

146

CSG



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER
January 25, 2024

ROBERT L. QUINN
COMMISSIONER

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety (DOS), Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the City of Portsmouth (VC#177463-B001) for a total amount of \$724,000.00 to support the elevation of Pierce Island Roadway. Effective upon Governor and Council approval through September 27, 2026. 100% Federal Funds.

02-23-23-236010-43930000 - DOS - HSEM - Legislatively Directed Pre-Disaster Mitigation SFY 2024
072-500574 Grants to Local Gov't - Federal \$724,000.00
Activity Code: 23LPDM23

EXPLANATION

The purpose of this grant is for the City of Portsmouth to support the elevation of Peirce Island Roadway. The grant listed above is funded from the Legislatively Directed Pre-Disaster Mitigation Grant Program (LPDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The LPDM Grant Program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides LPDM funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The LPDM Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B and C to their grant agreement.

There are no General Funds required with this request. In the event that LPDM funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

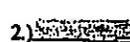
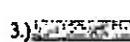
The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name City of Portsmouth (177463-B001)		1.4. Sub-Recipient Address 1 Junkins Ave, Portsmouth, NH 03801	
1.5. Sub-Recipient Phone 603-427-1530	1.6. Account Number AU #43930000	1.7. Completion Date September 27, 2026	1.8. Grant Limitation \$724,000.00
1.9. Grant Officer for State Agency Virginia Clasby, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4310	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 Karen S. Conard, City Manager	
Sub-Recipient Signature 2		Name & Title of Sub-Recipient Signor 2	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By: 		1.14. Name & Title of State Agency Signor(s) On: 1/29/24 Amy L. Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 2/6/24			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

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

Subrecipient Initials: 1)  2)  3)  Date: 12/13/23

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

Subrecipient Initials: 1.) 11/5/13

2.)

3.)

Date: 12/13/13

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes,

letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any.

Subrecipient Initials: 1.) YSC 2.) 3.) Date: 12/13/03

subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

Subrecipient Initials: 1.) 2.)

3.)

Date: 12/3/23

EXHIBIT A

Special Provisions

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

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

Subrecipient Initials: 1.) [Signature]

2.) [Signature]

3.) [Signature]

Date: 5/21/23

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Portsmouth (hereinafter referred to as "the Subrecipient") \$724,000.00 to support Peirce Island Road which requires elevating to prevent flooding, undermining and impairment of access to the wastewater treatment facility.
2. "The Subrecipient" agrees that the project grant period ends on September 27, 2026 and that a final performance and expenditure report will be sent to "the State" by November 27, 2026.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 25% cost share required by this grant.
5. Project Scope of Work:
The City of Portsmouth, NH intends to use Legislative Pre-Disaster Mitigation (PDM) funding to increase the resiliency of the City's primary Wastewater Treatment Facility (WWTF) by elevating a 400-foot-long section of Pierce Island Rd. and the adjacent parking area by up to three (3) feet above the current 100- yr. floodplain and protect it against projected sea level rise until approximately 2050. Pierce Island Rd. is the only means of entrance and egress from the wastewater treatment facility.
The total project area is approximately 0.68 acres. Approximately 2,100 cubic yards (CY) of fill would be used to raise the road. The project would also offer additional protection to the sewer and water mains running below the road by adding additional fill on top of them. The only work anticipated to involve the sewer and water mains would be to raise the manholes to meet the new grade. Additionally, the packed gravel in the parking area would also be replaced with grass pavers and vegetation to improve stormwater management.
The staging area for the project would be located within the existing gravel lot and access to the wastewater treatment facility would be maintained by alternating lane closures during construction.

Subrecipient Initials: 1.) CSG

2.)

3.)

Date: 2/13/23

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	\$241,333.33	\$ 724,000.00	\$ 965,333.33
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation Program (LPDM) EMB-2023-PD-0005			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047			
Applicant's Unique Entity Identifier (UEI): XTL2C874AZN7			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$ 724,000.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$ 724,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, September 28, 2023, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

2.)

3.)

Date:

TO: KAREN CONARD, CITY MANAGER

FROM: VALERIE A. FRENCH, DEPUTY CITY CLERK

RE: ACTIONS TAKEN AT THE PORTSMOUTH CITY COUNCIL MEETING HELD IN THE EILEEN DONDERO FOLEY COUNCIL CHAMBERS ON MONDAY, NOVEMBER 13, 2023

PRESENT: MAYOR McEACHERN, ASSISTANT MAYOR KELLEY, COUNCILORS TABOR, DENTON, MOREAU, BAGLEY, LOMBARDI, BLALOCK, AND COOK

1. **Voted to Leave the Non-Public Session and seal the minutes.**
2. **Public Comment Session** – There were **11** speakers: Jim Lamond, Kent Hubbard, Chris Hackett, Brian and Lindsay Pappas, Leslie Allen, Jeff Dyer, David Marvez, Dick Bagley, Pat Bagley, Cliff Hodgdon (Proposed locations of Police Facility, opposed to Clough Drive)
3. **First Reading of Ordinance amending Chapter 6, Article XVII, Sections 6.1701-61707- Outdoor Dining Encumbrance Permit** – **Motion to pass first reading and schedule a public hearing and second reading at the December 4, 2023 City Council meeting was rescinded.**

Voted to refer back to the legal department for revisions to reflect the Economic Development Commission recommendations at the January 16, 2024 City Council meeting.

4. **First Reading of Ordinance amending Chapter 1, Article III, Section 1.304 – Recreation Board Membership** – **Voted to pass first reading and hold second reading and public hearing at the December 4, 2023 City Council meeting.**
5. **First Reading of Ordinance amending Chapter 1, Article IX, Section 1.901 – Municipal Officials Disclosure** – **Voted to pass first reading and hold second reading and public hearing at the December 4, 2023 City Council meeting.**
6. **Second Reading of Ordinance amendment Chapter 1, Article IX – Conflict of Interest/Mandatory Financial Disclosure, Section 1.902, Election Candidate Financial Disclosure, –**
 - **Voted to split the motion to exclude Item C, (blue text) of \$100.00 or more, in excess of \$100.00, from the vote.**
 - **Voted to adopt Councilor Denton amendments (blue text) in Items B and F on a 9-0 roll call vote.**

Remaining amendment Item C (blue text):

 - **Voted to add back the deleted text and change to "each contribution of \$100.00 or more and candidates will disclose the number of donations under \$100.00 and the total sum thereof, since the last municipal election,.... and "all such contributions in excess of \$100.00 shall be reported...**
 - **Voted on a 6-3 roll call to change the amount in Item C from \$100.00 to \$50.00. Asst. Mayor Kelley, Councilors Tabor and Lombardi voted opposed.**
 - **Voted on a 5-4 roll call to amend Item I. Public Records: by eliminating the proposed (red text) amendment ...and shall be published on the City website., Councilors Tabor, Denton, Bagley and Cook voted opposed.**

- Voted to hold second reading and public hearing on the ordinance amendment as amended including remaining red text items from original amendment at the December 4, 2023 City Council meeting.
7. Approval of the 2024 City Council Calendar – Voted to approve the proposed schedule for 2024 meetings as presented.
 8. Grays Lane Right of Way Easement – Voted to authorize the City Manager to accept a right of way easement over land at 219 Sagamore Avenue from Thomas and Deirdre Hammar (Tax Map 221 Lot 19)
 9. Revocable License for 217 Austin Street - Voted to authorize the City Manager to execute and deliver a Revocable License allowing owners of 217 Austin Street to replace their existing steps and install pavers on City property.
 10. Consent Agenda – Voted to adopt the Consent Agenda as presented.
 - A. Request from Ashley Dumont, Coastal Thyme Holistic Skin + Wellness, to install a Projecting Sign at 208 Market Street (*Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request*)

Planning Director's Stipulations:

 - *The license shall be approved by the Legal Department as to content and form;*
 - *Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and*
 - *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works*
 - B. Request from Andrea Schwanbeck, Brass Tacks Photography, to install a Projecting Sign at 78 Fleet Street (*Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request*)

Planning Director's Stipulations:

 - *The license shall be approved by the Legal Department as to content and form;*
 - *Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and*
 - *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works*
 11. Email Correspondence – Voted to accept and place on file.
 12. Letter from John Stebbins, Procon, requesting for accent lighting to be affixed o the city street light pole at the corner of Maplewood Avenue and Raynes Avenue to illuminate the sculpture, Hard on the Wind – Voted to refer to the City Manager with Authority to Act.

13. Memo from Public Arts Review Committee regarding "Love Locks" Fence – Voted to suspend the rules to receive input from Public Arts Review Committee member Chris Dwyer who reviewed the report from PARC which concluded that the "Love Locks" Fence does not meet the qualifications of public art, but there are alternatives in dealing with these installations which are all over the world. Voted to accept and place on file.
14. Letter from Heath Market, LLC, requesting to hold an Outside Beer Garden Event at Hearth Market from 2:00 p.m. to 8:00 p.m. on December 2, 2023 – Voted to refer to the City Manager with Authority to Act.
15. Resignations: Voted to accept the following resignations with regret and letter of appreciation to be sent.
 - Michelle Consolazio from the Citizens Advisory Committee
 - Jonathan Sandberg from the Citizens Advisory Committee
 - Allison Tanner from the Conservation Commission.
 - A. Robert Thoresen from the Public Art Review Committee
 - John Kennedy from the Sustainable Practices Blue Ribbon Committee
16. Appointments to be Considered: The following appointment applications were considered and will be voted at the December 4, 2023 City Council meeting.
 - Herb Lloyd to the Sustainability Committee
 - Aubrey Gewehr to the Sustainability Committee
 - Effie Malley to the Sustainability Committee
 - Jessica Blasko to the Sustainability Committee
 - Steve De Trolio to the Sustainability Committee
 - Bert Cohen to the Sustainability Committee
 - Torey Brooks to the Sustainability Committee
 - William Lyons (application submitted) to the Sustainability Committee
 - Chas Sullivan (application submitted) to the Sustainability Committee
17. Appointments to be Voted – Voted the following appointments:
 - Annelise Hartley to the Citizens Advisory Committee
 - Kirsten Barton to the Citizens Advisory Committee
 - Sachiko Akiyama to the Cultural Planning Subcommittee
18. Request Report Back regarding Status of Jones Avenues MAC Metals – Voted to refer for report back at the December 4, 2023 City Council meeting.
19. Councilor Denton and Councilor Cook Item 1: Draft Solar Array Overlay District – Voted for the City Manager to report back on the best way to pursue the creation of a Solar Array Overlay District in our zoning ordinance.
20. Parking and Traffic Safety Committee Action Sheet and Minutes of the October 5, 2023 meeting – Voted to accept and approve the action sheet and minutes of the October 5, 2023 Parking and Traffic Safety Committee meeting.

21. Parking and Traffic Safety Committee Action Sheet and Minutes of the November 2, 2023 meeting,
– Voted to accept and approve the action sheet and minutes of the November 2, 2023 Parking and Traffic Safety Committee meeting.
22. Councilor Bagley Item 3 – State Street Two-Way Study-Results – Councilor Bagley gave an update of the State Street Two-Way Study results. *No Action taken.*
23. Councilor Cook Item 1 – Draft Changes to Sidewalk Policy– Voted to approve the Governance Committee recommended changes to the City Council Sidewalk Policy.
24. Councilor Cook Item 2 – Ethics and Transparency Policy– Voted to approve the Governance Committee recommended new Ethics and Transparency Policy created to provide guidance on Ethics and Transparency matters.
25. Acceptance of the Pre-Disaster Mitigation Grant - \$965,333.33 – Voted to authorize the City Manager to enter into a Grant Agreement with the State of New Hampshire Department of Safety to accept \$965,333.33 with a city match of 25% from the Pre-Disaster Mitigation Grant Program.
26. Acceptance of the Internet Crimes Against Children (ICAC) Grant Supplement 2 - \$381,221.00 – Voted to approve and accept the grant as presented.
27. Acceptance of the Bulletproof Vest Grant - \$11,437.50 – Voted to approve and accept the grant as presented.
28. Acceptance of Donation to the Police Department of a Television Monitor from the Home Depot for investigative purposes – Voted to approve and accept the donation as presented.
29. Acceptance of Donation for maintenance of historic cemeteries from Elise Parham in honor of Portwalk Place - \$100.00 – Voted to approve and accept the donation as presented.
30. Adjournment – At 9:30 p.m., voted to adjourn.

Submitted by:

Valerie French, CNHMC
Deputy City Clerk

City of Portsmouth, New Hampshire

CERTIFICATE OF AUTHORITY
December 7, 2023

I, Kelli Barnaby, City Clerk (or other governing authority), City of Portsmouth NH, hereby certify that Karen S. Conard, City Manager, has authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on December 7, 2023, 2023, for the City of Portsmouth NH, and, further, hereby authorize Karen S. Conard to execute any and all contract and agreements related to the Pre-Disaster Mitigation Program (LPDM) Agreement.

I further attest that Karen S. Conard was granted authority by the Portsmouth City Council on December 4, 2023, prior to the day the grant agreement was signed, and it has not been amended or repealed as of the day the contract was signed.

A True Copy of the Record,

ATTEST:


Kelli L. Barnaby, MMC/CNMMC
City Clerk

State: New Hampshire
County: Rockingham

On this 7 day of December 2023, before me, Valerie French, the undersigned officer, personally appeared Kelli L. Barnaby known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his free act and deed.

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



Justice of the Peace/Notary

Commission Expires: VALERIE A. FRENCH, Notary Public
My Commission Expires February 19, 2025



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:		Member Number:	Company Affording Coverage:		
City of Portsmouth One Junkins Avenue Portsmouth, NH 03801		275	NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits: NH Statutory Limits May Apply, If Not		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$2,000,000	
			General Aggregate	\$10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
NH Department of Safety 33 Hazen Drive Concord, NH 03305			Date: 12/12/2023 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax