

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: TUESDAY, FEBRUARY 20, 2023 TIME: 7:00PM

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

https://us06web.zoom.us/webinar/register/WN_HlfPgMvSRYiRu0IOJ6AbTw

6:00PM – ANTICIPATED NON-PUBLIC SESSIONS ARE BEING HELD IN CONFERENCE ROOM A

1. COLLECTIVE BARGAINING AGREEMENT IN ACCORDANCE WITH RSA 91-A:3 II (a)

AGENDA

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

I. **WORK SESSION**

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**

PRESENTATION OF MAYOR'S AWARD

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

VIII. **RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**

A. *Recognition of Nathan Lunney, NH School Business Administrator of the Year

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 ORDINANCES AND/OR RESOLUTIONS**

Public Hearings and Adoption of Resolutions:

A. Public Hearing and Adoption of Resolution Pursuant to RSA 72:39-b the City hereby amends the elderly exemption based on assessed value for qualified taxpayers, such that the exemption shall be available only when the qualifying taxpayers(s) have a net income *(Sample motion – move to adopt the Elderly Exemption Resolution as presented)*

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

OPTION 1:

Proposed increase of Elderly Exemption by the Social Security cost-of-living increase

Single \$51,741 (increase of \$1,604)
Married \$70,793 (increase of \$2,195)
Asset Limit \$500,000

OPTION 2:

Proposed increase of Elderly Exemption by the November to November consumer price index

Single \$51,486 (increase of \$1,349)
Married \$70,443 (increase of \$1,845)
Asset Limit \$500,000

OPTION 3

Proposed increase of Elderly Exemption

Do Nothing

The elderly exemption shall remain unchanged except as amended hereby.

- B. Public Hearing and Adoption of Resolution Pursuant to RSA 72:39-b the City hereby amends the disabled exemption based on assessed value for qualified taxpayers, such that the exemption shall be available only when the qualifying taxpayers(s) have a net income of not more than ***(Sample motion – move to adopt the Disabled Exemption Resolution as presented)***

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

OPTION 1:

Proposed increase of Disabled Exemption by the Social Security cost-of-living increase

Single \$51,741 (increase of \$1,604)
Married \$70,793 (increase of \$2,195)
Asset Limit \$500,000

OPTION 2:

Proposed increase of Disabled Exemption by the November to November consumer price index

Single	\$51,486 (increase of \$1,349)
Married	\$70,443 (increase of \$1,845)
Asset Limit	\$500,000

OPTION 3

Proposed increase of Disabled Exemption

Do Nothing

The disabled exemption shall remain unchanged except as amended hereby.

- C. Public Hearing and Adoption of Resolution Appropriating Thirty-Four Thousand Five Hundred Seventy-Four (\$34,574) Dollars from American Rescue Plan Act (ARPA) Grant to Pay Costs Associated with Pandemic Response Supplies and for the Payment of Costs Incidental and Related Thereto ***(Sample motion – move to adopt the Resolution as presented)***

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

Third and Final Reading of Ordinance:

- D. Third and Final Reading of Ordinance amending Chapter 6, License, Article XVII – Outdoor Dining Encumbrance Permit, Sections 6.1701-6.1707 ***(Sample motion – move to pass third and final reading of the Ordinance as presented)***

XI. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager’s Items Which Require Action:

1. Adoption of Outdoor Dining Design Standards/Best Practices and to repeal City Council Policy 2012-02, Policy Regarding Use of City Property for Sidewalk Café’s Providing Alcohol Service ***(Sample motion – move to pass the City of Portsmouth Outdoor Dining Design Standards/Best Practices and to repeal City Council Policy 2012-02, Policy Regarding Use of City Property for Sidewalk Café’s Alcohol Service)***

2. *Adoption of Outdoor Dining Encumbrance Permit Fees (***Sample motion – move to approve the Outdoor Dining Encumbrance Permit Fees as recommended by the Fee Committee as follows:***
Per square foot costs: \$5.00
Minimum fee: \$750.00)
3. Auction of Excess Granite Materials (***Sample motion – move to recommend the City Manager be authorized to sell excess granite materials***)

XII. CONSENT AGENDA

- A. Request from Tod O’Dowd, Avery Insurance, to install a Projecting Sign at 51 Islington Street, Unit 103 (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director’s Stipulations:

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

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Request from the NH Society of the Sons of the American Revolution to hold a grave marking ceremony at the North Cemetery (***Sample motion – move to refer to the City Manager with Authority to Act***)

XIV. MAYOR McEACHERN

1. Appointments to be Considered:
 - Appointment of Chuck Raye to the Citywide Neighborhood Committee
 - Appointment of Elisabeth “Betsy” Blaisdell to the Energy Advisory Committee
 - Appointment of Tracey Cameron to the Energy Advisory Committee
 - Appointment of Herb Lloyd to the Energy Advisory Committee
 - Appointment of Thomas Nies to the Zoning Board of Adjustment

2. *Appointments to be Voted:
 - Appointment of Jessica Dickey as an Alternate to the Arts & Cultural Commission
 - Appointment of Andrew Samonas as a regular member of the Planning Board
 - Appointment of Ernie (Ernestine) Greenslade to the Public Art Review Committee
 - Appointment of Robin Lurie-Meyerkopf to the Public Art Review Committee

3. *Appointments to Blue Ribbon Committees:
 - Appointment of Megan Corsetti to the Housing Blue Ribbon Committee
 - Appointment of Tracy Kozak to the Housing Blue Ribbon Committee
 - Appointment of Mary Loane to the Housing Blue Ribbon Committee
 - Appointment of Byron Matto as the School Board Representative to the Housing Blue Ribbon Committee
 - Appointment of Dagan Migirditch to the Housing Blue Ribbon Committee
 - Appointment of John O'Leary to the Housing Blue Ribbon Committee
 - Appointment of Jen Stebbins Thomas to the Housing Blue Ribbon Committee

4. Resolution regarding Staffing Mandate for Nursing Homes (***Sample motion – move to refer to the Legislative Subcommittee with the Authority to Act***)

XV. CITY COUNCIL MEMBERS

A. COUNCILOR COOK & COUNCILOR MOREAU

1. *State Street Two-Way Redesign CIP Recommendation

B. COUNCILOR BAGLEY

1. Parking & Traffic Safety Committee Action Sheet and Minutes of the February 1, 2024 meeting (***Sample motion – move to approve and accept the action sheet and minutes of the February 1, 2024 Parking & Traffic Safety Committee meeting***)

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Approval of Hazard Mitigation Plan Grant - \$15,000.00 (***Sample motion – move to the terms of the Hazard Mitigation Grant Program as presented in the amount of \$15,000.30 for updating the local hazard mitigation plan. Furthermore, the City acknowledges that the total cost of this project will be \$16,667.00, in which the city will be responsible for a 10% match \$1,666.70***)

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

1. *FY25 Budget Intentions
2. Report Back on Home Occupation Zoning
3. *Market Square Master Plan Working Group

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

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

**Indicates verbal report*

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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, February 20, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH regarding a Resolution Pursuant to RSA 72:39-b the City hereby amends the elderly exemption based on assessed value for qualified taxpayers, such that the exemption shall be available only when the qualifying taxpayers(s) have a net income of not more than

OPTION 1:

Proposed increase of Elderly Exemption by the Social Security cost-of-living increase

Single	\$51,741 (increase of \$1,604)
Married	\$70,793 (increase of \$2,195)
Asset Limit	\$500,000

OPTION 2:

Proposed increase of Elderly Exemption by the November to November consumer price index

Single	\$51,486 (increase of \$1,349)
Married	\$70,443 (increase of \$1,845)
Asset Limit	\$500,000

OPTION 3

Proposed increase of Elderly Exemption

Do Nothing

The elderly exemption shall remain unchanged except as amended hereby. The complete Resolution is available for review in the Office of the City Clerk during regular business hours and on the city website.

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, February 20, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH regarding a Resolution Pursuant to RSA 72:39-b the City hereby amends the elderly exemption based on assessed value for qualified taxpayers, such that the exemption shall be available only when the qualifying taxpayers(s) have a net income of not more than

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Proposed increase of Elderly Exemption

Do Nothing

The elderly exemption shall remain unchanged except as amended hereby. The complete Resolution is available for review in the Office of the City Clerk during regular business hours and on the city website.

KELLI L. BARNABY,
MMC/CNHMC
CITY CLERK

Option 1

**THE CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FOUR
PORTSMOUTH, NEW HAMPSHIRE**

ELDERLY EXEMPTION

RESOLUTION # - 2024

BE IT RESOLVED:

Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$51,741 for a single taxpayer or \$70,793 for married taxpayers, inclusive of social security payments.

The elderly exemption shall remain unchanged except as amended hereby.

THAT this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

**ADOPTED BY THE CITY COUNCIL:
, 2024**

**KELLI L. BARNABY, CMC
CITY CLERK**

NOTE: This exemption becomes effective for the tax year April 1, 2024.

Option 2

**THE CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FOUR
PORTSMOUTH, NEW HAMPSHIRE**

ELDERLY EXEMPTION

RESOLUTION # - 2024

BE IT RESOLVED:

Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$51,486 for a single taxpayer or \$70,443 for married taxpayers, inclusive of social security payments.

The elderly exemption shall remain unchanged except as amended hereby.

THAT this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

**ADOPTED BY THE CITY COUNCIL:
, 2024**

**KELLI L. BARNABY, CMC
CITY CLERK**

NOTE: This exemption becomes effective for the tax year April 1, 2024.

CITY MANAGER



MEMORANDUM

TO: Karen Conard, City Manager
FROM: Rosann Lentz, Assessing Director
DATE: February 8, 2024
RE: Elderly Exemption

Elderly Exemption. On February 5, 2024, the City Council voted to bring forward a public hearing and first reading regarding the Elderly Exemption income and asset levels.

Annually, the City of Portsmouth reviews income and asset levels for the elderly exemption and makes recommendations as to these levels pursuant to RSA 72.39-b.

Last year, the City Council adopted resolution #3-2023 which increased the income level for qualifying elderly taxpayers. The current elderly exemption income levels are \$50,137 for a single taxpayer, \$68,598 for married taxpayers; the current asset limit is \$500,000.

If qualified, for elderly taxpayers the exemption off the assessed value of the property is as follows:

- Age 65 to 74 \$ 235,000
- Age 75-79 \$ 285,000
- Age 80 + \$ 335,000

Option 1:

This year the 2024 increase for Social Security recipients is 3.2%.

If the City Council wishes to adjust the income and asset limits for those who qualify for the elderly exemption by the Social Security cost-of-living increase, this would increase the limits as follows:

- Single \$ 51,741 increase of \$ 1,604
- Married \$ 70,793 increase of \$ 2,195
- Asset Limit \$ 500,000

Option 2:

This year the November to November ten-year rolling average of the Boston-Cambridge-Newton, MA-NH consumer price index is 2.69%.

If the City Council wishes to adjust the income and asset level for those who qualify for the elderly exemption by the November to November consumer price index, this would increase the limits as follows:

- Single \$ 51,486 increase of \$ 1,349
- Married \$ 70,443 increase of \$ 1,845
- Asset Limit \$ 500,000

Option 3:

Do Nothing

Statute does not require an annual adjustment in income, assets or exemption amounts. Existing levels can remain capped as they currently exist.

Any adjustment if approved would be for assessments as of April 1, 2024, for Tax Year 2024 (FY25).

Estimated Elderly & Disabled Exemption Impact				
Exemption Type	Exemption Amount	Number Currently Receiving Exemption	Value Loss	Revenue Loss
65 through 74	\$ 235,000.00	31	\$ 7,285,000.00	\$ 117,507.05
75 through 79	\$ 285,000.00	38	\$ 10,830,000.00	\$ 174,687.90
80 and over	\$ 335,000.00	65	\$ 21,775,000.00	\$ 351,230.75
Disabled	\$ 235,000.00	2	\$ 470,000.00	\$ 7,581.10
Totals		136	\$ 40,360,000.00	\$ 651,006.80

Note: The current tax rate of \$16.13 would be decreased to a difference of approximately .10 cents on the current tax rate if the elderly and disabled exemptions were not granted.

Elderly Exemption Comparison Single Income							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Nashua	\$54,000	\$54,000	\$162,000	\$162,000	\$256,000	\$295,000	\$363,000
Portsmouth	\$50,137	\$68,598	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Manchester	\$47,000	\$63,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$140,000	\$170,000	\$200,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Concord	\$39,000	\$55,300	\$100,000	\$100,000	\$80,000	\$131,000	\$223,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000

Elderly Exemption Comparison Married Income							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$50,137	\$68,598	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Manchester	\$47,000	\$63,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$140,000	\$170,000	\$200,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Concord	\$39,000	\$55,300	\$100,000	\$100,000	\$80,000	\$131,000	\$223,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Nashua	\$54,000	\$54,000	\$162,000	\$162,000	\$256,000	\$295,000	\$363,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000

Elderly Exemption Comparison Single Assets							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$50,137	\$68,598	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$140,000	\$170,000	\$200,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Nashua	\$54,000	\$54,000	\$162,000	\$162,000	\$256,000	\$295,000	\$363,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Manchester	\$47,000	\$63,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
Concord	\$39,000	\$55,300	\$100,000	\$100,000	\$80,000	\$131,000	\$223,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

Elderly Exemption Comparison Married Assets							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$50,137	\$68,598	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$140,000	\$170,000	\$200,000
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Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Nashua	\$54,000	\$54,000	\$162,000	\$162,000	\$256,000	\$295,000	\$363,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Manchester	\$47,000	\$63,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
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Concord	\$39,000	\$55,300	\$100,000	\$100,000	\$80,000	\$131,000	\$223,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

Elderly Exemption Comparison Exemption Amount 65-74 Years Old

	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Nashua	\$54,000	\$54,000	\$162,000	\$162,000	\$256,000	\$295,000	\$363,000
Portsmouth	\$50,137	\$68,598	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
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Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

Elderly Exemption Comparison Exemption Amount 75-79 Years Old

	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Nashua	\$54,000	\$54,000	\$162,000	\$162,000	\$256,000	\$295,000	\$363,000
Portsmouth	\$50,137	\$68,598	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
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Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

Elderly Exemption Comparison Exemption Amount 80+ Years Old							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65- 74 years old	Exemption 75- 79 years old	Exemption 80+ years old
Nashua	\$54,000	\$54,000	\$162,000	\$162,000	\$256,000	\$295,000	\$363,000
Portsmouth	\$50,137	\$68,598	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
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New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Concord	\$39,000	\$55,300	\$100,000	\$100,000	\$80,000	\$131,000	\$223,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$140,000	\$170,000	\$200,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000

LEGAL NOTICE

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OPTION 1:

Proposed increase of Disabled Exemption by the Social Security cost-of-living increase

Single	\$51,741 (increase of \$1,604)
Married	\$70,793 (increase of \$2,195)
Asset Limit	\$500,000

OPTION 2:

Proposed increase of Disabled Exemption by the November to November consumer price index

Single	\$51,486 (increase of \$1,349)
Married	\$70,443 (increase of \$1,845)
Asset Limit	\$500,000

OPTION 3

Proposed increase of Disabled Exemption

Do Nothing

The elderly exemption shall remain unchanged except as amended hereby. The complete Resolution is available for review in the Office of the City Clerk during regular business hours and on the city website.

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

LEGAL NOTICE

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(increase of \$1,604)
Married \$70,793
(increase of \$2,195)
Asset Limit \$500,000

OPTION 2:

Proposed increase of Elderly Exemption by the November to November consumer price index

Single \$51,486
(increase of \$1,349)
Married \$70,443
(increase of \$1,845)
Asset Limit \$500,000

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Proposed increase of Disabled Exemption

Do Nothing

The elderly exemption shall remain unchanged except as amended hereby. The complete Resolution is available for review in the Office of the City Clerk during regular business hours and on the city website.

KELLI L. BARNABY,
MMC/CNHMC
CITY CLERK

Option 1

**THE CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FOUR
PORTSMOUTH, NEW HAMPSHIRE**

DISABLED EXEMPTION

RESOLUTION # - 2024

BE IT RESOLVED:

Pursuant to RSA 72:37-b the City hereby amends the disabled exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$51,741 for a single taxpayer or \$70,793 for married taxpayers, inclusive of social security payments.

The disabled exemption shall remain unchanged except as amended hereby.

THAT this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

**ADOPTED BY THE CITY COUNCIL:
, 2024**

**KELLI L. BARNABY, CMC
CITY CLERK**

NOTE: This exemption becomes effective for the tax year April 1, 2024.

Option 2

**THE CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FOUR
PORTSMOUTH, NEW HAMPSHIRE**

DISABLED EXEMPTION

RESOLUTION # - 2024

BE IT RESOLVED:

Pursuant to RSA 72:37-b the City hereby amends the disabled exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$51,486 for a single taxpayer or \$70,443 for married taxpayers, inclusive of social security payments.

The disabled exemption shall remain unchanged except as amended hereby.

THAT this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

**ADOPTED BY THE CITY COUNCIL:
, 2024**

**KELLI L. BARNABY, CMC
CITY CLERK**

NOTE: This exemption becomes effective for the tax year April 1, 2024.

CITY MANAGER



MEMORANDUM

TO: Karen Conard, City Manager
FROM: Rosann Lentz, Assessing Director
DATE: February 8, 2024
RE: Disabled Exemption

Disabled Exemption. On February 5, 2024, the City Council voted to bring forward a public hearing and first reading regarding the Disabled Exemption income and asset levels.

Annually, the City of Portsmouth reviews income and asset levels for the disabled exemption and makes recommendations as to these levels pursuant to RSA 72.37-b.

Last year, the City Council adopted resolution #4-2023 which increased the income level for qualifying disabled taxpayers. The current disabled exemption income levels are \$50,137 for a single taxpayer, \$68,598 for married taxpayers; the current asset limit is \$500,000.

If qualified, for disabled taxpayers the exemption off the assessed value of the property is \$235,000.

Option 1:

This year the 2024 increase for Social Security recipients is 3.2%.

If the City Council wishes to adjust the income and asset limits for those who qualify for the disabled exemption by the Social Security cost-of-living increase, this would increase the limits as follows:

- Single \$ 51,741 increase of \$1,604
- Married \$ 70,793 increase of \$2,195
- Asset Limit \$ 500,000

Option 2:

This year the November to November ten-year rolling average of the Boston-Cambridge-Newton, MA-NH consumer price index is 2.69%.

If the City Council wishes to adjust the income and asset level for those who qualify for the disabled exemption by the November to November consumer price index, this would increase the limits as follows:

- Single \$ 51,486 increase of \$ 1,349
- Married \$ 70,443 increase of \$ 1,845
- Asset Limit \$ 500,000

Option 3:

Do Nothing

Statute does not require an annual adjustment in income, assets or exemption amounts. Existing levels can remain capped as they currently exist.

Any adjustment if approved would be for assessments as of April 1, 2024, for Tax Year 2024 (FY25).

Estimated Elderly & Disabled Exemption Impact				
Exemption Type	Exemption Amount	Number Currently Receiving Exemption	Value Loss	Revenue Loss
65 through 74	\$ 235,000.00	31	\$ 7,285,000.00	\$ 117,507.05
75 through 79	\$ 285,000.00	38	\$ 10,830,000.00	\$ 174,687.90
80 and over	\$ 335,000.00	65	\$ 21,775,000.00	\$ 351,230.75
Disabled	\$ 235,000.00	2	\$ 470,000.00	\$ 7,581.10
Totals		136	\$ 40,360,000.00	\$ 651,006.80

Note: The current tax rate of \$16.13 would be decreased to a difference of approximately .10 cents on the current tax rate if the elderly and disabled exemptions were not granted.

LEGAL NOTICE

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KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

LEGAL NOTICE

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KELLI L. BARNABY,
MMC/CNHMC
CITY CLERK

CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FOUR
PORTSMOUTH, NEW HAMPSHIRE

RESOLUTION # _____

A RESOLUTION APPROPRIATING THIRTY-FOUR THOUSAND FIVE HUNDRED SEVENTY-FOUR (\$34,574) DOLLARS FROM AMERICAN RESCUE PLAN ACT (ARPA) GRANT TO PAY COSTS ASSOCIATED WITH PANDEMIC RESPONSE SUPPLIES AND FOR THE PAYMENT OF COSTS INCIDENTAL AND RELATED THERETO.

BE IT RESOLVED:

- 1) THAT Thirty-Four Thousand Five Hundred Seventy-Four (\$34,574) Dollars is appropriated to pay costs associated with Pandemic response supplies. That to meet this appropriation of up to \$34,574 shall be utilized from the ARPA Grant.
- 2) THAT this resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL:
February 20, 2024

KELLI L. BARNABY, MMC/CHHMC
CITY CLERK

Memo



To: Karen Conard, City Manager
From: Kim McNamara, Health Officer *KM*
Date: January 25, 2024
Re: PPE Inventory

Since 2007, utilizing state and federal grants, the Health Department had stockpiled PPE and other inventory to be prepared for a respiratory pandemic (H1N1 (swine flu), H5N1 (bird flu), SARS, MERS (coronaviruses), and novel viruses (such as Covid-19). These local supplies were invaluable to the community during Covid when PPE was unavailable for purchase nationally. These supplies were distributed to protect local nursing homes, funeral directors, the local medical examiner technician, emergency services, general government, and many residents. Those supplies were depleted. The need for PPE and related supplies has continued, and the Health Department has taken full advantage of state supplies that had been made available to municipalities at no charge. Those state supplies are no longer available. To continue our efforts in Covid-19 prevention, and to be prepared for future waves of respiratory illnesses, this is a request to use \$34,574 from American Recovery Plan Act (ARPA) funds to restock our pandemic response supplies, in preparation for continued or future pandemics.

PPE List/Costs

ITEM	AMOUNT	COST/ITEM	TOTAL
COVID Tests (N)	3500-10 cases of 300	\$3.85/test	\$13,475
Hand Sanitizer (8oz) (M)	100 single bottles	\$2.10 each	\$210
Hand Sanitizer (18oz) (M)	8 cases (cases of 12)	\$50.49/case	\$404
Hand Sanitizer (4 oz) (M)	100 single bottles	\$2.53 each	\$253
Hand Sanitizer Ind Wipes (M)	2000 (1 case of 2000)	\$164.52/case	\$165
Lysol Wipe (tubs) (M)	100 cannisters (80)	6.56 each	\$656
Lysol Wipes (packs) (N)	15/80 count (30each)	\$14 & \$18/case	\$420/\$540
N95 Masks (M)	600 (30 boxes of 20)	\$16.74/box	\$503
Protec Coverall/Iso Gowns (M)	4 cases (25/case)	\$150/case	\$600
Alcohol Prep Pads (N)	300 boxes(200wipes)	\$3.60/box	\$1,100
Emergency Cots (Westcot)	10 (each)	\$395 each	\$4,000
Emerg Personal Care Products	250 (each)	\$10/pack	\$2,500
Surgical Mask w/Eyeshield (M)	100 (2 boxes of 50)	\$28.92/box	\$58
Bedding Kits (M)	250 (each)	\$28 each	\$7,000
Plastic Storage Bins	80 (each)	\$10 each	\$800
Band-aids (N)	100 (boxes of 100)	\$2.50/box	\$250
Syringes (1ml 25 g) (M)	20 boxes (boxes 100)	\$11.70/box	\$234
KN95 Masks (N)	1200 (each)	.75 each	\$900
Surgical Masks (M)	3000 (60 boxes of 50)	\$8.42/box	\$506
Total			\$34,574

Source: McKesson and Nationwide Medical Supply

Prices current as of: 1.30.2024

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 6, LICENSE, Article XVII – OUTDOOR DINING ENCUMBRANCE PERMIT, Sections 6.1701- 6.1707, of the Ordinances of the City of Portsmouth, be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

CHAPTER 6 LICENSE

ARTICLE XVII- OUTDOOR DINING ENCUMBRANCE PERMIT

Section 6.1701: STATEMENT OF PURPOSE

The City Council determines that it is a lawful purpose to temporarily encumber sidewalks, loading zones and parking spaces for outdoor dining through the City's issuance of an Outdoor Dining Encumbrance Permit, which will balance the shared use of the public realm by city residents, visitors, restaurant owners and other downtown businesses. The Council encourages outdoor dining under the conditions set forth in this ordinance because it enhances the economic vitality of the City, will ensure Americans with Disabilities Act ("ADA") accessibility and preserve access to downtown businesses while maintaining the safe flow of vehicular and pedestrian traffic. This permit does not limit or impact the availability of other permits and licenses.

Section 6.1702: TERM

Outdoor Dining Encumbrance Permits will be issued annually for a term beginning May 1st through the day after Indigenous Peoples' Day.

Section 6.1703: FEE

The Fee Schedule Study Committee shall establish the annual fee for Outdoor Dining Encumbrance Permits based on the Economic Development Commission's fee considerations for the first year of the effective date of the ordinance. For each successive year, the Outdoor Dining Encumbrance Permit fee shall be established in accordance with Chapter 1, Article XVI, relative to the adoption of fees by City Council budget resolution.

Section 6.1704: AUTHORIZED LOCATIONS FOR OUTDOOR DINING

Outdoor dining is permitted on city sidewalk(s), parking spaces and loading zones. Outdoor Dining is prohibited on all city streets, except on streets if traffic is less than 1,000 vehicles a day, and the design and location is approved by City Staff, including the Fire Department, for public safety.

Section 6.1705: PERMIT APPLICATION PROCESS

The City Manager or their designee will create online forms for the Outdoor Dining Encumbrance Permit. The Content of the Application shall include, but not be limited to, the following:

A. Applicant, Owner and Abutter Information, which shall include:

1. The name and contact information for the representative of the Applicant (food establishment entity ("Entity"));
2. City Tax Map and Lot and name of Owner of building where Entity is located; and
3. If any portion of the outdoor dining area is in front of an abutter's property, the City Tax Map and Lot of the abutting building(s), name of Owner and a statement of permission from first floor occupants of abutting building(s).

B. Plan: Every Application will include a Plan, created by Applicant with assistance from City Staff, with sufficient detail that shall include the following:

1. Location:

The Plan will show that the outdoor dining area is in a permitted location.

2. Existing Conditions:

The Plan shall include the existing conditions of the public infrastructure in the encumbered area, which includes but is not limited to, curb lines, light poles, signpost, bike racks, street trees, tree grates, manhole covers, meters, sidewalk curb cuts, fire hydrants, Fire Department connections and proximity in feet to crosswalks and intersections, if applicable. City Staff will work with Applicant to identify existing conditions on the Plan.

3. Layout and Compliance with Design Standards:

The Plan shall also show ingress and egress to the encumbered area and the layout of all objects in the encumbered area, including the dimensions and materials of tables and chairs, lighting and power sources, heaters, stands, A-frame signs, parklets, barriers and planters. The layout will comply with Design Standards recommended by the Economic Development Commission, which will

be reviewed and approved along with this ordinance, and as further amended by the City Council.

C. Compliance:

Prior to issuance of permit, Applicant will acknowledge receipt of and compliance with the Design Standards. Applicant shall also provide confirmation that it has the permission from the New Hampshire State Liquor Commission to serve alcohol in the outdoor dining encumbrance area, if applicable, and will comply with all state statutes, rules and regulations of the New Hampshire State Liquor Commission and all other City ordinances, rules and regulations.

Section 6.1706 DUTIES OF APPLICANT UPON ISSUANCE OF PERMIT

Every Applicant that is issued an Outdoor Dining Encumbrance Permit shall:

- A. Agree to permit the City to conduct all reasonable inspections of the outdoor dining encumbrance area;
- B. Comply with all applicable governing laws, Codes, City ordinances, state statutes, Design Standards and City rules, regulations and policies;
- C. Maintain and install all infrastructure in the encumbered area in a safe, clean and appropriate manner and take all action necessary to protect the public safety;
- D. Refrain from damaging the encumbered area and to restore it to its original condition upon termination of the permit;
- E. Refrain from operating outdoor dining after expiration of the permit or at any time during periods of revocation or suspension;
- F. Remove all Applicant's property from the encumbered area by the day after Indigenous Peoples' Day or within 24 hours after the encumbered area is no longer used for outdoor dining. If Applicant fails to remove its property from the encumbered area, the City will remove and store the property for 48 hours. The Applicant will be assessed a \$250 removal and storage fee. If the removal and storage fee is not paid or the property is not retrieved by the Applicant before the expiration of the 48-hour storage period, the Applicant will forfeit ownership of the property to the City; and
- G. Comply with all terms, conditions and other additional requirements set forth in the permit, including but not limited to an agreement to indemnify the City and to name the City as an additional insured in an amount prescribed in the permit and payment of permit fee.

Section 6.1707 DENIAL, SUSPENSION, REVOCATION AND PENALTIES

- A. Denial and Temporary Suspension:

The City may deny or temporarily suspend the Outdoor Dining Encumbrance Permit if it would interfere with special events or for any maintenance or construction which requires closure of streets, sidewalks, loading zones or parking spaces.

B. Suspension and Revocation:

The Outdoor Dining Encumbrance Permit will be suspended or revoked for breach of the terms and conditions of the permit and for failure to comply with this ordinance. The permit will be suspended 48 hours after receipt of written notice from the City. No 48 hours' notice is required if it is an emergency.

C. Penalties:

If the Applicant violates the provisions of this ordinance, it shall be subject to all penalties set forth in City Ordinance, Chapter 1, Article XIII and all other additional remedies permitted by law.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk



CITY OF PORTSMOUTH

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

Karen S. Conard
City Manager

Date: February 15, 2024

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 February 20, 2024

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

- A. **Public Hearing and Adoption of Resolution Pursuant to RSA 72:39-b the City hereby amends the elderly exemption based on assessed value for qualified taxpayers, such that the exemption shall be available only when the qualifying taxpayer(s) have a net income of not more than:**

Attached please find a [memorandum outlining three options for setting the annual Elderly Real Estate Exemption](#).

Option 1: (3.2%) – 2023 Social Security COLA Adjustment:

- Single \$51,741 increase of \$1,604
- Married \$70,793 increase of \$2,195
- Assets \$500,000

Option 2: (2.69%) – November to November ten-year rolling average of the Boston-Cambridge-Newton, MA-NH Consumer Price Index:

- Single \$51,486 increase of \$1,349
- Married \$70,443 increase of \$1,845
- Assets \$500,000

Option 3: Do nothing. Current income limits would not change, no move to adopt required.

- Single \$50,137
- Married \$68,598
- Assets \$500,000

I recommend that the City Council move to adopt Option 1 or Option 2. If Option 1 or Option 2 is adopted, the elderly exemption shall remain unchanged except as amended hereby.

B. Public Hearing and Adoption of Resolution Pursuant to RSA 72:39-b the City hereby amends the disabled exemption based on assessed value by qualified taxpayers, such that the exemption shall be available only when the qualifying taxpayer(s) have a net income of not more than:

Attached please find a [memorandum outlining three options for setting the annual Disabled Real Estate Exemption](#).

Option 1: (3.2%) – 2023 Social Security COLA Adjustment:

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- Single \$50,137
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I recommend that the City Council move to adopt Option 1 or Option 2. If Option 1 or Option 2 is adopted, the disabled exemption shall remain unchanged except as amended hereby.

C. Public Hearing and Adoption of Resolution Appropriating Thirty-Four Thousand Five Hundred and Seventy-Four (\$34,574) Dollars from American Rescue Plan Act (ARPA) Grant to Pay for Costs Associated with Pandemic Response Supplies and for the Payment of Costs Incidental and Related Thereto:

[Attached please find a resolution appropriating \\$34,574](#) from the City’s ARPA allocation to pay costs associated with pandemic response supplies and related incidentals.

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

D. Third and Final Reading of Proposed Ordinance Amending Chapter 6 – License – Article XVII – Outdoor Dining Encumbrance Permit, Section 6.1701 – 6.1707:

[A proposed ordinance creating an Outdoor Dining Encumbrance Permit](#) is being presented at this evening’s meeting. This re-drafted ordinance was reviewed and endorsed by the Economic Development Commission (EDC) at its January 5, 2024 meeting. In summary, the proposed ordinance creates an Outdoor Dining Encumbrance Permit that will be administered through the City’s online permitting system.

Outdoor dining will be permitted on sidewalks, in parking spaces, and in loading zones. It will be prohibited on streets, except on streets if traffic is less than 1,000 vehicles per day and the design and location is approved by City Staff, including the Fire Department, for public safety. If a dining area is proposed in front of an abutter, permission from the abutter is required.

Fees are to be established by the Fee Schedule Study Committee. Suspension or revocation of a permit may occur due to special events, construction projects, or emergencies. A penalty structure is also included to encourage compliance.

The Outdoor Dining Encumbrance Permit Ordinance, if adopted, should be accompanied by a City Council policy setting forth the Outdoor Dining Design Standards/Best Practices (“Design Standards”). These Design Standards were also reviewed and endorsed by the EDC at its January 5, 2024 meeting. The EDC recommended that the Design Standards not be included in the ordinance, and stand as a policy, to allow a faster process and more flexible approach to address changing conditions.

I recommend that the City Council move to pass third reading of this ordinance, and adopt the ordinance as presented.

XI. City Manager’s Items Which Require Action:

1. Adoption of Outdoor Dining Design Standards/Best Practices and to Repeal City Council Policy 2012-02, Policy Regarding Use of City Property for Sidewalk Café’s Providing Alcohol Service:

The Economic Development Commission (EDC) created [Outdoor Dining Design Standards/Best Practices \(Design Standards\)](#) to address safety concerns, ADA compliance and standardize certain design standards for outdoor dining throughout the City. The EDC recommends that these Design Standards be approved separately, outside the ordinance as a stand-alone policy, so that the Standards can be more easily amended in the future to allow for periodic revision in response to changes in safety standards and design recommendations/best practices. The adoption of the Outdoor Dining Encumbrance Permit Ordinance and the adoption of these Designed Standards will make City Council Policy 2012-02, Policy Regarding Use of City Property for Sidewalk Café’s Providing Alcohol Service, obsolete. The Council is being asked to adopt the Design Standards and repeal Policy 2012-02.

I recommend that the City Council move to pass the City of Portsmouth Outdoor Dining Design Standards/Best Practices and to repeal City Council Policy 2012-02, Policy Regarding Use of City Property for Sidewalk Café’s Alcohol Service.

2. **Adoption of Outdoor Dining Encumbrance Permit Fees:**

The EDC recommends that fees for the Outdoor Dining Encumbrance Permit be established by the Fee Schedule Study Committee (Fee Committee) this year. It is not possible for the Council to adopt this year’s fees through the City Council budget resolution process because outdoor dining will begin before the budget is adopted. The Fee Committee met on February 15, 2024 and have recommended and approved the fees set forth below. These fees are being brought forward for Council approval tonight and will be effective immediately.

I recommend that the City Council move to approve the Outdoor Dining Encumbrance Permit Fees as recommended by the Fee Committee as follows:

Cost per square foot: \$5

Minimum fee: \$750

3. **Auction of Excess Granite Materials:**

The City currently has a surplus of granite from various City projects with an approximate weight of 17-20 tons per lot. The granite has been separated into 22 lots of similar pieces located at the City’s storage location at 300 Constitution Avenue. The lots will be sold independently. As in the past, we have disposed of surplus equipment, cars, and materials through GovDeals, an online auction site in which items are sold to the highest bidder.

According to City Ordinance Section 1.505, any sale of property valued at or above \$500.00 must be authorized by the City Council and may be conducted by competitive bidding, public auction, or any other means authorized by a 2/3 vote of the City Council.

We have used GovDeals in the past and it has shown that the City receives more money from our surplus property than through a sealed bid process.

I recommend that the City Manager be authorized to sell the excess granite as presented through Gov Deals.

XII. Consent Agenda

A. **Projecting Sign Request – 51 Islington Street Unit 103:**

Permission is being sought to install a projecting sign at 51 Islington Street Unit 103 that extends over the public right of way, as follows:

Sign dimensions: 30” x 30”

Sign area: 6.25 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. Approval of Hazard Mitigation Plan Grant - \$15,000:

The City is required to have and maintain a Hazard Mitigation Plan. This Plan is designed to assist the City in reducing and mitigating losses from natural hazard events and was developed by the Rockingham Planning Commission and participants from the City of Portsmouth Hazard Mitigation Committee. The Plan contains the tools necessary to identify specific hazards and aspects of existing and future mitigation efforts and was last completed in 2017. It requires an update every five years.

The City has been working with the NH Homeland Security and Emergency Management Hazard Mitigation team to get funding and a contractor (Rockingham County Planning Commission) selected to update the plan.

Typically NHHSEM awards grants in blocks by County with other municipalities and pays the contractor directly. In this case, in an effort to expedite completion of the plan, the City will be awarded the grant in the amount of \$15,000 and pay the contractor directly.

I recommend that the City Council move to the terms of the Hazard Mitigation Grant Program as presented in the amount of \$15,000.30 for updating the local hazard mitigation plan. Furthermore, the City acknowledges that the total cost of this project will be \$16,667.00, in which the City will be responsible for a 10% match \$1,666.70.

XVII. City Manager's Informational Items:

1. FY25 Budget Intentions:

After meeting with staff to discuss potential changes to the Planning Board adopted CIP FY25-FY30, I would like to suggest the following reductions in the requested Capital Outlay and Information Systems request for FY25.

Suggested Changes to Capital Improvement Plan FY25-FY30

CIP Page	FY25 Capital Outlay	Planning Board Adopted 12/21/2023	Suggested Reductions for FY25 Budget	Suggested Use Of ARPA	Proposed FY25 Budget
78	Permanent Records Storage Facilities	\$25,000	(25,000)		-
83	Sheltering and Public Health Resources	\$250,000		(250,000)	-
87	City of Portsmouth Master Plan Update	\$150,000	(150,000)		-
90	Existing Outdoor Recreation Field and Facility Improvements	\$75,000	(25,000)		50,000.00
95	Pierce Island Recreation Improvements	\$150,000	(150,000)		-
102	City Hall HVAC Improvements	\$200,000	(200,000)		-
107	Sound Barriers in Residential Area Along I-95	\$50,000	(50,000)		-
Total Capital Outlay suggested reductions or use of ARPA Funding			(600,000)	(250,000)	
FY25 Information Systems		Planning Board Adopted 12/21/2023	Suggested Reductions for FY25 Budget	Suggested Use Of ARPA	Proposed FY25 Budget
116	Citywide Information Technology Upgrades & Equipment Replacements	\$829,038	(261,858)		567,180
Total Information Systems suggested reductions or use of ARPA Funding			(261,858)	-	
Total suggested reductions to Planning Board Adopted CIP FY25-FY30			(861,858.00)	(250,000.00)	
Total Combined Reduction				(1,111,858.00)	
		Budget FY24	After Reduction Proposed FY25	\$\$ Change from FY24	% Change from FY24
	Capital Outlay	\$1,820,000	\$1,638,000	(\$182,000)	-10%
	Information Systems	\$1,172,336	\$992,180	(\$180,156)	-15%

With these reductions and use of ARPA funding totaling \$1,111,858, the FY25 Budget for Capital Outlay and Information Systems will be \$362,156 less than the FY24 Budget.

In addition, funding for the ambulance replacement will be changed from cash rolling stock to bond/lease rolling stock.

In addition, I propose to use the \$2,183,054 (Two Million One Hundred Eighty-Three Thousand Fifty-Four Dollars and 00/100) in the remaining Revenue Loss portion of ARPA funds as revenue in the general fund in FY 25 to obligate and expend on general government services, which include but are not limited to maintenance or building of infrastructure, including roads, modernization of cybersecurity, protection of critical infrastructure, health services, environmental remediation, school and educational services and fire, safety and other public safety services. The City’s External Auditors, CLA, have confirmed that under ARPA guidelines, Revenue Loss ARPA funds can be recorded as revenue in the general fund and expended on general government services.

2. Report Back on Home Occupation Zoning:

At the January 16, 2024 meeting, the City Council requested a report back on the options for moving forward with an amendment to the Zoning Ordinance relative to home occupation and artists. Outlined below are short-term and a long-term steps for consideration.

As a short-term step, a minor amendment could be made to the existing definition of "Home Occupation 1" as set forth in Article 15, Section 10.1530 to allow "no more than 2 client, vendor or general public visitations at one time." See attached showing the new language highlighted in red and bolded and deleted language stricken. The likely objections to this change could impact parking or traffic, particularly in our more congested neighborhoods.

If the City Council would like to take this short-term action, it can refer this suggested amendment to the Planning Board for consideration and to the Legal Department for putting such an amendment into the proper form.

As part of a longer-term evaluation, the Planning Department recommends that home occupations be part of the discussion during the master planning process. Considering the changes in work brought on by the pandemic, it would be appropriate to give this subject a close and renewed look.

3. **Market Square Master Plan Working Group:**

I will provide a verbal update on a proposed working group for the Market Square Master Plan at this evening's meeting.

City of Portsmouth
Outdoor Dining Design Standards | Best Practices

The following represents best practices for the design of outdoor dining:

Objectives

- Regulate the safety and flow of pedestrian and vehicular traffic.
- Define a standard of visual appropriateness and streetscape conformity within historic downtown Portsmouth.
- Create outdoor dining spaces easily usable by people with disabilities.

Furniture

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

Barriers: Sidewalks

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

Barriers: Parking Spaces, Loading Zones and Travel Lanes

- Maximum barrier height of 3 feet (36").
- Planters may be used as part of or on top of barriers; combination barriers/plants/greenery are not to exceed 6' feet (72") in height above the street. Maximum total height not to exceed 3 feet (36") within 20 feet of an approach to a crosswalk .

- City-provided jersey barriers will be used on the leading edge of dining areas and may also be used on other edges for safety, to be determined by City.
- Alternate barriers must have approval from the City.

Platforms, Parklets

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

**CITY OF PORTSMOUTH
CITY COUNCIL POLICY NO. 2012-02**

**POLICY REGARDING USE OF CITY PROPERTY FOR SIDEWALK CAFE'S
PROVIDING ALCOHOL SERVICE**

WHEREAS, the City Council allowed the pilot use of City property by two sidewalk cafe's providing alcohol service during the 2011 summer season; and

WHEREAS, the City Council recognizes the benefit to residents, businesses, visitors and the City's economic vitality of allowing sidewalk cafe's with alcohol service on City property; and

WHEREAS, the City Council desires to balance said benefits of sidewalk cafe's with the safety, desires, and convenience of the public at large; and

WHEREAS, the City Council also recognizes that the City has the inherent authority to regulate any obstructions on City sidewalks and any intrusions into City sidewalks; and

WHEREAS, the City Council recognizes the authority of the State to regulate alcohol service.

NOW THEREFORE, the City Council adopts the following policies, criteria and standards with regard to the use of City property for sidewalk cafe's providing alcohol service:

1. Requests for use of City property for sidewalk cafe's providing alcohol service shall be made in writing to the City Council on an annual basis by May 1st with no expectation of continued year-to-year use of the sidewalk area on a continuing basis.
2. Such requests shall include a dimensioned site plan of the existing conditions, including a depiction of public infrastructure such as curb lines, light poles, bike racks, street trees, tree grates, manhole covers, meters, licensed A-frame signs, adjacent on-street parking and loading zones, adjacent accessible sidewalk curb cuts and the like. Such requests shall also include a dimensioned site plan depicting the proposed table/chair layout plan for the sidewalk café, dimensioned routes of travel within the sidewalk café area and on the adjoining public sidewalk, as well as detail sheets for the proposed enclosure system, tables, chairs, lighting, trash receptacles, and the like.
3. The terms and conditions of any such requests that are approved by the City Council in any given year shall be described in an annual Area Service Agreement, which includes a clear depiction of the area approved for sidewalk café use, with said Area Service Agreement to be signed by the City Manager and the party or parties making the request.
4. The term of the Area Service Agreement should be for no more than six (6) months and shall typically run mid-April thru mid-October.
5. Area Service Agreements shall not be assignable to other parties.
6. Use of the Area subject to the Area Service Agreement (the "Area") may be precluded, modified or made subject to any such terms and conditions as may be determined by the City in order to accommodate special municipal events.

7. A ten dollar (\$10.00) per square foot fee will be charged for the Area subject to the Area Service Agreement and the fee shall be for the entire 6 month season with no proration of the fee. The minimum fee for the season shall be \$2,000 even if the size of the Area subject to the Agreement is less than 200 square feet. The fee shall be due and payable to the City of Portsmouth prior to authorization to use the Area.
8. The Area specified for sidewalk café use in the Area Service Agreement shall be restored upon termination of the Area Service Agreement at season's end. Specifically, at season's end, the enclosure system, tables, chairs and all other materials in their entirety shall be removed from the City-owned area with the area left in an unobstructed, undamaged, clean and sanitary condition at no cost to the City.
9. Sidewalk cafés on City property shall indemnify and hold harmless the City of Portsmouth and shall maintain and provide insurance of the types and amounts specified by the City's Legal Department.
10. Sidewalk cafe's shall not damage sidewalks, curbing, bike racks, street trees, light poles, trash containers, utilities or any other City amenities or infrastructure, or make same inaccessible for public use or maintenance purposes.
11. Sidewalk café's may utilize the Area for authorized purposes during their normal business hours, except that all tables within the Area shall be cleared of all food and alcoholic beverages by 10:30 p.m. 7 days a week with no alcohol served within the Area subsequent to one-half hour before the foregoing closure times.
12. Sidewalk café operators shall agree at all times to comply with all laws, rules and regulations of the NH State Liquor Commission and all other local, state and federal laws. Approval of the Area Service Agreement by the State Liquor Commission is required. Alcoholic beverage violations shall be self-reported to the State Liquor Commission.
13. Sidewalk cafe's shall only serve alcoholic beverages to patrons who are seated at a table and who are ordering a substantial meal with service at tables conducted by wait staff only.
14. Sidewalk café operators will agree that they shall be solely responsible for compliance with the Americans with Disabilities Act.
15. The Area Service Agreement may be suspended at the sole discretion of the City on an administrative basis.
16. The Area Service Agreement may be revoked in its entirety, excepting for indemnity provisions, by the City by vote of the City Council.

17. Sidewalk cafe's with alcohol service should meet the following site design standards:

- Be separated from the public pedestrian space on the adjacent municipal sidewalk by an enclosure system consisting of heavy duty black decorative metal materials or equivalent as approved by the City Manager or his designee; special attention shall be paid to the method used to support the enclosure system in order to avoid damage to public property and insure public safety; the minimum height of the enclosure system shall be 30 inches and the maximum height shall be 36 inches.
- Sidewalk cafe's shall have no audio or visual or entertainment of any type located outside, and no visual entertainment shall be situated on the inside of the building in such a manner that it is directed to patrons in the sidewalk café.
- Sidewalk café seating shall be appurtenant and contiguous to a doorway accessing the main restaurant facility with service provided within the Area approved by the City, and the adjacent public pedestrian way shall not be crossed in order to provide alcohol or food service to additional areas.
- The internal dimensions and table/chair layout of the sidewalk café Area must allow for the passage of customers and wait staff and shall, in any event, meet ADA requirements.
- Sidewalk café's must provide a 5-foot radius clearance from the center of restaurant doorways (exterior) and doorways shall be kept clear at all times and a 5-foot minimum clear pedestrian path in front of restaurant doorways (exterior) shall be maintained at all times.
- The enclosure system, tables and chairs shall be movable/non-permanent.
- In Market Square the minimum width for the pedestrian way adjacent to the Area shall be 10-feet to 12-feet depending on site conditions. In all other areas where sidewalk cafe's are allowed the width for the pedestrian way adjacent to the Area shall, at a minimum, be 5-feet and, in any event, meet ADA, but will depend on site conditions. The pedestrian way in both instances shall allow for and provide clear unimpeded passage and access along the Area. The pedestrian way shall be located entirely on the public sidewalk and shall meet criteria that ensure pedestrian safety, usability and ADA compliance. In no event shall the Area interfere with accessibility or public safety, including safe lines of sight for drivers.
- Canopies over the sidewalk café shall not be allowed unless they are completely supported by hardware on the building structure, that is, there shall be no vertical supports in or around the sidewalk café; table umbrellas without logos are allowed, but must not extend beyond the Area.
- No advertising of any kind shall be allowed in the Area.
- No improvements or personal property located within the Area shall extend on or over any municipal property located outside the Area.

18. Smoking should not be allowed in the sidewalk café Area.

19. Sidewalk café operators shall agree at all times to comply with all local laws, rules, regulations and orders including, but not limited to the following:
- Health Department to approve outdoor food service operations and cleaning operations, with the Area to be left in a clean and sanitary condition at all times and garbage contained at all times in covered receptacles. The Area shall be left in clean condition at close of business with all garbage removed in its entirety from the Area, and any ground debris swept up, at close of daily business. No food prep, grilling, service windows, service counters, wait stations, or bus buckets shall be allowed in the Area and no condiments, paper products or the like shall be stored on the tables in the Area. Health Department shall review/approve that kitchen facilities are sufficient to support additional seating.
 - Inspections Department shall review/approve that bathroom facilities are sufficient to support outdoor sidewalk café seating. Permits shall be sought from the Inspections Department for any proposed Area lighting.
 - A Place of Assembly inspection and updated Place of Assembly permit shall be required from the Fire Department and the Fire Department shall review/approve means of egress.
20. No Area Service Agreement should be approved by the City except in conformance with the foregoing.
21. The above are policy guidelines that will serve as the basis for Area Service Agreements, which may include other terms and conditions deemed by the City to be in the public interest.
22. The number and location of sidewalk cafe's on City sidewalks shall be at the sole unfettered discretion of the City Council acting in the public interest and no entitlement is created by this policy for any party to have a sidewalk café at any location.

This policy shall take effect upon the passage by the City Council.

Adopted by the Portsmouth City Council on **March 19, 2012**.
Ratified by the Portsmouth City Council on January 13, 2014.
Ratified by the Portsmouth City Council on January 11, 2016.
Amended by the Portsmouth City Council on February 21, 2017.
Ratified by the Portsmouth City Council on January 16, 2018.
Ratified by the Portsmouth City Council on January 8, 2020.
Ratified by the Portsmouth City Council on January 24, 2022.

Kelli L. Barnaby, MMC, CMC, CNHMC
City Clerk

Attachment: Images of surplus granite block lots



Surplus Granite Lot 1



Surplus Granite Lot 2



Surplus Granite Lot 3



Surplus Granite Lot 4



Surplus Granite Lot 5



Surplus Granite Lot 6



Surplus Granite Lot 7



Surplus Granite Lot 8



Surplus Granite Lot 9



Surplus Granite Lot 10



Surplus Granite Lot 11



Surplus Granite Lot 12



Surplus Granite Lot 13



Surplus Granite Lot 14



Surplus Granite Lot 15



Surplus Granite Lot 16



Surplus Granite Lot 17



Surplus Granite Lot 18



Surplus Granite Lot 19



Surplus Granite Lot 20




Surplus Granite Lot 21



Surplus Granite Lot 22

MEMORANDUM

TO: Karen Conard, City Manager

FROM: Peter Britz, Planning & Sustainability Director 

DATE: February 9, 2024

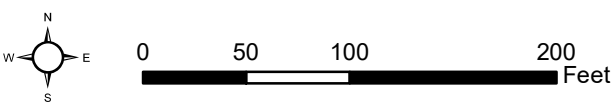
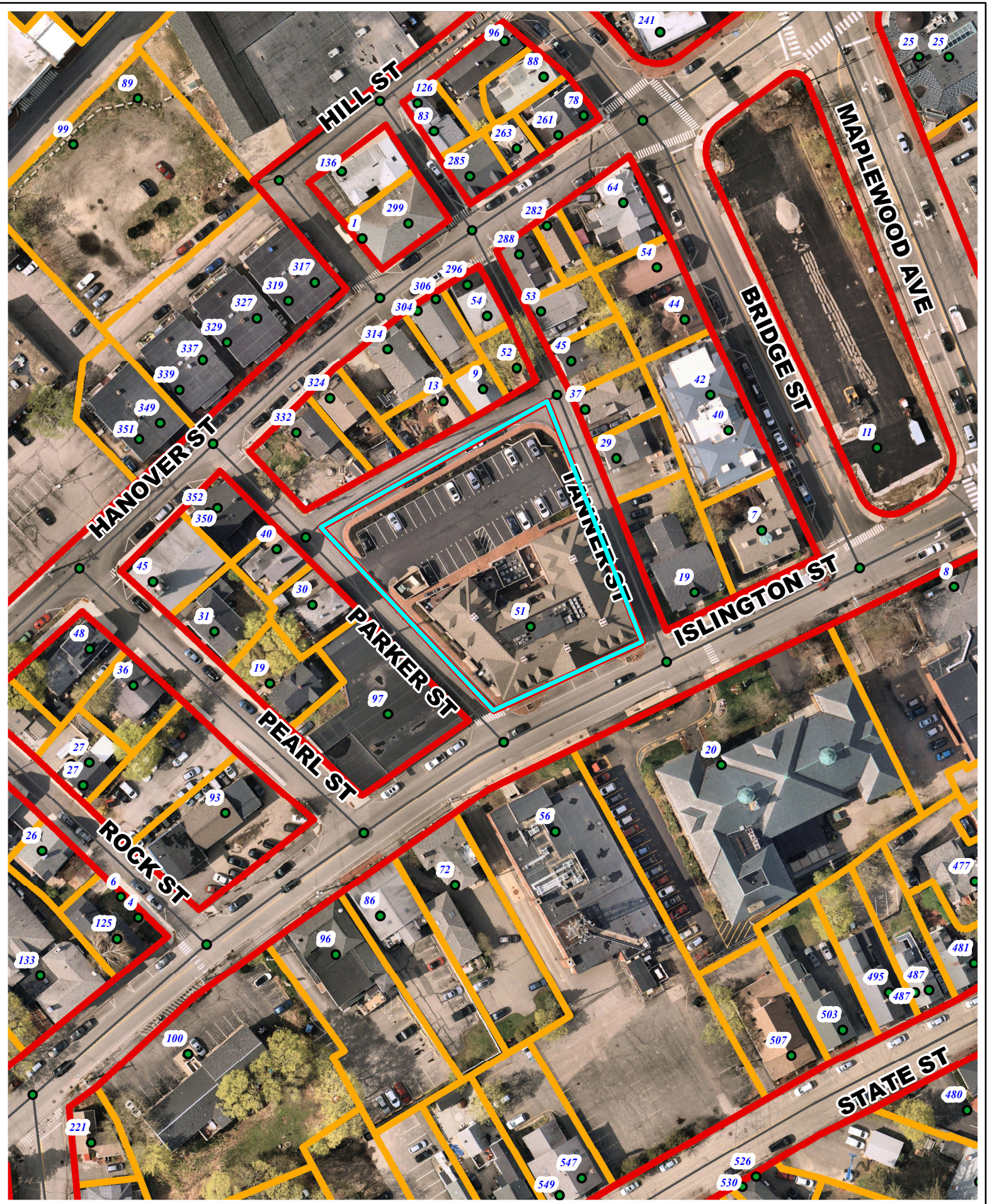
RE: City Council Referral – Projecting Sign
Address: 51 Islington Street Unit 103
Business Name: Avery Insurance
Business Owner: Tod O'Dowd

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

Sign dimensions: 30" x 30"
Sign area: 6.25 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
51 Islington Street Unit 103**



Proof #A
1/24/24

Company: Avery Insurance

Job: 51 Islington Street

Type: Projecting Sign

Quantity: 1

Size: 30" w

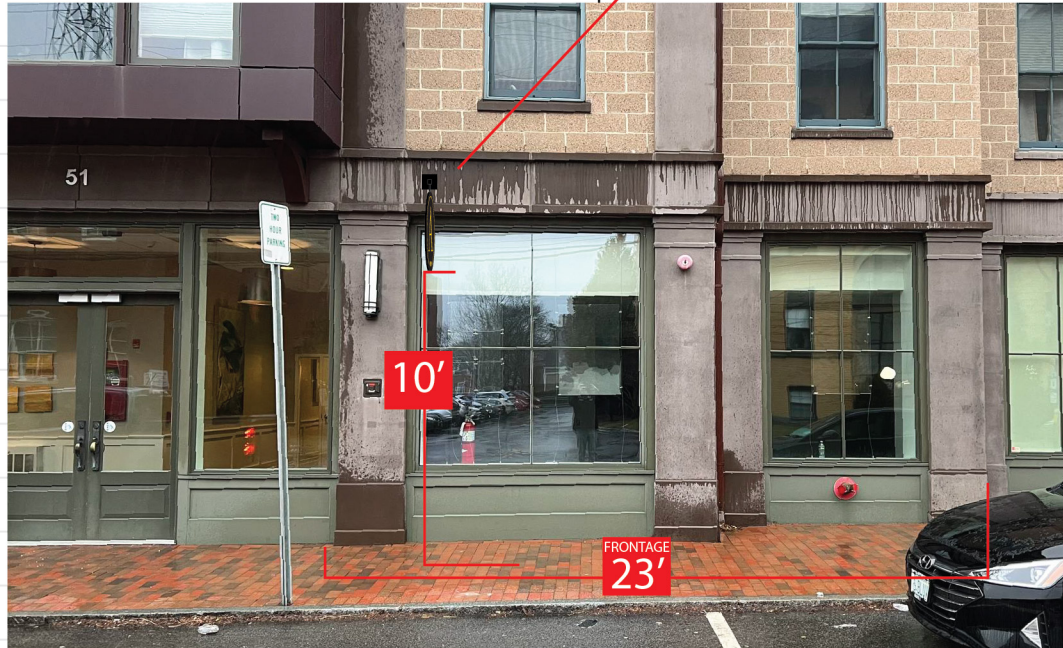
Sides: 2

Style: Carved & Gilded 23K Gold

Substrate: 1"-2" HDU

Posts & Brackets: Existing

NEW PROJECTING
NONE EXISTING



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

Install: Y/N

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

Complete: Called/Emailed Date: __/__/__ By: __

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

Customer Approval _____ **Date:** _____

CITY COUNCIL E-MAILS

Received: February 5, 2024 (after 5:00 p.m.) – February 15, 2024 (before 9:00 a.m.)

February 20, 2024 Council Meeting

Submitted on Thu, 02/08/2024 - 12:18

Full Name

Abbie Frank

Email

afrank@sau52.org

Address

169 Madison St

Message

I know you have been making a lot of tough decisions during the city budget planning and I understand that you are not in charge of what positions are kept and what positions are cut in the school department. However, I am hoping that you may be able to help pass your support along for the nature-based teaching position for the Portsmouth Elementary schools to the school board. Not only is this a position that has enriched our school system it has also allowed our students to receive part of their education in an alternative manner which supports education for all types of learners.

For many students, this is the highlight of their week. You can find stories of being out in the “thicket” (what we called our outdoor classroom space at LHS) in their writing journals, pictures of the creations they have made in their weekly class newsletters and chatter during lunch about the fun they had while exploring the thicket.

This program has allowed students of all abilities and learning profiles to be included with their classmates. I am a speech-language pathologist who works with students in the PEEP program and at Little Harbour School. I go out to the thicket each week for an hour with a special education student in the first grade. This student has a complex education profile and has never attended school before this year. Everything is new for her and she is learning to communicate, navigate her environment, engage with peers, follow routines, complete daily living tasks and participate in her classroom. Many of the traditional classroom activities are too complex and difficult for her to participate in at this point. However, when she is out with her classmates learning by the harbour she can work on her educational goals and objectives with her peers in a natural setting. While her classmates are learning about habitats, climate, different types of birds and the seasons she can interact with them by labeling acorns, looking for birds and walking with them around the thicket. It is a chance for me to target communication objectives in a meaningful way and model and train her teachers and the paraprofessionals who work with her.

As I’m writing this I can hear a student in the next office working with the ESOL teacher and they are working on using adjectives to describe the thicket. Losing this position and the opportunity for our students to be educated about nature while they are out in nature would be extremely disappointing and I’m hoping that as a district we can figure out a way to continue this fabulous program.

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

Submitted on Tue, 02/13/2024 - 14:13

Full Name

Amber Buttermore

Email

amberpeacock@hotmail.com

Address

545 FW Hartford Drive

Message

Last week my child and I went out to dinner just the two of us. She is a very bright creative kid who also has Dyslexia. She's 10 and at Dondero in 4th grade. She was evaluated 2 months before the COVID shutdown and her first special education services were via zoom. I wanted some time to connect and to reflect with her. As our conversation developed over she began to tell me this very vivid story about how the best part of the day was building a snow fort outside, or actually rebuilding it. There was a group of friends working on it which began to grow and include other kids that don't often play together. This larger group worked together creating something even better than the original. With cooperation and no direct instruction from adults they recreated a fort with an ice skating rink to boot. She then said how amazing it would be to just get a little more time to finish the last few details. I mentioned asking for more recess time and we chuckled. She said 5 more minutes would be amazing. I couldn't help but think about how much time she has lost over the last few years. Socially and academically.

I would have to agree with my daughter. More time would be amazing. The time for play like this and learning is restricted and melting away for her and her peers. By 6th grade it will be gone. She is growing older and there is much to do in her day. For children like her who lost so much social time during the pandemic these times and places, being in nature and with her peers at school are the things that are really most important. The research is clear enough that we all know what is most important and what is happening with childhood these days.

These types of experiences are what connect children to their peers and schools and actually bring them into school so that they can learn the important parts like Reading, Math, and Writing. Schools and teachers feel pressure now to make sure we are making up for the academic loss our children have faced. Parents are taxed with the same mission. With many uncovering things about thier children now that they never realized before.

As this pressure grows and our children try to hurry up constantly, we know that mental health concerns are laid out before us as well, in our families, in our schools and in our community and City. And the divide on who gets more mental health support grows. People with more money are able to get additional academic and mental health services quicker and easier.

As a parent of two children in this City and much experience putting my own blood sweat and tears into supporting my neighborhood school through fundraising, I do not understand the plan to limit and decrease the budget for our children and schools. I do not agree with the loss of the Esser funded positions like our Nature Based district wide educator nor do i feel comfortable with the City's attempt to limit any extra salaried positions if that's what our schools need. To hear the conversation about not being able to fund an additional School Psychologist after the need was presented is shocking. Special Education can not afford cuts but instead should be more supported and more funded as the needs increase. Additionally the district is looking to cut instructional tutors to fit the ask from the City even when my neighborhood school's numbers are growing with classrooms of 23 children. It truly makes me wonder if we all want equity for ALL children and ALL families across the City no matter where they live.

Portsmouth Parents have put so much monetary support into our schools through the PTA and PTOs especially since 2018. People who are not parents of this age group would truly be astonished at how much support our schools get just from the Moms and Dads who live in this City. So as a citizen of Portsmouth In 2024 and looking back over the last few years I can say that many other citizens are feeling stretched with the constant support our schools need financially. We want to see our City partner with us in tbe same passionate way we have. We need our City to support additional funding for our schools and teachers and children instead of making our Superintendent decide what needs to be on the chopping block. I want to tell my daughter that her City and schools do all they can for her and for all the kids. Because they matter and we are all in this together.. We can't under-fund schools and then still hope to say that our schools are great and innovative. Much of that innovation has been left to parents, federal funding, and outside sources to make it all a reality. In closing I'd like to ask how will the City budget support our children's mental health as well as the future plan for the Outdoor Education movement if the position is cut? What is the plan moving forward? How will the City support our growing numbers and our Special Education needs? The cuts have labels and they effect our children and our lives. I hope we are continuing to move forward in a way that saves money in a true meaningful way not in a way where our our district feels like they can't do exactly what teachers and students and families need.

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

Submitted on Tue, 02/13/2024 - 22:27

Full Name

Steven Adler

Email

adlersteve55@gmail.com

Address

49 Orchard Street

Message

Dear City Council

Jim Hewitt's actions consistently appear to be in the interest of other citizens in Portsmouth and often to protect them. He clearly comes to this volunteer role with a great deal of knowledge. It's incredibly discouraging that this matter has come before the city council.. I hope you vote to keep him in his role on the planning board.

Steve

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

Submitted on Wed, 02/14/2024 - 08:49

Full Name

Brian Gibb

Email

bkjibb@gmail.com

Address

348 Maplewood Ave

Message

Good morning, City Councilors. I'm writing to tell you how pleased I was with the process and outcome during this lengthy special meeting. I have been confident in your abilities based on your tenure but I believe you showed exemplary leadership last night. I watched all of you listen carefully, take notes, and maintain an open mind during the proceedings. Your thoughtful and lengthy deliberation after hours of tiring discourse was impressive. I was equally pleased to hear your genuine empathy for the volunteer but your continued conviction to fair proceedings. This was to me, your finest hour to date. Please continue setting a solid example of what city leadership should look like.

Gratefully yours, Brian

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



CITY OF PORTSMOUTH

City Hall, 1 Junkins Avenue
Portsmouth, New Hampshire 03801
smwoodland@cityofportsmouth.com
(603) 610-7240

Suzanne M. Woodland
Deputy City Manager / Regulatory Counsel

Date: February 12, 2024

To: Karen S. Conard, City Manager

From: Suzanne M. Woodland, Deputy City Manager / Regulatory Counsel

Re: Request from the NH Society of the Sons of the American Revolution to hold a grave marking ceremony at the North Cemetery

The City of Portsmouth received an e-mail communication from Curtis Hermann, Commander of the New Hampshire Society of the Sons of the American Revolution (SAR). The SAR would like to hold a grave marking ceremony on March 30, 2024, at the North Cemetery to commemorate the 250th Anniversary of the raid on Fort William and Mary and place bronze Revolutionary War Patriot markers at the graves of 5 Patriots who were all known participants in the raid at Fort William and Mary. In the event of inclement weather the SAR might elect to work with the City to find an alternative date.

Susan Sterry, the Chair of the Cemetery Committee, and I met with Mr. Hermann to obtain more information. The grave marking ceremony would include the SAR Color Guard and musket salute, if permitted. They also request amplification.

The Cemetery Committee reviewed this request at its meeting of February 1, 2024, and voted to recommend that the City Council approve this request to hold a grave marking ceremony and to refer it to the City Manager with power.



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

Committee: Citywide Neighborhood Committee

Name: Chuck Raye Telephone: 6036862968



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

Street address: 21 Wallis Road

Mailing address (if different): _____

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

How long have you been a resident of Portsmouth? 11 years

Occupational background:

Since graduating from Syracuse University with a BS in Mechanical Engineering in 2010, I've held several roles at MilliporeSigma, a global Life Science company. I spent ~8 years in different engineering roles supporting a manufacturing facility that makes equipment used in the production of various types of therapeutic products. For the last ~6 years, I've been a Product Manager focusing on the development, production & marketing of new types of equipment with a global, cross functional team. I've presented at several global conferences, have been a people manager & also have my Green Belt in Lean Six Sigma processes.



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

I've lived in the Maple Haven neighborhood since 2013 and I'm currently the Secretary for the Maple Haven Neighborhood Committee that was reactivated in 2023. This neighborhood committee was reactivated to help gain consensus regarding City plans to upgrade the sidewalks in our neighborhood, which lead to various neighborhood discussions over the course of 2023.

 OVER

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

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

Reasons for wishing to serve:

After joining the discussions regarding the Maple Haven sidewalks and getting more involved with the community through the neighborhood association, I would like to expand my participation within the broader community through the CNC. I enjoy learning about what's going on across the city, seeing how these improvements contribute to the greater good and want to contribute to these efforts.

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

Maple Haven Neighborhood Committee, Portsmouth Democrats Executive Committee, International Society of Pharmaceutical Engineers, American Society for Testing and Materials

Please list two character references not related to you or city staff members:

(Portsmouth references preferred)

1) Elaine Apatang, 9782045749

Name, address, telephone number

2) Joanna Kelley, 5 Simonds Road, 6037671565

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Cherita Kuper

Date: 26-JAN-2024

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

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

Honorable Deaglan McEachern

Mayor

City of Portsmouth

Via Email

2-12-24

Dear Mayor McEachern,

I'm writing to propose to you appointment of three new members of the Energy Advisory Committee:

- Tracey Cameron, to replace Allison Tanner who moved to Maine
- Betsy Blaisdell, who replaces Rebeca Raum O'Brien, who stepped down late 2022
- Herb Lloyd, who serves as liaison to the Sustainability Committee

Our original motion to create the committee stated, "at least three citizens, two city councilors and one member of the (Mayor's Blue Ribbon) Sustainability Committee (which is now permanent). These new members bring us to six citizens and two councilors.

All the applicants have strong records in the energy sector and carbon reduction as the attached applications show.

The Energy Advisory Committee met last week and adopted a mission of creating a "lower carbon, lower cost" energy future for Portsmouth. We also set priorities from our December discussions of work areas using a simple voting exercise. The first up is Community Solar, looking at other Community Power aggregations such as in New York state, that have made local solar an option for customers with a 10% savings on electricity.

I'm happy to discuss these applicants as well as how the PEAC works with the Sustainability Committee or other concerns you may have.

Cordially,

John Tabor

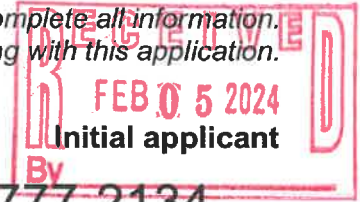
City Councilor



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: Energy Advisory Committee

Name: Elisabeth "Betsy" Blaisdell Telephone: 603-777-2134

Could you be contacted at work? YES NO If so, telephone# 603-777-2134

Street address: 77 New Castle Ave

Mailing address (if different): _____

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

How long have you been a resident of Portsmouth? 20+ years

Occupational background:

I currently serve as Director of Decarbonization for global consulting firm, Guidehouse. Clients include large fashion brands, international food and beverage brands, media services companies, private equity, and government.

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

Currently advise large, international corporations on energy and climate strategies, policies, and programs. Selected by the US SEC as their Climate advisor in 2023.

Previous work experience: I served as the heads of sustainability for global brands like Patagonia and Timberland. I was also the Industrial Energy Manager for the State of New Hampshire. I've launched several industry-wide initiatives focused on energy and climate including BICFP, SAC, LWG. These efforts earned the US President's Champion of Change Award. I've also testified in front of Congress on energy and



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

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

Reasons for wishing to serve: _____

~~I see this committee as essential for meeting the goals in our Climate Action Plan while improving the access and affordability of clean energy to our residents. Personally and professionally I'm committed to these causes. I try to walk the talk by installing solar on my home in the HDC, being an early adopter of electrification including driving only EVs, and improving the efficiency of my home. I would like to support others in doing the same. I applaud this committee in making the move to Community Energy and would like to use my professional background and personal experience to support this sort of step-change.~~

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

None currently. Former member Blue Ribbon Committee on Sustainability

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

1) Brian Neste, 184 Walker Bungalow Road (603)-361-6196

Name, address, telephone number

2) Ben D'Antonio 97 Middle Road (603) 828-8977

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: *Elisabeth Blaisdell* Date: 02/05/2024

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

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



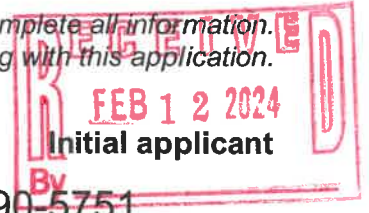
CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

Committee: Energy Advisory Committee

Name: Tracey Cameron Telephone: 603-490-5751



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

Street address: 1177 Sagamore Unit 7 Portsmouth

Mailing address (if different): same

Email address (for clerk's office communication): cameronts12@gmail.com

How long have you been a resident of Portsmouth? 5 years

Occupational background:

~~Financial services - Data analyst money market trading. Financial services - corporate governance and ESG (voting proxies and engaging corporate holdings on governance and ESG). Sustainability non-profit - working with institutional investors engaging the oil and gas sector on reducing carbon emissions.~~

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

~~For the past five years I have worked at Ceres, a sustainability non-profit on the climate and energy team. My focus has been with the oil and gas sector. Other members of this team have focused on utilities - finding ways to understand those emissions and encouraging those firms to make climate commitments, and monitoring progress. Recently I have worked with the Univ of TX to convene a group of energy companies, investors, utilities and regulators to address methane emissions and flaring at small oil~~

➡ OVER

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

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

Reasons for wishing to serve: _____

~~We are not on track to global warming to 1.5C or even 2C. While oil and gas majors have made good strides in the past few years to improve the impacts of production, the science says we can't support new development of oil and gas - yet the industry continues to invest in new sources which is unsustainable. The most valuable thing we can do in our communities is to reduce demand for fossil energy by adding renewables and encouraging~~

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

~~I am recently (semi) retired and hope to get more involved in 1 or 2 community organizations. Previously I was on the Sustainability Committee. Other interests are yoga and tennis.~~

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

1) Joanne Knight, Cornwall Rd. Portsmouth 914-419-3699

Name, address, telephone number

2) Joanne Foster, Hancock Rd, Portsmouth 978-836-0822

Name, address, telephone number

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3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Tracey S. Cameron Date: February 9, 202

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

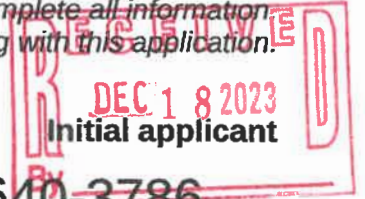
Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: Portsmouth Energy Advisory Committee

Name: Herb Lloyd Telephone: 435-640-3786

Could you be contacted at work? YES NO If so, telephone# 435-640-3786

Street address: 5 Ruth Street Portsmouth NH 03801

Mailing address (if different): _____

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

How long have you been a resident of Portsmouth? 12yrs

Occupational background:

I work as a Project Manager for the Department of Veterans Affairs

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

I have been a member of the City of Portsmouth Sustainability Committee for almost 2yrs, a member of Clean Energy NH and active with other local organizations like Portsmouth Climate Action.

OVER

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

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

Reasons for wishing to serve: _____

First I am very interested in the work and opportunities of this committee and second being a member of the Sustainability Committee I feel I can add more value being a member of both and a conduit for information sharing.

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

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

1) John Tabor

Name, address, telephone number

2) Allison Tanner

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: _____

Date: _____

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

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



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

Committee: Zoning Board of Adjustment Initial applicant

Name: Thomas Nies Telephone: 6032054081

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

Street address: 419 Richards Avenue, Portsmouth NH 03801

Mailing address (if different): _____

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

How long have you been a resident of Portsmouth? 33 years

Occupational background:

U.S. Coast Guard - 1976-1997; New England Fishery Management

Council: Analyst, 1997-2013, Executive Director, 2013-2023

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

Requested two variances for (1) adding a sunroom and (2) replacing a garage.

Commented on three variance applications submitted by neighbors. My work

experience involved frequent review and interpretation of legal or regulatory

requirements, as well as evaluation of the social and economic impacts of decisions

based on those requirements.

➡ OVER

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

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

Reasons for wishing to serve: _____

I believe my ability to objectively consider all sides of a question before reaching a decision will help me serve the Board. In addition, my lengthy experience reviewing regulations and legal requirements will ensure my opinions are based on existing requirements and will be supported by a clear rationale.

Please list any organizations, groups, or other committees you are involved in:
Marine Resource Education Project: teaching fishermen how the federal regulatory system works

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

1) Kurt Kasik, 441 Richards Avenue, Portsmouth; 603-234-0947
Name, address, telephone number

2) Andrea Daly, 429 Richards Avenue, Portsmouth; 603-759-7829
Name, address, telephone number

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Signature: Thomas A. Vee Date: 1/28/2024

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

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



RESOLUTION REGARDING STAFFING MANDATES FOR NURSING HOMES

WHEREAS, the nation’s rural healthcare facilities and nursing homes are facing a historic staffing shortage, and the current labor market and chronic underfunding continue to make it more difficult for rural healthcare facilities to reach pre-pandemic staffing levels; and

WHEREAS, the Centers for Medicare and Medicaid Services (CMS) has recently announced a proposed federal staffing requirement for healthcare facilities and nursing homes that fails to take into consideration the current labor conditions; and

WHEREAS, these facilities continue to do everything they can to strengthen their workforce, but there are not enough qualified and available workers in the labor market to meet the demand; and

WHEREAS, a one-size-fits-all staffing mandate, without resources or programs to help facilities meet such a requirement, will limit access to care for our most vulnerable population by forcing facilities to limit their admissions or close down altogether, disrupting our communities and leaving people without the critical care they need and deserve; and

WHEREAS, the intention behind the staffing mandate is to improve care, yet CMS’ own study determined no level of staffing guarantees quality of care; and

WHEREAS, a recent analysis found that 94 percent of facilities cannot meet one of the three staffing requirements proposed in the mandate and, if implemented, could threaten the displacement of nearly 300,000 nursing home residents; and

WHEREAS, rural healthcare facilities and nursing homes need comprehensive, supportive policies, programs and funding that help facilities bolster their workforce and create a strong pipeline of caregivers instead of a blanket and arbitrary mandate; and

WHEREAS, New Hampshire’s federal delegation, including Representatives Ann Kuster and Chris Pappas, have stood up for New Hampshire’s citizens by questioning the one-size-fits-all solution imposed by the Biden Administration.

BE IT THEREFORE RESOLVED, that the members of Portsmouth’s City Council hereby go on record in opposition of CMS’ federal staffing mandates, support Representatives Kuster and Pappas in their opposition, and request the Biden Administration to rescind this misguided, one-size-fits-all policy.

This resolution adopted this ____ day of _____ 2024 by _____.

Signed: _____
Mayor

PARKING and TRAFFIC SAFETY COMMITTEE

ACTION SHEET

8:30 A.M. – February 1, 2024
Conference Room A

PRESENT: **Members:** Acting Chairman Andrew Bagley; Public Works Director Peter Rice; Erica Wygonik; Mary Lou McElwain; Steve Pesci; Stefanie Casella, Planning Department; Deputy Police Chief Mike Maloney; Dave Allen; Fire Chief Bill McQuillen

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">• Skate Park, voted to prohibit parking on the north and south sides of Greenland Road from Islington Street to the NH Park and Ride lot, and on the east and west sides of Islington Street from Greenland Road to Plains Avenue.

- **Roll Call**
- **Financial Report:** Voted to accept and place on file Financial Report dated December 31, 2023.
- **Public Comment Session:** There were no speakers.
- **Discussion on electric scooters and e-bikes in the City:** Voted to request Legal review State laws and which ordinances we have on the books, and have the Committee look at those at our March and April meetings.
- **Skate Park parking, request to prohibit parking on Greenland Road and Islington Street near the skate park, by DPW:** Voted to prohibit parking on the north and south sides of Greenland Road from Islington Street to the NH Park and Ride lot, and on the east and west sides of Islington Street from Greenland Road to Plains Avenue.
- **Police monthly accident report:** Informational; no action required.
- **Market Square bus stop observations:** Informational; no action required.

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 had the option to join the meeting over Zoom.

8:30 AM

February 1, 2024

MINUTES

I. CALL TO ORDER

Acting Chairman Andrew Bagley called the meeting to order at 8:30 AM.

II. ATTENDANCE

Members Present:

Acting Chairman Andrew Bagley
Vice Chairman Steve Pesci
Public Works Director Peter Rice
Stefanie Casella, Planning Department
Deputy Police Chief Mike Maloney
Erica Wygonik
Dave Allen (alternate)
Fire Chief William McQuillen
Mary Lou McElwain

Absent

Mark Syracuse

City Staff Present:

Parking Director Ben Fletcher
City Engineer – Parking, Transportation and Planning Eric Eby
Associate Engineer Tyler Reece

III. FINANCIAL REPORT

[00:06:38] Steve Pesci moved to accept the financial report dated December 31, 2023, seconded by Mary Lou McElwain. Motion carried 8-0.

[00:08:14] Parking Director, Ben Fletcher, presented a report back on holiday parking.

IV. PUBLIC COMMENT

None

V. PRESENTATIONS

None

VII. NEW BUSINESS

(No public comment during Committee discussion without Committee approval.)

A. [00:22:36] Discussion on electric scooters and e-bikes in the City. Chief McQuillen made a motion to request Legal review State laws and which ordinances we have on the books, and have the Committee look at those at our March and April meetings. Seconded by Steve Pesci. Motion passed 8-0.

B. [00:45:17] Skate Park parking, request to prohibit parking on Greenland Road and Islington Street near the skate park, by DPW. Peter Rice made a motion to prohibit parking on the north and south sides of Greenland Road from Islington Street to the NH Park and Ride lot, and on the east and west sides of Islington Street from Greenland Road to Plains Avenue. Amended by Steve Pesci. Seconded by Dave Allen. Motion carried 8-0.

VIII. OLD BUSINESS

None

IX. INFORMATIONAL

A. [00:56:56] Police monthly accident report.

B. [00:57:25] Market Square bus stop observations.

X. MISCELLANEOUS

None

XI. ADJOURNMENT

Acting Chairman Bagley adjourned the meeting at 9:25 a.m.

Respectfully submitted,

Leila Birr
Administrative Assistant
Department of Public Works



Portsmouth Fire Department

Administration

To: City Manager Karen Conard
From: Fire Chief William McQuillen
Date: 2/12/2024
Re: Hazard Mitigation Plan

The City is required to have and maintain a Hazard Mitigation Plan. This Plan is designed to assist the City in reducing and mitigating losses from natural hazard events, The Plan was developed by the Rockingham Planning Commission and participants from the City of Portsmouth Hazard Mitigation Committee and contains the tools necessary to identify specific hazards and aspects of existing and future mitigation efforts and was last completed in 2017. The Plan requires an update every five years.

The City has been working with the NH Homeland Security and Emergency Management Hazard Mitigation team to get funding and a contractor (Rockingham County Planning Commission) selected to update the plan.

Typically NHHSEM awards grants in blocks by County with other municipalities and pays the contractor directly, in this case in an effort to expedite completion of the plan, the City will be awarded the grant and pay the contractor directly, including the Local match of \$1666.70.

I would appreciate your support of this grant and having this placed on the upcoming agenda for the City Council for their acceptance.

I am available if there are any questions or concerns.

Department Memorandum

GRANT AGREEMENT

The State of New Hampshire and the Sub-Recipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name City of Portsmouth (177463-B001)		1.4. Sub-Recipient Address 170 Court Street, Portsmouth, NH, 03801	
1.5. Sub-Recipient Tel. # 603-	1.6. Account Number AU #29200000	1.7. Completion Date 10/29/2026	1.8. Grant Limitation \$15,000.30
1.9. Grant Officer for State Agency Virginia Clasby, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4310	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Sub-Recipient Signature 1		1.12. Name & Title of Sub-Recipient Signor 1	
Sub-Recipient Signature 2		Name & Title of Sub-Recipient Signor 2	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By: _____ On: / /		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Sub-Recipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

Sub-Recipient Initials: 1.) [redacted] 2.) [redacted] 3.) [redacted] Date: [redacted]

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video

recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Sub-Recipient Initials: 1.) [redacted] 2.) [redacted] 3.) [redacted] Date: [redacted]

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of

the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Sub-Recipient Initials: 1.) [redacted] 2.) [redacted] 3.) [redacted] Date: [redacted]

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Sub-Recipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Sub-Recipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Sub-Recipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Sub-Recipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Sub-Recipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Sub-Recipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Sub-Recipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Sub-Recipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

5. The “Sub-Recipient” will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

Sub-Recipient Initials: 1.) 2.) 3.) Date:

EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the **City of Portsmouth** (hereinafter referred to as “the Sub-Recipient”) **\$15,000.30** within the 4516 Hazard Mitigation Grant Program (HMGP).

“The Sub-Recipient” shall utilize the above referenced funding to update the hazard mitigation plans for the City of Portsmouth in accordance with 44 CFR Part 201.

“The Sub-Recipient” agrees that the period of performance ends on October 29, 2026 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to “the State” by November 29, 2026, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to “the State” by November 29, 2026 .

2. PROJECT TASKS AND DELIVERABLES – NEW LOCAL HAZARD MITIGATION PLAN

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, “the Sub-Recipient” is required to develop/update the community’s local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

The Town/City, NH will prepare a Local Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. The Town/City may be assisted, by a vendor of their choice, for this scope of work. The Town/City’s updated plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires.

The planning process will include the following actions and elements:

Task 1-3

1. Grant Award and Contracting:

The community will procure services to facilitate this planning process update

- Official Notification of Award
- Provide Contractor Selection to NH HSEM
- Execute a contract

2. Select and Hire a Vendor:

Sub-Recipient Initials: 1.) 2.) 3.) Date:

The vendor will document the process used to develop the updated plan, including but not limited to:

- How the plan update was prepared
- Who was involved in this process
- How the public was involved (i.e., Community outreach, local planning team participation)

3. Convene a local Hazard Mitigation Planning Committee:

The Town/City will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor’s facilitation and technical assistance, the Town/City Hazard Mitigation Planning Team will:

- Develop a mission statement
- Assign roles and responsibilities
- Develop a specific timeline for planning activities
- Hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update,
- Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO’s, and residents.
- Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.
- Provide input regarding the feasibility and prioritization of mitigation measures
- Review the draft plan update and its goals and proposed mitigation projects
- Oversee the implementation, maintenance and updating of the plan update

Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to the Town/City for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification update will include an assessment of the community’s risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA’s HAZUS-MH, as well as, a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- The Town/City will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

Sub-Recipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

Task 5. Facility Inventory:

The Town/City will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. This data may be used to develop updated GIS maps of the following items:

- Critical facilities, including the following, if they exist in the community:
 - Emergency operations centers
 - City or town offices
 - Water and wastewater treatment plants
 - Sewage pumping stations
 - Police or fire stations
 - Schools
 - Hospitals
 - Day-care facilities
 - Public works garages
 - Nursing homes/elderly housing
 - Emergency shelters
- Economic Drivers:
 - Large Businesses
 - Large Employers
 - Historical or Cultural sites
- All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided, upon request to, the community by the State NFIP Coordinator.
- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

Task 6: Vulnerability:

Based on the previous information from Task 5, the Town/City will update the overview of each of the specific hazards and the community’s vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of; Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

Task 7. Mitigation Goals:

Sub-Recipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

The Town/City, with vendor support, will update the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress).
- Describe how the community's priorities have changed since the previous Hazard Mitigation Plan.
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Update a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
 - GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
 - OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

Task 8. Actions:

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g., seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
 - An analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
 - Coordination with relevant Federal and state agencies for input and technical assistance.
- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community, as well as, how the data and information from the previous plan was integrated into other mechanisms over the last five years

Task 9. Plan Review, Evaluation, and Implementation

In order to continue to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.

Sub-Recipient Initials: 1.) [redacted] 2.) [redacted] 3.) [redacted] Date: [redacted]

- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

Task 10. Maintenance:

- The Town/City in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist the Town/City in the implementation and incorporation of the plan’s goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan’s implementation, updating and revision every five years.

Task 11. Public Review of Draft:

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

Task 12. Review and Approval:

- Submit the plan update to NH HSEM /FEMA for review; revised based on NH HSEM/FEMA comments; submit revised plan update for approval pending adoption.
- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to NH HSEM/FEMA, Receive approval by FEMA.
- Non-regulatory Grant Closeout

3. PROJECT REVIEW AND CONDITIONS

“The Sub-Recipient” shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed.

“The Sub-Recipient” agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Sub-Recipient shall obtain community adoption of the plan no later than twelve months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

“The Sub-Recipient” further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

Sub-Recipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

“The Sub-Recipient” agrees to provide copies of the formally approved plans to HSEM in electronic format upon receipt of the Federal Emergency Management Agency’s approval letter.

“The Sub-Recipient agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

“The Sub-Recipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM’s closeout letter. In these records, “the Sub-Recipient” shall maintain documentation of the 10% cost share required by this grant.

Sub-Recipient Initials: 1.) 2.) 3.) Date:

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$1,666.70	\$15,000.30	\$16,667.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000095			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039			
Applicant's Unique Entity Identifier (UEI): XTL2C874AZN7			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to \$ **15,000.30** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Portsmouth	\$15,000.30	\$1,666.70

Nothing in this allocation shall affect "the Sub-Recipient's" obligation to maintain financial records including documentation of the 10% cost share required by this grant.

- b. All services shall be performed to the satisfaction of "the State" before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit A:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status	15%
Task 6. Submit Adopted Plan and receive Formal Approval	5%

- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 5, 2021, to the identified completion date (block 1.7).

Sub-Recipient Initials: 1.) 2.) 3.) Date:



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management

Grant Agreement Checklist

4516 Hazard Mitigation Grant Program

Applicant: City of Portsmouth Grant Amount: \$15,000.30

Project: Community Hazard Mitigation Plan Update

All steps below are **required** to be completed in their entirety.

If any items are not completed properly, the Grant Agreement will not be processed.

Please complete and return this checklist and all Grant Agreement documents by **March 1, 2024** to:

NH.HM@dos.nh.gov

or

NH DOS/HSEM Attn: State Hazard Mitigation Officer, 33 Hazen Drive, Concord NH, 03305

Grant Agreement

Grantee signors complete the following:

- Block 1.5 – Best phone number to contact you
- Block 1.11 – Subrecipient Signatures
Have a **majority** of the **City Council** sign in blocks 1.11
- Block 1.12 – Name & Title of Subrecipient Signor
Print names and titles of the signors
- Initial and date **each page of the Grant Agreement**
- Initial and date **Exhibit A, B, and C.**

Additional Required Documents

- Meeting Minutes- ****See SAMPLE MEETING MINUTES****
Minutes of the meeting documenting that the community's GOVERNING AUTHORITY accepted/approved the grant agreement. Ensure the minutes state **the community is accepting the grant agreement terms as presented**. Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- What the grant is for
- Total project cost
- Amount of local match (25%)
- Copies of current Liability and Workers Compensation Insurance Certificates
- Copy of most recent Audit Report or MS-535

Guidance for Meeting Minutes

Please use this exact language when documenting meeting minutes accepting the grant

“The Select Board, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$15,000.30 for updating the local hazard mitigation plan. Furthermore, the Board acknowledges that the total cost of this project will be \$16,667.00, in which the town will be responsible for a 10% match (\$1,666.70).”

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *“(name and/or title/position) is authorized to sign all documents related to the grant”*. Refer to the Certificate of Authority for additional guidance.

City/Town of _____

CERTIFICATE OF AUTHORITY
_____, 2024

I, _____, Chairman of the Board (or other governing authority), _____, NH, hereby certify that _____, Fire Chief, had authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on _____, 2024, for the City/Town of _____, and, further, hereby authorize _____ to execute any and all contract and agreements related to the Hazard Mitigation Grant Program (HMGP) Agreement.

I further attest that _____ was granted authority prior to the day the grant agreement was signed and it has not been amended or repealed as of the day the contract was signed.

A True Copy of the Record,

ATTEST:

Name
Title

State: New Hampshire
County:

On this ____ day of _____ 2024, before me, _____ (notary/JP's name), the undersigned officer, personally appeared _____ known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his free act and deed.

In witness thereof, I hereunto set my hand and official seal.

Justice of the Peace/Notary
Commission Expires: _____

Proposed language shown in red

Home occupation

An **office** or other **use** customarily conducted as an **accessory use** to a **dwelling**, complying with all the following standards:

- (a) Conducted entirely within a **dwelling** or an existing **accessory building**, and with no change to the character of the **dwelling** or **accessory building**;
- (b) Maximum floor area of 300 square feet;
- (c) No **outdoor storage** of materials or products;
- (d) Outdoor parking of no more than one vehicle related to the **home occupation**;
- (e) No deliveries by vehicles with more than two axles.

Home occupation 1

A **home occupation** with no nonresident employees; no **sign** related to the business; no **more than 2** client, vendor or general public visitations **at one time**; and no deliveries other than by regular postal service and no more than one package delivery service truck (e.g., FedEx, UPS, etc.) per day.

Home occupation 2

A **home occupation** with not more than one nonresident employee.