be purchased in bulk like these: <https://dynamiccoursedesign.com/course-equipment/> for the rules and other signs, <https://dynamiccoursedesign.com/course-kiosk-sign-archive/> for the Course Information and layout sign, and <https://dynamiccoursedesign.com/tee-sign-packages/> the "Tee Sign Artwork Packages" option for tee signs with critical information and imagery for the hole. Custom quotes are available for packages.

**Concrete:** 80 lbs bags of concrete for the tee pads and basket installation. This product was used for the math and costs: <https://www.homedepot.com/p/Quikrete-80-lb-Concrete-Mix-110180/100318511> These estimates include an extra 2 bags per tee for potential waste or other mistakes and unused bags can be returned.

28 bags per tee pad = 504 total bags.

2 bags per sleeve installation for the basket = 72 total bags

576 bags total for \$3400

Finally, this is the cost if individual bags were purchased. It is likely that working through a cement company it would be much cheaper.

**Gravel:** .5 cubic feet bags of gravel to put a base down under the concrete for tee pads. The product used for the math and costs: <https://www.homedepot.com/p/Vigoro-0-5-cu-ft-Bagged-All-Purpose-Decorative-Landscape-Rock-54775V/202026926#overlay> These estimates include an extra 2 bags per tee for potential waste or other mistakes and unused bags can be returned.

15.5 bags per tee = 279 bags

279 bags total \$1000

**Wood:** Boards for tee pad frames and signposts. The product used for math and costs: <https://www.homedepot.com/p/2-in-x-4-in-x-8-ft-Prime-Whitewood-Stud-058449/312528776>

each tee pad would have a 5' x 8' frame and would need 4 pieces with 2 of them cut to 5'. The extra from the cut could be used for signposts and potentials bench posts. \$450

**Construction Materials:** Other materials such as screws for the tee pad frames and signposts, trash bags for garbage removal, and gas for rented tools and equipment. \$400

**Tools/Equipment Rental:** tools to install the baskets and tee pads would be needed, for example: shovels, rakes, levels, tampers, tape measures, wheel barrels, and drills. Power equipment such as chainsaw or brush trimmer might be needed for branch removal or foliage trimming. A Skid Steer/Bobcat would also be used to help with digging of the tee pads and the moving of gravel. \$1500

*Budget and proposal written by Andrew Paquette, resident of Portsmouth New Hampshire. For questions and clarification email [Andrew.paquette886@gmail.com](mailto:Andrew.paquette886@gmail.com)*

# Disc Golf Course Proposal for the City of Portsmouth, New Hampshire

## 1. Project Description:

Residents of Portsmouth, NH are proposing the installation of an 18-hole disc golf course be built on available land in the city. Total estimated cost of the project would be under \$25,000.

### *Rationale:*

Few recreational activities offer the high benefit-to-cost ratio of disc golf.

A disc golf course has relatively low up-front costs compared to other recreational facilities; an entire 18-hole disc golf course that serves up to 75 players at one time can be constructed for less than a single tennis court, which only accommodates up to 4 players.

Disc golf also has little to no environmental impact. Disc golf courses are designed to work with the existing space, making use of trees and shrubs as part of the course. Unlike a traditional golf course, disc golf requires only occasional maintenance and requires little to no clearing of land. A disc golf course can make good use of land not suited for other forms of development.

Disc golf is easy to play, making it a very accessible sport. Disc golf can be enjoyed by all community members regardless of age, gender, income, fitness, or physical abilities. Anyone who can throw a Frisbee can partake in disc golf, making this activity kid friendly and affordable—the only cost is a single disc that typically costs around \$10-15. The sport can also be played year-round in any climate, making it a particularly good investment.

Because the sport is so accessible, disc golf is rapidly growing in popularity throughout North America. There are now more than 6,700 disc golf courses in the United States and Canada, nearly all installed by city and county parks departments.

A disc golf course would diversify the recreational opportunities available in Portsmouth while offering a unique opportunity not available anywhere else in close proximity. We strongly believe the construction of an 18-hole disc golf course in Portsmouth would be a popular addition deserving of the city's investment.

### *What Is disc golf?*

Disc golf is played much like traditional golf. Instead of hitting a ball into a hole, you throw a streamlined Frisbee® disc into a supported metal basket. The goal is the same: to complete the course in the fewest number of shots. A golf disc is thrown from a tee area to each basket, which is the "hole." As players progress down the fairway, they must make each consecutive shot from the spot where the previous throw has landed. The trees, shrubs, and terrain changes in and around the fairways provide challenging obstacles for the golfer. Finally, the "putt" lands in the basket and the hole is completed.

### *Who can play?*

The simple answer is that everyone can participate in disc golf. A disc golf course serves a broader portion of the community than many narrower interest activities with higher cost, skill,

or fitness levels required to even begin playing. Men and women, young and old, families with small children -- all can play disc golf. Because disc golf is so easy to understand and enjoy, no one is excluded. Players merely match their pace to their capabilities and proceed from there.

#### *How much does it cost to play?*

The vast majority of courses are located in city or regional parks where citizens can play for free. Most private and some public facilities will charge up to \$5 per day to play, or they earn passive income from annual passes and/or fees to enter the park. The equipment itself is quite inexpensive: discs designed for golf sell for \$10-\$15 each and only one is needed to get started.

#### *What kind of construction would be required?*

The installation of an 18-hole disc golf course would include the construction of concrete tees and the installation of signs and baskets. No foliage would need to be planted and the goal would be to remove the minimum number of trees required, if required at all. One difference between golf and disc golf is that the amount of wide-open space required is not the same. Already existing trees and shrubbery provide a unique challenge for disc golfers of all skill levels. A few branches do usually need to be trimmed or removed near a few tees and baskets, especially near eye level range or for other safety reasons, but largescale clearing of land is typically not a requirement or expectation.

**Tees:** Each hole would have two tees, a short one for novice players and a longer one for advanced players. The novice tees would be grass or gravel, the advanced tees would be made of cement. When possible, tee pads for holes could use existing pavement or gravel areas with painted lines for markings. On the rest, concrete tees 4" thick measuring approximately 5' x 8' would be built flush with the ground. We estimate that a maximum of 18 tees of this size would be required.

**Baskets:** Each playable hole would have a basket mounted on a pipe that slides inside an anchor pipe that gets cemented into a hole measuring approximately 8" in diameter and 18-24" deep. The basket pipe and anchor pipe each have collar tabs that line up and are securely locked with a padlock. Each hole could have 1-2 additional anchors installed so that the basket could be moved to different anchor locations periodically to reduce soil compacting and erosion, plus add some variety for players similar to moving holes around on a golf green. If this route was taken it is estimated that approximately 36 anchors holes would be installed. There would also be an additional basket installed at the beginning of the course to allow for people to practice putting and smaller distance throws without interfering with any other players.

**Signs:** Tee signs are very important to help first time users find their way through the course. Each hole would have a sign indicating the number, length, recommended flight path and par. In addition, a rules sign and information board should be installed before the first hole. The information board would show the course name and specific course and city rules and would be potentially created with natural materials and by local craftsmen. Commercial signs designed for disc golf are also available from several sources.

#### *What maintenance is required for a disc golf course?*



After installation, the maintenance needs for a disc golf course are primarily grass mowing. Unlike weekly mowing usually required for ball fields, mowing for disc golf can be stretched to every three to four weeks (depending on rainfall). And even then, only the fairways need attention. In wooded or forested areas, the amount of maintenance is extremely low. The targets are made of welded steel anchored in concrete and need no regular maintenance. In the unlikely event that one of the targets is damaged beyond repair or stolen, they can be replaced for around \$400. Volunteers can be gathered to undertake an initial cleanup of the course area and then maintain them as trash-free zones. With potentially 2 different anchor placements per hole, wear and tear on any one area is reduced.

#### *How much land is needed?*

An 18-hole course would cover approximately 18-25 acres, depending on design. The rough rule of thumb for total space needed is about one acre per hole. A significant advantage of disc golf is its ability to utilize areas that are not very desirable or usable for other activities such as woods choked with non-native foliage, rocky areas, and slopes. In addition, a disc golf course need not be an exclusive use area -- it can co-exist amicably with other active and passive recreation uses such as hiking, dog-walking, etc. Finally, the relative portability of baskets and signs allows for designated officials to inexpensively relocate the course to another site if the future of the land had availability problems.

## **2. Community Benefit:**

The installation of a disc golf course in Portsmouth would benefit the surrounding community by increasing and enhancing recreational opportunities and be another recreational option for tourists year-round.

*Recreational needs:* A disc golf course would provide an inexpensive form of recreation for people of all age and skill levels and be a much-needed addition to the city of Portsmouth. Disc games, and in particular disc golf, have been a popular recreation in the New England area for many years. Unfortunately, there are currently few disc golf courses in the area with only two 18-hole public courses within 15 miles of Portsmouth. Disc golf is a sport for all people regardless of age, gender, or financial background allowing anyone to learn and play the sport. A disc golf course would give youth in the city a healthy and challenging outlet for their energies. For the growing number of disc golfers on the Seacoast area, the presence of a disc golf course in Portsmouth would reduce the need to travel to play and would give potential disc golf clubs a base from which to further promote the sport. With a base to start from, a disc golf club could be created to help maintain the course and help coordinate events, tournaments, and training sessions for beginners and people that are new to disc golf.

*Conservation:* Disc golf can be an environment-friendly sport. Unlike traditional golf, a disc golf course may not require trees to be removed, grass mowed and watered daily, plants uprooted, or non-native species planted. Many courses can be designed to fit into the existing flora of numerous locations in Portsmouth. The impact of a disc golf course on the surrounding area is minimal. In general, disc golfers tend to take great pride in where they play, helping reduce potential litter on the course and keeping the surrounding area clean and well-kept.

*Economics:* An 18-hole disc golf course with two sets of tees, professional signs and baskets can be purchased and installed for under \$25,000, less than the cost of a single tennis or basketball court. An 18-hole course can serve more than 75 people at any time, compared with a tennis court (4 maximum) or basketball court (10 maximum). And since a disc golf course can be multifunctional, other activities can take place concurrently unlike on a tennis or basketball court.

### **3. Conclusion**

A disc golf course built in the City of Portsmouth would be a highly valued addition to the community. Inexpensive and accessible recreational options are hard to find, and a disc golf course would be an economical addition that can be utilized for years.

If it is decided that a disc golf course would be appropriate for the city, further research and investigation, community input and testimonials can be gathered along with a more detailed and researched budget.

\* DRIVE ELECTRIC NH PRESENTS \*



# THE 3RD ANNUAL PORTSMOUTH EV SHOW



THE EXPO WILL BE HELD AT

**BRIDGE ST. LOT**

11 BRIDGE ST, PORTSMOUTH, NH 03801



**OCT. 02**



10AM - 1PM

WANT TO SHOW YOUR CAR?  
JOSHUA@CLEANENERGYNH.ORG

*PROUDLY PRESENTED BY:*  
CLEAN ENERGY NH

**DRIVE ELECTRIC NH**

[WWW.DRIVEELECTRICNH.ORG](http://WWW.DRIVEELECTRICNH.ORG)

# PARKING and TRAFFIC SAFETY COMMITTEE ACTION SHEET

8:30 A.M. – September 1st, 2022  
Conference Room A

**PRESENT:** **Members:** City Manager Karen Conard, Deputy Police Chief Mike Maloney, Public Works Director Peter Rice, Chairman Andrew Bagley Erica Wygonik, Mary Lou McElwain, Steve Pesci, Mark Syracuse, Harold Whitehouse,

**City Staff:** City Engineer Eric Eby, Parking Director Ben Fletcher, Associate Engineer Tyler Reese

ACTION ITEMS FOR CITY COUNCIL
<ul style="list-style-type: none"><li>• <u>Portwalk Place, request for renewal of valet license agreements, by business owner:</u> <b>Voted</b> to approve renewal of valet license agreement for Parade Residence Hotel, LLC for a term of 1 year and to approve renewal of valet license agreement for Portwalk HI, LLC for a term of 1 year.</li></ul>



1. **Roll Call**
2. **Portwalk Place, request for renewal of valet license agreements, by business owner:** **Voted** to approve renewal of valet license agreement for Parade Residence Hotel, LLC for a term of 1 year and to approve renewal of valet license agreement for Portwalk HI, LLC for a term of 1 year.
3. **Financial Report:** **Voted** to accept and place on file Financial Report dated July 31, 2022.
4. **Public Comment Session:** There was one speaker: Beth Danilowski regarding 15 minute parking on State Street.
5. **Woodbury Avenue, report back on request for RRFB at Woodbury Manor crosswalk, by resident:** **Voted** to place item on file.
6. **Maplewood Avenue at Dennett Street, report back on request for RRFB:** **Voted** to place item on file.
7. **South Street at Broad Street, report back on need for RRFB:** **Voted** to place item on file.
8. **Middle Street at Miller Avenue report back on speed study:** **Voted** to place item on file.
9. **Monthly Accident Report:** *Informational; no action required.*
10. **Adjournment:** **On unanimous roll call 9-0 voted to adjourn 9:05 AM**

*Respectfully submitted by: Leila Birr*

**PARKING and TRAFFIC SAFETY COMMITTEE**  
PORTSMOUTH, NEW HAMPSHIRE

**CONFERENCE ROOM A**  
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also have the option to join the meeting over Zoom  
(See below for more details)\**

**8:30 AM**

**September 1<sup>st</sup>, 2022**

**MINUTES**

**I. CALL TO ORDER**

Chairman Andrew Bagley called the meeting to order at 8:30 a.m.

**II. ATTENDANCE**

Members Present:

Chairman Andrew Bagley  
Steve Pesci  
Erica Wygonik (Alternate)  
Public Works Director Peter Rice  
City Manager Karen Conard  
Deputy Police Chief Mike Maloney  
Harold Whitehouse  
Mary Lou McElwain  
Mark Syracuse

Absent:

Fire Chief William McQuillen

City Staff Present:

Parking Director Ben Fletcher  
City Engineer – Parking, Transportation and Planning Eric Eby  
Associate Engineer Tyler Reese

**III. FINANCIAL REPORT**

[00:05:50] Peter Rice moved to accept the Financial Report dated July 31, 2022, and place it on file, seconded by Mary Lou McElwain. **On a unanimous vote, motion passed 9-0.**

**IV. PUBLIC COMMENT (15 MINUTES)**

This is the time for all comments on any of the agenda items or non-agenda items.

[00:06:08] Beth Danilowski spoke regarding the request to move a 15-minute parking spot on State Street.

**V. PRESENTATIONS**

None

**VI. NEW BUSINESS**

*(No public comment during Committee discussion without Committee approval.)*

- A.** [00:09:06] Portwalk Place, request for renewal of valet license agreements, by business owner.

Discussion regarding number of spaces actually being used for valet parking, as well as ownership and maintenance.

Peter Rice moved to approve renewal of valet license agreement for Parade Residence Hotel, LLC for a term of 1 year and to approve renewal of valet license agreement for Portwalk HI, LLC for a term of 1 year. Seconded by Mary Lou McElwain. **On a unanimous vote, motion passed 9-0.**

**VII. OLD BUSINESS**

- A.** [00:17:42] Woodbury Avenue, report back on request for RRFB at Woodbury Manor crosswalk, by resident.

Eric Eby presented data regarding number of pedestrian crossings, which did not justify an RRFB.

Peter Rice made a motion to place item on file, seconded by Erica Wygonik. **On a unanimous vote, motion passed 9-0.**

- B.** [00:22:38] Maplewood Avenue at Dennett Street, report back on request for RRFB.

Study has not shown pedestrian traffic justifies an RRFB.

Harold Whitehouse moved to place item on file, seconded by Karen Conard. **Motion passed on a unanimous vote 9-0.**

- C.** South Street at Broad Street, report back on request for RRFB.

Peter Rice made a motion to place item on file, seconded by Karen Conard. **Motion passed on a unanimous vote 9-0.**

- D.** [00:25:36] Middle Street at Miller Avenue, report back on speed study.

Vehicles are going faster than the speed limit, but it is not significant. There is a plan to upgrade signal equipment.

Harold Whitehouse moved to place item on file, seconded by Karen Conard. **Motion passed on a unanimous vote 9-0.**

#### VIII. INFORMATIONAL

A. [00:27:42] Monthly Accident Report from Police.

Deputy Police Chief Mike Maloney commented that there were 65 crashes in July. Of that, 35 of them were reportable. There were no accidents involving a bike or a pedestrian.

B. [00:28:58] State Street two-way traffic study. Eric Eby informed the Committee that the City Council voted to request that the Parking and Traffic Safety Committee study the possibility of converting State Street to two-way traffic from the Memorial Bridge to Middle Street. He is in the process of putting together a request for proposals for firms to bid on this study.

[00:33:21] Karen Conard made a motion to allow City Councilor Moreau to speak via Zoom, seconded by Mark Syracuse. **On a unanimous vote, motion passed 9-0.**

#### IX. MISCELLANEOUS

A. [00:36:45] Update on consideration of a sidewalk on South Street from Pinehurst Road to Union Street.

B. [00:38:37] Bike use downtown and best manners in which to accommodate bicycle parking was discussed.

#### X. ADJOURNMENT

Erica Wygonik moved to adjourn at 9:05 a.m., seconded by Mark Syracuse. **On a unanimous vote, motion passed 9-0.**

Respectfully submitted,

Leila Birr,  
Administrative Assistant, Department of Public Works

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

[https://us06web.zoom.us/webinar/register/WN\\_xjurgSbqRA2S8Uw3KnBUkw](https://us06web.zoom.us/webinar/register/WN_xjurgSbqRA2S8Uw3KnBUkw)



**Blue Ribbon Task Force to Study the Establishment of a Private/Public partnership to Properly Archive Historical Documents relating to the City of Portsmouth.**

## Rational

The history of Portsmouth is:

1. Nationally recognized as important to the history of the Country and State
2. Integral to the cultural identity of the City
3. A major tourism draw
4. Important to the economic viability of the City
5. Studied and documented by historians from all over the world
6. A repository of information about the people and cultures have lived here
7. Important for how we shape Portsmouth in the future

## The Issue

The City and many organizations (and individuals) currently have and store documents and other materials relevant to the history of Portsmouth. The City and these organizations do not have adequate facilities to properly store and preserve these materials.

## Proposal

The City Council would create a Blue Ribbon Committee to study the feasibility of a Public/Private Document Archive that would provide the City and Private organizations with a proper climate controlled and fire protected facility to preserve these records.

## Purpose/Charge

This Taskforce is charged with exploring options to create a public/private archive to protect documents related to the city's past, present and future, and to present their findings and recommendations to the City Council.

The taskforce will look in particular at:

1. How the City and Portsmouth Private Historical Organizations can join together to create a facility that meets the needs of archiving important records.
2. How the pertinent materials are identified and judged as vital; what should not or cannot be included? What qualifies as Portsmouth history?
3. What archiving methods should be used for each type of material to assure each type is protected effectively?
4. What space will be required for such an effort? How will the space be identified, procured and maintained?
5. How will the ongoing efforts be funded? What are the opportunities for establishing trust funds, local and state monies and private contributions?
6. How will the archives ongoing leadership and management be structured and implemented?

This Taskforce will not be responsible for a plan to determine the maintenance and preservation of City records required to be archived under State and Federal laws and regulations.

## The Committee

The Taskforce will be made up of individuals representing the City and non-profit groups whose missions relate directly to protecting Portsmouth history. This includes:

- The City Manager or Designee (such as a representative from the Library)
- The Portsmouth Athenaeum
- Strawberry Banke Museum
- The Portsmouth Historical Society,
- The Black Heritage Trail
- The Daughters of the American Revolution, and
- Such other entities as may be proposed by the City Council.

## Term

The Taskforce will provide written recommendations to the City Council by December 31, 2023, at which point it will sunset and if appropriate, a permanent oversight committee could be created by the City Council.

# City of Portsmouth

*Department of Public Works*



## MEMORANDUM

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TO: Karen S. Conard, City Manager

FROM: Peter Rice, Director of Public Works

DATE: September 6, 2022

SUBJECT: City Council Agenda item – Approval for acceptance of \$275,000 grant from NH Department of Environment Services (NHDES) for the Critical Flood Risk Infrastructure Grant Program (CFRING). Pierce Island Road Coastal Resiliency Project (Roadway Raising)

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The City was awarded a \$275,000 grant through NHDES. This funding is available through the American Rescue Plan Act of 2021 (ARPA) and must be expended no later than December 31, 2026. In order to receive this funding the City Council needs to accept and approve the funds.

The Department of Public Works is requesting this grant be added to the September 19, 2022 City Council agenda for approval.

This funding will be used to implement construction of improvements to a section of Peirce Island Road and an adjacent parking area. The low-lying section of Peirce Island Road drains poorly under current conditions and is at risk of wave wash-over from the north side, which has the potential to cause erosion and undermine the existing road. The proposed improvements will elevate this section of the roadway and an adjacent parking area above the existing 100-year floodplain and account for projected sea level rise. Improvements also include an overall reduction in impervious surfaces within portions of the 100-year floodplain by replacing the existing packed gravel parking area with grass pavers and vegetation, which will improve stormwater management.

# City of Portsmouth

*Department of Public Works*



## MEMORANDUM

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TO: Karen Conard  
City Manager

FROM: Peter Rice  
Director of Public Works

Todd Henley  
Director of Recreation

DATE: 9/12/22

SUBJECT: Outdoor Pool Report Back

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This memorandum serves a report back on the Portsmouth Outdoor Pool as requested by the City Council at its August 22, 2022 meeting. This report back was initiated by a letter from the Conservation Commission to the City Council raising issues of concern regarding the siting of the Outdoor Pool due to climate change.

As you know, the Outdoor Pool is a beloved and important recreational amenity for both City residents and the broader Seacoast community. The pool infrastructure including the pump house is in need of timely repairs and upgrades that should not be further delayed.

The City Council has made several appropriations over the last several years including an additional \$2 million that was appropriated as part of the current FY 23 budget. Bonding has been authorized, and a portion of it has already been issued to pay for engineering design and permitting costs. The current project which went out to bid prior to the City Council meeting is titled Peirce Island Pump House and Pool Renovation. The bid package is here:

<https://files.cityofportsmouth.com/finance/bids/fy22/Bid%2302-23.pdf>

There is a summary of the work in the advertisement found at page 10 of the 977 page bid package. In addition to the pump house demolition and reconstruction, the work includes the renovation of the existing pool shell, gutter and liner.

If funded, City staff plans additional work at the Outdoor Pool to replace and improve the bathhouse and associated features. City staff anticipates that it will be looking for opportunities to integrate solar and other energy efficiency components as part of that design.

As a final note, the original pool was constructed with federal dollars and there are restrictions on this property which would impact any decision to relocate the pool.

**CITY OF PORTSMOUTH****LEGAL DEPARTMENT****MEMORANDUM**

DATE: September 13, 2022

TO: KAREN S. CONARD, CITY MANAGER

FROM: ROBERT P. SULLIVAN, CITY ATTORNEY

RE: PRESCOTT PARK PUBLIC FORUM ISSUES 2.0<sup>1</sup>

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After receipt of the memorandum which was being referred to here as Prescott Park Public Forum Issues 1.0 at the City Council meeting of August 22, 2022, the City Council requested to be provided with some reasonable time, place and manner regulations which might govern use of the public forum area in Prescott Park. That earlier version of memorandum on this topic provides substantial background as to the nature of a Constitutionally protected designated public forum area and the rationale which might support the Council in adopting such regulations within appropriate constitutional parameters. In a sentence, the general purpose of such regulations, would be to balance public freedom of speech in Prescott Park with the more pastoral uses of the Park envisioned by many, such as contemplation of nature, enjoyment of the River view, family picnics, and the like. With this balance in mind, this memorandum was written by reliance on numerous prior but somewhat inconsistent documents produced by different elements of the City government concerning the issue.

**CONTENT NEUTRALITY**

As discussed in the earlier memorandum dated August 16, 2022, and verbally at some length during the Council meeting of August 22, 2022, the overarching constitutional principle which limits any level of government in this country from regulating speech or public expression is content or viewpoint neutrality. Simply put, it is considered antithetical to the First Amendment of the United States Constitution that government make the determination as to which speech should be allowed or which speech should be disallowed based upon the content of that speech. Everything that follows herein is subject to that overall principle.

**TIME REGULATIONS**

Except for one narrow limitation to be discussed below, in none of the earlier versions of regulations uncovered to date concerning the designated public forum at Prescott Park has there been any time regulation. Accordingly, none is recommended here.

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<sup>1</sup> This memorandum follows another regarding the same issue addressed to the City Mayor dated August 16, 2022, which was previously distributed to the City Council. For the sake of organization that earlier memorandum will be referred to as Prescott Park Public Forum Issues 1.0.

## **PLACE**

As discussed in the August 16, 2022 memorandum, place has been an issue in determining the public forum at Prescott Park. As discussed in the August 16, 2022 memorandum, there is confusion concerning what area has been actually designated as the public forum in the Park. That memorandum provided the Council with four (4) different maps or diagrams produced at different times by different City-related entities, each showing a different public forum. There are others as well. For this reason, that memorandum recommended that the City Council clearly delineate the public forum area in Prescott Park.

Attached hereto is an aerial photograph entitled "Public Forum Area at Prescott Park, Portsmouth, New Hampshire" prepared by the Portsmouth Department of Public Works. My review of the various diagrams and photographs which have been uncovered to date indicates that the area shown as a public forum on this aerial photograph strikes a balance amongst all of the options and therefore should be considered by the City Council for designation as the public forum area.

## **MANNER**

In April 2013 at a time when the Trustees of Trust Funds were the entity which operated Prescott Park (no longer the case), the Trustees formally adopted the following public forum area manner regulations:

1. There shall be no distribution of handbills, fliers or other items, which might be prone to litter.
2. There shall be no electronic amplification of sound for the period commencing ninety (90) minutes prior to any performance in the Park and continuing until the completion of the performance.
3. If, in the determination of the Trustees of Trust Funds, any particular activity creates an inordinate risk of liability, the person or entity engaging in the activity may be required to provide a Certificate of Insurance indicating the existence of liability insurance protecting the City in an amount and type approved by the City Attorney.
4. In the event that any particular activity creates an inordinate risk to the public safety, the person or entity engaging in that activity may be required to provide an appropriate police detail at the expense of that person or entity.
5. No more than one (1) fixed sign shall be allowed, which may be allowed, which may be no larger than 4' x 8'. All other signs must be handheld.
6. The largest number of expected or actual number of attendees allowed in the public forum area for any permitted event or activity shall be limited to 3,000. Any events or activities with expected or anticipated number of attendees over 3,000 will not be scheduled or permitted in the public forum area in Prescott Park.

7. Any permitted event or activity in the public forum area with expected or anticipated number of attendees of 1,000 or more shall be required to provide crowd separation barriers through the City Public Works Department. The person(s) or entity engaging in the activity shall pay all costs associated with the placement and removal of the barriers.
8. Neither Prescott Park nor the Public Forum area shall be used for the solicitation of funds.
9. The Trustees of Trust Funds may deem other reasonable time, place and manner regulations as necessary.

Beyond the foregoing, the Trustees also adopted the policy that “[t]he remaining areas of Prescott Park and Four-Tree Island are designated as being not a public forum, and therefore those areas are not available to be used expressive purposes.” Similarly, the Councilors should be aware that an agreement with the Prescott Park Arts Festival, the stage in the Park is prohibited for use as a public forum.

It seems that the work of the Trustees in 2013 provided a thoughtful balance of the first amendment considerations and other type of uses which might exist within the Park. Accordingly, it seems that consideration by the Council of the 2013 public forum regulations described above would be an appropriate starting point for adoption of public forum manner regulations by the City Council at the present time. The Council might wish to consider whether the 3,000 person limitation contained at item number 6 should perhaps be adjusted somewhat downward. However, the term “Trustees of Trust Funds” in items numbered 3 and 9 should be replaced with the terms “City Manager” and “City Council,” respectively.

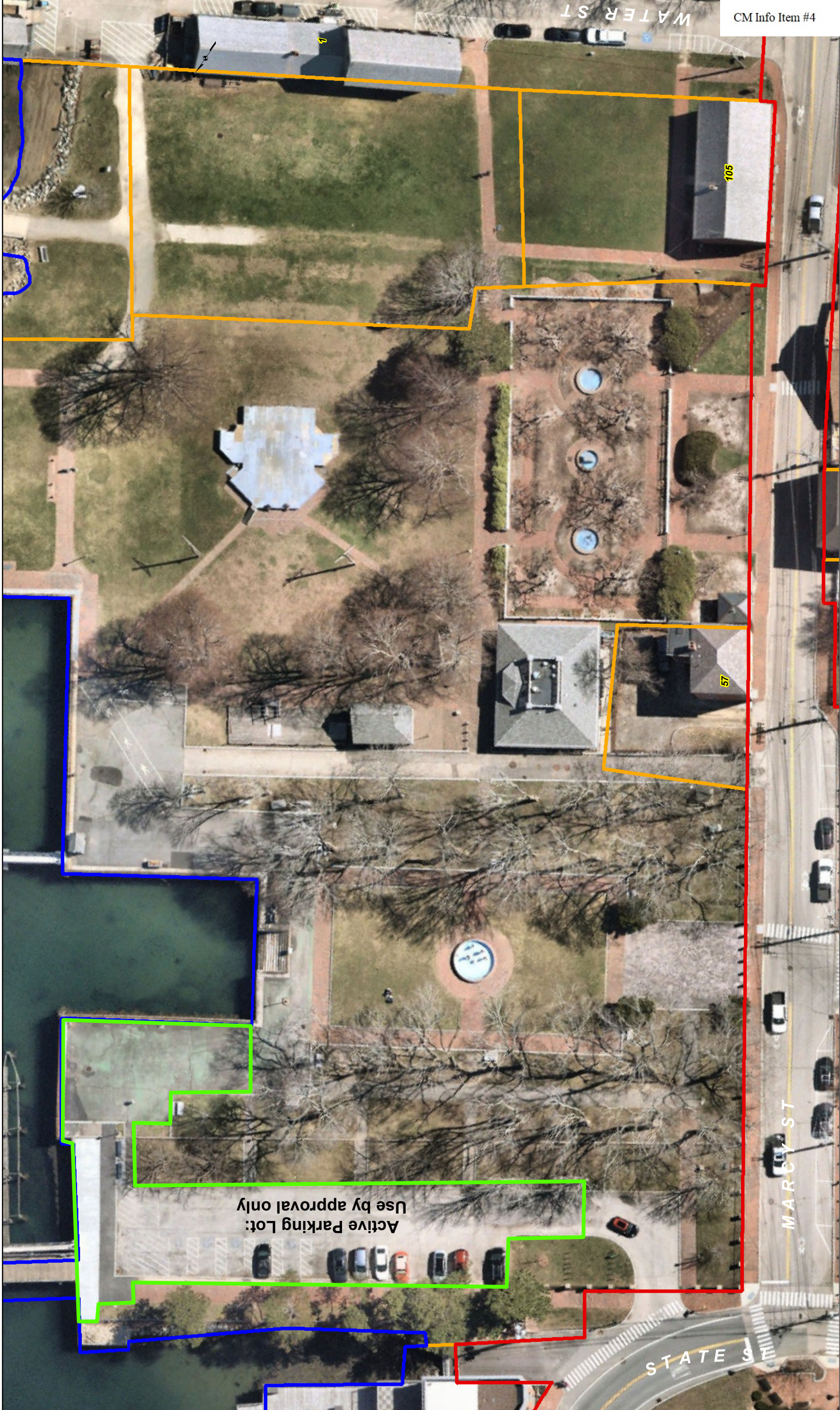
### **FURTHER CONSIDERATIONS**

Beyond the content neutral time, place and manner regulations suggested above, it is apparent that some of the past problems which have occurred at the public forum area in Prescott Park have been caused by the lack of public knowledge as to the delineation of the designated public forum and the rules which apply within it. For this reason, it is recommended that appropriate signage be erected in the Park to clearly describe the public forum area and list the time, place and manner regulations adopted by the City Council for its use.

It is also clear that lack of City enforcement, particularly on weekends, has led directly to unintended expansion of the public forum area and conflict between public expressive conduct and the more pastoral uses of the park described above. Accordingly, it is recommended that the Council request that the City Manager explore methods by which the public forum area may be monitored and the regulations enforced, particularly on weekends.

RPS/smr  
Attachment



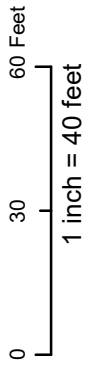


CM Info Item #4

# Public Forum Area at Prescott Park

Map prepared by Portsmouth Department of Public Works

Aerial Photo: April 9, 2021 Printed: 9/14/2022



Public Forum Area

Active Parking Lot:  
Use by approval only

DISCLAIMER: The City of Portsmouth provides these Geographic Information System maps and data as a public information service. The maps and data provided are intended for informational purposes only. No guarantee or promise is made as to the accuracy of the maps and data and they should not be relied upon for any purpose other than general information.

WATER ST

MARCY ST

STATE ST

105

57



## FINANCE DEPARTMENT



## MEMORANDUM

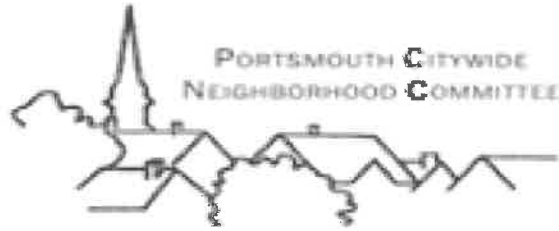
To: Karen Conard, City Manager  
From: Judie Belanger, Director of Finance and Administration  
Date: September 14, 2022  
Re: Unexpended Bond Proceeds

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Although it is not typical of me to respond when residents make incorrect statements during public meetings, a recent statement made at the August 22, 2022 City Council meeting with regard to there being unexpended bond funds of \$125 million was grossly inaccurate and I believe it is very important that I provide you with the correct information. I also believe that the City Council and taxpayers should have the correct information.

The unexpended bond proceeds for the General Fund, Parking & Transportation, Water, and Sewer funds collectively for year-end FY20, FY21, and FY22 were \$22.5, \$25.5, and \$31.3 million respectively. The City typically issues bonds (new money) in June therefore, June's balance would report the highest balance of unexpended bond proceeds. The City has never had, or even close to, \$125 million in unexpended bond proceeds at any given time.

The process of debt management is multi-layered beginning with the City Council identifying projects and authorizing the financing of such projects. Working with project coordinators and outside legal bond counsel, the Finance Department assists with developing pro-formas, helps ensure compliance with local policies and state legal requirements on debt limits, determines the required amount and timing of borrowing and expending bonding proceeds, and adheres to IRS laws on Arbitrage Rebate (which in very simple terms limits the City's ability to profit from its tax-exempt borrowing efforts). If the Council wishes to have a more in-depth presentation on the process, I would be happy to assist.



## **City of Portsmouth, New Hampshire Mayoral Blue-Ribbon Committee Meeting Minutes, August 17, 2022, 5:30 PM**

Committee Attendees: Larry Cataldo, Lori Soloway, Peter Somssich, Elaine Apatang and William Gatchell. (Kathleen Boduch was expected to arrive after the meeting, which she did.) Fred Butts, a resident from the 3rd Ward, also attended.

The meeting was called to order at 5:34 pm at the Foundry Garage by Chair Larry Cataldo.

### **Committee Business:**

- A. Elections: Larry Cataldo opened the meeting seeking nominations for three committee officer positions. After three rounds of voting, Kathleen Boduch was elected to Secretary, Elaine Apatang was elected vice-chair and Lawrence Cataldo, Chair, all by unanimous vote. Note that since Kathleen Boduch was expected to arrive after the meeting, she wrote to the chair that she would accept the position if elected.
- B. Spinnaker Point Fitness Facility Issue: Peter Somssich raised an issue that there are a number of important improvements to this facility that have **not** been accomplished. At a previous CNC forum some months ago, he raised an initial concern that the fitness facility needed some major repair and upgrades. Since then, a number of improvements have been made but several major ones are still awaiting action. Specifically, the men's locker room and the indoor track do not have adequate healthy air circulation to provide a high level of air quality against illness.

Fred Butts asked who and how many uses this facility. Peter said that not only residents from Spinnaker Point neighborhood use the facility but also senior citizens and other residents from all over the city do so. It is busy most of the year, he said. After some discussion, Peter made a motion seeking committee's support to look further into this matter, reports back to committee with his recommendations for further actions at the next committee meeting. The motion was unanimously approved.

The meeting concluded at 5:45 pm.

Respectfully submitted,

/s/ Larry Cataldo, Chair