

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, MAY 19, 2025 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\\_-zWVmsZwQiK0nr9wwCNjvQ](https://us06web.zoom.us/webinar/register/WN_-zWVmsZwQiK0nr9wwCNjvQ)

**6:30PM – AN ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A  
IN ACCORDANCE WITH RSA 91-A:3 II (I)**

## AGENDA

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

### **First Reading of Ordinance:**

- A. First Reading of Ordinance Amendment to Chapter 10, ZONING ORDINANCE, CITY OF PORTSMOUTH ZONING MAP, to be amended to rezone parcels described on the City's Tax Map 125, Lot 16; Tax Map 138, Lot 16; Tax Map 138, Lot 62; and a portion of Tax Map 138, Lot 63 from Character District 5 (CD5) to Character District 4-W (CD4-W); to rezone a portion of Tax Map 138, Lot 63 from Character District 5 (CD5) to Character District L1 (CD4-L1); to change the boundary of the North End Incentive Overlay District (NEIOD) and to amend the boundary of the Downtown Overlay District (DOD) to align with the amended North End Incentive Overlay District (NEIOD); and to amend the building heights in the North End Incentive Overlay District (NEIOD) from 2-4 stories (50 feet) to 2-3 stories (40 feet) for parcels described on the City's Tax Map 125 Lot 16, Tax Map 138 Lot 62 and Tax Map 125 Lot 14

The Zoning Maps to be amended and reissued to incorporate these amendments pursuant to City's Zoning Ordinance at Chapter 10, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10 and Chapter 10, Article 5A, Character Based Zoning, Section 10.5A21.10, Content of Regulation Plan, Map 10.5A21A (Character Districts and Civic Districts) and Map 10.5A21B (Building Height Standards)

Zoning Maps that depict the existing conditions and these amendments will be available at second reading (***Sample motion – move to pass first reading and hold a public hearing and second reading at the June 9, 2025 City Council meeting.***)

### **Public Hearing on FY26 Budget:**

B. PUBLIC HEARING on the Proposed FY26 – July 1, 2025 through June 30, 2026 Budget

- **PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS** (*Continuation of the Budget Public Hearing will be held on June 9, 2025*)
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

(***Sample motion – move to continue the Budget Public Hearing open until Monday, June 9, 2025***)

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

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

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

1. Repurposing of Bond Proceeds: SCHOOL SECURITY
2. Request for Approval of a Tentative Agreement between the City of Portsmouth and the Association of Portsmouth Teachers
3. Request for Approval of a Tentative Agreement between the City of Portsmouth and the Portsmouth Public Library Employees Local 1386 AFSCME Council 93

## **XII. CONSENT AGENDA**

- A. Request from Coureur Portsmouth to hold the Coureur Annual Go Skate Day Jam on Saturday, June 21, 2025 from 12:00 p.m. to 4:00 p.m. at the Portsmouth Skatepark (*Rain Date will be on Sunday, June 22, 2025*) (***Anticipated action – move to refer to the City Manager with Authority to Act***)

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

- A. Letter from Robin Rousseau requesting that the City Council consider creating zoning regulations regarding 5G cellular towers (***Sample motion – move to refer to the Planning Board and Planning Department for report back***)

- B. Letter from Craig Welch, Executive Director, Portsmouth Housing Authority & PHA Housing Development Ltd., requesting the waiver of permit fees for their project at the Christ Church Workforce Housing and HAVEN at 1035 Lafayette Road
- C. Email Correspondence (***Sample motion – move to accept and place on file***)

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

- 1. \*Appointments to be Considered:
  - Reappointment of Celeste Brooks to the Cemetery Committee

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

##### **A. MAYOR MCEACHERN AND ASSISTANT MAYOR KELLEY**

- 1. \*Request for first reading for Free 30 Minute Resident Parking in Downtown Metered Parking Areas (***Sample motion - move to amend Chapter 7, Article III, Traffic Ordinance, Section 7.326, Limited Parking- Fifteen Minutes, to amend the ordinance to convert twenty-five 15 minute parking spaces to Free 30 Minute Resident Parking Spaces in Downtown Metered Parking Areas, and to schedule first reading at the June 9, 2025 City Council meeting***)

##### **B. COUNCILOR BAGLEY**

- 1. **\*Action Item Needing Approval by City Council:**
  - Hanover Street Valet License – The 100 Club (***Sample motion – move to approve annual renewal of valet license for The 100 Club***)
  - Brewster Street Loading Zone Hours (***Sample motion – move to approve change in loading zone hours from 7:00 a.m. to 3:00 p.m., Monday through Friday, to 6:00 a.m. to 11:00 a.m., Monday through Saturday***)
- 2. Parking & Traffic Safety Committee Action Sheet and Minutes of the May 1, 2025 meeting (***Sample motion – move to approve and accept the action sheet and minutes of the May 1, 2025 Parking & Traffic Safety Committee meeting***)

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

- A. Acceptance of Donations to the Police Department for the Police Explorers
  - Geno's Chowder and Sandwich Shop - \$250.00
  - Gail A. Frongillo - \$30.00***(Sample motion – move to approve and accept the donations for the Police Department Police Explorers as presented)***

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

1. \*Master Plan Update
2. \*Bond Rating Update
3. \*2025 National Program of Excellence Award for Senior Services

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

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

*\*Indicates verbal report with no attachments*

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

ORDINANCE #  
THE CITY OF PORTSMOUTH ORDAINS

That Chapter 10, ZONING ORDINANCE, CITY OF PORTSMOUTH ZONING MAP be amended to rezone parcels described on the City's Tax Map 125, Lot 16; Tax Map 138, Lot 16; Tax Map 138, Lot 62; and a portion of Tax Map 138, Lot 63 from Character District 5 (CD5) to Character District 4-W (CD4-W); to rezone a portion of Tax Map 138, Lot 63 from Character District 5 (CD5) to Character District L1 (CD4-L1); to change the boundary of the North End Incentive Overlay District and to amend the boundary of the Downtown Overlay District (DOD) to align with the amended North End Incentive Overlay District (NEIOD); and to amend the building heights in the North End Incentive Overlay District from 2-4 stories (50 feet) to 2-3 stories (40 feet) for parcels described on the City's Tax Map 125 Lot 16, Tax Map 138 Lot 62 and Tax Map 125 Lot 14. Deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing with appropriate bold and colors.

The Zoning Maps to be amended are referenced in the City's Zoning Ordinance at Chapter 10, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10 and Chapter 10, Article 5A, Character Based zoning, Section 10.5A21.10, Content of Regulation Plan, Map 10.5A21A (Character Districts and Civic Districts) and Map 10.5A21B (Building Height Standards).

That the Zoning Maps be amended so that the following described parcels are rezoned from Character District 5 (CD5) to **Character District 4-W (CD4-W)**:

**City Tax Map 125, Lot 16**

**City Tax Map 138, Lot 61**

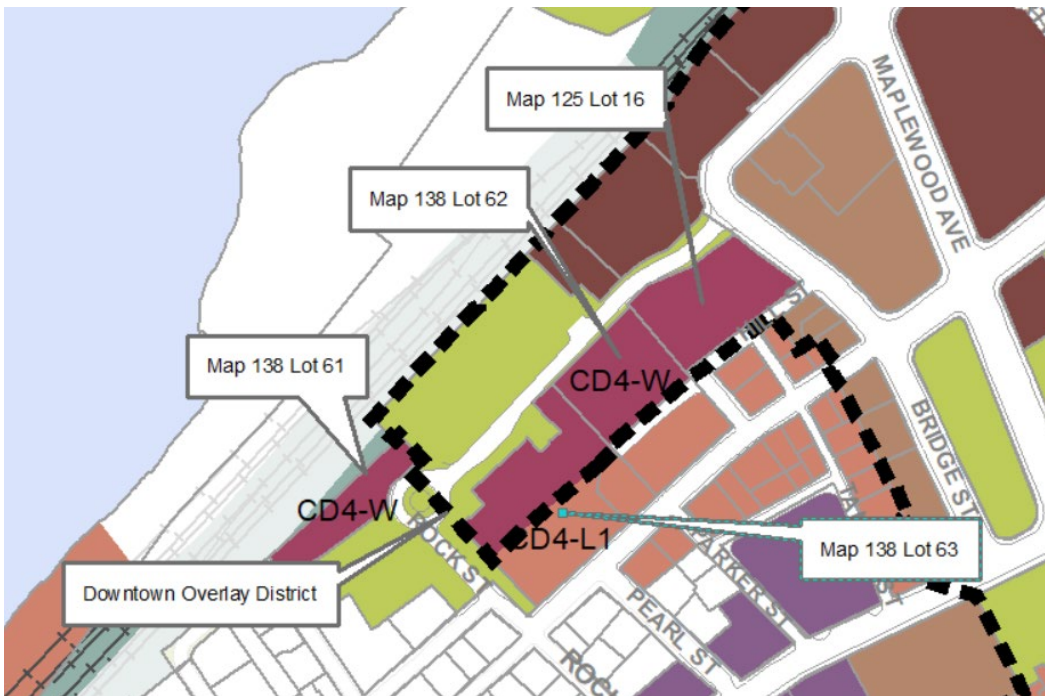
**City Tax Map 138, Lot 62**

**City Tax Map 138, Lot 63 (portion of)**

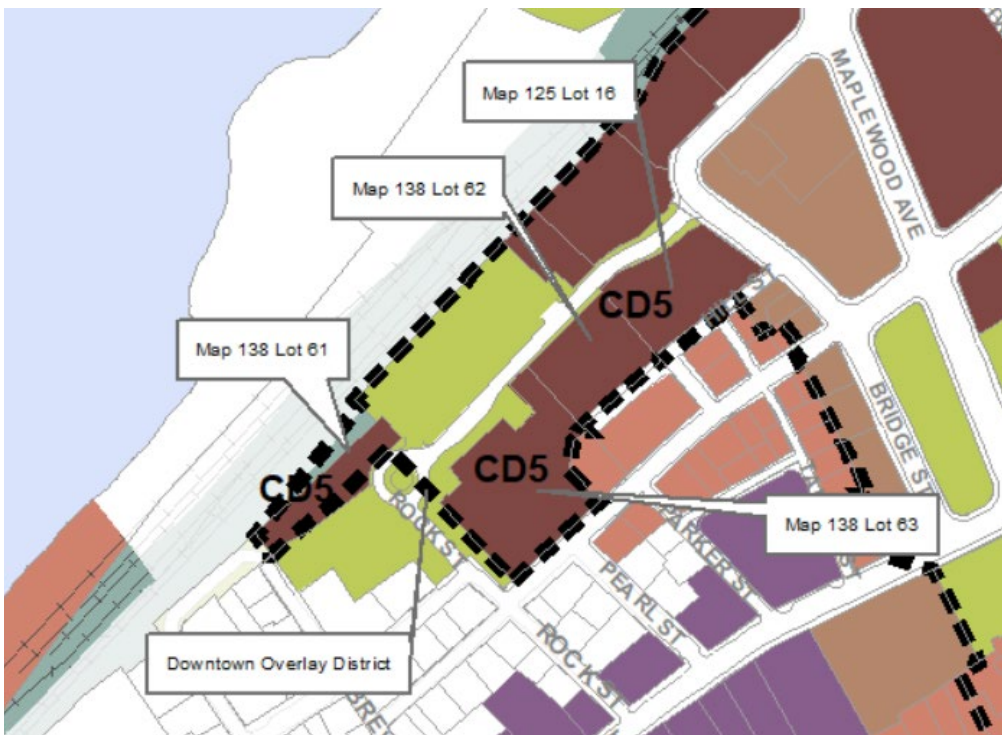
That the Zoning Maps be amended so that the following described parcel is rezoned from Character District 5 (CD5) to **Character District L1 (CD4-L1)**:

**City Tax Map 138, Lot 63 (portion of)**

**Map 10.5A21A Character Districts and Civic Districts**  
**Proposed**



**Map 10.5A21A Character Districts and Civic Districts**  
**Existing**

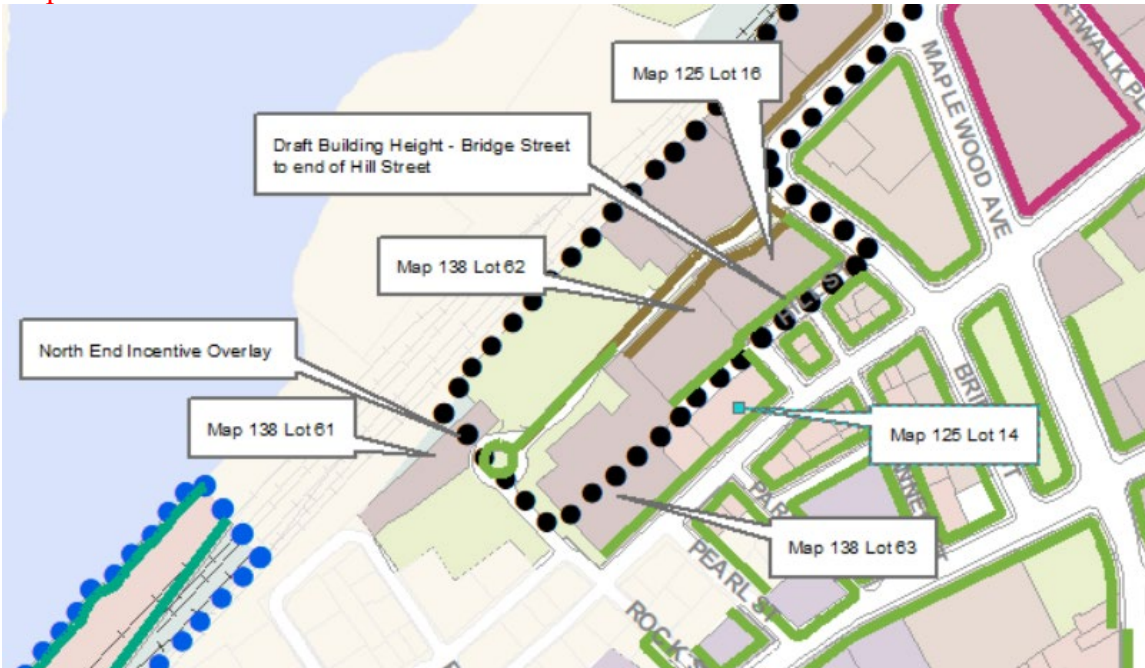




That the Zoning Maps be amended to change the boundary of the North End Incentive Overlay District (NEIOD) as depicted in the map below:

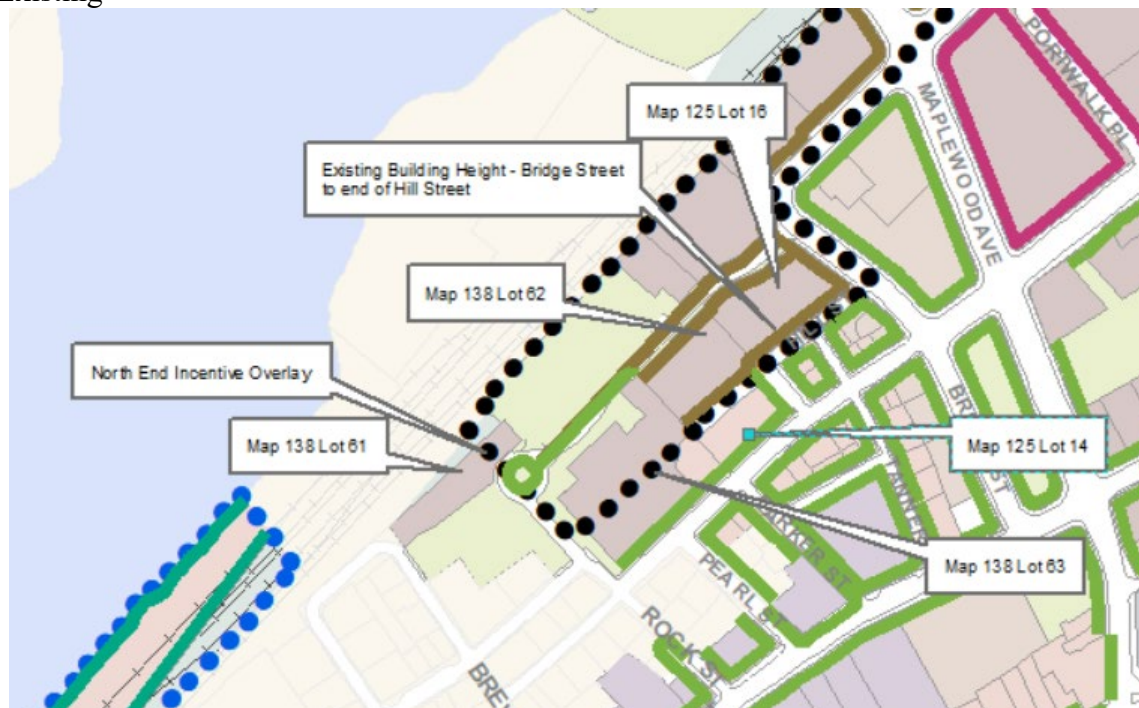
### Map 10.5A21B Building Height Standards

Proposed



### Map 10.5A21B Building Height Standards

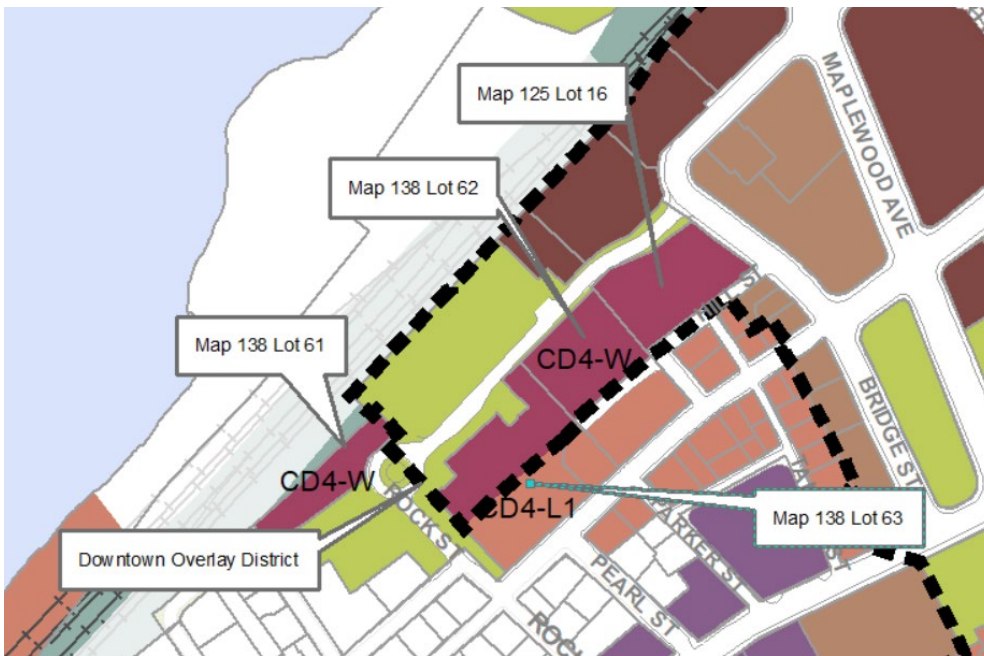
Existing



That the Zoning Maps be amended to move the boundary of the Downtown Overlay District (DOD) to align with the boundary of the North End Incentive Overlay District (NEIOD) as described above and as depicted in the map below.

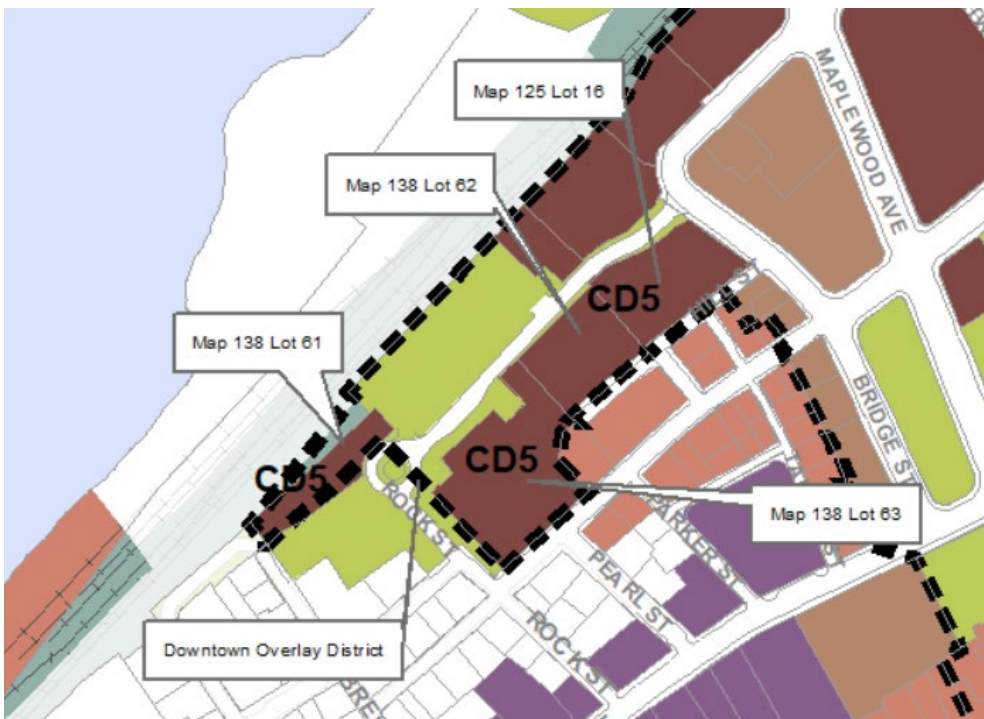
### Map 10.5A21A Character Districts and Civic Districts

Proposed



### Map 10.5A21A Character Districts and Civic Districts

Existing





That the Zoning Maps be amended to change the building heights from 2-4 stories (50 feet) to 2-3 stories (40) feet for the following described parcels and as depicted in the map below.

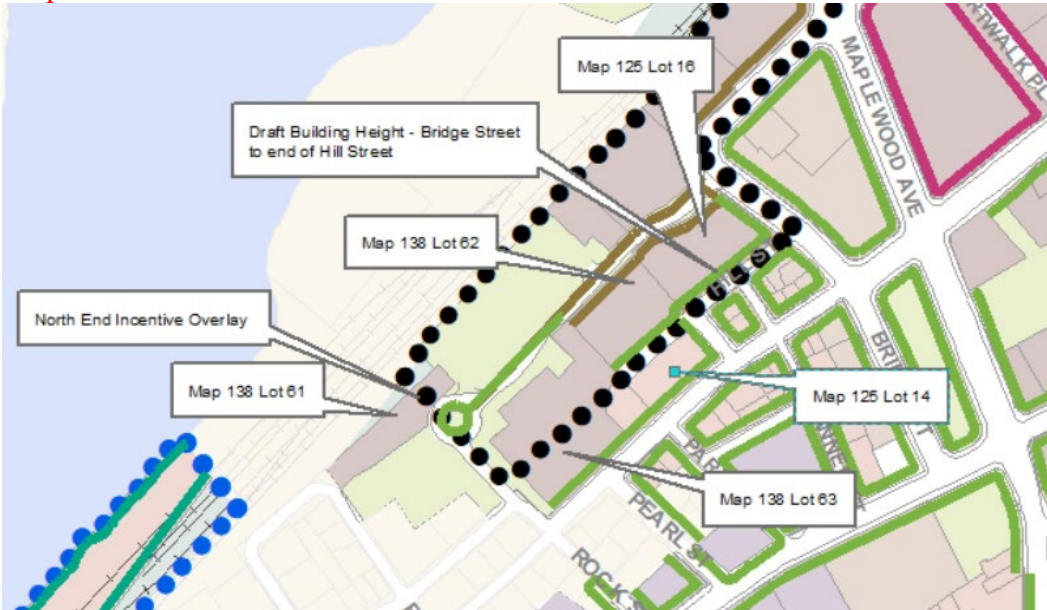
**City Tax Map 125 Lot 14**

**City Tax Map 125, Lot 16**

**City Tax Map 138, Lot 62**

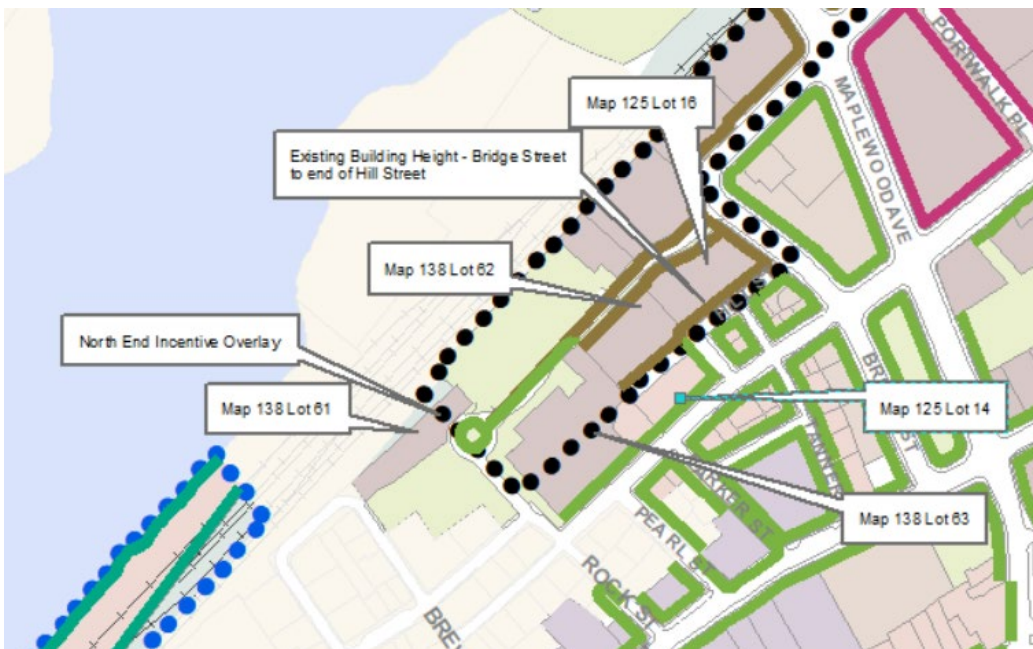
### **Map 10.5A21B Building Height Standards**

**Proposed**



### **Map 10.5A21B Building Height Standards**

**Existing**



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

All ordinances or parts of ordinances inconsistent herewith are hereby

deleted. This ordinance shall take effect upon its passage.

APPROVED:

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Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

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Kelli L. Barnaby, City Clerk

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# MEMORANDUM

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**TO:** Karen Conard, City Manager  
**FROM:** Peter Stith, Planning Manager  
**DATE:** April 30, 2025  
**RE:** Planning Board Report Back Hanover/Hill Street Zoning

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## Background

The City Council voted on August 5, 2024 to refer the letter from the Islington Creek neighborhood to the Planning Board for a report back on possible zoning changes that were originally presented to the Planning Board in 2020. Below is the action from the City Council:

18. Letter from residents of Islington Creek regarding zoning of 361 Hanover Street – Voted to refer to the Planning Board for review and recommendation for the consideration of a zoning change.

Since the referral, the Planning Board has held 4 work sessions where this was discussed, September 26, 2024, October 24, 2024, February 27, 2025 and March 27, 2025. At the March 27<sup>th</sup> meeting, the Board reviewed options for rezoning several parcels along Hill, Hanover and Rock Street and changing the building height requirement along Bridge and Hill Street. In addition, the Board looked at modifying the boundary of the North End Incentive Overlay (NEIOD) and Downtown Overlay Districts (DOD). The Board placed the changes on their April 17, 2025 agenda for more discussion and a recommendation back to Council.

Staff provided the recommendation from January 2020 depicted in the map below where the front of 361 Hanover would change from CD5 to CD4-L1 and the back half and two other lots on Hill Street would change from CD5 to CD4. In addition, 66 Rock Street would change from CD5 to CD4. The main differences between CD4 and CD5 are the dimensional standards of the lot occupation by structures as provided in the table below. CD5 allows more coverage and a larger building footprint and less open space requirement where CD4 requires more open space, a slightly smaller footprint and less building coverage. There is no density (lot area per dwelling) requirement in CD4 or CD5 and the permitted uses in both districts are the same. CD4-L1 is less intense, with a max building footprint of 2,500 square feet, a density requirement of 3,000 square feet per dwelling and fewer permitted nonresidential uses. The Board considered and had general consensus on changing the zoning to CD4-W, which provides a step above CD4-L1, but not as intense as CD4 or CD5, as provided in the tables below. CD-W zoned parcels are only located in the west end and nowhere else in the City.

## Dimensional Requirements

	CD5	CD4	CD4-L1	CD4-W
Yards (max.)	5'	5'-15'	5'-15'	10'-15'
Front Lot Line Buildout (min.)	80%	50%	60%-80%	50%
Building Coverage	95%	90%	60%	60%
Building Footprint	20,000 s.f.	15,000 s.f.	2,500 s.f.	15,000 s.f.
Building Block Length	225'	200'	80'	200'
Open Space (min.)	5%	10%	25%	15%
Lot area per dwelling unit	NR	NR	3,000 s.f.	2,500 s.f.

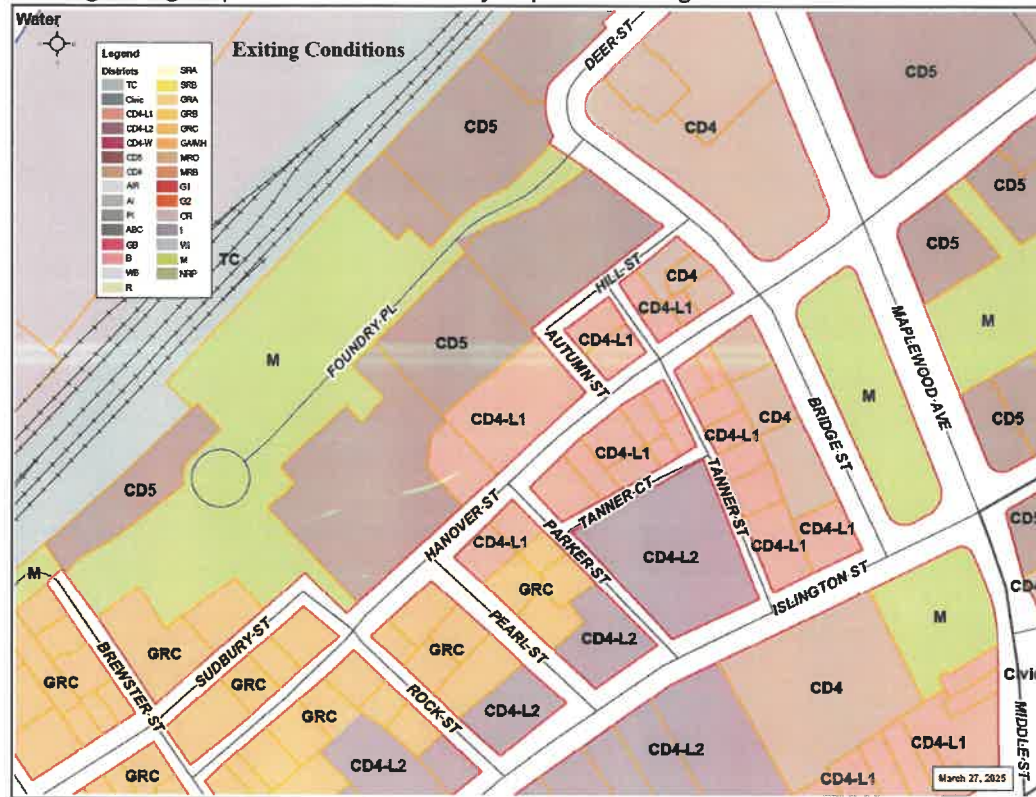
## Use Categories

	CD5/CD4	CD4-L1	CD4-W
Residential (up to 8 units)	P	P	P
Residential (8+ units)	P	N	P
Assisted Living Center	P	N	P
Performance Facility	P/S	N	S/N
Cinema or other indoor amusement use	P	N	P
Health club/related use	P/S	S/N	P/S
Office	P	P	P
Retail bank	P	N	P
Outpatient clinic	P	S	P
Personal/consumer services	P	N	P
Laundry / dry cleaning	P/S	N	P
Retail	P	N	P/S
Eating/drinking places	P(500)/S(500+)	N	P(50)/S(250)

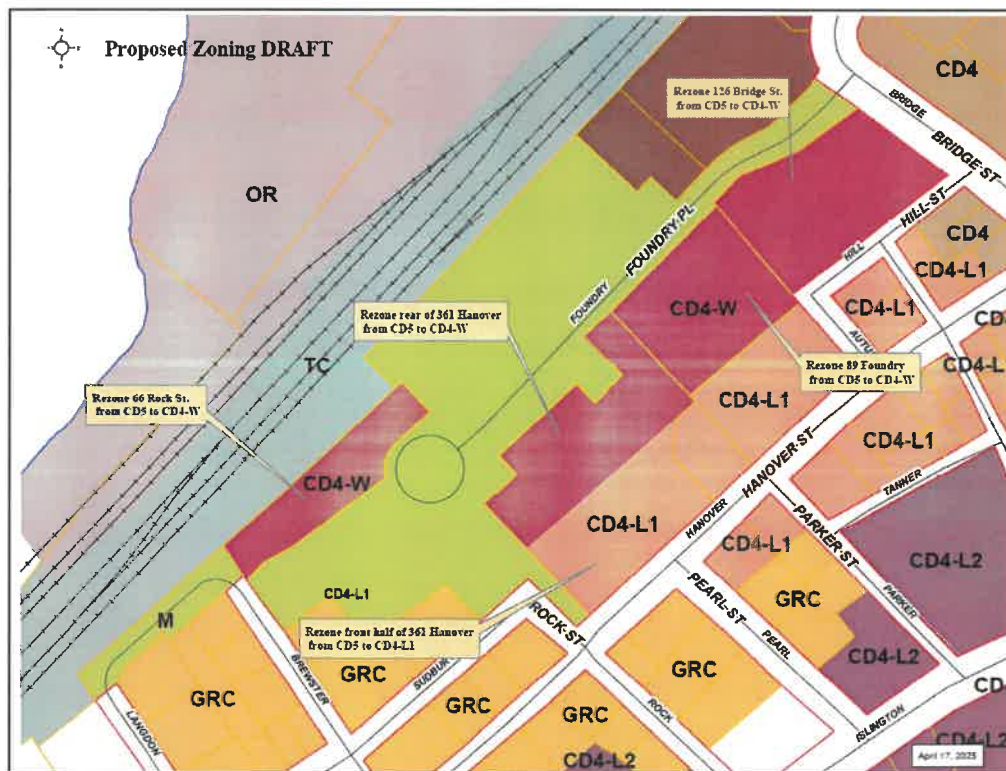
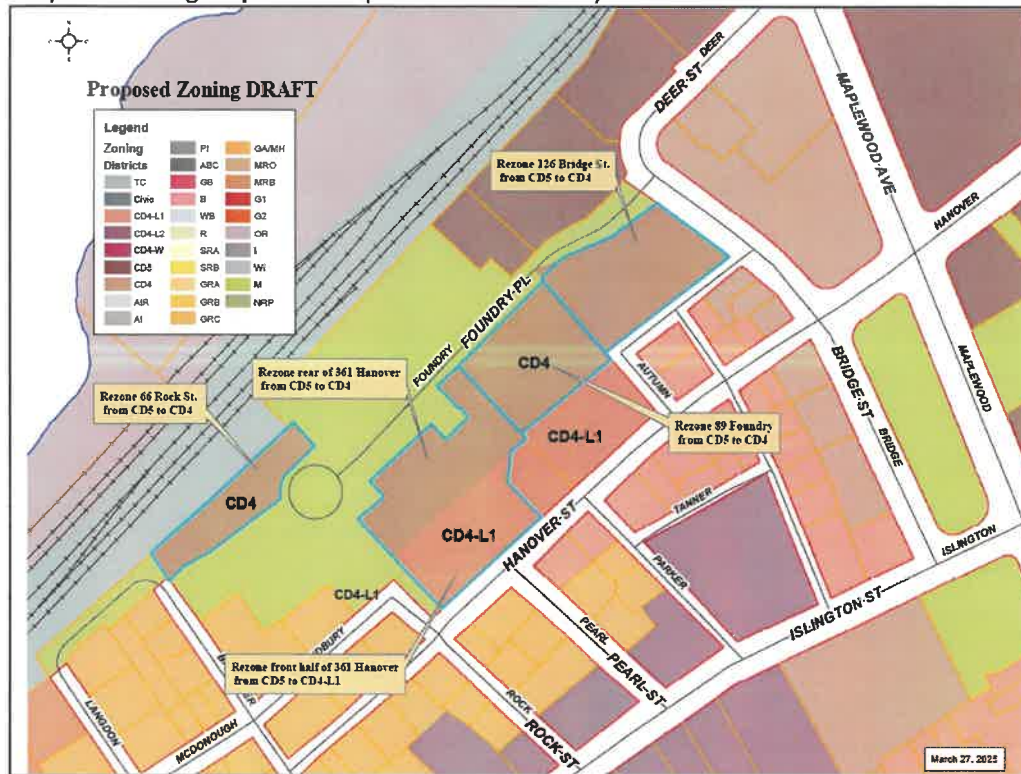
P = Permitted, S = Special Exception, N = Not Permitted. Numbers represent occupancy maximums.



Existing zoning map below shows the subject parcels zoning CD5.

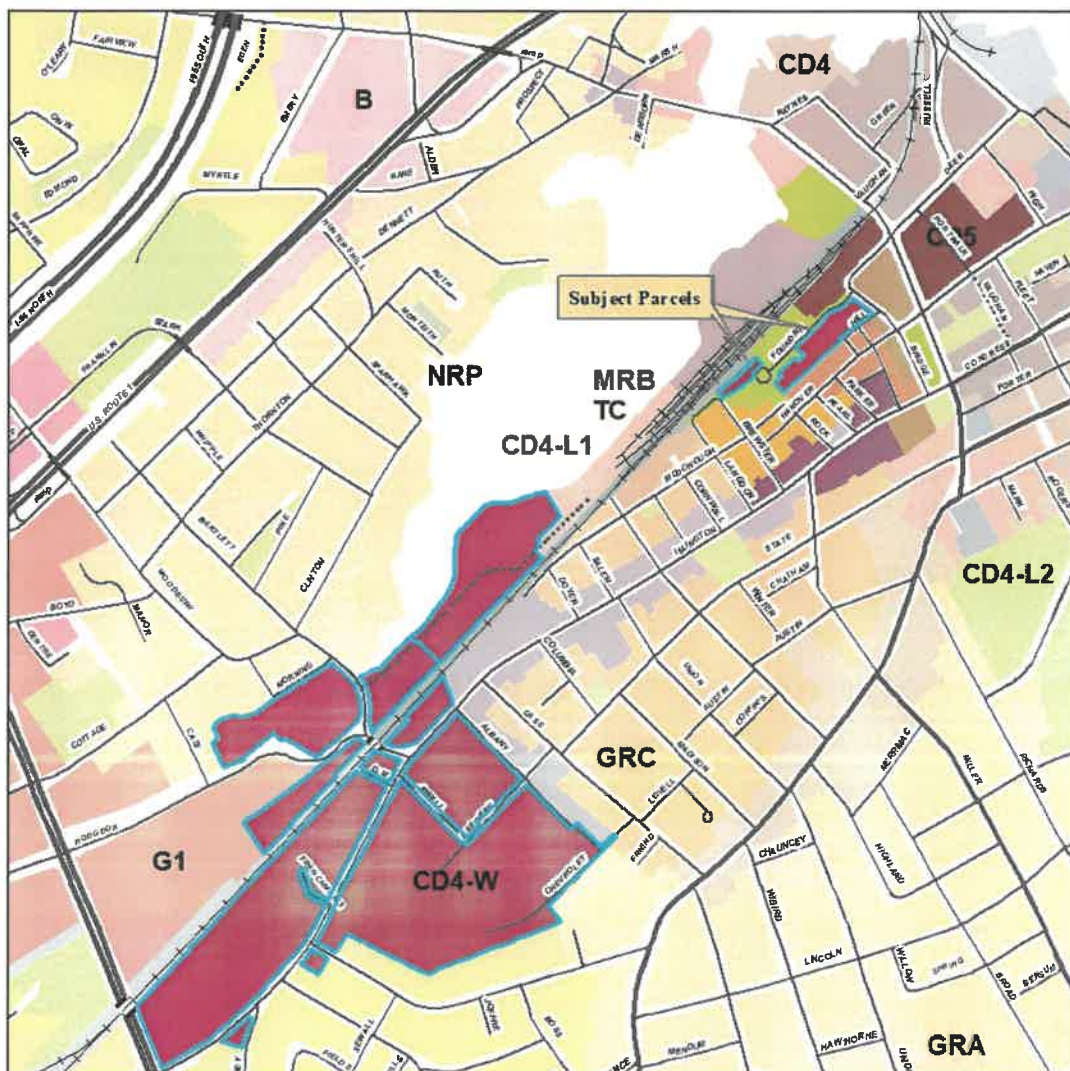


Proposed zoning map that was presented in January 2020 with the addition of 66 Rock Street.



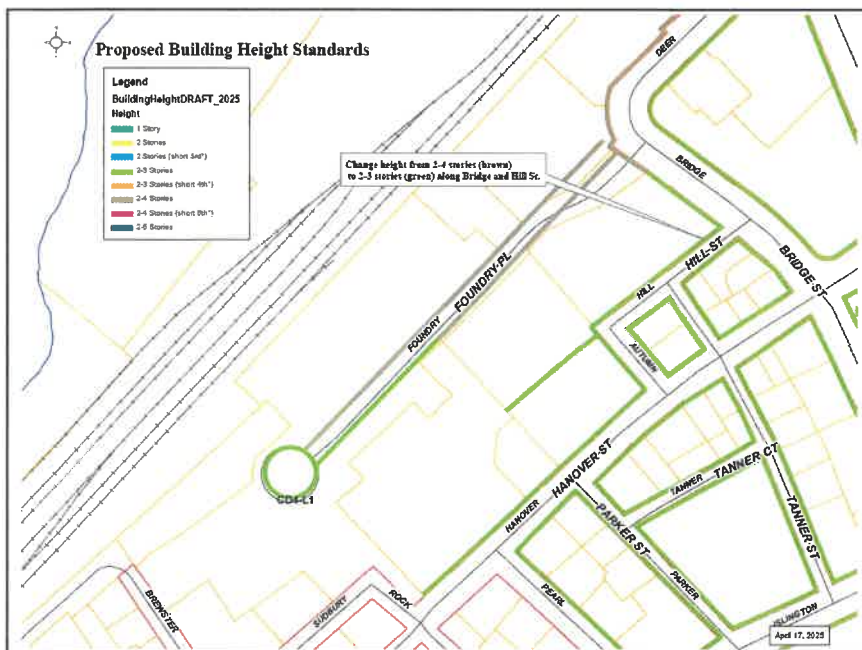
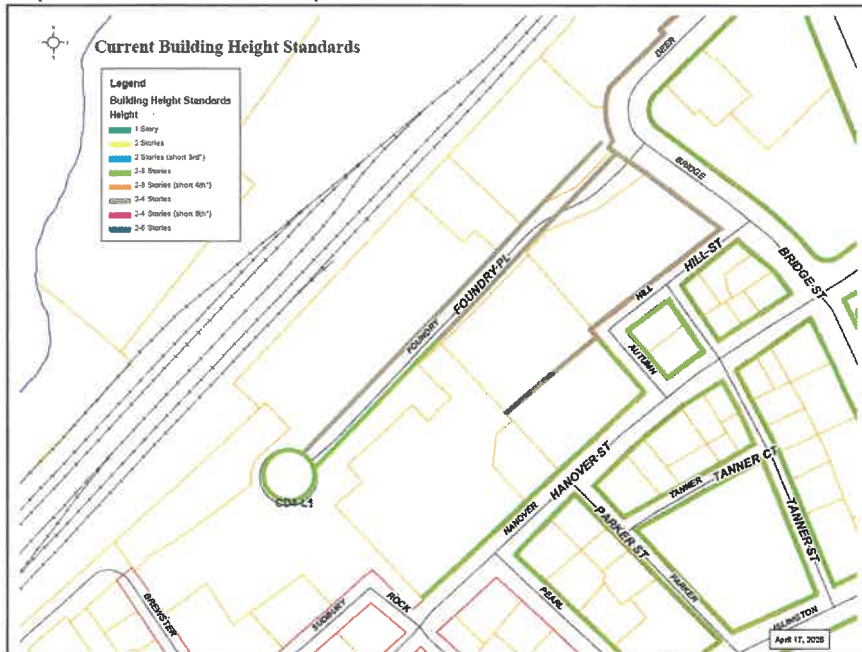


The map above represents the consensus the Board had at the March 27, 2025 work session and was presented at their April 17, 2025 meeting which changes the subject parcels to CD4-W with the exception of the front of 361 Hanover, which would change to CD4-L1. The only area zoned CD4-W is the West End. The map below shows the current CD4-W zone and includes the subject parcels on Hanover and Hill Street if they were changed to CD4-W. While staff can agree with some of the logic for choosing this district, downzoning some of these parcels will make them nonconforming. For example, 89 Foundry contains a building with a footprint of over 16,000 square foot and 55 apartments on a 22,538 square foot lot. The current zoning allows for this footprint and density. Changing to CD4-W, the building footprint, coverage, open space and lot area per dwelling would all be nonconforming. The project at 361 Hanover will also be nonconforming for lot area per dwelling and building footprint if downzoned to CD4-W. **Staff would recommend the original proposal that was presented in 2020 with the additional change to 66 Rock Street.**



## Building Height

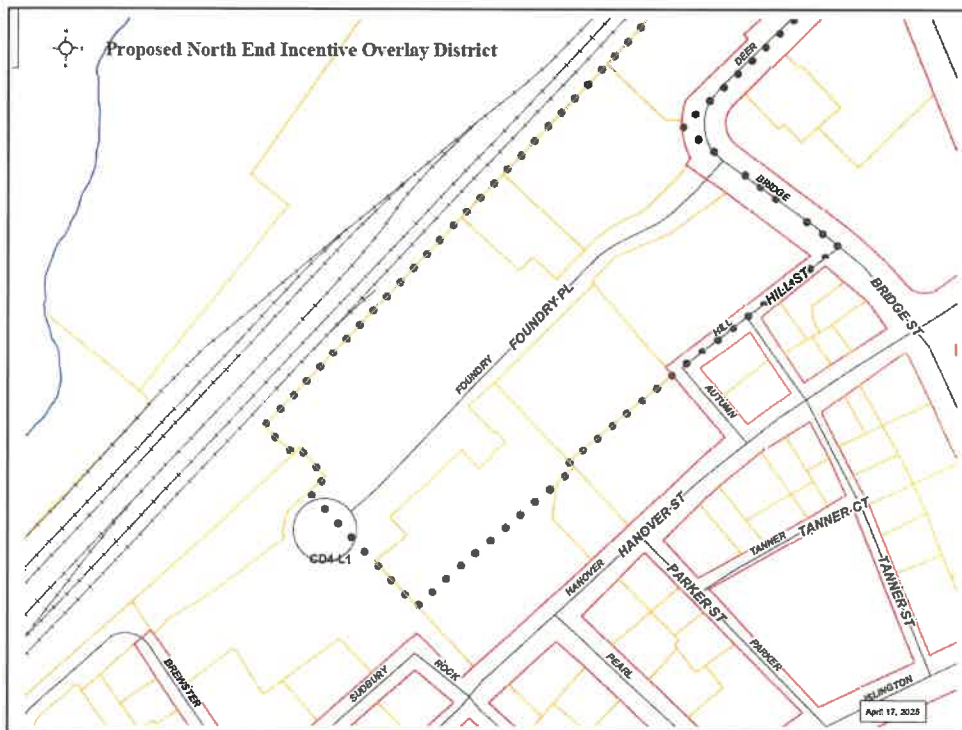
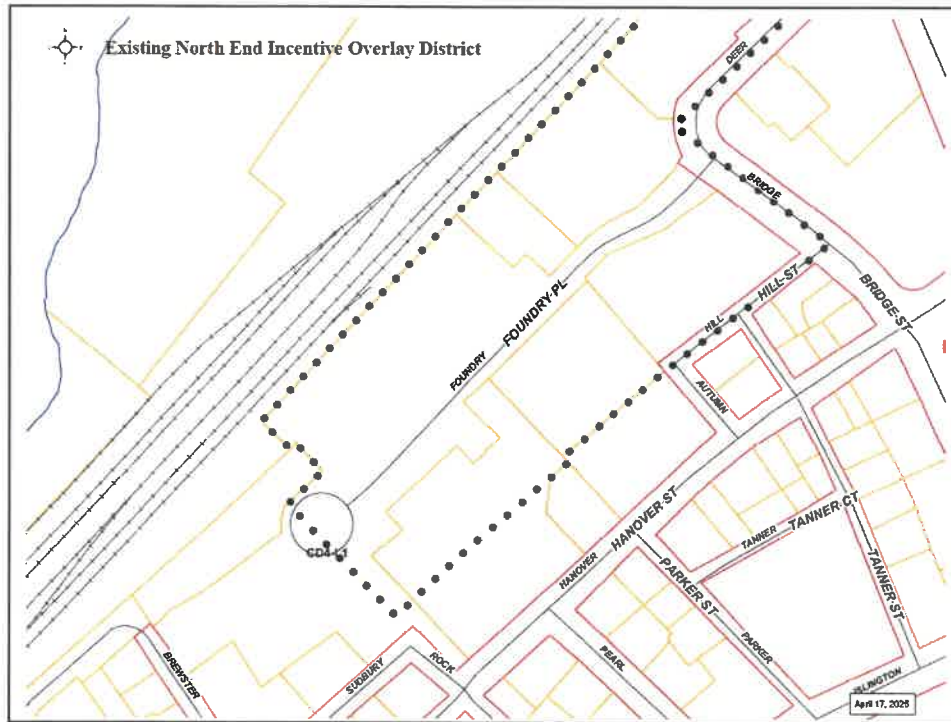
The map below shows the current building height standards which allow 2-4 stories (50') along the south side of Bridge Street and down Hill Street. The Planning Board agreed at their March 27, 2025 work session to change the designation to 2-3 stories (40'), which is indicated by the green line. The properties that are located in the North End Incentive Overlay District would still be able to increase the building height by 10' or 1-story about the maximum, subject to the requirements of the overlay district.





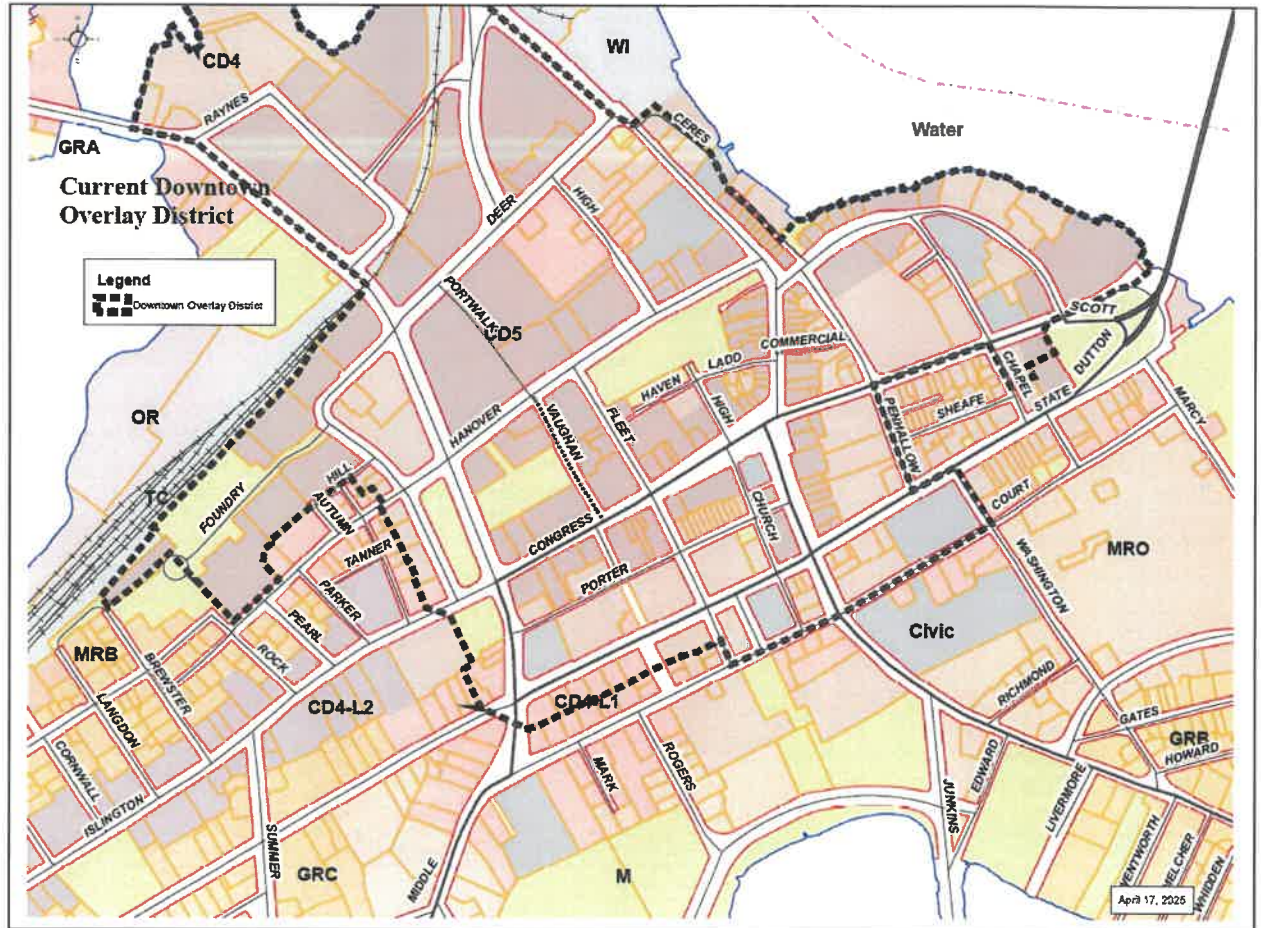
### North End Incentive Overlay District (NEIOD)

Minor changes are proposed to the boundary of the NEIOD to better align with lot lines along 361 Hanover Street and 66 Rock Street.



### Downtown Overlay District

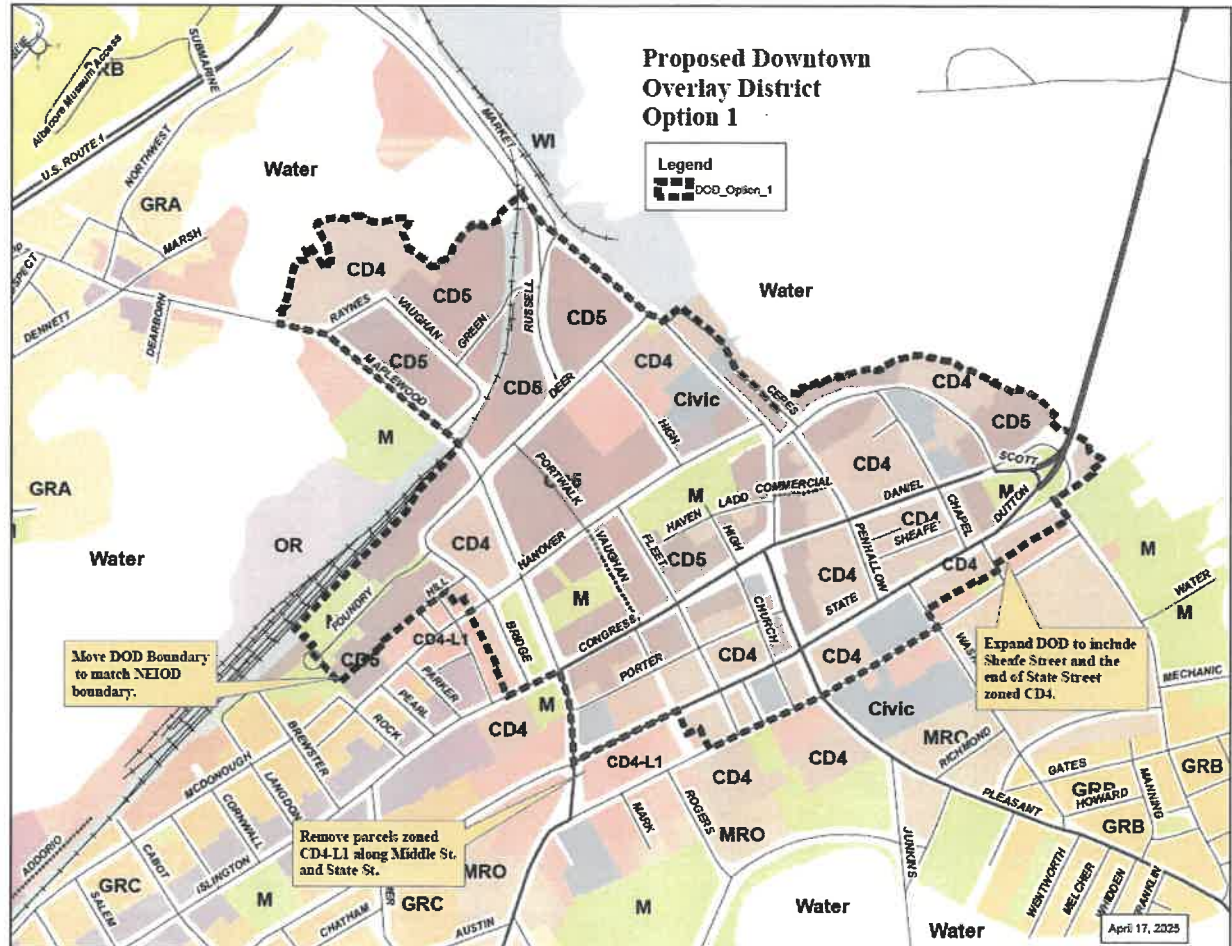
While the Board has been discussing zoning changes along Hill and Hanover Street, this included revising the boundary of the Downtown Overlay District (DOD) to follow the North End Incentive Overlay District. Below shows the current DOD boundary for reference when reviewing the two options that were discussed at the work session. The Board considered modifying the DOD boundary in other areas and below are 2 options the Board requested to see following the work session.





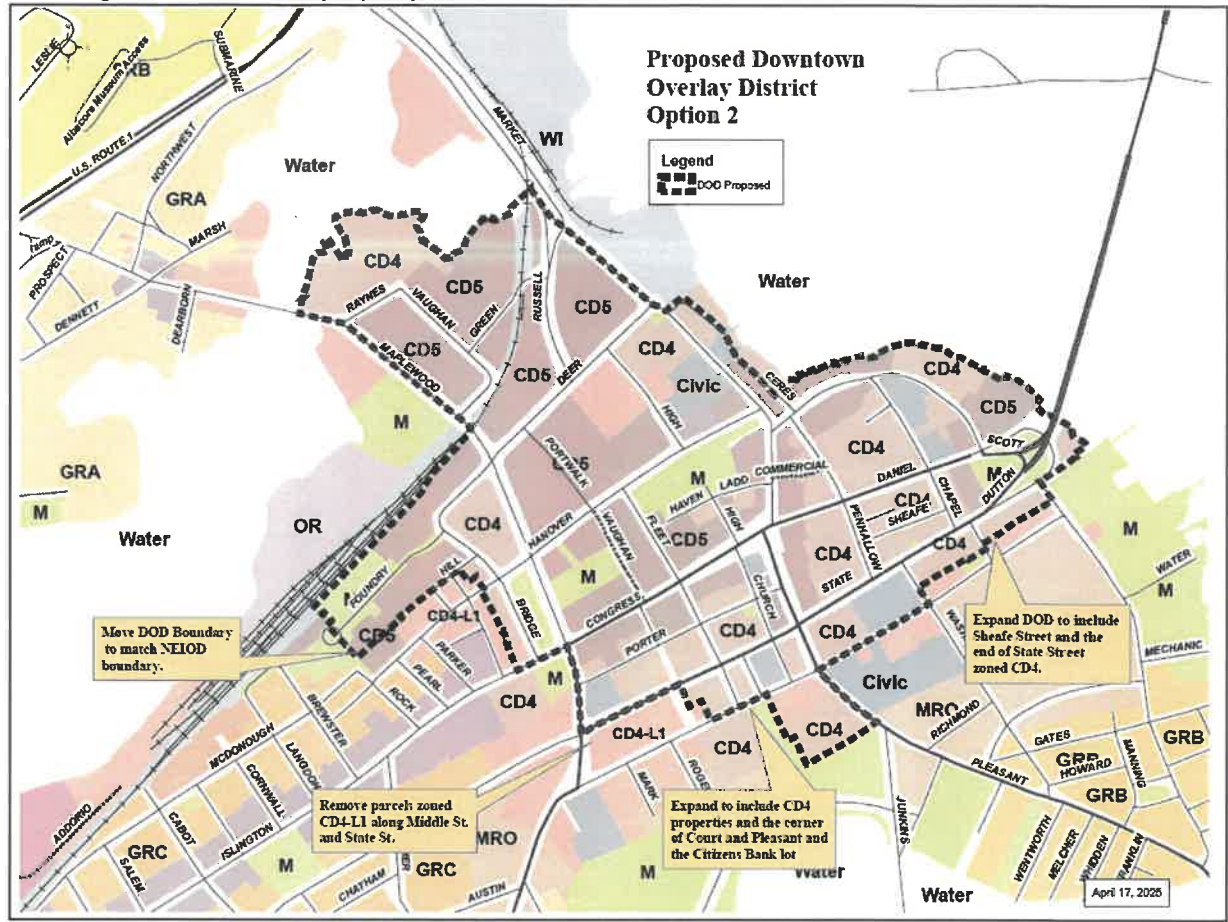
### Option 1

Option 1 is outlined in the map below and moves the DOD boundary on 361 Hanover to match the North End Incentive boundary that bisects that parcel. Option 1 includes removing parcels zoned CD4-L1 along Middle Street and State Street and incorporating 2 parcels and a portion of a parcel on Court Street that are zoned CD4. The largest adjustment to the DOD includes moving the boundary to include Sheafe Street and the parcels fronting on State Street that are zoned CD4.



### Option 2

Option 2 is outlined in the map below and incorporates all of the changes outlined in The Option 1 map above with the addition of capturing the corner of Court Street and Pleasant Street including the Citizens Bank property.



At the April 17<sup>th</sup> meeting, the Board voted to hold off on recommending any changes and to incorporate this into the Master Plan. The motion passed 8-1 with Councilor Moreau voting in opposition.

### **Recommendation:**

*I would recommend the City Council put the letter on file and addressed during the Master Plan process.*



## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, May 19, 2025 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the Proposed FY July 1, 2025 through June 30, 2026 BUDGET. The complete Budget will be available for review on Friday, May 2, 2025 at the Portsmouth Public Library and in the Office of the City Clerk. The Budget will also be available on the City's 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 Monday, May 19, 2025 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Coun-

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KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

5/19/25



Karen S. Conard  
City Manager

## CITY OF PORTSMOUTH

Municipal Complex  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801  
[kconard@portsmouthnh.gov](mailto:kconard@portsmouthnh.gov)  
(603) 610-7201

**Date:** May 15, 2025

**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 May 19, 2025

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

**A. First Reading of Ordinance Amendment to Chapter 10, Zoning Ordinance - Zoning Map, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10 and Article 5A, Section 10.5A21.10, Content of Regulating Plan – Map 10.5A21B – Building Height Standards:**

The City Council voted on May 5, 2025 to hold first reading on proposed changes to the Zoning Map, Building Height Map, and align the North End Incentive Overlay District and Downtown Overlay District boundaries. The Planning Board provided a recommendation to the Council from their April 17<sup>th</sup> meeting, which recommended these changes be taken under consideration through the Master Plan process. For additional background on the Planning Board's review and staff input, please see the [attached memo](#) that was provided to the Council at the May 5th meeting.

*I recommend that the City Council move to pass first reading and schedule a public hearing and second reading at the June 9, 2025 City Council meeting.*

**B. Public Hearing on the Proposed FY26 (July 1, 2025 through June 30, 2026) Budget:**

This evening, the City Council will hold its first Public Hearing on the FY26 Proposed Municipal Budget. The Proposed Budget for FY26 was presented in two nights of City Council work sessions, May 12<sup>th</sup> and 14<sup>th</sup>, with Public Comment welcomed each night. The Public Hearing on the Budget will be opened tonight and the public is invited to share their feedback. The Budget discussion will continue in a third Work Session of the Council on Wednesday, May 28<sup>th</sup> at 6:00 p.m., with Public Comment to follow. The Public Hearing on the Budget will remain open through the City Council meeting of Monday, June 9<sup>th</sup>, at which time the Council may vote to adopt the final budget.

*I recommend that the City Council continue the Budget Public Hearing until Monday, June 9, 2025.*

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

### 1. **Repurposing of Bond Proceeds:**

I request that the City Council schedule a public hearing and vote on the [attached proposed Bonding Resolution](#) for the June 9, 2025 City Council meeting.

The Bonding Resolution seeks approval to repurpose proceeds no longer needed to pay costs of the project for which they were initially borrowed to pay for costs of another project. This Resolution would authorize the transfer of the unexpended portion of bond proceeds for the Fit Out Renovation of the Robert J. Lister Academy (RJLA) space at the Community Campus to a new project providing districtwide School Facilities Security Upgrades. The RJLA project was bonded through two (2) authorizations of \$1,500,000 and \$1,800,000, for a total of \$3,300,000. That project is now complete, with \$551,638 remaining that would be repurposed with the authority to pay for the costs of the school security upgrades project.

Representatives of the School Department will be prepared to explain the details of the proposed School Facilities Security Upgrades project at that City Council meeting.

*I recommend that the City Council move to schedule a public hearing and vote on June 9, 2025 to authorize the repurposing of the bond proceeds as described herein.*

### 2. **Request for Approval of a Tentative Agreement between the City of Portsmouth and the Association of Portsmouth Teachers:**

[Attached for your information is the Tentative Agreement](#) with the Association of Portsmouth Teachers.

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

### 3. **Request for Approval of a Tentative Agreement between the City of Portsmouth and the Portsmouth Public Library Employees Local 1386 of the AFSCME Council 93:**

[Attached for your information is the Tentative Agreement](#) with the Portsmouth Public Library Employees Local 1386 of the AFSCME Council 93.

*I recommend that the City Council approve the Tentative Agreement with the Portsmouth Public Library Employees Local 1386 of the AFSCME Council 93 as presented.*

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

- A. Request from Coureur Portsmouth to hold the Coureur Annual Go Skate Day Jam on Saturday, June 21, 2025 from 12:00 p.m. to 4:00 p.m. at the Portsmouth Skatepark (*Rain Date will be Sunday, June 22, 2025*).

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

- A. **Acceptance of Donation for the Police Department from Geno's Chowder and Sandwich Shop - \$250.00:**

Attached please find a [donation form from the Police Department for a donation in the amount of \\$250.00 from Geno's Chowder and Sandwich Shop](#) for the Portsmouth Police Explorers Post #2609. This donation was approved and accepted at the April 15, 2025 Police Commission meeting. Police Commissioner Francesca Fernald abstained from voting due to a conflict of interest, and the vote passed 2-0-1.

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

- B. **Acceptance of Donation for the Police Department from Mrs. Gail Frongillo - \$30.00:**

Attached please find a [donation form from the Police Department for a donation in the amount of \\$30.00 from Mrs. Gail Frongillo](#) for the Portsmouth Police Explorers Post #2609. This donation was approved and accepted at the April 15, 2025 Police Commission meeting.

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

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

1. **Master Plan Update:**

The City recently executed a contract with planning and design firm Utile; the firm is quickly coming up to speed, digesting background material from such sources as our Climate Action Plan, Places to Live Study Circle Dialogue Report, and Parking Utilization Study, along with the Bicycle Pedestrian Plan and Market Square Master Plan when complete.

Utile has hired an outreach coordinator (local accessibility expert Anne Weidman) to support the overall outreach process, expanding the reach of the Plan throughout the community. In this role, Anne will expand the breadth of public outreach beyond the traditional community meetings, taking advantage of getting the word out in a variety of settings and venues that a traditional outreach effort would not typically provide.

A Master Plan Steering Committee is currently being assembled to support the development of the Master Plan. The Steering Committee, comprised of members of the City Council, Planning Board, Housing Blue Ribbon Committee, Economic Development Commission, Arts & Cultural Commission, Recreation Board, and community members, will work closely with the City and



Utile to provide regular feedback and guidance on plan content throughout the planning process. The Committee's primary role is to provide strategic direction, offer feedback, and serve as a sounding board for the Utile/City team to ensure they align with community goals. The plan is for the Steering Committee to organize and meet starting in June.

While this is primarily a learning and data analysis phase, Utile is beginning to identify the needs and opportunities and will begin to develop visioning comment cards and surveys to have a soft start to the outreach, which will also include community event pop-ups and other touchpoints before a big visioning open house. While July and August would be the ideal time to host a large community meeting and public visioning open house, summer vacation is not. Therefore, that event is planned for September, when people are back from summer vacation and the more formal engagement can begin.

Coming soon: a new page on the City website, dedicated to the Master Plan effort.

2. **Bond Rating Update:**

I will provide a verbal update on the status of our most recent bond rating call with S&P Global.

3. **2025 National Program of Excellence Award for Senior Services:**

The National Council on Aging (NCOA) has selected the City of Portsmouth Senior Activity Center's "Rock the Crock" program in collaboration with Gather and the Portsmouth Housing Authority (PHA) to receive one of just seven NCOA National Institute of Senior Centers (NISC) Program of Excellence Awards. The Programs of Excellence awards are judged by a panel of peers and NISC Affiliate members. The competition is divided into seven categories: Marketing/Public Relations, Social and Support Services, Health and Wellness, Intergenerational, Nutrition, Technology, Virtual and Hybrid Programming, and Modernizing Senior Centers.

"Rock the Crock" offers attending seniors from the Portsmouth Senior Activity Center, Gather, and Portsmouth Housing Authority an engaging, hands-on cooking lesson focusing on nutritious and appetizing meals that can be made in a mini crockpot. Thanks to funding from a local foundation grant and assistance from Gather, attendees enjoy the resulting meal together and leave with their own mini crockpot, recipe book, apron and a \$25 local grocery gift card to recreate the meal. The program also teaches PHA residents how to utilize the local transportation program.

The Portsmouth Senior Activity Center is operated by the City of Portsmouth Recreation Department to create opportunities for healthy aging through social engagement, physical well-being, civic involvement, creativity, and lifelong learning. It is open to the public, regardless of residency and membership is free.

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

**RESOLUTION #\_\_ – 2025**

A RESOLUTION AUTHORIZING THE TRANSFER OF BOND PROCEEDS THAT ARE NO LONGER NEEDED TO PAY COSTS OF THE PROJECT FOR WHICH IT WAS INITIALLY BORROWED, TO PAY COSTS OF ANOTHER CAPITAL PROJECT IN ACCORDANCE WITH RSA 33:3-a (II)

RESOLVED: That in accordance with RSA 33:3-a (II), the unexpended balances of funds borrowed to pay costs of the project set forth below, which amounts are no longer needed to complete the project for which they were initially borrowed, are hereby appropriated by this Council to pay costs of School Facilities Security Upgrades.

<u>Original Project Description</u>	<u>Original Borrowing</u>	<u>Approval Date</u>	<u>Unexpended</u>	<u>Allocate to Project</u>
	<u>Amount</u>		<u>Balance</u>	
Renovation of RJLA space at Community Campus	3,300,000.00	7/10/2023	551,638.00	School Facilities Security Upgrades
Total			551,638.00	

**APPROVED:**

DEAGLAN MCEACHERN, MAYOR

**ADOPTED BY CITY COUNCIL**

KELLI BARNABY, CMC/CNHMC  
CITY CLERK

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

To: City Manager Conard, Mayor McEachern, and Members of the  
Portsmouth City Council  
From: Tom Closson  
Re: Tentative Agreement with the Association of Portsmouth Teachers  
Date: May 13, 2025

---

Attached for your consideration is a Tentative Agreement that the Portsmouth School Board's negotiating team has reached with the Association of Portsmouth Teachers. The Tentative Agreement calls for a collective bargaining agreement through June 30, 2028. The Tentative Agreement includes these material financial terms:

- A 2.84% COLA in year one of the CBA;
- COLAs based on the rolling 10-year average CPI-U, 3.0% to 5.0%, in year two and year three of the CBA; and
- Increases in employee percentage of health insurance premium cost sharing (0.75% on July 1, 2025, 1.0% on July 1, 2026, and 1.0% on July 1, 2027).

The Tentative Agreement includes additional language/policy changes and corrections that are outlined in the attached documents.

The Union and the School Board have already voted to ratify this Tentative Agreement. I am pleased to recommend it to you.

**City of Portsmouth**  
**Estimate of Negotiated Cost Items**

May 2, 2025

**ASSOCIATION OF PORTSMOUTH TEACHERS - 05/02/25**

NH Retirement Rate	19.23%	19.23%	19.23%	19.23%
FICA Rate	7.65%	7.65%	7.65%	7.65%
COLA Rate		2.84%	3.00%	3.00%
Aux COLA Rate		2.00%	2.00%	2.00%

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

	FY25 Base	FY26	FY27	FY28	Projected 3-Yr Total
Salary	20,055,280	20,326,875	20,585,041	20,827,807	61,739,723
Adv Degree	3,336,441	3,413,671	3,466,853	3,295,300	10,175,824
Longevity	134,342	134,342	134,342	134,342	403,026
Leadership	138,675	138,675	138,675	138,675	416,025
Extra Days	56,896	56,896	56,896	56,896	170,688
Extra & Co Curricular	551,178	551,178	551,178	551,178	1,653,534
NH Retirement	4,667,662	4,734,741	4,794,613	4,808,307	14,337,661
FICA	1,856,870	1,883,555	1,907,373	1,912,821	5,703,749
	30,797,344	31,239,933	31,634,971	31,725,326	94,600,230

<b>Year-to-Year CURRENT Gross Budget Change</b>	442,589	395,038	90,355
% Change	1.44%	1.26%	0.29%

927,982	Total Yr-to-Yr Increase
3.01%	Change FY25 to FY28
1.00%	Avg % Change per yr

**PROPOSED TENTATIVE AGREEMENT-APT GROSS BUDGET**

	FY25 Base	FY26	FY27	FY28	Projected 3-Yr Total
Salary	20,055,280	20,904,159	21,804,747	22,716,440	65,425,346
Adv Degree	3,336,441	3,510,620	3,672,272	3,600,440	10,783,332
Longevity	134,342	134,342	134,342	134,342	403,026
Leadership	138,675	138,675	138,675	138,675	416,025
Extra Days	56,896	58,034	59,776	61,570	179,380
Extra & Co Curricular	551,178	562,202	573,447	584,916	1,720,565
NH Retirement	4,667,662	4,866,735	5,073,501	5,237,556	15,177,792
FICA	1,856,870	1,936,064	2,018,319	2,083,583	6,037,966
	30,797,344	32,110,831	33,475,079	34,557,522	100,143,432

<b>Year-to-Year PROPOSED Gross Budget Change</b>	1,313,487	1,364,248	1,082,443
	4.26%	4.25%	3.23%

3,760,178	Total Yr-to-Yr Increase
12.21%	Change FY25 to FY28
4.07%	Avg % Change per yr

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

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

	FY25 Base	FY26	FY27	FY28	Projected 3-Yr Total
Salary	-	577,284	642,422	668,927	1,888,633
Adv Degree	-	96,949	108,470	99,721	305,140
Longevity	-	-	-	-	-
Leadership	-	-	-	-	-
Extra Days	-	1,138	1,742	1,794	4,674
Extra & Co Curricular	-	11,024	11,245	11,469	33,738
NH Retirement	-	131,994	146,894	150,361	429,249
FICA	-	52,509	58,437	59,816	170,762

<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	-	870,898	969,210	992,088
		2.83%	3.10%	3.14%

2,832,196	Total Yr-to-Yr Increase
8.82%	Change FY25 to FY28
2.94%	Avg % Change

**ASSOCIATION OF PORTSMOUTH TEACHERS  
AND  
PORTSMOUTH SCHOOL BOARD**

**TENTATIVE AGREEMENT REACHED ON APRIL 8, 2025**

- All pre-existing Tentative Agreements – Articles 2, 13, 15A.1, 15B, 20.3, 23, 27, 29.5, 31, 31.5, 31.16, 32.1.
- Additional Tentative Agreements reached during mediation – Articles 15.A(2), 18, 19.7 and 44.
- BOE Counter on Article 28.4 to increase paid time for transfer to eight hours.
- Wages:
  - o July 1, 2025 – 2.84% COLA
  - o July 1, 2026 – 10 Year Rolling COLA 3%-5%
  - o July 1, 2027 – 10 Year Rolling COLA 3%-5%
- Health Insurance:

Yellow Open Access with Choice Fund plan

*1.0 plan  
locking in current plan*

- July 1, 2025 – 93%/7%
- July 1, 2026 – 92%/8%
- July 1, 2027 – 91%/9%

Dated: 4/8/25

  
\_\_\_\_\_  
Association of Portsmouth Teachers

Dated: 4/8/2025

  
\_\_\_\_\_  
Portsmouth School Board



Association of Portsmouth Teachers  
And the  
Portsmouth School Board

Proposal Date:

Article # 2

**DUES DEDUCTION**

The BOARD agrees to deduct from the salaries of its employees dues for the ASSOCIATION OF PORTSMOUTH TEACHERS, NEA-NH, and the National Education Association as said teachers authorize the BOARD to deduct. A check will be written to the ASSOCIATION equal to the amount deducted on a month-to-month basis. Any member wishing to cease dues deduction will provide written notice to the Association by October 1 and once received, the Association will notify the district to cease dues deductions.

For the Association  Tentative Agreement

For the Board  Signature  
 Signature

1/29/2025  
Date  
1/29/2025  
Date

Association of Portsmouth Teachers  
And the  
Portsmouth School Board

Proposal Date:

Article # 13

**AGREEMENT PROVISIONS**

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

13.2 The BOARD agrees not to negotiate with any teachers' group or association, other than the designated unit in regard to any matter subject to negotiations under Article 13, Section 1 of this AGREEMENT. This shall not prevent the BOARD from communicating or consulting with any individual teacher or group of teachers for any purpose the BOARD shall deem desirable in the discharge of responsibilities, nor shall it preclude any teacher from appearing before the BOARD in his/her own behalf on matters relating to employment by the BOARD.

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

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

If by ASSOCIATION, to: School Administrative Unit 52

~~4 Junkins Ave, Suite 402  
Portsmouth, NH 03804~~

If by BOARD, to:

President of the Association, or  
~~his/her designee, at the appropriate  
address filed with the BOARD.~~

For the Association

*their TMC*  
*[Signature]* Tentative Agreement

For the Board

Signature  
*[Signature]*  
Signature

11/5/2024

Date

11/5/2024

Date

ASSOCIATION OF PORTSMOUTH TEACHERS  
AND THE  
PORTSMOUTH SCHOOL BOARD

SCHOOL BOARD PROPOSAL – 12/17/2024

ARTICLE 15A

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

15A.1 The BOARD and the ASSOCIATION agree that they will not discriminate against employees on the basis of race, creed, color, gender (including transgender), sex, sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, military service, religion, pregnancy, protective hairstyle, or any other status or characteristic protected by Federal, State or local law.

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

Dated : 1/13/2025



Dated : 1/13/2025



Association of Portsmouth Teachers  
And the  
Portsmouth School Board

Proposal Date:

Article # 15A

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

15A.1 The BOARD and the ASSOCIATION agree that they will not discriminate against employees on the basis of race, creed, color, gender (including transgender), sex, sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, military service, religion, pregnancy, protective hairstyle, or any other status or characteristic protected by Federal, State or local law.

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

15A.2 Teachers under a continuing contract who are not to be re-employed in the district shall be notified in writing no later than April 1.

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

Discipline shall be progressive in nature, recognizing however that the severity of an infraction may justify the decision by administration to accelerate or skip to a higher level of discipline.

15A.3 Additional principles of progressive discipline shall be:

- i. Any employee discharged must be paid in full for all wages and benefits owed him or her to the employee up to date of discharge by the BOARD.
- ii. The BOARD agrees to notify each employee in the bargaining unit and the ASSOCIATION of all changes to existing work rules on the school staff resource page. New employees shall be provided with a copy of the work rules at the time of hire. Such rules shall be reasonably related to the duties and

For the Association                      Tentative Agreement

Signature

For the Board

Signature

4-11-25

Date

4-11-25

Date



responsibilities of employees in the bargaining unit, shall not conflict with the terms of this Agreement, and shall be uniformly applied and enforced.

- iii. ~~Suspension of an employee pending BOARD hearing and determination shall be with pay. A suspended employee shall be entitled to a hearing before the BOARD within ten (10) working days.~~
- iv. Whenever an employee is called before an administrator, the Superintendent, or the BOARD concerning any disciplinary matter or potential disciplinary matter. Employees will be notified that they are entitled to have an ASSOCIATION representative and/or NEA-NH Uniserv Director present for advice and representation during such meeting.
- v. Any certified professional employee who is disciplined including but not limited to suspension and/or discharged ~~suspended~~ and believes the discipline ~~suspension~~ is without just cause may grieve the suspension discipline and any loss of pay. Any certified professional employee whose suspension discipline is reduced or revoked shall receive all pay for any loss of compensation that is reduced or restored through the grievance process. ~~those days of suspension which are reduced or revoked.~~

**ASSOCIATION OF PORTSMOUTH TEACHERS  
AND THE  
PORTSMOUTH SCHOOL BOARD**

**ARTICLE 15A(2)  
NON-DISCRIMINATION/JUST CAUSE/EMPLOYEE RIGHTS**

Teachers under a continuing contract who are not to be reemployed in the district shall be notified in writing no later than April 1.

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

Discipline shall be progressive in nature, recognizing however that the severity of an infraction may justify the decision by administration to accelerate or skip to a higher level of discipline.

ASSOCIATION OF PORTSMOUTH TEACHERS  
AND THE  
PORTSMOUTH SCHOOL BOARD

ARTICLE 15B  
RE-EMPLOYMENT NOTICE

Delete only the following provision from this section:

Said teacher's status for employment in other certified areas will NOT  
be affected by ~~Article 16.1B~~ Article 15B.1.

TA

Thomas M. Chen

1/29/2025

Chen R

4/29/2028

ASSOCIATION OF PORTSMOUTH TEACHERS  
AND THE  
PORTSMOUTH SCHOOL BOARD

SCHOOL BOARD PROPOSAL – 1/31/2025

Article 18  
WORK YEAR

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

18.2 The Association shall be responsible for the development of the school calendar. The Association shall make a provision for staff, SAU #50 and parent input, and shall consult with the Superintendent. The Association shall provide a final draft of the calendar to the School Board for final approval by the first meeting in February. The Superintendent, with input from all relevant constituencies including the Association, will be responsible for the development of the school calendar. The Association will submit a recommended schedule to the Superintendent no later than December 1<sup>st</sup> of the prior school year.

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

18.4 Some teachers, specialists or librarians, may have work situations that require one (1) or more days in-school time at the beginning and/or at the end of the school year without normal student contact. These professionals shall have the number of student free days equal to the number of buildings in which they teach. This Section shall apply to



ASSOCIATION OF PORTSMOUTH TEACHERS  
AND THE  
PORTSMOUTH SCHOOL BOARD

SCHOOL BOARD PROPOSAL – 11/20/2024

ARTICLE 19.7  
TIME REQUIREMENT

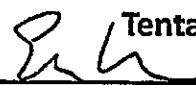

~~*Work may be accomplished within the building or other appropriate setting.*~~ Before leaving the building during the eight (8) hour on-site workday, the teacher must inform the principal or supervisor of his/her their destination, purpose and expected time of return.

Association of Portsmouth Teachers  
And the  
Portsmouth School Board

Proposal Date:

Article # 20.3

~~20.3 Professional staff may initiate and will participate in the process to determine the students to be assigned to the para-educators.~~

For the Association  Tentative Agreement  
Signature  
For the Board   
Signature

12/3/24  
Date  
12/3/24  
Date

Association of Portsmouth Teachers  
And the  
Portsmouth School Board



Proposal Date:

Article # 23

**PROFESSIONAL DEVELOPMENT**

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

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

For the Association  Tentative Agreement  
Signature  
For the Board   
Signature

11/5/2024 Date  
11/5/2024 Date

Association of Portsmouth Teachers  
And the  
Portsmouth School Board

Proposal Date:


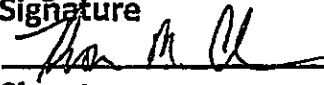
Article # 27

**SENIORITY**

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

~~28.2~~ 27.2 The BOARD will maintain a current seniority list based on seniority and areas of certification. This list will be updated and posted in every school by March 1st of each school year. A copy of this list shall be ~~mailed~~ to the APT President.

emailed TMC

For the Association  Tentative Agreement  
Signature  
For the Board   
Signature

11/15/2024 Date  
11/5/2024 Date

Association of Portsmouth Teachers  
And the  
Portsmouth School Board


Proposal Date:

Article # 28

ASSIGNMENT CHANGE


28.4 Transfers, assignments or re-assignments within the same school building will be excluded from this article except that all ***such*** transfers will be for sound educational reasons, and the person being transferred will be so notified in writing, and the person being transferred will be given eight (8) hours of non-school time with per diem pay to make the move.

For the Association

  
Signature

Tentative Agreement

For the Board

  
Signature

4/8/25  
Date  
4/8/25  
Date



**Association of Portsmouth Teachers  
And the  
Portsmouth School Board**

**Proposal Date:**

**Article # 29.5**

~~Nonetheless, a teacher may opt to be passed over one (1) time while on the RIF list without permanently being removed.~~

For the Association

 Tentative Agreement

Signature

For the Board

  
Signature

12/13/24

Date

12/3/24

Date

Date \_\_\_\_\_

[Type text]

(c) the results of previous discussions if any;

(d) ~~his/her the employees~~ dissatisfaction with decisions previously rendered; and

(e) the remedy requested.

The immediate supervisor or the Superintendent shall communicate his/hertheir decision to the employee and ASSOCIATION within five (5) school days of receipt of the written grievance.

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

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

31.6 If the grievance is not resolved to the grievant's satisfaction, ~~he/she the employee and/or the~~ ASSOCIATION, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD, or committee thereof, shall review the grievance and shall ~~,at the option of the BOARD, or upon the request of the grievant,~~ hold a hearing within thirty (30) school days.

A decision in writing shall be communicated within thirty (30) calendar days of the hearing. A decision will be deemed communicated to the ASSOCIATION ~~if it is postmarked, first class and return receipt requested,~~ within the time limit and/or within 24 hours of receipt of the decision from the Board to the Association and employee via email, within the specified time limits established for the Board level of the grievance process.

31.7 If the decision of the BOARD does not resolve the grievance to the satisfaction of the grievant and he/she the employee wishes a review by a third party, ~~he/she the employee~~ shall so notify the ASSOCIATION within five (5) school days of receipt of the BOARD'S decision.

If the ASSOCIATION determines that the matter should be reviewed further, it shall, in writing ~~and/or via email,~~ so advise the BOARD through the Superintendent within ten (10) school days of receipt of the BOARD'S decision. The parties shall then initiate a request for arbitration under the procedure set forth herein.

31.8 A request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.

31.9 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

[Type text]

31.10 If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

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

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

31.12 The BOARD, the aggrieved, and the ASSOCIATION shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing or within thirty (30) days of the submission of closing briefs by the parties representatives.

31.13 Should the grievant so elect, the aggrieved person shall be represented at all stages of the grievance procedure by ~~himself-themselves~~, or by a representative selected or approved by the ASSOCIATION.

The ASSOCIATION shall be notified at all levels and has the right to be present at all levels.

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

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

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

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

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

A copy of all documents shall be given to the grievant.

Association of Portsmouth Teachers  
And the  
Portsmouth School Board

Proposal Date:

Article # 31.5

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

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

For the Association

 Tentative Agreement

Signature

For the Board



Signature

12/3/24

Date

12/3/24

Date



ASSOCIATION OF PORTSMOUTH TEACHERS  
AND THE  
PORTSMOUTH SCHOOL BOARD

SCHOOL BOARD PROPOSAL – 12/17/2024

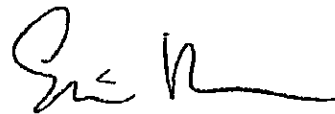
ARTICLE 31  
CONTRACT CLARIFICATION

31.16 If the parties disagree as to the meaning or interpretation of any of the provisions of this AGREEMENT, either party may utilize the clarification procedure set forth in Article 31.32 in order to resolve said dispute.

Dated: 1/13/2025



Dated: 1/13/2025



Association of Portsmouth Teachers  
And the  
Portsmouth School Board

Proposal Date:

Article # 32.1

32.1 At the start of each contract year, each teacher will be granted seventeen (17) days per year for personal illness or illness in the immediate family. A maximum of four (4) days per year for personal business or emergency leave may be used from sick leave. For all employees hired prior to July 1, 2014, there is unlimited accumulation of such leave; all employees hired after July 1, 2014 will accumulate sick leave as set forth in this article to a maximum of one hundred and fifty (150) days. No more than fifteen (15) days per year of paid leave may be used for illness in the immediate family. Personal leave may not exceed four (4) days per year, nor more than two (2) days on consecutive workdays, unless approved by the Superintendent of Schools.

The teacher will provide at least twenty-four (24) hours of advance notice of their intent to take any personal leave unless an emergency arises. Taking a personal day immediately before ~~preceeding~~ or immediately after ~~subsequent to~~ any school holiday or vacation shall require prior approval from the Superintendent.

For the Association

Tentative Agreement  


Signature

For the Board



Signature

12/3/2024

Date

12/4/2024

Date

**ASSOCIATION OF PORTSMOUTH TEACHERS  
AND THE  
PORTSMOUTH SCHOOL BOARD**

**SCHOOL BOARD PROPOSAL – 12/17/2024**

**ARTICLE 44  
STUDENT APPROPRIATION**

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

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

To: City Manager Conard, Mayor McEachern, and Members of the  
Portsmouth City Council  
From: Tom Closson  
Re: Tentative Agreement with the Portsmouth City Employees, AFSCME  
Local #1386B (Public Library Employees)  
Date: April 30, 2025

---

Attached for your consideration is a Tentative Agreement that the City of Portsmouth's negotiating team has reached with the Portsmouth City Employees, AFSCME Local #1386B (Public Library Employees). The Tentative Agreement calls for a collective bargaining agreement through June 30, 2028. The Tentative Agreement includes these material financial terms:

- COLAs (based on the rolling 10-year average CPI-U, 2.0% to 5.0%) in all contract years (2.84% in year one); and
- Increases in employee percentage of health insurance premium cost sharing by 1.0% on July 1<sup>st</sup> of each year of the CBA.

The Tentative Agreement includes additional language/policy changes and corrections that are outlined in the attached documents.

The Union has already voted to ratify this Tentative Agreement. I am pleased to recommend it to you.

**LOCAL #1386B - Public Library Employees**

COLA	2.84%	3.00%	3.00%
social security	6.20%	6.20%	6.20%
medicare	1.45%	1.45%	1.45%
retirement	12.75%	12.75%	12.75%

**GENERAL FUND ONLY:**

**CURRENT CONTRACT - (Steps only / No COLA)**

Wages	FY26	FY27	FY28	Projected total for 3 years	
Salaries, Full-time	701,961	710,431	716,506	2,128,898	
Salaries, Part-time	260,543	269,435	276,560	806,538	
Longevity	8,882	9,987	10,355	29,224	
Retirement	90,632	91,853	92,675	275,160	
Social Security	60,226	61,371	62,212	183,809	
Medicare	14,085	14,353	14,550	42,988	
	1,136,329	1,157,430	1,172,858	3,466,617	
Year-to-Year Net Increases		21,101	15,428	36,529	Total Yr-to-Yr Increase
% Change		1.86%	1.33%		

**PROPOSED TENTATIVE AGREEMENT - GROSS BUDGET**

Wages	FY26	FY27	FY28	Projected total for 3 years	
Salaries, Full-time	721,897	752,526	781,537	2,255,959	
Salaries, Part-time	267,942	285,399	301,520	854,861	
Longevity	9,134	10,578	11,286	30,999	
Retirement	93,206	97,296	101,085	291,587	
Social Security	61,936	65,007	67,849	194,793	
Medicare	14,485	15,203	15,868	45,556	
	1,168,601	1,226,010	1,279,145	3,673,755	
Year-to-Year PROPOSED Gross Budget Change	32,272	57,409	53,135	142,816	Total Yr-to-Yr Increase
	2.84%	4.91%	4.33%		

FY26 Included in Budget in Collective Bargaining Contingency

**BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" CONTRACT LANGUAGE**

Wages	FY26	FY27	FY28	Projected total for 3 years	
Salaries, Full-time	19,936	22,159	22,936	65,031	
Salaries, Part-time	7,399	8,565	8,996	24,960	
Longevity	252	339	340	931	
Retirement	2,574	2,868	2,967	8,410	
Social Security	1,710	1,926	2,001	5,637	
Medicare	400	450	468	1,318	
TOTAL COST OF TENTATIVE AGREEMENT	32,272	36,308	37,707	106,287	Total Yr-to-Yr Increase
				3.07%	Total % change

**CUMULATIVE TENTATIVE AGREEMENT COST**

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

Wages	FY26	FY27	FY28	Projected total for 3 years	
Salaries, Full-time	19,936	42,095	65,031	127,061	
Salaries, Part-time	7,399	15,964	24,960	48,323	
Longevity	252	591	931	1,775	
Retirement	2,574	5,443	8,410	16,427	
Social Security	1,710	3,636	5,637	10,984	
Medicare	400	850	1,318	2,568	
TOTAL COST OF TENTATIVE AGREEMENT	32,272	68,580	106,287	207,138	Cumulative Increase



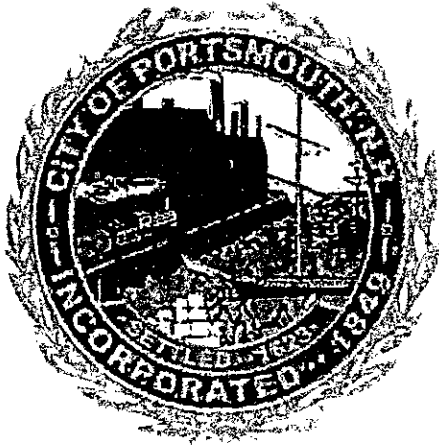
**CITY OF PORTSMOUTH, NEW HAMPSHIRE**  
**And**  
**PORTSMOUTH CITY EMPLOYEES, AFSCME LOCAL #1386B**

**TENTATIVE AGREEMENT**

<u>ARTICLE</u>	<u>CHANGE</u>
Throughout	Change from Portsmouth City Employees to Portsmouth Public Library Employees.
Housekeeping	Make all housekeeping changes proposed by the Union.
Cover, Article 39, And Elsewhere As Needed	Make all edits necessary to implement a successor CBA with a duration from July 1, 2025, to June 30, 2028.
Table Of Contents	Appendix A - Wage Schedule Appendix B - Membership Application Appendix C - Membership Rejection Statement <u><i>See attached.</i></u>
Article 5 (Employment And Termination), Section 5.1 (Union Dues)	Delete current section and adopt the following new section: "Upon the presentation of a signed authorization by the employee to the City, the City agrees to deduct official dues of the Union from the employee's paycheck and pay the dues collected to the Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, Massachusetts 02108, once a month along with a statement indicating who has paid dues. The Union will indemnify and hold the City harmless in connection with any and all disputes over the collection and payment of Union dues."
Article 7.1 (Wages)	Add the following new language: "The Department Head will have the discretion to start new hires in bargaining unit positions at up to and including at Step C. Any request for a new hire placement higher than Step C will be submitted to the AFSCME Unit Vice President with the option to reject within one (1) week of receipt of the request. The candidate information sent to the Unit Vice President will exclude

	personal demographic information but will include relevant education and/or experience for consideration.”
Article 7 (Wages)	3-year CBA with annual wage increases on July 1 <sup>st</sup> by City’s standard rolling COLA, between 2% and 5%. [Note, for year one of the CBA, this COLA will be 2.84%]
Article 9.1 (Health Insurance)	Increase employee percentage of health insurance premium cost sharing by 1% on July 1 <sup>st</sup> of each year of the CBA.
Article 9.3 (Health Insurance)	Delete current section and adopt the following new section: “Bargaining unit members who are eligible for health insurance coverage under the terms of this agreement but who elect not to take such coverage because they have alternative coverage from a source other than the City will receive an opt-out stipend of five hundred dollars (\$500.00) per quarter. To be eligible for this stipend, a bargaining unit member must provide the City with proof of alternative health insurance coverage not provided by the City that does not trigger any penalty or fee under the terms of the Affordable Care Act.”
10.1 (Sick Leave)	Increase annual employee accrual to fifteen (15) days. <u>See attached.</u>
11 (Medical Appointments)	Delete.
13 (Vacations)	Change annual accruals. <u>See attached.</u>
15.3 (Bereavement Leave)	Add “partner” to list of immediate family.
16 (Holidays)	Change Indigenous Peoples’ Day back to Columbus Day. Strike ½ Day on Good Friday and add ½ Day on Christmas Eve. <u>See attached.</u>
22 (Jury/Witness Duty Pay)	Delete current section and adopt the following new section: “Employees who are subpoenaed as witnesses in a civil or criminal case will be granted paid leave for the period of time

	they are unable to report to work. Employees who are called for service on a jury shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by the employee by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for the purpose of this agreement. This section also applies to scheduled work hours of permanent part-time Library employees."
NEW (Proper Attire)	"Library employees will be expected to wear professional attire, consistent with the City's Dress Code Policy, that is conducive to performing their job duties. Professional attire may be more informal when it is necessary and appropriate for certain programs and outreach activities."
NEW (Joint Labor – Management Meetings)	"Officers and members of the bargaining unit will be allowed reasonable opportunities, convenient for all parties, to meet with their Department Head and/or other City representatives to carry out the terms of this Agreement and will suffer no loss in pay or benefits when attending such meetings."



WORKING AGREEMENT  
BETWEEN THE  
CITY OF PORTSMOUTH, NEW HAMPSHIRE  
AND  
PORTSMOUTH PUBLIC LIBRARY EMPLOYEES LOCAL 1386  
OF THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES  
COUNCIL 93  
AFL – CIO

July 1, 2025 to June 30, 2028

## Article 10

### SICK LEAVE

- 10.1 All employees except part-time Library employees shall be entitled to accrue fifteen (15) days of sick leave per year or one hundred twelve- and one-half hours (112.5) per year.
- 10.2 Employees on probation may use accrued ~~but unused~~ sick leave due to personal illness.
- 10.3 Permanent part-time Library employees will be eligible for pro-rated sick leave accrual for all hours actually worked. This calculation shall occur no less frequently than quarterly. Part-time Library employees' sick leave shall be based upon the following schedule:

<u>37.5 Hrs./Week</u>	<u>30 Hrs./Week</u>	<u>25 Hrs./Week</u>	<u>20 Hrs./Week</u>
112.5 Hrs./year	90 Hrs./year	76.5 Hrs./year	59.6 Hrs./year.

## Article 13

### VACATIONS

- 13.1 All permanent full-time employees shall be paid for actual time worked, all approved leaves and all approved holidays.
- 13.2 The City shall endeavor to keep the permanent full—time employees continuously at work insofar as practicable during the calendar year.
- 13.3 All new full-time hires will receive thirty-seven and one-half (37.5) hours of annual leave at the time of hire. They will then accrue at the rate of one hundred and fifty hours (150) per year. Beginning in their tenth year of service to the City, ~~and forgoing~~, permanent full-time employees shall accrue at the rate of two hundred and twenty-five hours (225) per year. Part-time employees will accrue vacation leave on a prorated basis, as follows:

	<u>37.5 Hrs./Week</u>	<u>30 Hrs./Week</u>	<u>25 Hrs./Week</u>	<u>20 Hrs./Week</u>
0-10 Years Of Service	150 Hrs./year	120 Hrs./year	102 Hrs./year	79.5 Hrs./year.
10+ Years Of Service	225 Hrs./year	180 Hrs./year	153 Hrs./year	119.25 Hrs./year.

~~If the employee has worked one (1) full year, they shall be entitled to two (2) weeks' vacation or seventy-five (75) working hours with pay. This is to be computed to the nearest half-month period by multiplying the time worked by the factor of 6.25 which~~



represents the vacation time earned per month. Once an employee has completed their probationary period, they may take earned annual leave during the first year of service.

~~The vacation schedule shall be as follows completing six (6) full months service for the City of Portsmouth:~~

<del>Years of Service</del>	<del>Hours</del>	<del>Per Month</del>
<del>One to two inclusive</del>	<del>75</del>	<del>6.25</del>
<del>Three to six</del>	<del>82.5</del>	<del>6.875</del>
<del>Seven</del>	<del>90</del>	<del>7.5</del>
<del>Eight</del>	<del>97.5</del>	<del>8.125</del>
<del>Nine</del>	<del>105</del>	<del>8.75</del>
<del>Ten</del>	<del>112.5</del>	<del>9.375</del>
<del>Eleven</del>	<del>120</del>	<del>10</del>
<del>Twelve</del>	<del>120</del>	<del>10</del>
<del>Thirteen</del>	<del>127.5</del>	<del>10.625</del>
<del>Fourteen</del>	<del>127.5</del>	<del>10.625</del>
<del>Fifteen</del>	<del>135</del>	<del>11.25</del>
<del>Sixteen</del>	<del>135</del>	<del>11.25</del>
<del>Seventeen</del>	<del>142.5</del>	<del>11.875</del>
<del>Eighteen</del>	<del>142.5</del>	<del>11.875</del>
<del>Nineteen</del>	<del>150</del>	<del>12.5</del>
<del>Twenty</del>	<del>150</del>	<del>12.5</del>
<del>Twenty one</del>	<del>157.5</del>	<del>13.125</del>
<del>Twenty two</del>	<del>165</del>	<del>13.75</del>

Once an employee has completed their probationary period, they may take accrued annual leave. ~~during the first year of service.~~

13.4 Permanent full-time employees ~~Employees on a five (5) day work week~~ shall be allowed to accumulate carryover no more than 375 hours as of December 31. All permanent employees, upon termination, retirement, or death, shall be paid for no more than 525 hours earned and unused annual days at their present rate of pay.

for the purposes of carrying over the next year.

## Article 16

### HOLIDAYS

- 16.1 All permanent full-time employees shall be paid at their regular rate for the following named legal holidays:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr.	Indigenous Peoples' Day
Day Presidents Day	Veteran's Day
<del>1/2 day Good Friday</del>	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Independence Day
1/2 day Christmas Eve	
Christmas Day	

The preceding Monday if Christmas is on a Tuesday

The following Friday if Christmas is on a Thursday

~~In the event the city eliminates 1/2 day on Good Friday from the AFSCME Local 1386A contract in exchange for 1/2 day on Christmas Eve (December 24th only) and 1/2 day on New Year's Eve (December 31st only), 1386B will adopt the same schedule regarding these holidays.~~

- 16.2 When a holiday falls on a Saturday, the preceding day shall be considered a holiday for City employees. If a holiday falls on a Sunday, the following Monday shall be considered a holiday.

## **Article 4B**

### **PROBATIONARY PERIOD AND CLASSIFICATION**

Probationary: Probationary employees are those employees hired to fill regular positions, but who are serving their probationary period of six (6) months. Probationary employees shall be allowed to earn annual leave during their probationary period but shall not be entitled to be paid for or to take such leave unless and until they successfully complete six months of employment.

Probationary employees shall be entitled to holiday pay in the same manner as other employees.

Probationary employees shall not be entitled to other benefits of permanent employees.

Specifically, probationary employees shall not be entitled to health and dental insurance coverage until the first of the month following their date of hire.

# AFSCME STRONG

## AFSCME Council 93

☐ **Yes! I am AFSCME Strong.**  
I want a strong voice at work and in my community

Yes, sign me up to:

- ☐ Talk to colleagues at work about AFSCME
- ☐ Make phone calls to AFSCME members for campaigns
- ☐ Knock AFSCME member doors during campaigns

## Membership Application

### American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

My voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

1386

Local Number

City of Portsmouth

Employer

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Job Title

Cell Phone

Personal E-mail Address

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature

Date

### Contribution Form

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

#### Deduction Per Pay Period

☐ \$5 ☐ \$10 ☐ \$15

☐ Other \$ \_\_\_\_\_ each pp

Circle jacket size.

S M L XL 2XL Other \_\_\_\_\_

#### For Office Use Only

☐ JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature

Date

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Occupation

Local Number

Employer

Cell Phone

Home Phone

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address

**American Federation of State, County & Municipal Employees, Council 93, AFL-CIO**

**77 Sundial Ave, Suite 104W • Manchester, NH 03103 • Phone: (603) 606-6723**

**Membership Rejection Statement**

I hereby decline membership in AFSCME Council 93, Local 1386, I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 77 Sundial Ave Suite 104W, Manchester, NH 03103. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017\*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration including but not limited to filing fees and expenses

Please print the following information:

Name: \_\_\_\_\_  
Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Employer: \_\_\_\_\_ Work Location: \_\_\_\_\_

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

\*This fee schedule is subject to review and change at anytime



30 Daniel St  
Portsmouth, NH 03801  
603-427-8659

Mayor McEachern, City Council, and all applicable parties, we present for your consideration:

# Coureur Annual Go Skate Day Jam

## EVENT DESCRIPTION

Each year we have been in business we hold a Go Skateboarding Day skate jam. The day includes contests and prizes. It's really just a reason to all get together and skateboard/interact with our community.

## Details

June 21st from 12PM-4PM (Rain Date 22nd) at the Portsmouth Skatepark

## Attendance

We expect between 50-75 participants

## Food

Bottled water and sports drinks.

## Parking

We will utilize the skatepark lot and provide signage directing overflow (if necessary) parking to the auxiliary Park n Ride lot over the bridge or the baseball fields (pending confirmation of availability). We will also make announcements throughout the day to keep off of Route 33.

## Equipment

Coureur pop up tent, we will collect and remove trash, a small portable speaker for music.



May 5, 2025

I would like to request that the City Council consider putting 5G tower zoning up for discussion on their agenda. I just learned that there is a T-Mobile 5G tower across the street from me at 55 Congress Street. I called the FCC about it and they told me that it was up to local governments to come up with their own zoning regulations for 5G tower locations.

I spoke with Peter Britz in Planning who told me we do not currently have any zoning regulations around 5G towers. He agreed with me that for safety purposes, its time that our city address this issue. He is ready to discuss the matter with the City Council and make recommendations to them.

I do believe that this is an important safety matter that our community would care about fixing.

Robin Rousseau, CPA  
90 Fleet Street  
Portsmouth, NH 03801  
603-670-8150  
[robinarousseau@aol.com](mailto:robinarousseau@aol.com)



May 7, 2025

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

Dear Karen,

After a six-month delay, we are delighted to be moving forward again with the Christ Church Workforce Housing and HAVEN project at 1035 Lafayette Road. This project represents a meaningful step toward addressing the urgent need for affordable housing options in Portsmouth while also adding to HAVEN's efficacy and sustainability, and the outstanding work they do for people throughout the region.

As you know, the city land-use boards have approved this project, and key sources of financing are in place. Our goal is to close on financing and break ground as early as this fall.

The project still bears some risk because of higher construction costs, increased unforeseen costs for utility upgrades and new regulatory requirements, putting more pressure on funding sources and uses. It is critically important that we control costs to achieve our affordability goals. One way the City can help assure our success is by waiving City fees associated with this development.

We are grateful that the City has waived fees for Ruth Lewin Griffin Place in 2022 and for the Sherburne School project this year. Waiving these fees is cost-neutral and consistent with City policy designed to encourage the development of more affordable housing in the city.

While PHA routinely pays permit fees for our capital improvement efforts, this request is to waive fees only for this project at 1035 Lafayette Road. Thank you for your continued support and for helping us move this important project forward.

Sincerely,

Craig Welch  
Executive Director  
Portsmouth Housing Authority & PHA Housing Development Ltd.

Cc: Kathy Beebe, Executive Director, HAVEN



## **City Council Emails – April 21, 2025 – May 15, 2025**

Submitted on Mon, 05/12/2025 - 04:41

Submitted by: Anonymous

Submitted values are:

**First Name**

Ross

**Last Name**

Laorenza

**Email**

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

**Address**

3 Danforth Rd, APT 24  
Nashua, New Hampshire. 03060

**Message**

City Council, Mr. Mayor, Mrs. Mayor;

I ask for your help. As a former resident and worker in several industries in the city of Portsmouth and towns of Newington, NH it troubles me to see the average annual income to be a homeowner in our beloved city. \$700,000 + for a firefighter, cop, restaurant worker, federal employee in the 30's and 40's. Are we expected to work four jobs to make ends meet and avoid hour long commutes. That doesn't seem like a healthy, responsible way to live.

I ask you this one question: What kind of city do you want to serve: Wealthy, Seacoast, Tourist attraction; Poor, impoverished, with crumbling in infrastructure, or a happy medium where the middle class can thrive, and the wealthy can do their part to support the struggling and working poor?

You decide. My mind is made up.

Best regards,  
Ross M. Laorenza  
Local Worker

**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, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

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

Committee: Cemetery Committee

Renewing applicant

Name: Celeste Brooks

Telephone: 603 988 7413

Could you be contacted at work? YES/NO - If so, telephone# By email, + there very few phones at my work  
BrooksCM1@state.gov

Street address: 314 Hanover Street #3 Portsmouth, NH 03801

Mailing address (if different): //

Email address (for clerk's office communication): Cbrooks38@gmail.com

How long have you been a resident of Portsmouth? 35 years

Occupational background:

government / theater / training / hospitality

★ Job history has not changed since last appointment to the Cemetery Committee. (If you would like the same resume submitted please contact via email on file.)

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

Reasons for wishing to continue serving:

I am pleased to give my free time to an organization which brings something to the community. I also enjoy the subject matter! I find the multifaceted nature of cemeteries so interesting. Whether it's history, art, or community spaces there is so much for people to enjoy about these historic grounds, and I really like to be a part of that interconnectivity.

6/27/2012

OVER

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

UE 228 steward  
DELA Committee (until disbanding Jan 2025)

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

- 1) Kelly Hathorne - 79 Portland RD Dover, 603.380.2230  
Name, address, telephone number
- 2) Offene Lane 306 Hanger Street 603.418.5343  
Name, address, telephone number Portsmouth

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed 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: 

Date:

April 17<sup>th</sup> 2025

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 5/1/2027

Annual Number of Meetings: 8 Number of Meetings Absent: 1

Date of Original Appointment: 5/1/2023

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

# PARKING and TRAFFIC SAFETY COMMITTEE

## ACTION SHEET

8:30 A.M. – May 1, 2025  
City Hall Conference Room A

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**PRESENT:**     **Members:** Public Works Director Peter Rice, Fire Chief William McQuillen, Police Chief Mark Newport, Jillian Harris on behalf of Stephanie Casella Planning Department, Mark Syracuse, Erica Wygonik, Jane Mitchell-Pate, Mary Lou McElwain, Committee Chair Andrew Bagley via Zoom

**City Staff:** City Engineer Eric Eby, Parking Director Ben Fletcher, Associate Engineer Tyler Reese

ACTION ITEMS FOR CITY COUNCIL
<ul style="list-style-type: none"><li>• Hanover Street, voted to approve annual renewal of valet license for The 100 Club.</li><li>• Brewster Street, voted to approve change in loading zone hours from 7AM - 3PM Monday through Friday, to 6AM – 11AM, Monday through Saturday.</li></ul>

- **Roll Call**
- **Financial Report: Voted** to accept and place on file Financial Report dated March 31<sup>st</sup>, 2025.
- **Public Comment Session:** Tyler Garzo of 62 McKinley Road spoke regarding residential parking permits, as well as the New Hampshire Department of Transportation's upcoming meeting regarding the Route 1 project.
- **Hanover Street, request for annual renewal of valet parking license, by The 100 Club.** Voted to approve annual renewal of valet license for The 100 Club.
- **Chapel Street, request for two 15-minute parking spaces, by abutting business.** Voted to place the item on file.
- **Brewster Street, request to change loading zone hours from 7AM - 3PM Monday through Friday, to 6AM – 11AM, Monday through Saturday, by abutting business.** Voted to approve change in loading zone hours from 7AM - 3PM Monday through Friday, to 6AM – 11AM, Monday through Saturday.
- **Columbia Street, request to prohibit parking on one side of Columbia Street, by resident.** Voted to refer to staff to evaluate and report with a future site visit.
- **238 Deer Street, report back, request for 15-minute parking space by abutter.** Voted to place item on file.
- **On-street overnight camping in vehicles.** Item was discussed amongst the committee; no motion was presented.



- **Police monthly accident report:** Informational; no action required.
- **Outdoor dining season:** Informational; no action required.
- **Roadway construction projects update:** Informational; no action required.

*Respectfully submitted by:* Jefferson Lane

# **PARKING and TRAFFIC SAFETY COMMITTEE**

## **PORTSMOUTH, NEW HAMPSHIRE**

CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also had the opportunity to join the meeting via  
Zoom*

**8:30 AM**

**May 1<sup>st</sup>, 2025**

### **MINUTES**

#### **I. CALL TO ORDER**

Vice Chairwoman Erica Wygonik called the meeting to order at 8:30 AM.

#### **II. ATTENDANCE**

##### Members Present:

Public Works Director Peter Rice

Police Chief Mark Newport

Jillian Harris on behalf of Stephanie Casella, Planning Department

Acting Chairwoman Erica Wygonik

Jane Mitchell-Pate

Mark Syracuse

Mary Lou McElwain

Fire Chief William McQuillen arrived at 8:36 AM

Committee Chair Andrew Bagley via Zoom

##### Members Absent:

Dave Allen (alternate)

##### City Staff Present:

Eric Eby, City Engineer

Ben Fletcher, Parking Director

Tyler Reese, Associate Engineer

#### **III. FINANCIAL REPORT**

[00:10:49] Mark Syracuse moved to accept the financial report dated March 31<sup>st</sup>, 2025, seconded by Mary Lou McElwain. The motion passed unanimously.

#### **IV. PUBLIC COMMENT (15 MINUTES)**

[00:12:59] Tyler Garzo of 62 McKinley Road spoke regarding residential parking permits and the New Hampshire Department of Transportation's upcoming meeting regarding the Route 1 project.

#### **V. PRESENTATIONS**

There were no presentations.

## **VI. NEW BUSINESS**

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

- A.** [00:14:44] Hanover Street, request for annual renewal of valet parking license, by The 100 Club. Peter Rice moved to approve annual renewal of valet license for The 100 Club, seconded by Mary Lou McElwain. The motion passed unanimously.
- B.** [00:15:28] Chapel Street, request for two 15-minute parking spaces, by abutting business. Peter Rice moved to refer to staff for evaluation and report back, seconded by Bill McQuillen. A discussion ensued, and Peter Rice made a friendly withdrawal of his motion. Bill McQuillen made a motion to place the item on file, seconded by Mark Syracuse. The motion passed unanimously.
- C.** [00:28:55] Brewster Street, request to change loading zone hours from 7AM - 3PM Monday through Friday, to 6AM – 11AM, Monday through Saturday, by abutting business. Peter Rice moved to approve change in loading zone hours from 7AM - 3PM Monday through Friday, to 6AM – 11AM, Monday through Saturday, seconded by Mary Lou McElwain. The motion passed unanimously.
- D.** [00:29:54] Columbia Street, request to prohibit parking on one side of Columbia Street, by resident. Peter Rice moved to refer to staff to evaluate and report with a future site visit, seconded by Mark Syracuse. Report back to also include evaluation of need for RRFB at Islington Street crosswalk. The motion passed unanimously.

## **VII. OLD BUSINESS**

- A.** [00:32:36] 238 Deer Street, report back, request for 15-minute parking space by abutter. Peter Rice moved to place on file, seconded by Mary Lou McElwain. The motion passed unanimously.
- B.** [00:36:23] On-street overnight camping in vehicles. A discussion ensued regarding overnight camping and resident complaints regarding overnight camping on City Streets. Committee Chair Bagley stated that the City Council is working on parking changes Citywide that may alleviate the problems that currently exist.

## **VIII. INFORMATIONAL**

- A.** [00:42:14] Police monthly accident report
- B.** [00:47:10] Outdoor dining season
- C.** [00:47:47] Roadway construction projects update

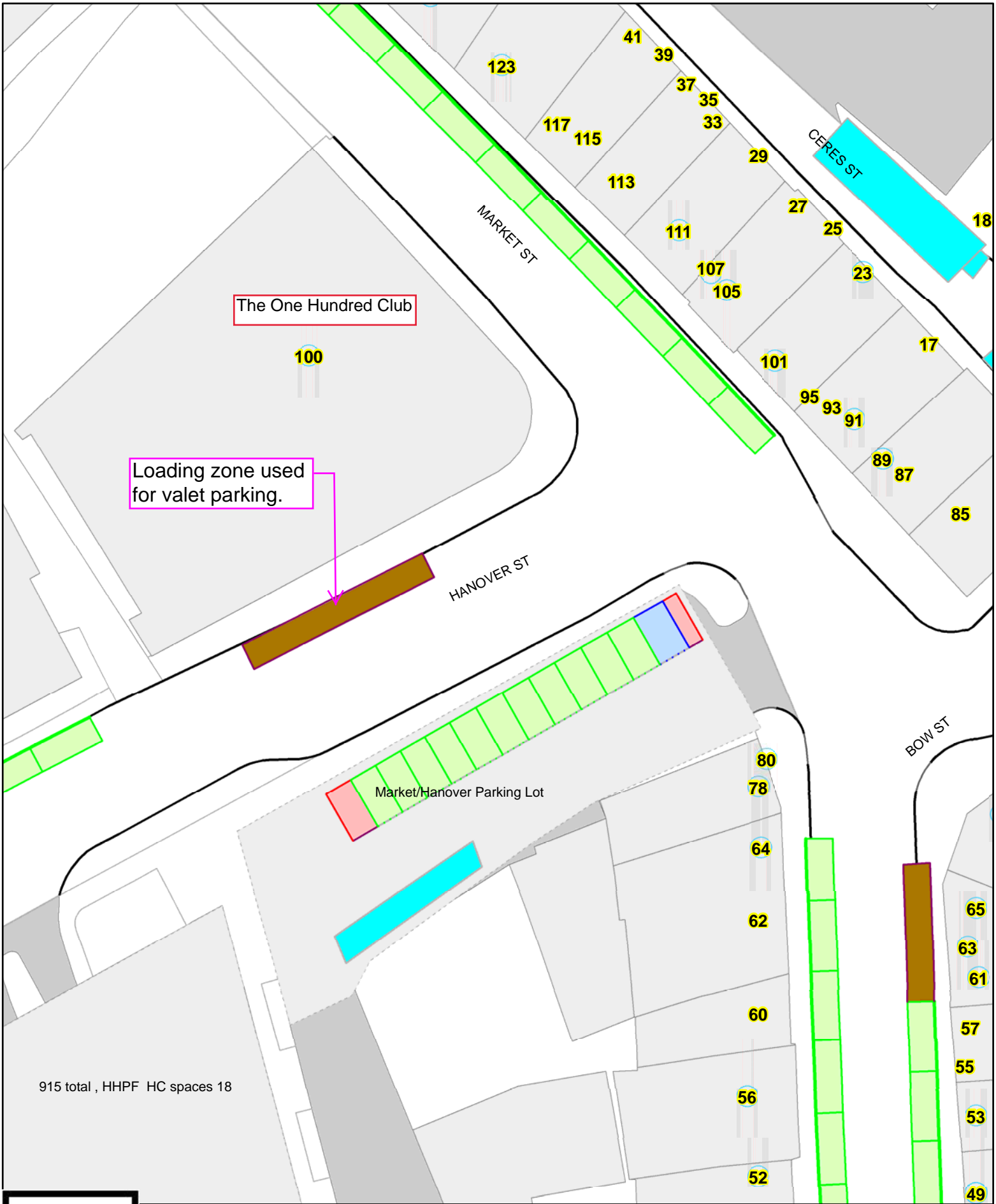
## **IX. MISCELLANEOUS**

[00:53:35] Recognition of crossing guards and establishment of Crossing Guard Appreciation Day, now the 2nd Tuesday of May.

## **X. ADJOURNMENT**

[00:57:17] Mark Syracuse moved to adjourn, seconded by Peter Rice. The motion passed unanimously. Vice Chairwoman Erica Wygonik adjourned the meeting at 9:22AM.

Respectfully submitted,  
Jefferson Lane  
Administrative Assistant II, Department of Public Works



915 total , HHPF HC spaces 18

# VI. A

Map prepared by Portsmouth Department of Public Works



LOADING  
ZONE  
30 MINUTE  
LIMIT  
MON - SAT  
6AM - 7PM

\$25 FINE

COMMERCIAL  
OR  
PERMITTED  
VEHICLES ONLY

VALET  
PARKING  
5PM - MIDNIGHT  
SUN - SAT





## **LICENSE AGREEMENT FOR THE ONE HUNDRED CLUB**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this non-exclusive, revocable license to The One Hundred Club with a principal place of business at 100 Market Street, Portsmouth, NH 03801 (hereinafter "Licensee") pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes Licensee to use the loading zone on Hanover Street as shown on the attached Exhibit 1.
2. **Use:** Licensee may make use of the Licensed Area for the purpose of Licensee's parking valet service activities. Such activities are subject to the following conditions:
  - The hours of operation of the valet service are 5:00 p.m. to 12:00 a.m. Monday through Sunday.
  - No vehicles receiving valet services may be parked in municipal spaces (metered, garage or otherwise).
  - There shall be no stacking of vehicles in adjacent parking spaces.
  - This license is non-exclusive and the loading zone will remain available for commercial loading purposes and for such additional purposes as the City may authorize or license.
  - Licensee will represent clearly and consistently that it is a private company and that the municipality is not responsible for any damage or loss to vehicles or property.
3. **Signage:** This License Agreement also authorizes Licensee's use of the existing signage in place on Hanover Street as shown in Exhibit 1.
4. **Term:** This license shall commence upon the execution of this Agreement and terminate on June 30, 2026. This License may be renewed for an additional term upon the joint approval of the Parking and Traffic Safety Committee and the City Manager.
5. **Payment Terms:** Licensee will make payment of an annual fee to the City in the amount of \$ 1,500 which represents the cost of the valet parking permit fee. No other payment is required. Payment is due upon the execution of this Agreement and shall be made to the City of



Portsmouth and directed to the City Parking Clerk at 1 Junkins Avenue, Portsmouth, NH. Failure to make the required payment when due may result in the termination of this Agreement at the City's option.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its use of the Licensed Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times during the use and exercise of this license, Licensee agrees to maintain comprehensive general liability insurance covering its operation under this license in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall name the City of Portsmouth as an additional insured. Licensee agrees to maintain Garage Keepers insurance in the amount of \$100,000 per occurrence for the term of this Agreement. Certificates indicating the existence of these insurances shall be maintained on file at all times during the license period with the Parking and Transportation Division of the City of Portsmouth Public Works Department.
8. **Maintenance of Area:** Licensee will maintain the Licensed Area in neat and orderly fashion during Licensee's hours of use. The Licensee shall take such measures as may be necessary to maintain pedestrian and vehicular safety during use of the Licensed Areas for its valet service.
9. **Damage:** Licensee agrees to take reasonable steps to remedy promptly any damage to the Licensed Area caused by the Licensee's activities. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance With Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement or any provision contained in this Agreement on 72 hours written notice provided to Licensee if the public interest requires such termination, in which case all fees paid by Licensee shall be returned on a pro-rata basis. This Agreement may be revoked or suspended immediately without notice by the City for cause, e.g. violation of the terms of this license, in which case, all fees paid by Licensee shall remain the property of the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**City of Portsmouth**

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

Karen Conard  
City Manager

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**The One Hundred Club**

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

Print Name: \_\_\_\_\_

Its Duly Authorized: \_\_\_\_\_

# Gift and Donation Submission Form

*Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.*

Date:	5-5-25
Department/ Contact Person:	Police Department, Chief Newport/Exec. Asst. Jackie Burnett
Donation Amount:	Two (2) checks totaling \$280

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

Geno's Chowder and Sandwich Shop: \$250 for the Portsmouth Police Explorers. Mrs. Gail A. Frongillo check: \$30 for the Portsmouth Police Explorers
--

Is there a particular purpose intended with this donation:

<b>The Police Department has a standing operating policy relative to the receipt of donations. Donations are reviewed initially by the Chief and are then considered by the Police Commission. The Police Commission then votes to accept the donation. They are then presented to the City Manager to go before the City Council for final approval.</b>  <b>These donations were approved by the Police Commission at their April 15<sup>th</sup> meeting.</b>
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Other Information/Special Conditions:

<b>The Portsmouth Police Explorers hosted a fundraiser at Bowl-O-Rama.</b>
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## Donor #1 Information for Portsmouth Police Explorers

First & Last Name:	Francesca Fernald
Business Name:	Geno's Chowder and Sandwich Shop
Address*:	177 Mechanic Street, Portsmouth, NH 03801
Phone*:	603-427-2070
Email*:	

# Gift and Donation Submission Form

## Donor #2 Information for Portsmouth Police Explorers

First & Last Name:	Mrs. Gail A. Frongillo
Business Name:	NA
Address*:	
Phone*:	NA
Email*:	NA

*Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk (\*) indicates it will not be publicly distributed.*

