

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: TUESDAY, SEPTEMBER 6, 2016 TIME: 5:30PM

AGENDA

- 5:30PM – PUBLIC USE AND VIEWING FOR EMINENT DOMAIN PURPOSES PROPERTY AT 150 GREENLEAF AVENUE MAP 243 LOT 067
- 6:30PM – ANTICIPATED “NON-MEETING” WITH COUNSEL RE: LITIGATION – RSA 91-A:2,I (b)

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Water Restrictions
2. *Sustainability Committee

V. ACCEPTANCE OF MINUTES – AUGUST 1, 2016

VI. PUBLIC COMMENT SESSION

VII. PUBLIC HEARINGS

- A. PUBLIC USE AND NECESSITY HEARING FOR EMINENT DOMAIN PURPOSES PROPERTY AT 150 GREENLEAF AVENUE MAP 243 LOT 067 (*Presentation by Legal Team*)
- B. RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF TWO HUNDRED ONE THOUSAND DOLLARS (\$201,000.00) FROM UNASSIGNED FUND BALANCE FOR NECESSARY EXPENDITURES RELATED TO CONTRACTUAL OBLIGATIONS (*Presentation by Police Chief Mara*)

VIII. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Grant for Household Hazardous Waste Collection (***Sample motion – move to accept and expend a \$4,660.00 DES grant for the purpose of household hazardous waste collection events and authorize the City Manager to execute any documents which may be necessary for this grant contract***)
- B. Acceptance of Edward Byrne Memorial Justice Assistant Grant (JAG) – Evaluative Standards - \$10,182.00 (***Sample motion – move to accept and approve the grant as presented***)

IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

- A. Resolution Re: Eminent Domain 150 Greenleaf Avenue (***Sample motion – move to adopt the Resolution entitled “Regarding the Public Necessity for the City to Condemn Certain Property Located at 150 Greenleaf Avenue Portsmouth New Hampshire for Sewer, Drainage, and Stormwater Purposes with Just Compensation to the Landowner”***)
- B. Adoption of Resolution Authorizing a Supplemental Appropriation of Two Hundred One Thousand Dollars (\$201,000.00) from Unassigned Fund Balance for Necessary Expenditures related to Contractual Obligations (***Sample motion – move to adopt the Resolution authorizing a Supplemental Appropriation in the amount of Two Hundred One Thousand (\$201,000.00) Dollars from Unassigned Fund Balance for Necessary Expenditures Related to Contractual Obligations, as presented***)

X. CONSENT AGENDA

A MOTION WOULD BE IN ORDER TO ADOPT THE CONSENT AGENDA

- A. Letter from James Daley, St. Thomas Aquinas High School, requesting permission to close Chestnut Street from 11:00 a.m. to 3:00 p.m. on Sunday, June 4, 2017 to allow for a reception line at the conclusion of the Commencement ceremony (***Anticipated action – move to refer to the City Manager with power***)
- B. Letter from Barbara Massar, Pro Portsmouth, Inc., requesting permission to hold the following events:
- First Night Portsmouth 2017 – Saturday, December 31, 2016; 4:00 p.m. – Midnight
 - Children’s Day – Sunday, May 7, 2017; Noon – 4:00 p.m.
 - 40th Annual Market Square Day Festival & 10K Road Race – Saturday, June 10, 2017; 9:00 a.m. – 4:00 p.m.
 - 15th Annual Summer in the Street – Saturday, June 24th, July 1st, July 8th, July 15th, July 22nd, July 29th; 5:00 p.m. – 9:30 p.m.
- (***Anticipated action – move to refer to the City Manager with power***)
- C. Request for Approval of Pole License to install 1 replacement pole and replacement guy-pole located adjacent to the driveway of 999 Islington Street (***Anticipated action – move to approve the aforementioned Pole License Agreement as recommended by the Public Works Department with the approval conditioned upon amendment of the license to allow for the collection of any lawfully assessed real estate taxes***)
- D. Request for Approval of Pole License at 173, 175 Market Street as part of the redevelopment of this property (***Anticipated action – move to approve the aforementioned Pole License Agreement as recommended by the Public Works Department with the approval conditioned upon amendment of the license to allow for the collection of any lawfully assessed real estate taxes***)

- E. Request for Approval of Pole License to install 1 replacement pole at 50 Marjorie Street ***(Anticipated action – move to approve the aforementioned Pole License Agreement as recommended by the Public Works Department with the approval conditioned upon amendment of the license to allow for the collection of any lawfully assessed real estate taxes)***
- F. Request for Approval of Pole License to install 1 replacement pole at the southeast corner of the Cottage Street and Route 1 Bypass intersection (adjacent to Holloway Motors) ***(Anticipated action – move to approve the aforementioned Pole License Agreement as recommended by the Public Works Department with the approval conditioned upon amendment of the license to allow for the collection of any lawfully assessed real estate taxes)***
- G. Request for Approval of Pole License to install 1 replacement pole with guy-wire located at 1608 Islington Street ***(Anticipated action – move to approve the aforementioned Pole License Agreement as recommended by the Public Works Department with the approval conditioned upon amendment of the license to allow for the collection of any lawfully assessed real estate taxes)***

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Letter from Elizabeth Dinan requesting the establishment of a swap shed at the recycling center ***(Sample motion – move to refer to the City Manager for report back)***
- B. Letter from Attorney Watson regarding Mr. Lassen’s proposal for dock space at the reconstructed docks at 95 Mechanic Street ***(Sample motion – move to refer to the City Manager for report back with a recommendation)***

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

City Manager’s Items Which Require Action:

- 1. Request for Approval of a Proposed Agreement between the City of Portsmouth Police Commission and the Portsmouth Police Patrolman’s Union, NEPBA Local #11
- 2. Request for Approval of a Proposed Agreement between the City of Portsmouth Police Commission and the Portsmouth Police Ranking Officers’ Association
- 3. Request for Approval of a Proposed Agreement between the City of Portsmouth Fire Commission and the Portsmouth Professional Fire Officers’ Association
- 4. Proposed Acceptance of a Permanent Easement from the Portsmouth Housing Authority for Construction of a Sidewalk and Multi-use Path on Gosling Road
- 5. Report Back from Planning Board Re: Proposed Acquisition of Land from the Foundation for Seacoast Health

6. Report Back Re: Construction of a Tidal Docking Structure within the Ridge Court Right-of-Way and Right-of-Way Setback
7. Request for First Reading of Demolition Ordinance

Informational items

1. Events Listing
2. Report Back Re: 1900 Lafayette Service Road
3. 2017 City Council Calendar
4. Reminder September 12, 2016 Work Session (*agenda attached*)

B. MAYOR BLALOCK

1. *Appointment of Thomas Martin to the PPMTV Board
2. *Joint Budget Committee
 - Mayor Blalock - Chair
 - City Councilor (2) – Appointed by Mayor
 - School Board Representative (2) – Appointed by School Board
 - Fire Commission Representative – Appointed by Fire Commission
 - Police Commission Representative – Appointed by Police Commission
 - Ex-Officio – City Manager Bohenko, Finance Director Belanger, Fire Chief Achilles, Police Chief Mara and Stephen Zadavec, Superintendent of Schools

C. ASSISTANT MAYOR SPLAINE

1. *Regional Desalination Initiative. Addressing future Seacoast Area water needs

D. COUNCILOR PERKINS

1. *Proposed amendment to the Outdoor License Program for Sidewalk Cafes
Approved Locations:
 - *State Street Saloon*
 - *Popovers on the Square*
 - *Ri Ra*
 - *The District*
 - *Birdseye Lounge, LLC*
2. Recruiting Food Trucks (*See ordinance attached*)

XIII. MISCELLANEOUS/UNFINISHED BUSINESS

XIV. ADJOURNMENT

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

**Indicates Verbal Report*

INFORMATIONAL ITEMS

1. Notification that the minutes of the July 13, 2016 meeting of the Conservation Commission are now available on the City's website
2. Notification that the minutes of the July 21, 2016 meeting of the Planning Board are now available on the City's website

NOTICE TO THE PUBLIC WHO ARE HEARING IMPAIRED: Please contact Dianna Fogarty at 603-610-7270 one-week prior to the meeting for assistance.

City of Portsmouth

Department of Public Works



MEMORANDUM

TO: John Bohenko, City Manager

FROM: Brian Goetz, Deputy Director of Public Works

CC: Al Pratt, Water Resources Manager
Peter Rice, Public Works Director

DATE: August 30, 2016

SUBJECT: Water Supply Update and Water Restrictions

Attached is the latest Water Supply Update for the Portsmouth Water Division. Here are a few highlights and a summary of our recent actions to address the drought:

- The Portsmouth area is in a Severe Drought. According to the New Hampshire Department of Environmental Services this may change to the next level of Extreme Drought later this week.
- August precipitation totaled only 2 inches which is the 11th consecutive month of below average precipitation. For the 12-month yearly average we are running over 14 inches below normal.
- The river flow feeding the Bellamy Reservoir, our surface water supply, is currently flowing at its lowest level in the 80-year history of tracking flows in our watershed area.
- Water demand is slightly above normal. Our current estimate shows that the odd/even water restrictions have reduced demand in the system by approximately 500,000 gallons a day.
- We have been sending staff out on even days, when no watering is allowed, to tag and notify violators of the restrictions. To date we have issued over 200 notices. We are also sending letters out to irrigation customers that show metered usage through their irrigation meters on even days when they are not allowed to use the water. We are sending 63 of those letters out today.
- We have four variable message boards that we have been moving around each week throughout the water system, including locations in Newington and Greenland. We are updating them today to say “Water Ban – Call 766-7669,” to simplify the message.
- We have also installed Water Ban message signs in the same location that we had Snow Ban signs located.

I am working with Al Pratt, our Water Resources Manager, to prepare a brief presentation for the September 6, 2016 City Council meeting which will provide a more detailed update on our supply, demand, restrictions and contingency planning in the water system.

We are going to recommend that we implement “No Lawn Watering” restrictions starting September 8, 2016 and allow only hand-held watering of vegetable and flower gardens.

City of Portsmouth

Department of Public Works



August 30, 2016

Portsmouth Water Supply Status Report

Overview

The following Portsmouth Water Supply Status Report provides the Portsmouth Water customers an assessment of the current water supply conditions. This report is distributed routinely via the City of Portsmouth's website at:

www.Cityofportsmouth.com/publicworks - water

Odd/Even Water Use Restrictions

Customer Water Restrictions
N/A
None
Voluntary Measures
Odd/Even Watering
Two-Days per Week Watering
No Outdoor Use

Due to current supply and demand conditions, mandatory Odd/Even Water Use Restrictions began on August 16th and remain in effect. If drought conditions persist, additional restrictions or an outdoor water use ban may be required.

Odd/Even Water Use Restriction requires irrigation water use as follows:

- a. **Odd-numbered days** – Outdoor watering allowed between midnight and 10:00 AM;
- b. **Even-numbered days** – No Outdoor watering allowed.

Water use restrictions are requested at this time due to the continued severe drought conditions on the Seacoast. As the accompanying information shows, the recent weather conditions continue to be very dry. This has caused lower than typical reservoir levels, stream flow, and below average groundwater levels.

Compliance with this water use restriction is enforced with two warning notifications and fines of \$100 per violation after that.

Additional updates and tips regarding water efficiency can be accessed at the cityofportsmouth.com website or by calling the water/snow ban hotline at: 603-766-7669.

Current Customer Water Demand

Current Water Demand
Below Normal
Normal
Above Normal
High
Very High
Historic High

Water demand is considered **Above Normal** at this time.

Customer water demand is a factor in the supply status assessment that is measured by the amount of water delivered through the water system. This factor reflects customer usage and variations caused by daily, weekly and seasonal changes in business, residential and irrigation demands.

Month	Current Demand (Million Gallons per Day (MGD))	Average Demand (ten-year average (MGD))
January 2016	3.97	4.16
February 2016	4.07	4.17
March 2016	4.09	4.18
April 2016	4.21	4.19
May 2016	4.77	4.73
June 2016	5.62	5.07
July 2016	6.09	5.49
August 2016	5.66	5.52

There has been some reduction in water demand since the water use restrictions went into effect and the daily average temperatures have lowered; however, the demand is still above normal relative to typical average daily demand for August. Average daily water demand was 5.66 million gallons per day (MGD) in August, which is approximately 3% higher than the ten-year mean August demand of 5.52.

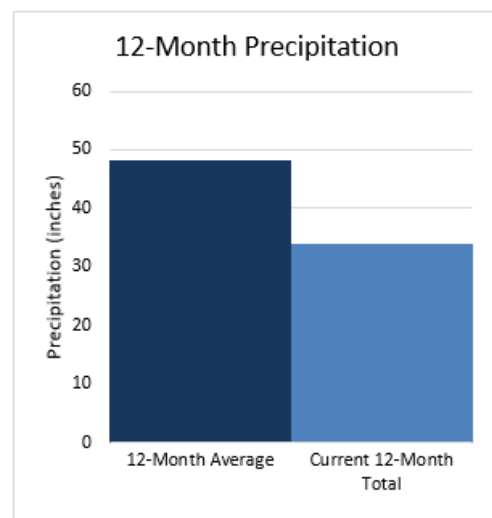
Precipitation Status

Precipitation
Above Average
Average
Below Average
Dry
Very Dry
Drought

Total August precipitation in Portsmouth is 1.94 inches as of August 29th. This is 1.41 inches less than the historic August average. The largest storm in August yielded 0.79 inches on the 22nd. Six other rain events occurred over the month of August, each producing between 0.08 and 0.40 inches. This is the eleventh consecutive month with less than average precipitation.

In order to assess annual precipitation conditions, total precipitation over a rolling 12-month period is compared to the normal annual precipitation of 48.19 inches. As the accompanying graphic shows, precipitation over the past 12-months equals 33.94 inches which is 14.25 inches below normal, 70% of the normal annual amount.

The precipitation status is currently considered to be in **Drought** conditions

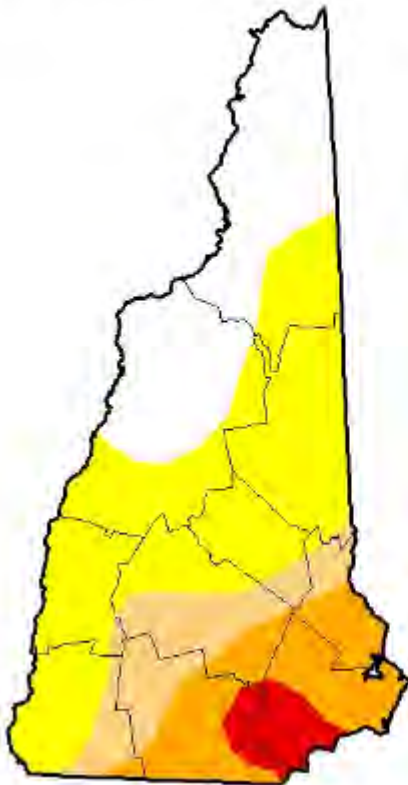


New Hampshire Drought Monitor






The following graphic summarizes the drought conditions in New Hampshire:

U.S. Drought Monitor New Hampshire

August 23, 2016
(Released Thursday, Aug. 25, 2016)
Valid 8 a.m. EDT



Intensity

-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author:
Dred Rippey
U.S. Department of Agriculture



<http://droughtmonitor.unl.edu/>

New Hampshire's Drought Management Team met on August 18, 2016 in Concord to discuss the latest drought and climate conditions. The City of Portsmouth is a member of the Drought Team and Brian Goetz, Deputy Director of Public Works, attended the meeting. There were updates at this meeting about current status of the drought and projections through the rest of the summer. The drought status in portions of Rockingham County and Hillsborough County have been upgraded to the **Extreme Drought** classification. The Seacoast currently remains in the **Severe Drought** classification. The NOAA Climate Prediction Center extended the U.S. Seasonal Drought Outlook forecast through the end of November, indicating the drought will persist through this period. There are currently 115 community water systems and three towns that are implementing water restrictions and bans. Efforts to protect water supplies are needed now to avoid or at least delay potential impacts from water shortage emergencies if drought conditions persist.

Groundwater Levels

Groundwater Levels
Above Average
Average
Below Average
Low
Very Low
Drought

Currently the groundwater levels considered **Below Average**. Wells in Madbury and at Pease have water levels that are within typical ranges for this time of year. Groundwater levels in the Portsmouth wells are slightly lower than normal.

Overall conditions of aquifer water levels are assessed with respect to water levels that are continuously monitored in the Portsmouth Water Supply wells. Based on historic water-level data, average water levels have been identified for a representative well in each well-field area for each month of the year. Assessments of the aquifer levels are made relative to average levels, historic low levels, and available drawdown in the wells.

River Flow

River Flow
Above Average
Average
Below Average
Low
Very Low
Drought

Portsmouth Water System operators track the USGS stream flow gauges in the Oyster River and Lamprey River to assess flow conditions. The monthly mean stream flow in the Oyster River at the USGS gauge is 0.47 cfs as of August 29th. This is 5.51 cfs (92%) lower than the 30-year August mean flow rate of 6.0 cfs. This is the lowest average monthly flow measured for August over the 80-year historic record at this gauge.

The monthly mean stream flow in the Lamprey River at the USGS gauge as of August 29th is 7.5 cfs, which is 78 cfs (91%) lower than the 30-year August mean flow rate of 86 cfs.

At this time the current river flow rates are considered at **Drought** levels for this assessment. This condition reflects the absence of recharge to the Bellamy Reservoir from its tributaries.

Reservoir Level

Reservoir Level
Above Average
Average
Below Average
Low
Very Low
Drought

The current stage of the reservoir is considered **Very Low** for this time of year.

As the surface water source for the Madbury Water Treatment Facility, the Bellamy Reservoir is monitored to assess and predict the overall amount of water available for the Treatment Facility. Reservoir water levels are compared to typical monthly levels to assess the reservoir conditions.

The Bellamy Reservoir ceased flowing over the spillway during the last week of May. This typically occurs at the end of June or early July. This is a result of the ongoing deficit in precipitation. Generally, recharge to the reservoir can occur with storm events that produce substantial runoff from the 22 square mile watershed. Currently the reservoir level is 2.8 feet below the spillway and approximately 1 foot above the top of the upper water intake.

Water Supply Capability

Water Supply Capability
Above Normal
Normal
Below Normal
Restrictions Necessary
Additional Restrictions Necessary
Emergency

Water Supply Capability is a measure used to identify any issues with the Portsmouth Water Supply System that would result in a limitation to the amount of water that could be supplied. These could be lack of supply, issues with source water quality, or mechanical failures of system components.

The loss of the Haven Well as a water source (which contributed approximately 10% of the water system's overall capability) has reduced the amount of water that can be provided to the system. Also, the very low water level of the reservoir and declining water quality in the reservoir are prompting the need for reducing withdrawal from the reservoir and reducing water demands. At this time the water supply capability is considered **Restrictions Necessary**.

Further Updates and Information

This information will be distributed electronically on the City of Portsmouth's website in the Department of Public Work's "Water" section. If anyone needs additional information or has questions contact Brian Goetz, Deputy Director of Public Works at 766-1420 or Al Pratt, Water Resource Manager at 520-0622.

Portsmouth Water Division

August 30, 2016

Precipitation	Groundwater Levels	River Flow	Reservoir Level	Water Supply Capability	Current Water Demand	Customer Water Restrictions
Above Average	Above Average	Above Average	Above Average	Above Normal	Below Normal	N/A
Average	Average	Average	Average	Normal	Normal	None
Below Average	Below Average	Below Average	Below Average	Below Normal	Above Normal	Voluntary Measures
Dry	Low	Low	Low	Restrictions Necessary	High	Odd/Even Watering
Very Dry	Very Low	Very Low	Very Low	Additional Restrictions Necessary	Very High	Two-Days per Week Watering
Drought	Drought	Drought	Drought	Emergency	Historic High	No Outdoor Use

**CITY COUNCIL NON-PUBLIC SESSION RSA 91-A:3, II (a) REGARDING PERSONNEL
MATTER & “NON-MEETING” WITH COUNSEL RE: LITIGATION IN ACCORDANCE WITH
RSA 91-A:2,I (b)**

PORTSMOUTH MUNICIPAL COMPLEX
CONFERENCE ROOM A

MONDAY, AUGUST 1, 2016
TIME: 6:00 PM

A roll call for attendance of City Council members present for the meeting was taken.

PRESENT: Mayor Blalock, Assistant Mayor Splaine, Councilors Perkins, Lown, Pearson, Cyr and Denton

ABSENT: Councilors Dwyer and Spear

STAFF PRESENT: John P Bohenko, City Manager; Robert Sullivan, City Attorney; and Kelli L. Barnaby, City Clerk

The following motions were taken in public session in the Eileen Dondero Foley Council Chambers. Councilor Spear arrived to meeting.

On a roll call 8-0 voted to enter into a Non-Public Session regarding Personnel Matters in accordance with RSA 91-A:3, II (a) to discuss the City Manager’s Evaluation.

Discussion followed regarding the City Manager’s Contract Extension.

On a roll call 8-0, voted to enter into a “Non-Meeting” with Counsel regarding Litigation in accordance with RSA 91-A:2,I (b).

Discussion followed regarding Litigation relative to sewer line located on Greenleaf Avenue.

At 6:55 p.m., Mayor Blalock adjourned the meeting.

Respectfully submitted by:

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

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, AUGUST 1, 2016

PORTSMOUTH, NH
TIME: 7:00PM

I. CALL TO ORDER

Mayor Blalock called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present: Mayor Blalock, Assistant Mayor Splaine, Councilors Perkins, Dwyer, Lown, Pearson, Spear, Cyr and Denton

III. INVOCATION

Mayor Blalock asked everyone to join in a moment of silent prayer.

IV. PLEDGE OF ALLEGIANCE

Councilor Denton led in the Pledge of Allegiance to the Flag.

V. ACCEPTANCE OF MINUTES – JULY 11, 2016

Assistant Mayor Splaine moved to request that the top of the minutes reflect the Non-Public Session minutes when they are held. Seconded by Councilor Dwyer and voted.

Councilor Perkins moved to accept and approve the minutes of the July 11, 2016 City Council meeting with an amendment to page 3 comments made by Arthur Clough at the Public Comment Session. Seconded by Councilor Dwyer and voted as amended.

VI. PUBLIC COMMENT SESSION

Rick Horowitz spoke regarding the Right-to-Know law and the copying of items. He said we need to keep government transparent and open.

Detective Timothy Cashman & Cliff Lazenby – spoke regarding National Night Out and the various activities that will be held tomorrow evening.

Merle White spoke against the Transportation Services Ordinance and the need to return to the previous Taxi Ordinance.

Valerie Rochon, Chamber of Commerce, thanked the City Council and staff for their thoughtful consideration on the Peirce Island Wastewater Treatment Facility. She spoke concerning the truck traffic during the construction process.

Arthur Clough spoke regarding individuals bringing alcohol into Prescott Park events and how that is prohibited and needs to be enforced.

VII. PUBLIC HEARINGS

- A. RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO SEVEN MILLION DOLLARS (\$7,000,000.00) FOR COSTS RELATED FOR THE CONSTRUCTION OF THE PEIRCE ISLAND WASTEWATER TREATMENT FACILITY

Mayor Blalock read the legal notice, declared the public hearing open and called for speakers.

Lee Roberts spoke regarding the public hearing held to discuss Pease versus Peirce Island for the location of the Wastewater Facility. She expressed her opposition to the Peirce Island location and the truck traffic that will occur during the construction phase.

John Pearson, AECOM spoke regarding barging and the costs involved. He said there are two areas at Peirce Island for barging to take place and addressed the types of barging that could be used. He also spoke to other locations in New England that have used barging for the construction of a Wastewater Treatment Facility.

Peter Rice, Public Works Director, said the additional costs for barging will be \$7,000,000.00 and the estimated impact to the average residential customer for the Wastewater Treatment Facility is \$340.00 per year with the barging it would be an 8.5% increase.

Rick Horowitz spoke in favor of barging and said what has not been done is an exploration of what it would mean to not barge. He addressed the impact of truck travel through the neighborhoods.

Bob Shouse spoke against the barging option and said the added cost for barging should direct the City Council direction on this vote. He also indicated that the truck traffic will not destroy streets in the area of the project.

Ralph DiBernardo spoke opposed to barging and said spending millions on barging to reduce traffic in the south end is unwise.

Linda Marconi spoke regarding the effects barging could have on the lobster industry for her family and other local lobstermen. She addressed the tides and the current of the river and how that would have a serious impact on when barging could take place.

Lawrence Cataldo urged the City to use barging. He said many oppose the Wastewater Treatment Facility at Peirce Island. He spoke to the impact of trucks the construction would have on the neighborhoods and tourists visiting the City.

Beth Margeson spoke in support of barging. She said HarborCorp and Deer Street will be built at the same time as the construction of the Wastewater Treatment Facility and said that these projects will have a serious impact on the City, neighborhoods and downtown.

Paul Mannle said there is no need to pass on the expenses for barging to the ratepayers. He said you could use some of the funds from the bond premium to cover the costs.

Patrick Ellis spoke to the Methuen Construction firm and their work. He said we need to move forward with the Wastewater Treatment Facility construction project.

Ed Burke said you need to build a roadway to access the barge. He said the streets going into Peirce Island will never handle the large trucks.

Rick Becksted said that the City Council convinced themselves that Peirce Island was a good idea by using barging. He addressed the other projects that will be taking place during the construction and the impact they would have on the City.

Paige Trace read a letter from Jane Zill on the Wastewater Treatment Facility. The letter indicated the need for barging to mitigate safety risks.

Esther Kennedy spoke regarding the need for barging and that barging should be done at the front of the island. She said Methuen Construction firm has worked in other communities that were not happy with their work product.

With no further speakers, Mayor Blalock declared the public hearing closed.

At 9:05 p.m., Mayor Blalock called for a brief recess. At 9:15 p.m., Mayor Blalock called the meeting back to order.

B. ORDINANCE AMENDING CHAPTER 7, VEHICLES, TRAFFIC AND PARKING – ANNUAL OMNIBUS

Mayor Blalock read the legal notice, declared the public hearing open and called for speakers. With no speakers Mayor Blalock declared the public hearing closed.

VIII. APPROVAL OF GRANTS/DONATIONS

(There are no items under this section of the Agenda)

IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

A. Second reading of Annual Omnibus Ordinance Change, Parking and Traffic

Councilor Spear moved to pass second reading and schedule third and final reading on the proposed Ordinance at the August 15, 2016 City Council meeting, as presented. Seconded by Councilor Perkins and voted.

B. Adoption of Resolution Authorizing a Bond Issue and/or Notes of the City under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Seven Million Dollars (\$7,000,000.00) for Costs related for the Construction of the Peirce Island Wastewater Treatment Facility

Councilor Lown moved to authorize the City Manager to proceed with the bid award to Methuen Construction for the Wastewater Treatment Facility upgrade on Peirce Island without any barging alternative; and further move to deny the Bond Resolution, as presented. Seconded by Councilor Perkins.

Assistant Mayor Splaine asked City Attorney Sullivan how many votes were needed for this vote. City Attorney Sullivan said a simple majority for the Methuen Construction and 6 for passage of the Resolution.

Assistant Mayor Splaine spoke in support of barging and said that Peirce Island should be total recreation. He said we need to start regional planning and need to find an alternative.

Councilor Dwyer said she will not give up as easily as Assistant Mayor Splaine. She said some of this is about traffic mitigation and we need to think about what the neighborhoods are asking for and invest in our neighborhoods.

Councilor Lown said it is not worth while to speak about mistakes of the past. He said the plant will be located at Peirce Island. He said the City Council listens to the public but the City Council went by the number of people that expressed their opinions.

Councilor Perkins spoke in support of the motion. She said we are all in this together and it is a facility for the entire City.

Councilor Denton said the best option in front of us is not to barge and that is the position he will take this evening.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock said the Council does listen and reads the e-mails being received. He said he had no idea how expensive the barging would cost. He said when the first treatment plant was built the houses were there and the houses will survive. He spoke against spending \$7,000,000.00 for barging.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Pearson said we do not know about the Port but we know things will need to be staged over a period of time. She said we have a strict deadline and waiting could affect that deadline. She stated she does not feel comfortable or confident with all the issues surrounding barging.

On a roll call 6-3, voted to authorize the City Manager to proceed with the bid award to Methuen Construction for the Wastewater Treatment Facility upgrade on Peirce Island without any barging alternative; and further move to deny the Bond Resolution, as presented.

City Manager Bohenko said the next step is to award the bid to Methuen Construction. Public Works Director Rice explained the process that would follow.

Assistant Mayor Splaine asked if there is any more funding required. City Manager Bohenko said unless we run into a problem there would not be any more funding requests. Assistant Mayor Splaine said he would like for the first meeting in September to take the right approach and discuss with other cities and towns for a regional facility in 30-40 years.

Councilor Dwyer said some state legislation would help that in the long run and there is proposed legislation for water shedding. City Manager Bohenko said we need to discuss this in the Legislative Subcommittee.

Councilor Lown said we have already done this, we approached other towns for the plant at Pease and no one was interest.

X. CONSENT AGENDA

- A. Letter from Kenneth LaValley, American Foundation for Suicide Prevention, requesting an alternative venue and plan to use the Little Harbour School for the fundraising Walk on Saturday, September 17, 2016 (***Anticipated action – move to refer to the City Manager with power***)
- B. Letter from Thomas D’Arcy, Danielle’s Dash requesting permission to hold the Road Race on Sunday, August 28, 2016 rather than the previously approved date of April 30, 2016 (***Anticipated action – move to refer to the City Manager with power***)
- C. Request for License to install Projecting Sign:

- Christer Ericsson owner of Greenman Pedesen, Inc., for property located at 21 Daniel Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director’s Stipulations:

- ***The license shall be approved by the Legal Department as to content and form;***
 - ***Any removal or relocation of the projecting sign, for any reason, shall be done at no cost 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***
- D. Request for License to install Projecting Sign:

- Niranjan Pandey owner of Durbar Square Restaurant for property located at 10 Market Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director's Stipulations:

- ***The license shall be approved by the Legal Department as to content and form;***
- ***Any removal or relocation of the projecting sign, for any reason, shall be done at no cost 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***

Councilor Spear moved to adopt the Consent Agenda. Seconded by Councilor Perkins and voted.

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Letter from Zachary Taylor, Riverside&Pickering Marine Contractors, request by Stephen and Karin Barndollar for the construction of a tidal docking structure within the Ridges Court Right of Way and Right of Way setback (***Sample motion – moved to refer to the Conservation Commission for report back***)

Mayor Blalock stated he would not vote on this matter when it comes back because he is an abutter.

Councilor Lown moved to refer to the Conservation Commission for report back. Seconded by Councilor Perkins and voted. Mayor Blalock abstained from voting on this matter.

Councilor Lown moved to suspend the rules in order to take up Item XII. A. 4. Seconded by Councilor Perkins and voted.

XII. A.4. – Proposed Acquisition of Land Re: Foundation for Seacoast Health

Assistant City Manager Moore said that acquiring this land would allow us to expand the recycling center, add recreation fields and achieve open space. He outlined the parcel with use of a Powerpoint Presentation and stated that this would equal 50 acres of land for the City.

City Manager Bohenko said we will save substantial amounts of money on the transporting of our recyclables by expanding our center with the purchase of this land.

Councilor Lown moved to authorize the City Manager to negotiate a Purchase & Sale Agreement for the four sites described above and take any and all action necessary to execute this Agreement; move to establish a public hearing for August 15, 2016 to utilize \$1,850,000.00 from bond premium; and, move to refer this matter to the Planning Board. Seconded by Councilor Perkins.

Councilor Denton said he would like a swap shop established at the recycling center.

Councilor Dwyer said she would like a dog area created on this land, which is much needed.

Councilor Lown said that this is good fiscal management being paid by our bond premium.

Motion passed.

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

1. Request for Approval of a Proposed Two-Year Agreement between the City of Portsmouth and the Professional Management Association

Councilor Spear moved to accept the proposed contract with the Professional Management Association to expire on June 30, 2018. Seconded by Councilor Lown.

Councilor Dwyer left the Council Chambers during the motion for this matter.

Motion passed and Councilor Dwyer abstained from voting on this matter.

2. Request for Approval of a Proposed Two-Year Agreement for the Supervisory Management Association

Councilor Spear moved to accept the proposed contract with the Supervisory Management Association to expire on June 30, 2018. Seconded by Councilor Lown and voted. Councilor Dwyer left the Council Chambers and was not present for this vote.

3. Polling Hours for September 13, 2016 State Primary Election

Councilor Lown moved to set the polling hours from 8:00 a.m. to 7:00 p.m. for the State Primary Election on September 13, 2016. Seconded by Councilor Perkins and voted.

5. Four Party Waterline Extension Agreement

City Attorney Sullivan outlined the issues surrounding this matter. He said there is no contamination on the land and the City announced that the land could be developed. He said this would resolve any claims that could come to us and recommended approval.

Councilor Spear moved to approve the Four Party Waterline Extension Agreement, as presented, and further, authorize the City Manager to execute the Agreement. Seconded by Councilor Lown.

Councilor Spear said when you have a private party do the construction and the City takes ownership how do we make sure it meets our needs. City Attorney Sullivan said it must meet the specifications from our Public Works Department.

Motion passed.

City Manager's Informational Items

2. *Report Back Re: Off-Leash Dogs*

City Manager Bohenko said we would look into the land on Route 33 at the Park and Ride and making it into a dog off-leash area. He said he would work with the Public Works Department on costs associated with this.

B. MAYOR BLALOCK

1. Establish Work Session for September 12, 2016 at 6:30 p.m. Re: Transportation Services Ordinance

Councilor Dwyer moved to establish a Work Session on September 12, 2016 at 6:30 p.m. regarding Transportation Services Ordinance. Seconded by Councilor Pearson and voted.

C. COUNCILOR PERKINS

1. West End BBQ

Councilor Perkins announced that the West End BBQ will be held on Tuesday, September 13, 2016 from 5:00 p.m. – 8:00 p.m. at the Liars' Bench Nano Brewery.

D. COUNCILOR DWYER

1. Prescott Park Master Plan Update

Councilor Dwyer said that the committee is almost through the planning process for the Prescott Park Master Plan. She spoke to infrastructure ideas and reported that there are no urgent repairs required. She said we would not make changes to the south dock on Four Tree Island and the gardens at the park. She reported that 40% of the park is pavement and the parking lot should be removed. She also spoke regarding the need for the removal of the Norway Maple trees in the park.

E. COUNCILORS LOWN & SPEAR

1. Worth Lot

Councilor Lown moved to request the City Manager to report back with options for the redevelopment of the Worth Lot. Seconded by Councilor Spear.

Assistant Mayor Splaine said he would vote no and we should be protecting any open space we have downtown.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock said the motion is for anything but a surface lot. He would like to hear the ideas for the lot.

Assistant Mayor Blalock returned the gavel to Mayor Blalock.

Motion passed. Assistant Mayor Splaine voted opposed.

F. COUNCILORS LOWN & DENTON

1. Declaratory Judgment Action Re: Single Use Plastic Bags

Councilor Lown moved that the City Attorney look into the possibility of filing a Declaratory Judgment Action regarding Single Use Plastic Bags and determine the respondent with a report back to the City Council. Seconded by Councilor Denton and voted.

G. COUNCILOR LOWN

1. Parking and Traffic Safety Committee Action Sheet and Minutes of the July 7, 2016 meeting

Councilor Lown moved to approve and accept the Action Sheet and Minutes of the July 7, 2016 Parking and Traffic Safety Committee meeting. Seconded by Councilor Dwyer and voted.

Legislative Subcommittee Report

Councilor Spear moved to approve the floor policy on Type II noise barriers and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference. Seconded by Councilor Dwyer and voted.

Councilor Spear moved to suspend the rules in order to continue the meeting beyond 10:30 p.m. Seconded by Councilor Cyr and voted.

Councilor Spear moved to approve the floor policy on hotel occupancy surcharge and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference. Seconded by Councilor Dwyer and voted.

Councilor Dwyer moved to approve the floor policy on prohibiting Accessory Dwelling Units (ADUs) or their principal dwellings from being used as short term rentals and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference. Seconded by Councilor Spear.

Councilor Dwyer said that these policies need to be put in place by August 13th for NHMA.

Motion passed.

Assistant Mayor Splaine moved to approve the floor policy on defining short term rentals as home businesses and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference. Seconded by Councilor Cyr and voted.

XIII. MISCELLANEOUS/UNFINISHED BUSINESS

Councilor Pearson announced that the Annual Chamber of Commerce Dinner will take place on Thursday, August 4th from 5:00 p.m. – 9:00 p.m. at the Isles of Shoals Steamship Company Dock.

XIV. ADJOURNMENT

At 10:45 p.m., Assistant Mayor Splaine moved to adjourn. Seconded by Councilor Spear and voted.



KELLI L. BARNABY, MMC, CMC, CNHMC
CITY CLERK

LEGAL NOTICE

PUBLIC USE AND NECESSITY HEARING
FOR EMINENT DOMAIN PURPOSES
PROPERTY AT 150 GREENLEAF AVENUE
Map 243 Lot 067

Tuesday, September 6, 2016
5:30 p.m.

Eileen Dondero Foley Council Chambers at City Hall
1 Junkins Avenue, Portsmouth, NH 03801

The Portsmouth City Council will conduct a view and hold a public hearing on Tuesday, September 6, 2016 relative to property at 150 Greenleaf Avenue beginning at 5:30 p.m. The purpose of the view and hearing is to establish the public use and necessity for taking in fee 4.6 acres of property along the rear portion of 150 Greenleaf Avenue. This hearing initiates the eminent domain process should the City of Portsmouth be unable to reach agreement to acquire the property from the owner.

The City Council will assemble at 5:30 p.m. at the Eileen Dondero Foley Council Chambers and open the hearing. The Council will then travel to 180 Greenleaf Avenue (Comcast parking lot) to view the property to be taken. The public is welcome to attend the view, although no testimony will be taken at that time. After the view, the hearing will be adjourned until later in the evening. The hearing will be reconvened during the regularly scheduled City Council meeting which begins at 7:00 p.m. in the Eileen Dondero Foley Council Chambers, Portsmouth City Hall, 1 Junkins Avenue Portsmouth NH 03801 for purposes of taking testimony and action.

Maps showing the portion of the property the City seeks to acquire can be found at <http://www.cityofportsmouth.com/legal/index.htm>. Questions may be directed to Suzanne Woodland, Deputy City Attorney, 603-610-7240, smwoodland@cityofportsmouth.com.

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

LEGAL NOTICE
PUBLIC USE AND NECESSITY HEARING FOR EMINENT DOMAIN
PURPOSES PROPERTY AT 150 GREENLEAF AVENUE
Map 243 Lot 067

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

HW0022729

CITY OF PORTSMOUTH
PORTSMOUTH, NEW HAMPSHIRE
TWO THOUSAND SIXTEEN

RESOLUTION # -

BE IT RESOLVED:

REGARDING THE PUBLIC NECESSITY FOR THE CITY TO CONDEMN CERTAIN
PROPERTY LOCATED AT 150 GREENLEAF AVENUE PORTSMOUTH NEW
HAMPSHIRE FOR SEWER, DRAINAGE AND STORMWATER PURPOSES WITH
JUST COMPENSATION TO THE LANDOWNER

WHEREAS in 1967 the State of New Hampshire Board of Education granted approval to the City of Portsmouth to lay a public sewer line across swamp land in the rear of land owned by the State of New Hampshire located at 150 Greenleaf Avenue, Portsmouth, NH ("the Property") to alleviate failed septic systems north of the Property;

WHEREAS the City of Portsmouth appropriated public funds and constructed a municipal sewer line for public use and necessity ("Sewer Line") in 1967 and 1968, but no easement deed from the State of New Hampshire was obtained or recorded;

WHEREAS the State of New Hampshire conveyed the Property by quitclaim deed to a private party in 1983 when the State no longer required the Vocational Technical Institute building; the Property was then conveyed to another private party in 1988; and was conveyed again in December 2013 to the present landowner;

WHEREAS from 1967 through 2013, no landowners objected to or complained about the wetlands or sewer line;

WHEREAS the current landowner demanded the removal of the Sewer Line from the wetlands, and claimed the City created the swamp and wetlands;

WHEREAS the Sewer Line currently serves residential customers in the Lois Street neighborhood as well as the residents of the Riverbrook Condominium 777 Middle Road (approximately 75 units).

WHEREAS in 2013 and 2014 the Rockingham County Superior Court ruled that the City does not have a legal and permanent right in the land which contains and surrounds the Sewer Line;

WHEREAS the City has undertaken good faith efforts with landowner to reach agreement regarding a legal and permanent right in the land which contains and surrounds the Sewer Line;

WHEREAS the City's Department of Public Works has estimated the cost of removing the sewer line from the wetlands and providing an alternative sewer service would require a capital investment of more than \$500,000; the removal of the sewer line from the Property would require state and local permits; and would require providing alternative municipal services by constructing a pump station in the Lois Street neighborhood;

WHEREAS in addition to capital costs, the City would incur ongoing operations and maintenance costs in excess of the current operations and maintenance costs to maintain the gravity Sewer Line that crosses the rear of the Property;

WHEREAS much of the area through which the Sewer Line was placed was swampy, the area being a low point in the watershed, and the Sewer Line was placed in a berm with culverts and manhole covers;

WHEREAS water that naturally and historically collects and flows through the swampy area on the Property meanders over several other properties and outfalls through culverts underneath Greenleaf Avenue to Sagamore Creek;

WHEREAS the swampy area has historically served as natural buffer and stormwater detention area following rainfall and stormwater flows from the US Route 1/Bypass areas;

WHEREAS the landowner has objected and complained that the detention function of the low lying swampy wetlands area and the increase of stormwater through acts of development have been without proper authority or right;

WHEREAS although the City has contested that it has unlawfully detained water on the property, the City has no properly recorded deed or right to permanently detain water on the Property in the area to be acquired;

WHEREAS the existence of water from the Property is regulated and constrained by the culverts underneath Greenleaf Avenue and the City has an interest in maintaining the stormwater function of the wetlands that has existed, and continues to exist, on the Property;

WHEREAS the approximately 4.6 acres of the Property wetlands through which the Sewer Line crosses and which is, and has been, wetlands (even prior to disturbance on the Property by the landowner in 2011) is shown on the attached Exhibit 1 ("Proposed Acquisition Area"); and

WHEREAS pursuant to NH RSA 47:11 the City Council has the lawful power to undertake the "layout" of sewers and drains (for stormwater) and to acquire by eminent domain property necessary for that effort following certain procedures set out in RSA 230 et seq. and RSA 498-A et seq.; further authority exists under NH RSA 149-I:2 and other statutes.

NOW THEN, after notice and public hearing, the City Council of the City of Portsmouth hereby declares that there is a public necessity for the acquisition of approximately 4.6 acres more or less of the Property located at 150 Greenleaf Avenue as shown on Exhibit 1, Proposed Acquisition Area, and owned by 150 Greenleaf Avenue Realty Trust, James Boyle Trustee, and that such interests are for the public use and public benefit.

The City Council finds it necessary and useful for the public benefit to acquire the Proposed Acquisition Area for sewer, drain and stormwater management purposes.

The Proposed Acquisition Area will be for public use.

The City Council further finds that in balancing the public interest in the acquisition with the private interest of the property owner, the public interest outweighs the private interest.

The City Council also finds that in balancing the public interest in the acquisition against the burden it imposes on the City, the public interest is greater than the burden.

WHEREFORE, the City Manager is authorized to acquire by negotiated sale, condemnation or any other method the Proposed Acquisition Area as described in this Resolution.

This Resolution shall take effect upon passage.

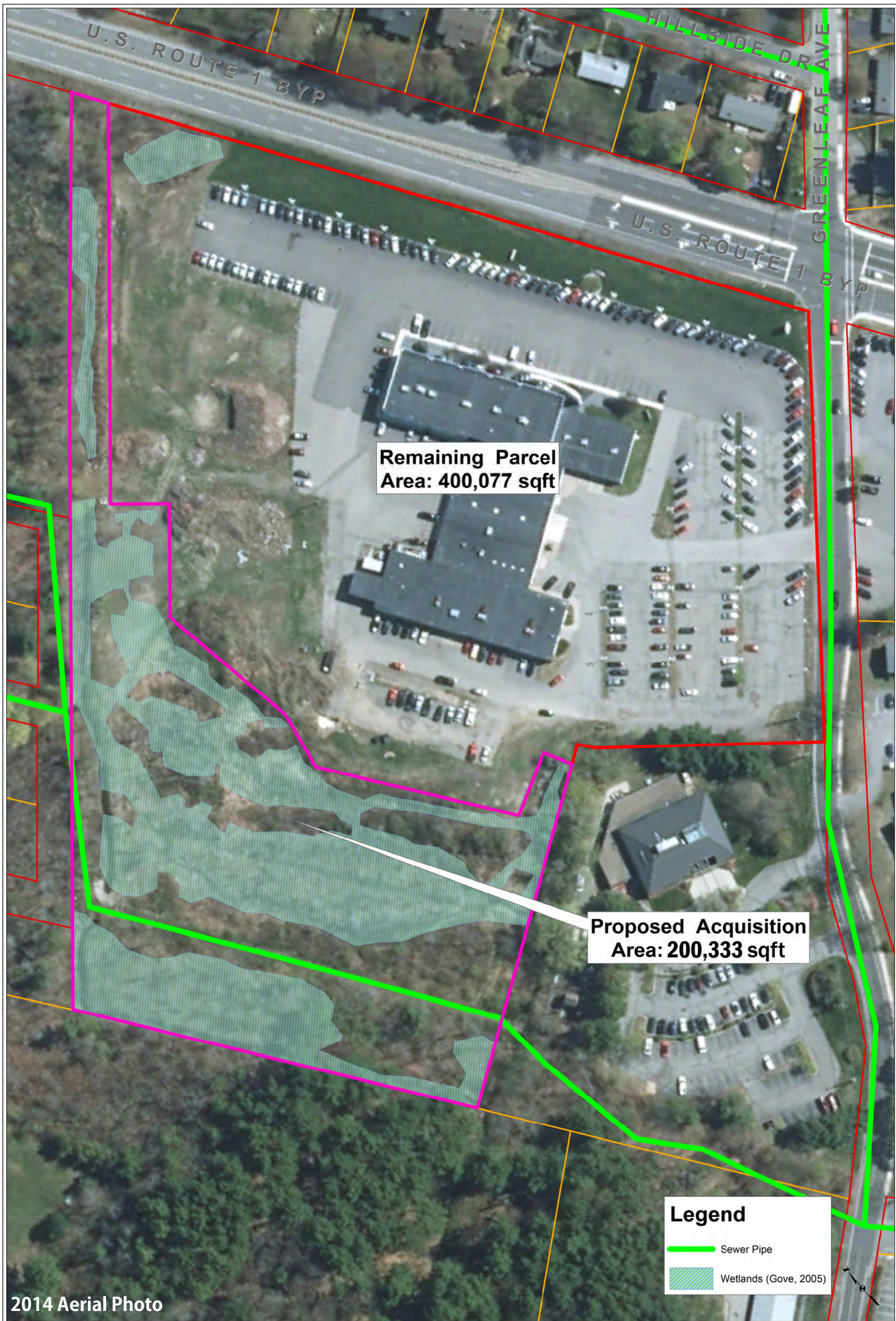
Approved:

Jack Blalock, Mayor

Adopted by the City Council

, 2016

Kelli L. Barnaby, City Clerk



U.S. ROUTE 1 BYP

HILLSIDE DR

GREENLEAF AVE

U.S. ROUTE 1 BYP

Remaining Parcel
Area: 400,077 sqft

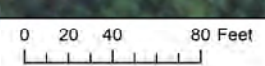
Proposed Acquisition
Area: 200,333 sqft

Legend

-  Sewer Pipe
-  Wetlands (Gove, 2005)

2014 Aerial Photo

150 Greenleaf Avenue – Acquisition Plan



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, August 15, 2016 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Authorizing a Supplemental Appropriation from Unassigned Fund Balance for Necessary Expenditures related to Contractual Obligations. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

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

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

PM00222739

**CITY OF PORTSMOUTH, NEW HAMPSHIRE
SUPPLEMENTAL APPROPRIATION
FOR THE FISCAL YEAR ENDING JUNE 30, 2017**

RESOLUTION # -

**A RESOLUTION AUTHORIZING A SUPPLEMENTAL
APPROPRIATION FROM UNASSIGNED FUND BALANCE
FOR NECESSARY EXPENDITURES RELATED TO
CONTRACTUAL OBLIGATIONS.**

RESOLVED:

**BY THE CITY COUNCIL OF THE CITY OF PORTSMOUTH,
NEW HAMPSHIRE ASSEMBLED AS FOLLOWS:**

**THAT, the City Council has determined that the sum of up to **Two
Hundred One Thousand (\$201,000) Dollars** is to be
appropriated from Unassigned Fund Balance to defray the
expenditures related to contractual obligations for the Fiscal Year
ending in June 30, 2017.**

**THAT, to meet this appropriation, the City Manager is authorized to
transfer these funds from Unassigned Fund Balance.**

APPROVED BY:

JACK BLALOCK, MAYOR

**ADOPTED BY CITY COUNCIL
September 6, 2016**

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

SECTION 7.14-AMENDMENTS TO BUDGET AFTER ADOPTION

No appropriation shall be made for any purpose not included in the annual budget as adopted unless voted by a two-thirds (2/3) majority of the Council after a public hearing held to discuss said appropriation. The Council shall, by resolution, designate the source of any money so appropriated.

Subject: GRANT OF MATCHING FUNDS PURSUANT TO RSA 147-B:6, I-A

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Town of Portsmouth		1.4 Grantee Address 680 Peverly Hill Road Portsmouth, NH 03801	
1.5 Effective Date Upon approval	1.6 Completion Date June 30, 2017	1.7 Audit Date N/A	1.8 Grant Limitation \$4,660
1.9 Grant Officer for State Agency Dean F. Robinson II, HHW Coordinator NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-2047	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor	
<p>1.13 Acknowledgment: State of New Hampshire, County of _____ On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace			
(Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
		Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By:		Attorney, On: / /	
1.17 Approval by the Governor and Council			
By:		On: / /	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as “the State”), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as “the Project”).

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as “the Effective Date”).

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as “the Completion Date”).

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply

with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 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 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.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee.

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 shall survive the termination of this agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto 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 first above given.

20. **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 Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **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.

23. **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 relating hereto.

EXHIBIT A
List of Services

1. The Grantee shall conduct the collection portion of its Project for **Portsmouth, Greenland, and Newington** in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (the contractor). For purposes of this agreement, the contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the contractor hires for participating in the Project.
2. The Grantee shall spend its grant monies solely for the purpose of paying the Project's contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Hw 1003.07.
3. The Grantee shall enter into a contract with a contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
 - a. That the contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Hw 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent;
 - b. That the contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator;
 - c. That the contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
 - d. That the contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the Department. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract;
 - e. That the contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Hw 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
 - f. That the contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.

EXHIBIT A

Page 2

- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Hw 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
 - h. That the contractor shall adhere to a work plan and a site safety plan, such plans may be reviewed by the Department.
 - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
- 4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Hw 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
 - 5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
 - 6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.7 of the contract. Failure to do so may result in termination of this agreement.
 - 7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.

EXHIBIT B
Method of Payment

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement or the enforcement of all applicable state or federal laws.
2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed **\$3,539**. This amount is based on a rate of **\$0.181 per capita** and on a population base of **19,548** to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.

EXHIBIT C
Special Provisions

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.

2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.

PORTSMOUTH POLICE DEPARTMENT MEMORANDUM	RECEIVED AUG 18 2016 CITY MANAGER PORTSMOUTH, NH
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DATE: AUGUST 12TH, 2016
TO: JOHN P. BOHENKO, CITY MANAGER
FROM: BRENNA CAVANAUGH, CHAIR, PORTSMOUTH POLICE COMMISSION
DAVID J. MARA, CHIEF OF POLICE
RE: JAG GRANT

At the July 26th 2016 monthly Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant:

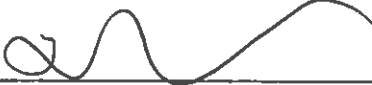
- a) Edward Byrne Memorial JAG Grant. The total amount awarded to Rockingham County is \$24,972. Portsmouth's portion will be \$10,182. Our grant allotment will be used for the development of evaluative standards.

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their next meeting.

Respectfully submitted,



Brenna Cavanaugh, Chair
Board of Police Commissioners



David J. Mara, Chief of Police

copies: Board of Police Commissioners
Finance Director Judie Belanger
Admin. Mgr. Karen Senecal
Business Assistant Tammie Perez

Edward Byrne Memorial JAG

Approval

09/16/2015



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 1, 2015

Chairman Tom Tombarello
Rockingham County
119 North Road
Brentwood, NH 03833-6624

Dear Chairman Tombarello:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$24,972 for Rockingham County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Zafra Stork, Program Manager at (202) 307-0613; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

11
9/30/2015



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (including Zip Code) Rockingham County 119 North Road Brentwood, NH 03833-6624		4. AWARD NUMBER: 2015-DJ-BX-0118	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2016	
2a. GRANTEE IRS/VENDOR NO. 026000733		6. AWARD DATE 09/01/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 073970121		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Rockingham County Law Enforcement Initiatives - Year 2015		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 24,972	
		11. TOTAL AWARD \$ 24,972	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT OPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Tom Tambarello Chairperson	
17. SIGNATURE OF APPROVING OFFICIAL		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE 9/16/15
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 24972			21. FDIUGT0008

OJP FORM 4000-2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000-2 (REV. 4-88)

9/30/15
TK15

GMS APPLICATION NUMBER: # 2015-H2463-NH-DJ

CONTRACT NO. _____

THE STATE OF NEW HAMPSHIRE

KNOW ALL BY THESE PRESENT

COUNTY OF ROCKINGHAM

INTERLOCAL AGREEMENT BETWEEN:

**THE CITY OF PORTSMOUTH POLICE DEPARTMENT OF THE CITY OF PORTSMOUTH, NH
AND
COUNTY OF ROCKINGHAM, NH**

JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 10th day of June, 2015, by and between The COUNTY of ROCKINGHAM (hereinafter referred to as COUNTY), acting by and through its governing body, the Commissioners Board, hereinafter referred to as COUNTY, and the:

THE CITY OF PORTSMOUTH, NH POLICE DEPARTMENT

herein after referred to as CITY/TOWN, acting by and through its governing body, hereinafter referred to as CITY/TOWN, of Rockingham County, State of New Hampshire, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, each governing body does hereby indicate the understanding that the COUNTY will serve as the applicant/fiscal agent for the Justice Assistance Grant funds for which the CITY/TOWN is eligible.

WHEREAS, the COUNTY agrees to provide the CITY/TOWN:

Portsmouth, NH

\$10,182 from the JAG award

NOW THEREFORE, the COUNTY and CITY/TOWN agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of

Allocation: Portsmouth, NH	\$ 9,673
<u>5% Applicant/Fiscal Agent Administrative Fee:</u>	<u>\$ 509</u>
Total CITY Allocation:	\$10,182

Section 2.

CITY agrees to use \$9,673 for Development of Evaluative Standards Program(s) until the specified grant award end date.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY/TOWN other than claims for which liability may be imposed by the Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.


Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF PORTSMOUTH, NEW HAMPSHIRE, COUNTY OF ROCKINGHAM, NEW HAMPSHIRE



 Stephen DuBois
 Chief of Police, Portsmouth, NH



 John P. Bohenko
 Manager, City of Portsmouth, NH

NEW HAMPSHIRE COUNTY OF ROCKINGHAM, NEW HAMPSHIRE

August 23, 2016

Dear John,

On Sunday, June 4, 2017, St. Thomas Aquinas will be celebrating our Commencement at the Music Hall. This event is scheduled for noon. Would it be possible to close Chestnut Street from 11:00 am to 3:00 pm. We do anticipate a full house and this would assist us to have an area for folks to line up prior to the doors opening and an area for a reception line at the conclusion of the ceremony.

Thank you in advance, for your consideration of this request. Jim

James Daley

Dean of Academics



ST. THOMAS AQUINAS
HIGH SCHOOL

197 Dover Point Road
Dover, NH 03820

(603) 609-1436

Jdalev@stalux.org

"We need to prepare students for their future, not our past."



Pro Portsmouth Inc.
ARTS • CULTURE • HISTORY • COMMUNITY



August 10, 2016

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

Dear Mayor Blalock and Council:

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

- **First Night@ Portsmouth 2017**, Saturday, December 31, 2016; 4pm – Midnight.
Ice Sculpture – Market Square/North Church
Fireworks – South Mill Pond – 7:30pm (Parrott Avenue plus various lot closures for fire safety zone)
Street closures – Church Street @ Congress Street – 1pm to midnight (assembly of ice sculpture, heavy pedestrian traffic), Pleasant Street from Porter to the Square at 4pm (Dance: 5:00pm – 12:00am)
Entertainment/music/children's activities – 4:00pm – Midnight (approx. 10 indoor venues)
School bus 'shuttle service' between indoor venues – 4pm - Midnight
- **Children's Day**, Sunday, May 7, 2017; Noon – 4pm.
Street closure – Pleasant Street – State Street to Market Square: no parking on Market Street – Bow Street to ISSCo. Entrance
- **40th Annual Market Square Day Festival & 10K Road Race**, Saturday, June 10, 2017; 9am – 4pm.
Street closures – Downtown streets from 4am – 6pm; race course – 9am start (roving closures)
- **15th Annual Summer in the Street**, Saturday evenings 5pm – 9:30pm – June 24, July 1, 8, 15, 22, 29.
Street Closures – Pleasant Street – Porter Street to Market Square

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

Thank you in advance for your consideration.

Best regards,

Barbara Massar
Executive Director


cc: John P. Bohenko, City Manager

P.O. Box 967
Portsmouth, NH 03802-0967
www.proportsmouth.org

City of
Portsmouth
Department of Public Works



MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Ryan Flynn, Construction Project Coordinator 
DATE: August 22, 2016
SUBJECT: Fairpoint Communications License Agreement #264882

I have reviewed the pole location information provided by Fairpoint Communications for Petition and Pole License #264882.

This request is to license one (1) replacement pole with replacement guy-pole located adjacent to the driveway of #999 Islington Street. This installation was replaced in conjunction with the Islington Street/Route 1 Bypass bridge reconstruction project that was completed by the NHDOT. During this process, the installation was found to be unlicensed.

After examining the location of this installation, I have determined that it poses no impact to existing infrastructure, sight distances, or other City interests. The Public Works Department recommends approval of this license.

Attached is a picture of this pole. Please call with any questions you may have.

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

264882

PETITION AND POLE LICENSE
PETITION

City

Manchester, New Hampshire

Date: June 25, 2015 and again March 9, 2016

To the Councilmen of Portsmouth, New Hampshire,

Northern New England Telephone Operations LLC d/b/a FAIRPOINT COMMUNICATIONS and Public Service Company of New Hampshire d/b/a EVERSOURCE ENERGY desire a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures along, across and under the following highways in said municipality:

The licensing of one pole (78/52) located on Islington Street, in the City of Portsmouth, New Hampshire, as per attached.

Northern New England Telephone Operations LLC
d/b/a FAIRPOINT COMMUNICATIONS,

Public Service Company of NH
d/b/a Eversource Energy

By: Jane Mella
Right-of-Way

By: Lisa-Marie Punks

LICENSE

Upon petition of the Northern New England Telephone Operations LLC d/b/a FAIRPOINT COMMUNICATIONS AND Public Service Company of New Hampshire d/b/a Eversource Energy, it appearing that the public good so requires, it is hereby

ORDERED

Date:

That Northern New England Telephone Operations LLC d/b/a FAIRPOINT COMMUNICATIONS AND Public Service Company of New Hampshire d/b/a EVERSOURCE ENERGY, be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the highways covered by said petition. All of said wires except such as are vertically attached to poles and structures shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked FAIRPOINT COMMUNICATIONS AND EVERSOURCE ENERGY No. 264882, dated June 25, 2015, attached to and made a part thereof.

By vote of

Mayor / Councilmen

City of Portsmouth, New Hampshire

City Manager / Councilmen

Attest

Councilmen

City Clerk

Date _____

Highway Commissioner

Division Engineer

of the City of Portsmouth, New Hampshire

Received and entered in the records of the City of Portsmouth, New Hampshire,

Book _____, Page _____.

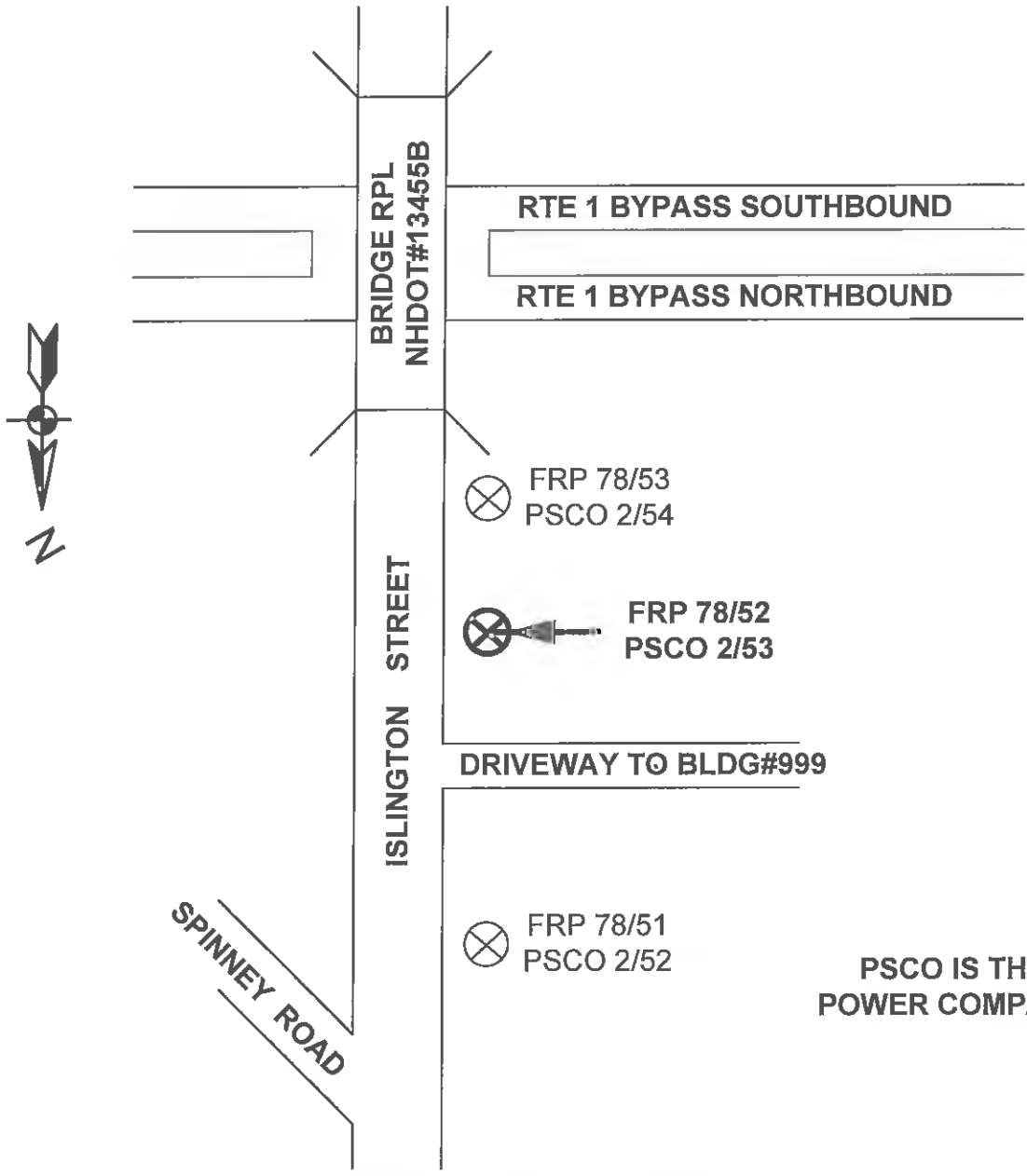
Date _____

FairPoint License Form

FairPoint No: 264882 Municipality: PORTSMOUTH, NH Exchange Code: 9176

Engineer Name: DAVID KESTNER Engineer Number: 603-433-2119 Date: 6/25/15

Easement Detail: RELICENSE EXISTING POLE, POLE REPLACED ON NHDOT#13455B



ELCO: PSNH

Memo #: XXXXXX

INITIAL PROPOSED FACILITIES TO BE:

POWER CO. = 7200 VOLTS Single PHASE.

TEL CO. = COPPER AND FIBER CABLE

[] = ELCO POLE NUMBER

[X] = PEDESTAL POST LOCATION

[WS] = WARNING SIGN LOCATION

[MH] = MANHOLE LOCATION

[—] = BURIED CABLE/CONDUIT LOCATION

DOT NO. NHDOT#13455B

CHECKED BY _____

ADDENDUM PER RSA 231:163

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

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


Approved by City Council:



City of
Portsmouth
Department of Public Works



MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Ryan Flynn, Construction Project Coordinator 
DATE: August 22, 2016
SUBJECT: Eversource License Agreement 63-0610

I have reviewed the pole location information provided by Eversource for Petition and Pole License 63-0610.

This request is to license one (1) new pole located at #173, 175 Market Street as part of the redevelopment of this property. An existing pole thirty (30) feet to the southeast of this proposed location has been removed as part of this project as well. Therefore, there is no net increase in the number of poles in this vicinity.

This proposed installation is likely in conflict with the electrical conduit for the adjacent period lighting. The conduit will need to be rerouted by the developer as noted on their site plans. This installation poses no other impacts to existing infrastructure, sight distances, or other City interests. The Public Works Department recommends approval of this license.

Attached is a picture showing the proposed pole location. Please call with any questions you may have.

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

FEB 0 2016

February 4, 2016

Office of the City Clerk
City of Portsmouth
One Junkins Avenue
Portsmouth, NH 03801

Dear City Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in City of Portsmouth, New Hampshire.

Enclosed for your review find two copies of PSNH Petition and Pole License number 63-0610 for City of Portsmouth review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Portsmouth**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

**PETITION AND POLE LICENSE
PETITION**

Manchester, New Hampshire

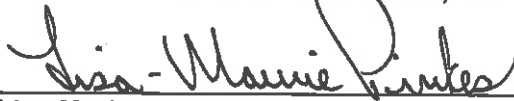
February 4, 2016

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

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), 10/3Y on Market Street in the City of Portsmouth.

PUBLIC SERVICE OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY

BY: 
Lisa-Marie Pinkes, PSNH CO Support / Licensing

LICENSE

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

ORDERED

This 4th day of February, 2016, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 63-0610, dated 2/4/2016, attached to and made a part hereof.

Town of Portsmouth, New Hampshire

Town of Portsmouth, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Portsmouth, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____
Town Clerk

POLE LOCATION PLAN EVERSOURCE

DATE 02/04/2016

LICENSE NO. 63-0610

MUNICIPALITY: Portsmouth

STATE HWY. DIV. NO. 6

STREET / ROAD: Market Street

STATE LICENSE NO. _____

PSNH OFFICE: Portsmouth

WORK REQUEST# 2531383

PSNH ENGINEER: Nick Kosko

WORK FINANCIAL # 9P520301

TELCO ENGINEER: _____

TELCO PROJECT # _____

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL POLE PB	REMOVE	REF	100% LTS	J/O	100% TEL	Span	DIST. FROM	Remarks	DOC REQ
LTS	TEL												
<u>10</u>		<u>50-2</u>	<u>LTS</u>									<u>Inst new Pole</u>	<u>M</u>
<u>3Y</u>													
<u>10</u>		<u>STL</u>										<u>Ref pole</u>	<u>M</u>
<u>3</u>													
<u>10</u>		<u>35-4</u>	<u>LTS</u>									<u>Rmv Pole</u>	<u>M</u>
<u>2Y</u>													



ADDENDUM PER RSA 231:163

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

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

Approved by City Council:



Department of Public Works
680 Peverly Hill Road
Portsmouth, New Hampshire 03801

#3,981 D.F. 100111

WITHIN BUILDING OF EXISTING TRENCH (N ADJUST/DF NECESSARY PLANS, CC (CONTRACT AND PIPE

EXISTING 3 W/LOW #173 AN

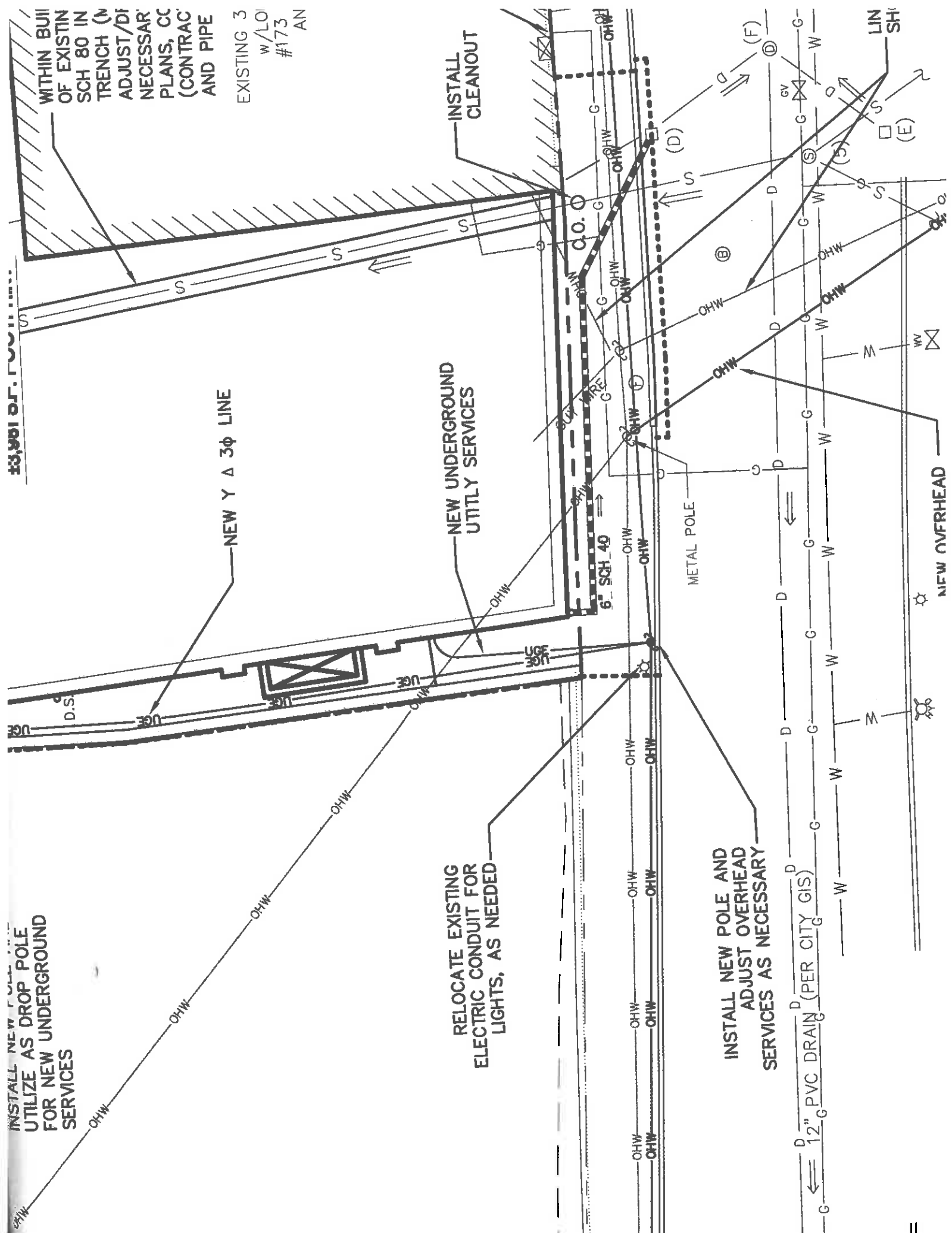
INSTALL NEW POLE UTILIZE AS DROP POLE FOR NEW UNDERGROUND SERVICES

NEW Y Δ 3 ϕ LINE

NEW UNDERGROUND UTILITY SERVICES

RELOCATE EXISTING ELECTRIC CONDUIT FOR LIGHTS, AS NEEDED

INSTALL NEW POLE AND ADJUST OVERHEAD SERVICES AS NECESSARY



12" PVC DRAIN (PER CITY GIS)

City of
Portsmouth
Department of Public Works



MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Ryan Flynn, Construction Project Coordinator 
DATE: June 20, 2016
SUBJECT: Eversource License Agreement 63-0611

I have reviewed the pole location information provided by Eversource for Petition and Pole License 63-0611.

This request is to license one (1) replacement pole located at #50 Marjorie Street. Through ongoing efforts to identify and replace deficient utility poles, Eversource has identified this pole as unlicensed.

After examining the location of this installation, I have determined that it poses no impact to existing infrastructure, sight distances, or other City interests. The Public Works Department recommends approval of this license.

Attached is a picture of this pole. Please call with any questions you may have.

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

February 22, 2016

Office of the City Clerk
City of Portsmouth
One Junkins Avenue
Portsmouth, NH 03801

Dear City Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in City of Portsmouth, New Hampshire.

Enclosed for your review find three copies of PSNH Petition and Pole License number 63-0611 for City of Portsmouth review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Portsmouth**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

PETITION AND POLE LICENSE

PETITION

Manchester, New Hampshire

February 9, 2016

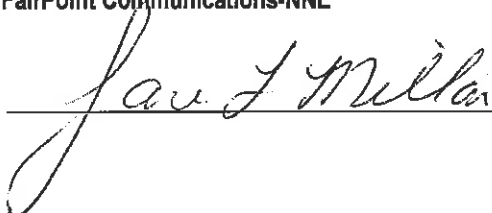
To the City Council of the City of Portsmouth New Hampshire.

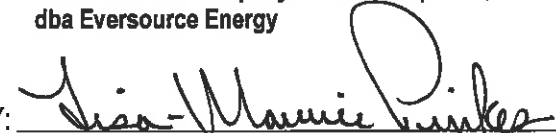
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE EVERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE, request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices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

License one (1) pole(s), 150/5 located on Marjorie Street in the City of Portsmouth.

Northern New England Telephone Operations LLC
dba FairPoint Communications-NNE

Public Service Company of New Hampshire,
dba Eversource Energy

BY: 

BY: 
Lisa-Marie Pinkes, PSNH CO Support/ Licensing

LICENSE

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

ORDERED

This 9th day of February, 2016, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE No. 63-0611, dated 1/6/2016, attached hereto and made a part hereof.

City of Portsmouth, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

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

Date: _____

ATTEST: _____

Town Clerk

POLE LOCATION PLAN

EVERSOURCE and

Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE

DATE	<u>01/06/2016</u>	LICENSE NO.	<u>63-0611</u>
MUNICIPALITY:	<u>Portsmouth</u>	STATE HWY. DIV. NO.	<u>6</u>
STREET / ROAD:	<u>Marjorie Street</u>	STATE LICENSE NO.	
PSNH OFFICE:	<u>Portsmouth</u>	WORK REQUEST#	<u>2538847</u>
PSNH ENGINEER:	<u>Mary Jo Hanson</u>	WORK FINANCIAL #	<u>9P520772</u>
TELCO ENGINEER:	<u>Joe Considine</u>	TELCO PROJECT #	

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL	REMOVE	REF	100% LTS	J/O	100% TEL	Span	DIST. FROM	Remarks	DOC REQ
LTS	TEL			POLE	PB								
												82 Marjorie St.	
												43.05917 -070.77514	
												Middle Rd.	
												Marjorie St.	
												Sylvester St.	
												Approx 530 ft. to Middle Rd.	
150/5	14/5	40/2										inst/mv JO pole	m

ADDENDUM PER RSA 231:163

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

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

Approved by City Council:



City of
Portsmouth
Department of Public Works



MEMORANDUM

TO: John P. Bohenko, City Manager

FROM: Ryan Flynn, Construction Project Coordinator 

DATE: August 22, 2016

SUBJECT: Eversource License Agreement 63-0613

I have reviewed the pole location information provided by Eversource for Petition and Pole License 63-0613.

This request is to license one (1) replacement pole located at the southeast corner of the Cottage Street and Route 1 Bypass intersection (adjacent to Holloway Motors). Through ongoing efforts to identify and replace deficient utility poles, Eversource has identified this pole as unlicensed.

After examining the location of this installation, I have determined that it poses no impact to existing infrastructure, sight distances, or other City interests. The Public Works Department recommends approval of this license.

Attached is a picture of this pole. Please call with any questions you may have.

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





APR 19 2016

April 19, 2016

Office of the City Clerk
City of Portsmouth
One Junkins Avenue
Portsmouth, NH 03801

Dear City Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in City of Portsmouth, New Hampshire.

Enclosed for your review find three copies of PSNH Petition and Pole License number 63-0613 for City of Portsmouth review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Portsmouth**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

PETITION AND POLE LICENSE

PETITION

Manchester, New Hampshire

April 12, 2016

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

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

License one (1) pole(s), 183/9 located on Cottage Street in the City of Portsmouth.

Northern New England Telephone Operations LLC
dba FairPoint Communications-NNE

Public Service Company of New Hampshire,
dba Eversource Energy

BY: Jane Mella

BY: Lisa-Marie Pinkes
Lisa-Marie Pinkes, PSNH CO Support/ Licensing

LICENSE

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

ORDERED

This 12nd day of April, 2016, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE No. 63-0613, dated 4/12/2016, attached hereto and made a part hereof.

City of Portsmouth, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

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

Date: _____

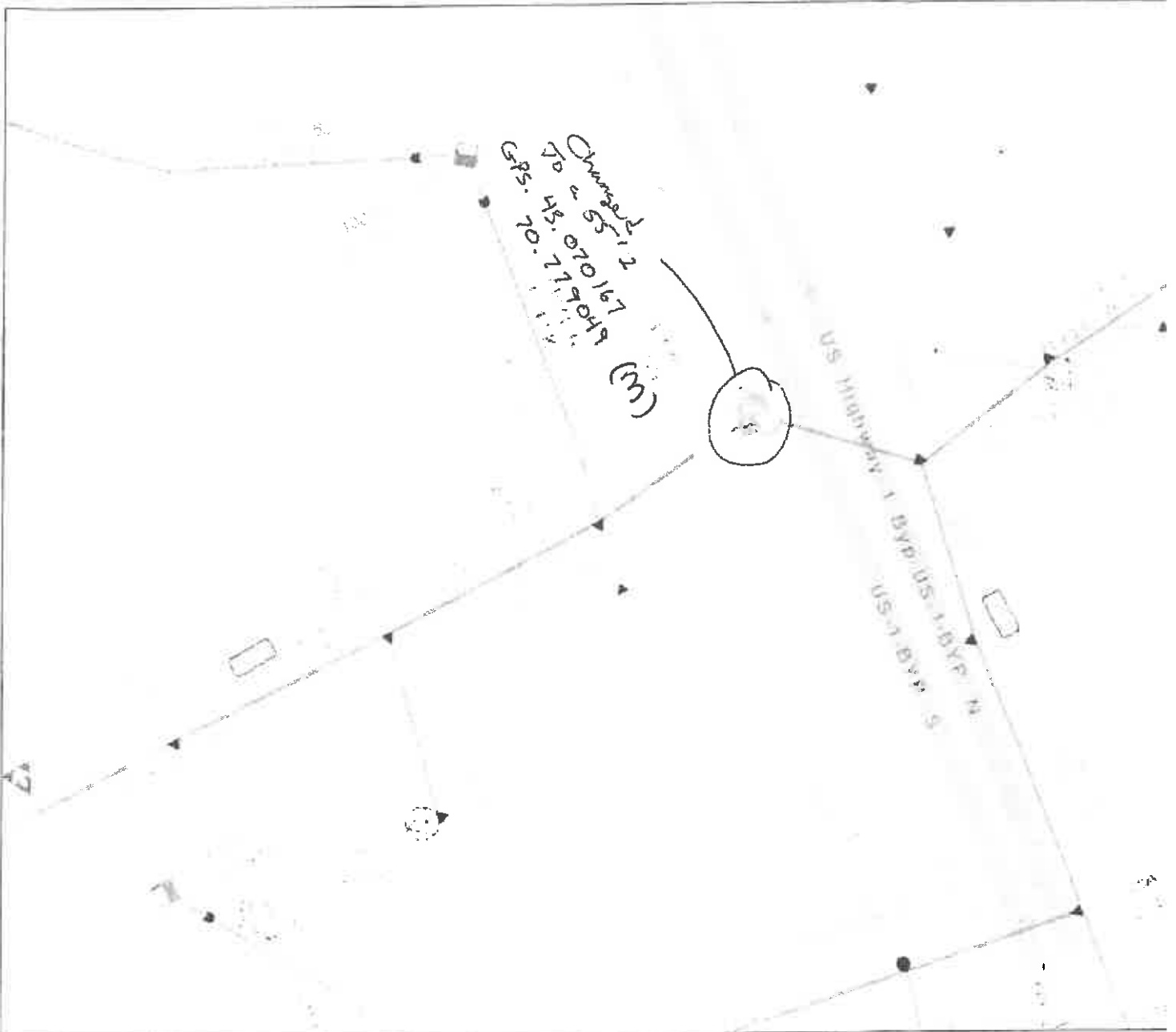
ATTEST: _____
Town Clerk

POLE LOCATION PLAN

EVERSOURCE and

Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE

DATE	<u>04/12/2016</u>	LICENSE NO.	<u>63-0613</u>
MUNICIPALITY:	<u>Portsmouth</u>	STATE HWY. DIV. NO.	<u>6</u>
STREET / ROAD:	<u>Cottage Street</u>	STATE LICENSE NO.	<u></u>
PSNH OFFICE:	<u>Portsmouth</u>	WORK REQUEST#	<u>2372515</u>
PSNH ENGINEER:	<u>Richard St Cyr</u>	WORK FINANCIAL #	<u>9P420546</u>
TELCO ENGINEER:	<u>Joe Considine</u>	TELCO PROJECT #	<u></u>



ADDENDUM PER RSA 231:163

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

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

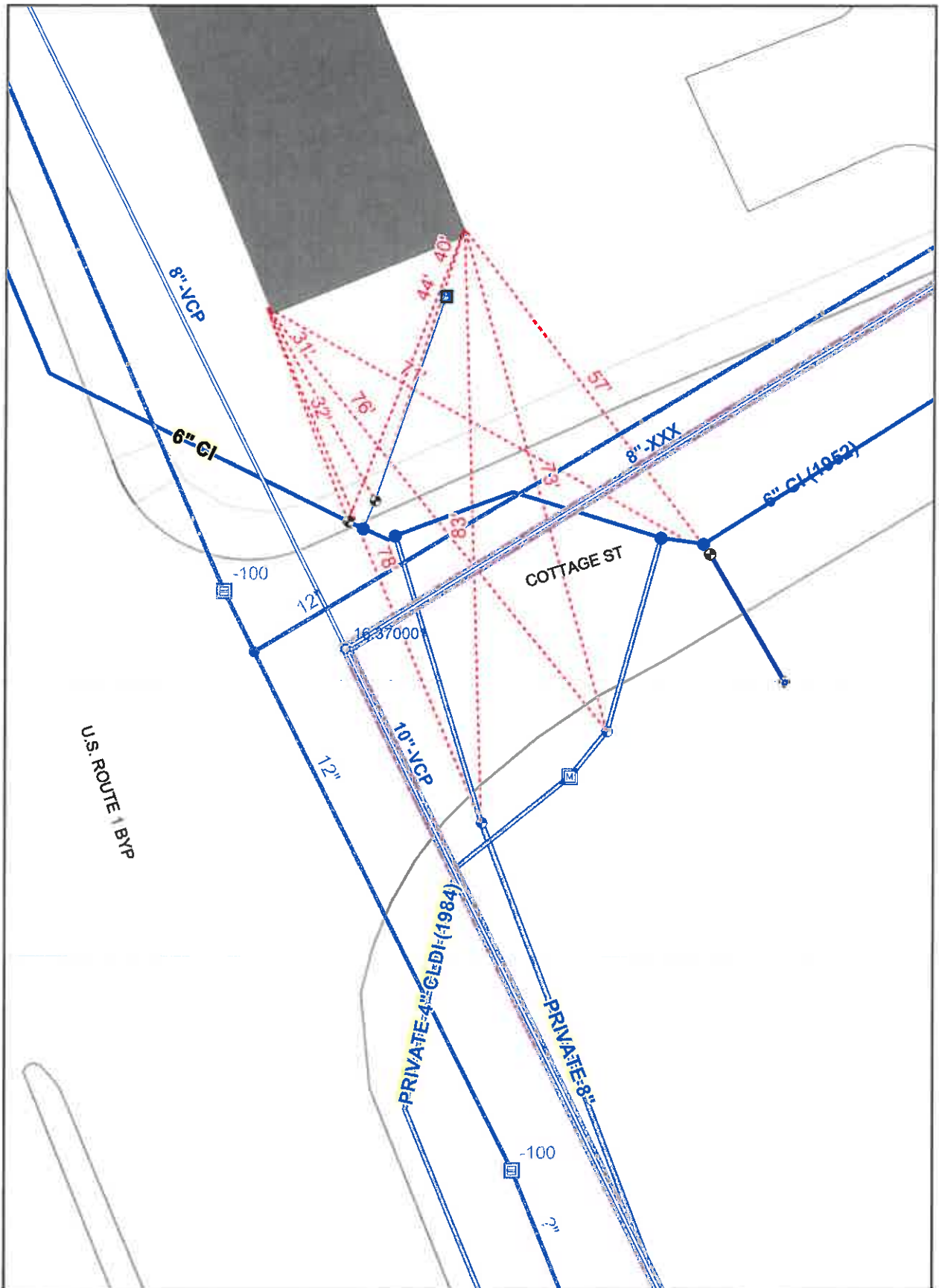
Approved by City Council:



BUICK
Cadillac

College

Route 1 Bypass & Cottage Street Utilities




1 in = 20 ft

City of
Portsmouth
Department of Public Works



MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Ryan Flynn, Construction Project Coordinator 
DATE: June 13, 2016
SUBJECT: Eversource License Agreement 63-0614

I have reviewed the pole location information provided by Eversource for Petition and Pole License 63-0614.

This request is to license one (1) replacement pole with guy-wire located at #1608 Islington Street. The pole is offset approximately 100 feet from Islington Street, and is located within an undeveloped City-owned right-of-way, that serves as a drive for #1608 and #1600 Islington Street.

After examining the location of this installation, I have determined that it poses no impact to existing infrastructure, sight distances, or other City interests. The Public Works Department recommends approval of this license.

Attached is a picture of this pole. Please call with any questions you may have.

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

April 19, 2016

Office of the City Clerk
City of Portsmouth
One Junkins Avenue
Portsmouth, NH 03801

Dear City Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in City of Portsmouth, New Hampshire.

Enclosed for your review find three copies of PSNH Petition and Pole License number 63-0614 for City of Portsmouth review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Portsmouth**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

PETITION AND POLE LICENSE

PETITION

Manchester, New Hampshire

April 12, 2016

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

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

License one (1) pole(s), 2/75A located on Islington Street in the City of Portsmouth.

Northern New England Telephone Operations LLC
dba FairPoint Communications-NNE

Public Service Company of New Hampshire,
dba Eversource Energy

BY: Jane Mella

BY: Lisa-Marie Pinkes
Lisa-Marie Pinkes, PSNH CO Support/ Licensing

LICENSE

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

ORDERED

This 12nd day of April, 2016, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE No. 63-0614, dated 4/12/2016, attached hereto and made a part hereof.

City of Portsmouth, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

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

Date: _____

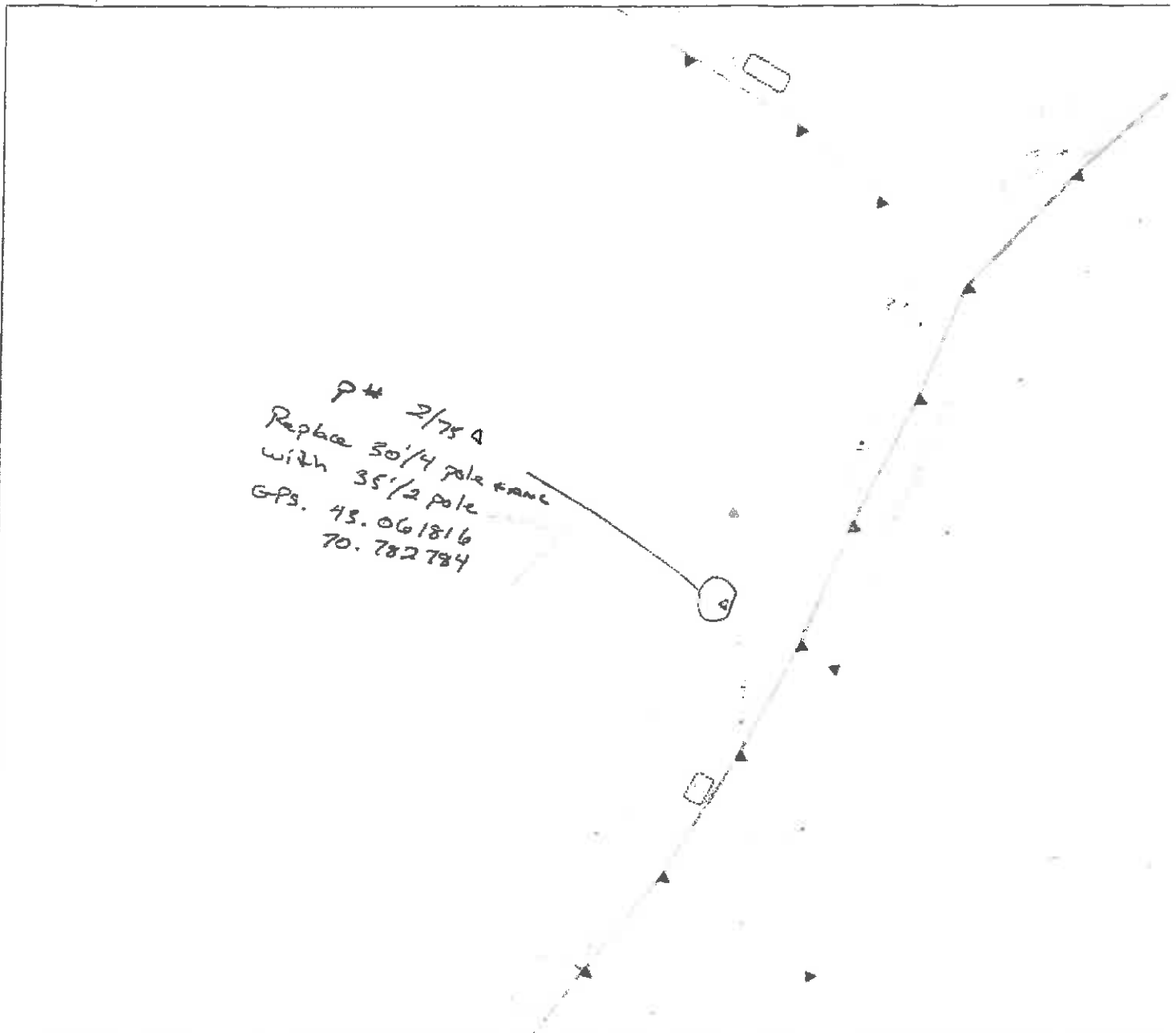
ATTEST: _____
Town Clerk

POLE LOCATION PLAN

EVERSOURCE and

Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE

DATE	<u>04/12/2016</u>	LICENSE NO.	<u>63-0614</u>
MUNICIPALITY:	<u>Portsmouth</u>	STATE HWY. DIV. NO.	<u>6</u>
STREET / ROAD:	<u>Islington Street</u>	STATE LICENSE NO.	
PSNH OFFICE:	<u>Portsmouth</u>	WORK REQUEST#	<u>2534411</u>
PSNH ENGINEER:	<u>Richard St Cyr</u>	WORK FINANCIAL #	<u>9P520405</u>
TELCO ENGINEER:	<u>Joe Considine</u>	TELCO PROJECT #	



ADDENDUM PER RSA 231:163

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

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

Approved by City Council:



Portsmouth City Council

1 Junkins Ave.,

Portsmouth NH 03801

APR 22 2008

Councilors,

Attached please find a letter by City Manager John Bohenko, dated April 9, 2008, pertaining to the possibility of establishing a swap shed at the recycling center.

Mr. Bohenko noted at that time that the city was considering the purchase of the adjacent land from the Foundation for Seacoast Heath.

"When that happens, we could revisit the use of this property for a swap shop," the city manager said.

Now that the council has plans to acquire that property, I ask that you reconsider this request.

Please also find a news story about other neighboring communities where swap sheds are a staple.

Thank you,



Elizabeth Dinan

639 Maplewood Ave.,

Portsmouth, NH 03801



CITY OF PORTSMOUTH

City Hall, One Junkins Avenue
Portsmouth, New Hampshire 03801
(603) 610-7201 Fax (603) 427-1526

John P. Bohenko
City Manager

April 9, 2008

Ms. Elizabeth Dinan
639 Maplewood Avenue
Portsmouth, NH 03801

Dear Beth:

Please be advised that at the April 7th City Council meeting, the following information was reported back to the Council, regarding your request to establish a swap shop at the City's Recycling Center:

As you recall, at the February 11th City Council meeting a request was made to establish a swap shop at the City's Recycling Center. For your information, I have attached a memorandum from Steve Parkinson, Public Works Director and Silke Psula, Solid Waste Coordinator, regarding their examination of this proposal.

As you can see from their report, there are a number of challenges as it relates to this type of activity at a public facility. The biggest obstacle that the City has at present is the space requirements. As you are aware, the City is presently trying to negotiate additional space for the Recycling Center with the Foundation for Seacoast Health. If we are successful with these negotiations, the Recycling Center should be able to expand by an additional 2 acres. When that happens, we could revisit the use of this property for a swap shop.

At this time, the Public Works Director and Solid Waste Coordinator are not recommending to move forward with the swap shop, but it is something that can be revisited at a later date once we are successful with the negotiations with the Foundation. No action is required at this time unless otherwise determined by the City Council.

Also, please find enclosed a copy of the aforementioned memorandum regarding this matter.

Sincerely,

John P. Bohenko
City Manager

JPB/ams
Enclosure

c: Steve Parkinson, Public Works Director
Silke Psula, Solid Waste Coordinator

By Elizabeth Dinan

February 24, 2013 2:00AM

Talking trash, finding freebies

Someone once found a diamond ring in the pocket of a winter coat donated at the "Freebie Barn" at the Kittery, Maine, transfer station.

Someone once found a diamond ring in the pocket of a winter coat donated at the "Freebie Barn" at the Kittery, Maine, transfer station.

As usual, George and Fannie Whitney were there, volunteering to keep things running smoothly at the swap shop — a 20-foot-by-20-foot shed filled with residents' castoffs, for other residents to cart off. George Whitney can't recall what happened to that diamond ring, but in the 25 years since he and Fannie helped launch the Freebie Barn, he said, many a Kittery resident has grabbed a free treasure, while literally tons of unwanted items have been kept out of the town's waste stream.

No diamond rings were visible in the Freebie Barn last week, but there were books, coffee mugs, a clock, a plastic bin filled with undergarments, men's shorts, dinner plates, a vintage tennis racket, magazines, terra-cotta flower pots, a Styrofoam head, baskets, headphones, a sewing machine, a neck pillow, a vaporizer, stuffed animals, soup bowls, coffee makers, wreath holders, lamp shades, a dream catcher, belts and compact discs.

Pickers like poking around in there, and schmoozing while they're at it, Whitney said. Similar swap shops at the Rye and Durham transfer stations are also celebrated by locals, while Portsmouth outright bans dump-picking.

Rummage tales

George Whitney said he and his wife served on a committee a quarter-century ago that decided a freebie facility would be good for the town and its residents.

For the first "six or eight years," he said, they sold collected clothing by the ton to Third World countries and made cash profits, while recycling unwanted textiles. Traip Academy students built the shed at no cost to the town, which was the first in the state to open a so-called swap shop.

"Me and Fannie were the husband and wife team that ran it," Whitney said. "If we knew someone was looking for something, we'd put it aside."

Fannie also hauled home her share of freebies, said her husband. "My wife got into the habit of taking stuff home," he said. "So now I have a whole cellar full of crap."

Four years ago, Mary Ann Conroy was hired as Kittery's commissioner of public works and she took over management of the Freebie Barn, which has grown so popular a tent was erected next to it last summer to accommodate overflow donations. Conroy said she's now shopping for a second, pre-made building to double Kittery's swelling swap operation.

Conroy ranks a working pottery kiln as the best donation she's seen. Second best, she said, was a chandelier.

"It was kind of broken in one spot," she said, "But not if you turned it just right."

A Freebie Barn volunteer, who identified himself only as Rod, said a resident recently adopted a piano that was left there, after having it evaluated by a professional restorer.

"She always wanted one," Rod said, adding a donated truck cap recently went home with someone who had a matching truck.

Last week, someone named Pete who grabbed some puzzles from the Freebie Barn said he was bringing them home to his wife who'll piece them together, then return them when she's done.

Conroy said 80 percent of disposed items can be reused and Kittery's combined transfer station, which includes recycling, keeps several hundred pounds of goods out of the waste stream every month. And Conroy still likes the word dump.

"I like to call us a New Age dump," she said.



PHOTO: DEB CRAM, DCRAM@SEACOASTONLINE.COM

Joyca Turco, left, and Joan Carlson assess items at the Freebie Barn at the transfer station in Kittery, Maine. "We come in here to help find things that other people need who are less fortunate," says Turco.

The public works director said the history of the Freebie Barn includes a couple of needle sticks and some scavengers who've loitered for scrap metal like seagulls at a McDonald's parking lot. There have also been "a few" fights over choice donations, and volunteers have to stow their purses and lunches in a donated kitchen cabinet, so browsers don't pick them up and walk off with them, she said.

"You don't want to put things down," said volunteer coordinator Cindy Denault. "The minute you do, they're gone."

But those few problems don't negate the overall good, Conroy said.

"It really helps out a lot of people," Denault concurred, while sorting a donated bag of children's down-filled jackets and fleece pullovers. "These will be gone today."

Conroy launched Kittery's "Road to Zero Waste" initiative with a goal of town-wide waste disposal being zero by the year 2040. Part of that, she said, was redirecting the Department of Public Works to shift its role from waste collection and disposal to "resource recovery."

That includes eyeglasses donated for the Lions Club, cell phones collected for soldiers, and used flags left for a veterans group that ceremoniously disposes of them, according to military standards, once a month.

Rod said one resident recently reported she was just about to buy some pricey college textbooks, when she found them at the Freebie Barn for nothing.

"It's all in the timing," he said.

Swap shop talk

At Rye's swap shop at the town transfer station, residents could "pretty much do a whole kitchen if you came in often enough," said Dennis McCarthy, Rye public works and highway department director.

"It's all in the eye of the beholder," he said. "People bring in a lot, and people take a lot."

In a 20-foot-by-20-foot space, inside the end of a storage bin, Rye residents drop off unwanted items for their neighbors to adopt and reuse. McCarthy said inventory is disposed of or recycled if it's not gone in a couple of weeks, "to keep things fresh in there."

"We have people come in fairly regularly to see what's in there," he said. "A lot of people rave about it."

McCarthy said Rye hasn't tracked how many pounds of goods have been kept out of the waste stream via the swap shop and he reported no fights among pickers coveting the same item.

He said Rye's swap shop began with volunteers, but paid town employees have since taken over.

"They move, or they lose interest," he said of the volunteer corps. "I've had other people talk to me about it and I say you better be prepared to pay for it."

Durham Town Administrator Todd Selig called that town's swap shop "incredibly successful and a community resource for years."

"It's also a tremendous gathering place and largely staffed by an active army of volunteers, who've been wonderful with staffing it and making sure it's managed properly," he said. "I don't have a bad thing to say about it."

Selig said Durham's swap shop has been operating since 2001, and when it was first proposed there was some resistance from town employees. After several months of discussion and planning, he said, it was launched on a "small scale," then "based on its success we have subsequently expanded," he said.

A swap shop was pitched for Portsmouth in 2008 and was endorsed by former Mayor Tom Ferrini, who called it "an exciting development" with "general support from the council." A few months later, City Manager John Bohenko said the pitch was considered by Public Works Director Steve Parkinson and former Solid Waste Coordinator Silke Psula, then deemed not feasible.

"The biggest obstacle that the city has at present is the space requirements," Bohenko said at the time. "The city is presently trying to negotiate additional space for the recycling center with the Foundation for Seacoast Health. If we are successful with these negotiations, the recycling center should be able to expand by an additional two acres. When that happens, we could revisit the use of this property for a swap shop."

Five years later, Portsmouth is in the same position, while residents are banned from removing items from the wood and metal recycling bins. Deputy City Manager David Allen said last week, "We would still like to have (a swap shop), but it has not transpired with the land out back."

Allen said the city transfer station is "a pretty busy place" with "space limitations" that impede adding a swap shop to the mix.

"We'd have to have the space to safely operate it," he said. "At this point, it has not moved forward."

August 31, 2016

Mayor John B. Blalock
and Portsmouth City Council
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

RE: 95 Mechanic Street, Portsmouth

Dear Mayor and Councilors:

This office represents Charles L. Lassen and Susan B. Lassen, Trustees of the Charles L. Lassen Revocable Living Trust. The Lassens own and reside on Round Island situated in the back channel of the Piscataqua River in Portsmouth proximate to Peirce Island and the South End waterfront. As you know, Round Island is not accessible from the mainland or Peirce Island except by way of a water craft.

Presently, the Lassens travel to and from their home via a seventeen-foot "ferry". In addition to transporting themselves and their guests, the Lassens use the boat to carry food, fuel and other materials to their home, to transport their garbage to the mainland for collection and to pick up their mail.

It has come to our attention that the City of Portsmouth has recently issued, or will shortly issue, an RFP for the demolition and replacement of the docks on the former LaCava property at 95 Mechanic Street (Tax Map 103, Lot 29). As you know, this property has traditionally been used for commercial waterfront activities, such as commercial fishing, but the docks have been allowed to deteriorate to the point where they are no longer safe. Mr. and Ms. Lassen are strong supporters of continuing this working waterfront tradition.

Mr. and Ms. Lassen wish to participate with the City in the redevelopment and subsequent use of the docks at 95 Mechanic Street. As the owners of the only year-round inhabited island in the City without access to the mainland by other than a water vessel, they are desirous of securing a long-term license or rental arrangement to a dedicated dock sufficient in size to accommodate their vessel on a 24/7 basis that will also provide access to a city street, parking for a motor vehicle, trash disposal and a mail box where the U.S. Postal Service can deposit their mail. They believe that the reconstruction of the docks and the redevelopment of the property at 95 Mechanic Street would readily accommodate their needs within the traditional, and hopefully future, uses of the property.

August 31, 2016
Page 2

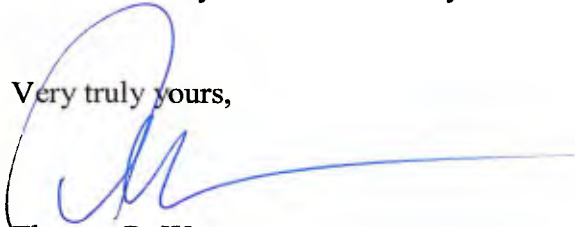
Mr. & Ms. Lassen are willing to pay fair consideration for such an arrangement and are flexible in how the consideration is paid to accommodate the City's plans and needs for the reconstruction of the docks and redevelopment of the property. In light of the fact the City's about to initiate the reconstruction project, we believe that now is the appropriate time to discuss a formal arrangement and, hopefully, work out the details of an agreement.

Toward that end, we request that this proposal be presented to the City Council for its consideration at its next meeting. If the Council is in agreement with our request, we would be happy to work out the details of the arrangement with the City Manager, subject to final approval by the Council.

Should you have any questions concerning this request, please do not hesitate to contact me. Also, I would be happy to attend the Council meeting at which this proposal is considered to answer questions of its members.

Thank you in advance for your consideration.

Very truly yours,




Thomas R. Watson

TRW/va

Cc: Charles L. Lassen
John P. Bohenko

**CITY OF PORTSMOUTH
PORTSMOUTH, NH 03801**

Office of the City Manager

Date: September 1, 2016
To: Honorable Mayor Jack Blalock and City Council Members
From: John P. Bohenko, City Manager 
Re: City Manager's Comments on September 6, 2016 City Council Agenda

5:30 p.m. - Public Use and Viewing for Eminent Domain Purposes Property at 150 Greenleaf Avenue Map 243 Lot 067

6:30 p.m. - Non-meeting with counsel in accordance with RSA 91-A:2,I (b) regarding litigation

For details on this matter, please refer to the confidential envelope inserted in the inside pocket of your binder.

Presentations:

1. **Water Restrictions.** Brian Goetz, Deputy Public Works Director, will update the City Council on Tuesday evening regarding water restrictions ([see attached](#)).

I recommend the City Council move to authorize the City Manager to enact an outside water ban, and further, to give the City Manager the authority to take whatever action necessary to enforce the water ban.

2. **Sustainability Committee.** On Tuesday evening, the members of the Sustainability Committee will make a presentation regarding ongoing and future sustainability initiatives.

Items Which Require Action Under Other Sections of the Agenda:

1. Public Hearing:

- 1.1 **Public Necessity Hearing to Acquire a Portion of Property at 150 Greenleaf Avenue by Eminent Domain.** City Attorney Robert Sullivan, Deputy City Attorney Suzanne Woodland and Attorney Charles Bauer, as outside counsel, will make a presentation as part of the public hearing for a proposed eminent domain action concerning a portion of the property at 150 Greenleaf Avenue.

For the City Council's consideration is the legal acquisition by eminent domain of approximately 4.6 acres of a 13.78 acre parcel through which a municipal sewer line, installed within a berm, was constructed by the City in 1967 and 1968. The parcel is owned by the 150 Greenleaf Avenue Trust, James Boyle, Trustee. The proposed area with municipal structure to be acquired is shown on the plan included with the proposed City Council Resolution.

The presentation will include an overview of the alleged defects in permanent rights for the City to maintain the sewer line in its current configuration within the berm which runs through the historically swampy area. The presentation will also address the public use, public necessity, and public benefit for such action, weighing the needs of the City with the rights of the landowner.

The public sewer line serves, and has served for nearly 50 years, the Lois Street residential neighborhood and a portion of Middle Road including the Riverbrook Condominiums. The historically swampy wetlands area also serves, and has served the public, to detain storm water as a low point in the area. The landowner will continue to fully own and operate an automotive dealership on the remaining fully developed portion of the property. The landowner will be reasonably and justly compensated for the proposed acquisition.

As will be explained further as part of the presentation, this hearing is part of the legal due process and procedures required by New Hampshire statutes for the eminent domain acquisition of property. That due process includes an appraisal, a copy of which is provided to the property owner. This step has been completed and the appraisal report has been posted to the City's website.

The appraisal report provides two methodologies for determining value of the property to be acquired. Using the method most favorable to the landowner, the City would propose to offer to the landowner \$345,000 to acquire the parcel for public use. The estimated costs of removing and replacing the sewer line for continued municipal services to residents and landowners, which would require state and local approvals, would greatly exceed the acquisition expense.

If the City Council elects to proceed with the eminent domain, there will be a 60 to 90 day period of negotiation and statutorily required notices to various parties. Within the statutory structure, the landowner will have the opportunity to challenge the public use, public necessity, public benefit, and just compensation.

[Attached is the proposed Resolution for the City Council's adoption with attached plan.](#)

The City Legal team recommends the City Council move to adopt the Resolution entitled "Regarding the Public Necessity for the City to Condemn Certain Property Located at 150 Greenleaf Avenue Portsmouth New Hampshire for Sewer, Drainage, and Stormwater Purposes with Just Compensation to the Landowner." Action on this matter should take place under Section IX of the Agenda.

2. **Public Hearing and Adoption of Resolution:**

- 2.1 **Public Hearing and Adoption of a Resolution authorizing a Supplemental Appropriation in the amount of Two Hundred One Thousand (\$201,000) Dollars from Unassigned Fund Balance for Necessary Expenditures Related to Contractual Obligations.** The [attached Resolution](#) is for a supplemental appropriation for FY17 to fund the police and fire collective bargaining agreements. In accordance with the City Charter, the City Council may approve a supplemental appropriation from Unassigned Fund Balance.

The Police Chief will be making a presentation regarding this matter.

I recommend the City Council move to adopt the Resolution authorizing a Supplemental Appropriation in the amount of Two Hundred One Thousand (\$201,000) Dollars from Unassigned Fund Balance for Necessary Expenditures Related to Contractual Obligations, as presented. Action on this matter should take place under Section IX of the Agenda. (Two-thirds vote is required.)

Acceptance of Grants and Donations:

1. **Acceptance of Grant for Household Hazardous Waste Collection.** As you are aware, \$40,000 has been committed from the Water & Sewer Enterprise Fund for two household hazardous waste collection events in the FY 2017 budget.

Household hazardous waste collection events help protect our water supply and reduce the potential of hazardous waste being dumped or inappropriately disposed of. In the interest of protecting public health and ensuring household hazardous waste and unwanted household hazardous products are disposed of in an environmentally sound manner, the City has been hosting the collection event for more than thirteen years. Over 200,000 gallons of hazardous waste have been properly disposed of during this time. An average of 675 families take advantage of the collection events every year.

In the spirit of being a good neighbor, the City also offers the services to residents of Greenland. The expenses are shared between the communities on a prorated basis - per vehicle per community. A grant in the amount of \$4,660.00 from the Department of Environmental Services (DES) has been applied for and is available to the City to assist in managing the cost of these events ([see attached](#)). This grant would supplement the City funds proposed in the FY 2017 budget.

I recommend the City Council move to accept and expend a \$4,660.00 DES grant for the purpose of household hazardous waste collection events and authorize the City Manager to execute any documents which may be necessary for this grant contract. Action on this matter should take place under Section VIII of the Agenda.

2. **Acceptance of Edward Byrne Memorial Justice Assistant Grant (JAG).** [Attached under Section VIII of the Agenda is a memorandum](#), dated August 12, 2016 from Brenna Cavanaugh, Chair of the Portsmouth Police Commissioners, and Police Chief David J. Mara, requesting that the City Council approve the following grant:

- a) Edward Byrne memorial JAG Grant. The total amount awarded to Rockingham County is \$24,972. Portsmouth's portion will be \$10,182. The Police Department's grant allotment will be used for the development of evaluative standards.

The Police Commission submits the information to the City Council pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their next meeting.

I recommend the City Council move to accept and approve the grant to the Portsmouth Police Department in the amount of \$10,182. Action on this matter should take place under Section VIII of the Agenda.

City Manager's Items Which Require Action:

1. **Request for Approval of a Proposed Agreement between the City of Portsmouth Police Commission and the Portsmouth Police Patrolman's Union, NEPBA Local #11.** The Police Commission has approved a Tentative Agreement with the Portsmouth Police Patrolman's Union, NEPBA Local #11 to expire on June 30, 2018.

[For your information and to facilitate discussion regarding this matter, attached are the following documents:](#)

- [A letter from Tom Closson, City Negotiator outlining the changes to the Portsmouth Police Patrolman's Union, NEPBA, Local #11 contract.](#)
- [The Portsmouth Police Patrolman's Union, NEPBA, Local #11 contract showing the insertions and deletions to implement the Tentative Agreement if approved.](#)
- [Cost Analysis of the four \(4\) year agreement.](#)

Also, this proposed Agreement is posted on the city's Website at:

<http://www.cityofportsmouth.com/hr/contracts/Police/DraftPolicecontract%20exp.%206-18.pdf>

Move to accept the proposed contract between the Portsmouth Police Commission and the Portsmouth Police Patrolman's Union, NEPBA, Local #11, to expire on June 30, 2018

2. **Request for Approval of a Proposed Agreement between the City of Portsmouth Police Commission and the Portsmouth Police Ranking Officers' Association.** The Police Commission has approved a Tentative Agreement with the Portsmouth Police Ranking Officers' Association.

For your information and to facilitate discussion regarding this matter, attached are the following documents:

- A letter from Tom Closson, City Negotiator outlining the changes to the Portsmouth Police Ranking Officers' contract.
- The Portsmouth Police Ranking Officers' contract showing the insertions and deletions to implement the Tentative Agreement if approved.
- Cost Analysis of the four (4) year agreement.

Also, this proposed Agreement is posted on the city's Website at:

<http://www.cityofportsmouth.com/hr/contracts/Police/DraftRankingOfficersAssociation-exp6-30-18.pdf>

Move to accept the proposed contract between the Portsmouth Police Commission and the Portsmouth Police Ranking Officers' Association, to expire on June 30, 2018

3. **Request for Approval of a Proposed Agreement between the City of Portsmouth Fire Commission and the Portsmouth Professional Fire Officers' Association.** The Portsmouth Fire Commission has approved a Tentative Agreement with the Portsmouth Professional Fire Officers' Association.

For your information and to facilitate discussion regarding this matter, attached are the following documents:

- A letter from Tom Closson, City Negotiator outlining the changes to the Portsmouth Professional Fire Officers' Association contract.
- The Portsmouth Professional Fire Officers' Association contract showing the insertions and deletions to implement the Tentative Agreement if approved.
- Cost Analysis of the four (4) year agreement.

Also, this proposed Agreement is posted on the city's Website at:
<http://www.cityofportsmouth.com/hr/contracts/Fire/DraftFire%20OfficersAssociation-exp6-30-18.pdf>

Move to accept the proposed contract between the Portsmouth Fire Commission and the Portsmouth Professional Fire Officers' Association, to expire on June 30, 2018

4. **Proposed Acceptance of a Permanent Easement from the Portsmouth Housing Authority for Construction of a Sidewalk and Multi-use Path on Gosling Road.** The City has designed a project to create a sidewalk and multi-use path along the south side of Gosling Road from the Motel 6 driveway to Woodbury Avenue in order to increase pedestrian and bicyclist safety along this busy corridor. These improvements are recommended in the City's 2014 Bicycle and Pedestrian Plan and are included in the FY 2017-2022 Capital Improvement Plan.

A portion of the project abuts property owned by the Portsmouth Housing Authority, and a permanent easement from the Housing Authority is required in order to construct the proposed improvements. The proposed easement consists of approximately 5,542 square feet on Housing Authority property along the Gosling Road right-of-way, [as shown on the attached Easement Plan \(2 sheets\)](#).

At its meeting on August 18, 2016, the Planning Board reviewed the proposal and voted unanimously to recommend that the easement be acquired as proposed.

I recommend the City Council move to approve the Planning Board's recommendation to accept this easement granted to the City by Portsmouth Housing Authority.

5. **Report Back from Planning Board Re: Proposed Acquisition of Land from the Foundation for Seacoast Health.** At its meeting on August 1, 2016, the City Council voted to refer to the Planning Board a proposal to acquire approximately 50 acres of land from the Foundation for Seacoast Health. The land that is proposed to be acquired is a portion of the Community Campus, and will be used for expanding the existing Recycling Center, creating a multi-field recreation complex, and ensuring protection of valuable wetland and open space.

The Planning Board reviewed this matter at its meeting on August 18, 2016, and voted unanimously to recommend that the land be acquired as proposed.

I recommend the City Council move to approve the Planning Board's recommendation to acquire the land from the Foundation for Seacoast Health.

6. **Report Back Re: Construction of a Tidal Docking Structure within the Ridge Court Right-of-Way and Right-of-Way Setback.** As you will recall, at the August 1, 2016 City Council meeting, the Council referred the [attached request from Zachary Taylor on behalf of Stephen and Karin Bamdollar](#) for the construction of a tidal docking structure within the Ridges Court right-of-way and right-of-way setback, to the Conservation Commission for report back to the City Council.

At its August 10, 2016 meeting, the Conservation Commission reviewed the letter from Riverside & Pickering Marine on behalf of Stephen and Karin Bamdollar requesting permission to build a new dock across the extension of the City's right-of-way from Ridges Court.

The applicant provided a complete application for their wetland permit including information which supported the proposed dock location. On behalf of the Bamdollars, Riverside & Pickering Marine stated that by utilizing the proposed location they would not block navigational access to the cove to the West of their property, they would be able to put in a smaller docking structure with less impact to the marsh, and the proposed location would avoid a mitigation area constructed by the Bamdollars to offset past impacts to the tidal buffer zone.

After reviewing the project plans and hearing the presentation by Riverside & Pickering Marine, the Conservation Commission supported the proposal to put the dock in the proposed location. The Commission thought there would be less impact to the fringing saltmarsh vegetation, improved chances for the mitigation area approved in 2011 to succeed, and reduced navigational impacts and conflicts to small craft users of the area.

The Conservation Commission acknowledged that their interpretation of the impacts was limited to environmental considerations. The Commission suggested that any impacts to the public interest that may occur due to the location of a dock in this extended right-of-way area would be better addressed by the Portsmouth City Council.

I recommend the City Council move to accept the recommendation of the Conservation Commission regarding Ridges Court.

7. **Request for First Reading of Demolition Ordinance.** [Attached is a draft revision to the existing demolition ordinance](#) (City Ordinances, Chapter 14 – Housing Code, Article II – Demolition). This revision has been prepared in response to a referral by the City Council at its meeting on February 1, 2016.

The draft revised ordinance provides for additional review, including a public hearing, whenever demolition is proposed for a building that is more than 50 years old. The purpose of this additional review is to allow for a determination as to whether the building has historic, architectural or community value, and for identification of alternatives to demolition. Where no such alternatives are identified or acceptable to the owner, the draft ordinance requires documentation in the form of photographs and measured drawings, and encourages salvage of historic building elements.

A draft of the revised ordinance was provided to Portsmouth Advocates for review, and the current document incorporates several changes suggested by the Advocates, including posting of notices on the City's website in addition to the newspaper.

I recommend the City Council move to authorize the City Manager to bring back the proposed Ordinance for first reading at the September 19, 2016 City council meeting, as presented.

Informational Items:

1. **Events Listing.** For your information, [attached is a copy of the Events Listing](#) updated after the last City Council meeting on August 15, 2016. In addition, this can be found on the City's website.
2. **Report Back Re: 1900 Lafayette Service Road.** On June 21, 2016 the property owner at 1900 Lafayette Road submitted a formal request to the City to take ownership of a private service road that runs parallel to Route 1 between the ends of West Road. This private service road was built over time as the lots were developed with 1900 Lafayette being the final section completing the road. This service road was required as part of site plan approvals to ensure properties along Route 1 had a safe exit alternative to turning left onto Route 1.

In response to this request the Public Works Department and Legal Department have identified the steps necessary to change the private service road to a public road. The first step is to communicate with all the property owners who have an interest in the private service road to determine they are all willing to convey the necessary legal interest to allow for the establishment of a public road; letters went out last week.

3. **2017 Schedule of City Council Meetings and Work Sessions.** For your information, I have [attached the 2017 Schedule of City Council Meetings and Work Sessions](#). We will bring back this matter at the September 19, 2016 City Council meeting for adoption.
4. **Reminder Re: September 12, 2016 City Council Work Session.** This is a reminder that there is a City Council Work Session with the Transportation Committee on Monday, September 12, 2016 at 6:30 p.m., in the Eileen Dondero Foley Council Chambers ([see attached Agenda](#)).




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ALBANY, NY	GRAND RAPIDS, MI	MORRISTOWN, NJ	RALEIGH-DURHAM, NC
ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
AUSTIN, TX	HONOLULU, HI	NORFOLK, VA	SACRAMENTO, CA
BALTIMORE, MD	HOUSTON, TX	OMAHA, NE	SAINT LOUIS, MO
BIRMINGHAM, AL	INDIANAPOLIS, IN	ORANGE COUNTY, CA	SALT LAKE CITY, UT
BOSTON, MA	JACKSONVILLE, FL	ORLANDO, FL	SAN DIEGO, CA
CHICAGO, IL	LAS VEGAS, NV	OVERLAND PARK, KS	SAN FRANCISCO, CA
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**CONFIDENTIAL - ATTORNEY-CLIENT COMMUNICATION
 EXEMPT FROM DISCLOSURE UNDER NH RSA 91-A**

TO: Mayor Blalock, Manager Bohenko and Members of the Portsmouth City Council
 FROM: Thomas M. Closson 
 DATE: August 9, 2016
 RE: Tentative Agreement – Portsmouth Police Patrolman’s Union

The Police Commission has reached a tentative agreement (“the TA”) with the Portsmouth Police Patrolman’s Union (“the Union”). The TA includes the following significant provisions:

Only changes specifically identified as having retroactive effect will be given retroactive effect.
Duration – Through June 30, 2018.
Article 9 (Residency) – Change language to “...within a thirty (30) mile radius <u>of the border</u> of the City of Portsmouth...”
Article 19 (Salaries) – Effective July 1, 2016, increase the current salary schedule by a 2% COLA. Effective upon City Council approval, increase the salary schedule by an additional 2% COLA. Effective July 1, 2017, increase the salary schedule by an additional COLA (projected 2%). Also effective July 1, 2017, add a new 8 year step and a new 16 year step to the salary schedule. Agree to create a joint labor/management committee to further review possible salary table adjustments and overtime reform in advance of the next round of negotiations.
Article 23 (Outside Work Details) – Increase rate to \$42.00 per hour.
Article 39 (Health and Welfare Insurance) – Modify to provide that: <u>“The parties’ current health insurance arrangement will remain in place until July 1,</u>

2016. For health insurance coverage effective July 1, 2016, or as soon as possible thereafter, the Union will move entirely to only the MTB20 10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost. If the premium cost paid by the City exceeds any of the threshold levels for assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax, the parties will each select a plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties."

Article 39 – (Health Insurance) - Modify the first sentence of the health insurance buyout paragraph to provide that: "The City will pay a stipend of \$500.00 per quarter to any employee who is eligible for health insurance coverage under this Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the City, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout."

Article 54 – Performance Evaluation System – Replace the last sentence with "The parties will implement and follow the attached evaluation system. Bargaining unit members who are employed by the City upon the execution of this Agreement will receive a stipend payment of \$750.00 (not added to base compensation and less all ordinary and regular withholdings) on January 1, 2017 and January 1, 2018, provided that they remain Bargaining Unit members on January 1, 2017 and January 1, 2018."

New Article – Effective July 1, 2016, adopt the Educational Incentive included in 2008-2014 Police Supervisor's collective bargaining agreement (\$500/Associate's Degree; \$1000/Bachelor's Degree; \$1500 Master's or Ph.D Degree) – payable in two installments (December and June) on terms included in the Supervisor's CBA. Include \$500 Veteran's Incentive for employees honorably discharged from Armed Forces, payable in two installments (December and June). Any Employee who is eligible for both the Educational Incentive and the Veteran's Incentive will receive only one Incentive, whichever is greater."

New Sidebar/MOU – Extend the 4/3 Trial Time Period for one year.

The TA includes significant increases in compensation. The Police Commission feels that these are appropriate and necessary to stay competitive. I am pleased that the TA also includes the health insurance concession that the City Council is seeking; includes the implementation of a comprehensive employee evaluation system; and requires the parties to continue to discuss possible wage/overtime reforms. Finally, the TA provides the Police Commission with a clear deadline by which it can lawfully review (and if necessary revoke) the so-called "4 and 3" schedule that the prior Police Commission appears to have adopted without City Council input or approval.

I look forward to meeting with you to answer any questions that you may have.

PORTSMOUTH POLICE PATROL OFFICERS - 8/10/16

Retirement Rate	25.30%	25.30%	26.38%	26.38%	26.38%
COLA			2.00%	2.00%	2.00%

CURRENT CONTRACT-LOCAL 11 GROSS BUDGET

Wages	FY14 Base Year	FY15*	FY16*	FY17*	Projected -FY18	Projected 4-Yr Total
Salary	2,450,372	2,490,177	2,496,558	2,482,534	2,540,423	10,009,691
Holiday	108,289	110,223	105,537	110,716	112,336	438,812
Longevity	12,471	14,407	14,345	13,426	14,866	57,043
Special Detail	21,261	28,584	27,639	23,387	23,387	102,997
Health Stipend	1,777	1,777	1,333	888	888	4,887
Shift Differential	-	-	-	-	-	-
Educational Stipend	-	-	-	-	-	-
Evaluation Stipend	-	-	-	-	-	-
Retirement	684,342	697,795	697,860	694,045	710,123	2,799,823
Medicare	37,615	38,355	38,358	38,149	39,033	153,895
Clothing	33,078	33,830	33,830	34,582	33,830	136,072
Total	3,349,205	3,415,148	3,415,461	3,397,727	3,474,885	13,703,221

Year-to-Year CURRENT Gross Budget Change % Change	65,943 1.97%	313 0.01%	(17,734) -0.52%	77,159 2.27%	125,680 3.75%	Total Yr-to-Yr Increase* Change FY15 to FY18 0.94% Avg % Change
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PROPOSED TENTATIVE AGREEMENT-LOCAL 11 GROSS BUDGET

Wages	FY14 Base Year	FY15*	FY16*	FY17*	Projected -FY18	Projected 4-Yr Total
Salary	2,450,372	2,490,177	2,496,558	2,606,516	2,774,339	10,367,590
Holiday	108,289	110,223	105,537	113,964	120,999	450,723
Longevity	12,471	14,407	14,345	13,969	15,776	58,496
Special Detail	21,261	28,584	27,639	24,332	24,818	105,374
Health Stipend	1,777	1,777	1,333	6,000	6,000	15,110
Shift Differential	-	-	-	-	-	-
Educational Stipend	-	-	-	34,500	34,500	69,000
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	45,500	46,000	91,500
Retirement	684,342	697,795	697,860	750,453	797,318	2,943,426
Medicare	37,615	38,355	38,358	41,249	43,825	161,788
Clothing	33,078	33,830	33,830	35,197	36,699	139,556
Total	3,349,205	3,415,148	3,415,461	3,671,681	3,900,274	14,402,563

Year-to-Year PROPOSED Gross Budget Change	65,943 1.97%	313 0.01%	256,220 7.50%	228,593 6.23%	551,069 16.45%	Total Yr-to-Yr Increase* Change FY15 to FY18 4.11% Avg % Change per yr
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BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

Wages	FY14 Base Year	FY15	FY16	FY17*	Projected -FY18	Projected 4-Yr Total
Salary	-	-	-	123,982	109,934	233,917
Holiday	-	-	-	3,248	5,415	8,663
Longevity	-	-	-	543	367	910
Special Detail	-	-	-	945	486	1,431
Health Stipend	-	-	-	5,112	-	5,112
Shift Differential	-	-	-	-	-	-
Educational Stipend	-	-	-	34,500	-	34,500
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	45,500	500	46,000
Retirement	-	-	-	56,408	30,786	87,194
Medicare	-	-	-	3,101	1,692	4,793
Clothing	-	-	-	615	2,254	2,869
TOTAL COST OF TENTATIVE AGREEMENT	-	-	-	273,954	151,435	425,389

	8.02%	4.46%	425,389 Total Yr-to-Yr Increase 12.70% Change FY15 to FY18 3.18% Avg % Change
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CUMMULATIVE TENTATIVE AGREEMENT COST

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

Wages	FY14 Base Year	FY15	FY16	FY17*	Projected -FY18	Projected 4-Yr Total
Salary	-	-	-	123,982	109,934	233,917
Holiday	-	-	-	3,248	5,415	8,663
Longevity	-	-	-	543	367	1,453
Special Detail	-	-	-	945	1,431	2,376
Health Stipend	-	-	-	5,112	5,112	10,223
Shift Differential	-	-	-	-	-	-
Educational Stipend	-	-	-	34,500	34,500	69,000
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	45,500	46,000	91,500
Retirement	-	-	-	56,408	87,194	143,603
Medicare	-	-	-	3,101	4,793	7,893
Clothing	-	-	-	615	2,869	3,484
TOTAL COST OF TENTATIVE AGREEMENT	-	-	-	273,954	425,389	699,342

	20.88% Total Cummulative FY15-FY18 5.22% Avg % Change per yr
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266,413 City Cost
- 7,541 ICAC Grant Cost
273,954 Total

266,413 City Cost
- 7,541 ICAC Grant Cost
273,954 Total

1.02 COLA-2016-Upon City Council Approval
1.02 COLA- 2016-2017
1.02 COLA- 2017-2018

CURRENT:

Scale	Annual	Bi-weekly	Daily	Hourly	OT	Difference between steps	% between Steps
Master III Step (15 yr) (3% above Master II)	60,648.06	2,332.62	233.26	29.16	43.74	1,766.44	3.00%
Master II Step (12 yr) (2.75% above Master I)	58,881.62	2,264.68	226.47	28.31	42.46	1,575.92	2.75%
Master I Step (10 yr) (7.5% above Max)	57,305.70	2,204.07	220.41	27.55	41.33	3,998.07	7.50%
Max Step (6yr)	53,307.63	2,050.29	205.03	25.63	38.44	1,300.19	2.50%
5th Step	52,007.44	2,000.29	200.03	25.00	37.51	2,322.60	4.67%
4th Step	49,684.84	1,910.96	191.10	23.89	35.83	2,080.05	4.37%
3rd Step	47,604.79	1,830.95	183.10	22.89	34.33	2,074.57	4.56%
2nd Step	45,530.22	1,751.16	175.12	21.89	32.83	1,800.32	4.12%
1st Step	43,729.90	1,681.92	168.19	21.02	31.54		

2016 - 2% Upon City Council Approval

Scale	Annual	Bi-weekly	Daily	Hourly	OT	Difference between steps	% between Steps	1st Increase over "current" scale
Master III Step (15 yr) (3% above Master II)	61,861.02	2,379.27	237.93	29.74	44.61	1,801.77	3.00%	1,212.96
Master II Step (12 yr) (2.75% above Master I)	60,059.25	2,309.97	231.00	28.87	43.31	1,607.44	2.75%	1,177.63
Master I Step (10 yr) (7.5% above Max)	58,451.81	2,248.15	224.81	28.10	42.15	4,078.03	7.50%	1,146.11
Max Step (6yr)	54,373.78	2,091.30	209.13	26.14	39.21	1,326.19	2.50%	1,066.15
5th Step	53,047.59	2,040.29	204.03	25.50	38.26	2,369.05	4.67%	1,040.15
4th Step	50,678.54	1,949.17	194.92	24.36	36.55	2,121.65	4.37%	993.70
3rd Step	48,556.89	1,867.57	186.76	23.34	35.02	2,116.06	4.56%	952.10
2nd Step	46,440.82	1,786.19	178.62	22.33	33.49	1,836.33	4.12%	910.60
1st Step	44,604.50	1,715.56	171.56	21.44	32.17			874.60

2016-2017 2% COLA (Effective 7/1/16)

Scale	Annual	Bi-weekly	Daily	Hourly	OT	Difference between steps	% between Steps	Increase over "2016" scale	Total Increase over "current" scale
Master III Step (15 yr) (3% above Master II)	63,098.24	2,426.86	242.69	30.34	45.50	1,837.80	3.00%	1,237.22	2,450.18
Master II Step (12 yr) (2.75% above Master I)	61,260.44	2,356.17	235.62	29.45	44.18	1,639.59	2.75%	1,201.19	2,376.82
Master I Step (10 yr) (7.5% above Max)	59,620.85	2,293.11	229.31	28.66	43.00	4,159.59	7.50%	1,169.04	2,315.15
Max Step (6yr)	55,461.26	2,133.13	213.31	26.66	40.00	1,352.72	2.50%	1,087.48	2,153.63
5th Step	54,108.54	2,081.10	208.11	26.01	39.02	2,416.43	4.67%	1,060.95	2,101.10
4th Step	51,692.11	1,988.16	198.82	24.85	37.28	2,164.08	4.37%	1,013.57	2,007.27
3rd Step	49,528.02	1,904.92	190.49	23.81	35.72	2,158.38	4.56%	971.14	1,923.23
2nd Step	47,369.64	1,821.91	182.19	22.77	34.16	1,873.05	4.12%	928.82	1,839.42
1st Step	45,496.59	1,749.87	174.99	21.87	32.81			892.09	1,766.69

2017-2018 Projected 2% COLA (Effective 7/1/17)

Scale	Annual	Bi-weekly	Daily	Hourly	OT	Difference between steps	% between Steps	Increase over "2007" scale	Total Increase over "current" scale
Master IV Step (15yr)	66,560.00	2,560.00	256.00	32.00	48.00	2,199.79	3.42%	1,261.96	3,712.15
Master III Step (15 yr) (3% above Master II)	64,360.21	2,475.39	247.54	30.94	46.41	1,874.56	3.00%	1,225.21	3,604.03
Master II Step (12 yr) (2.75% above Master I)	62,485.65	2,403.29	240.33	30.04	45.06	1,672.38	2.75%	1,192.42	3,507.57
Master I Step (10 yr) (3.61% above Max)	60,813.27	2,338.97	233.90	29.24	43.86	2,121.39	3.61%	1,109.23	3,183.27
Max 2 Step (8yr)	58,691.88	2,257.38	225.74	28.22	42.33	1,379.77	2.50%	1,082.17	3,041.11
Max Step (6yr)	56,570.48	2,175.79	217.58	27.20	40.80	2,464.76	4.67%	1,033.84	2,913.79
5th Step	55,190.71	2,122.72	212.27	26.53	39.80	2,207.37	4.37%	990.56	2,786.81
4th Step	52,725.95	2,027.92	202.79	25.35	38.02	2,201.55	4.56%	947.39	2,676.62
3rd Step	50,518.58	1,943.02	194.30	24.29	36.43	1,910.51	4.12%		
2nd Step	48,317.03	1,858.35	185.83	23.23	34.84				
1st Step	46,406.52	1,784.87	178.49	22.31	33.47				

EXHIBIT 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PORTSMOUTH POLICE PATROLMAN'S UNION (NEBPA LOCAL #11)
AND THE PORTSMOUTH POLICE COMMISSION**

This Memo of Understanding (MOU) provides guidelines for the continuing patrol officer shift pick, for a 4 and 3 work schedule.

HOURS OF DUTY

1. The patrol officer shift pick will be set up so that patrol officers shall work four (4) ten (10) hour days in succession, to be followed by three (3) consecutive days off. The days off will vary based on the schedule submitted to the Chief of Police by the Captain.

OVERTIME

2. Because the patrol officers will be working a ten (10) hour workday and will work beyond eight (8) hours in a scheduled work day, both sides agree officers will not be eligible for overtime for the two additional hours of each shift. Overtime will be triggered for any time worked after the 10th hour of a scheduled shift. The remaining contract language in Section 21 shall apply. The Parties to this MOU agree that no additional cost to the police department will be incurred as a result of the schedule change.

HOLIDAY

3. For the duration of this MOU, both sides agree that in reference to holiday pay, the word day is equivalent to eight (8) hours for determining holiday pay.

LEAVE TIME

4. **Accrued**
For the duration of this MOU, both sides agree that in any reference in the Local 11 contract to accrued annual, sick or personal "days", that the word "day" is equivalent to eight (8) hours. By way of this MOU, patrol officers shall receive four (4) "days"/32 hours of personal time annually, 1.25 "days"/10 hours sick time monthly, and annual accrual consistent with eight (8) hour per "day"/years of service. For example: Ten (10) days/80 hours annual after completion of first year.

Used

Usage of any type of leave will reflect actual hours taken (in defined increments). For example: If a patrol officer takes one scheduled shift off during this trial period, s/he would have to use ten (10) hours of the leave type chosen from his/her leave accounts in order to cover the full shift.

MINIMUM MANNING

- 5. The Department has no current intent on modifying existing minimum manning guidelines, which the patrol division currently operates under.

TRAINING

- 6. Both sides agree that a training "day" is traditionally equivalent to an eight (8) hour time block. However, under the ten (10) hour shift schedule, if a patrol officer attends eight (8) hours of training, s/he will be obligated – if practical – to physically complete the remaining two (2) hours of the shift at the police station. The officer may complete the remaining two hours of the shift by completing case management, physical training, or other approved activity. Any and all of which must be approved by the shift commander, or the Personnel and Training Division.

Both parties also agree that if the eight (8) hours of training extends to nine (9) or ten (10) hours, due to prolonged training, or due to travel time, then patrol officers shall not be eligible for overtime. Patrol officers will only be eligible for overtime if the training day exceeds ten (10) hours on that day.

It is understood by both parties that if an officer attends a week long training session, their normal 4 and 3 work schedule will revert back to a 5 and 2 schedule for that training period only. Any work or travel time that extends beyond the eight (8) hour training day will be considered overtime for the purpose of the training week only.

4/3 TRIAL PERIOD

- 7. Both sides are in agreement that this schedule shall continue on a trial basis through June 30, 2017 only and shall not be considered as precedent-setting in any way.

This MOU shall be considered null and void if either party decides to discontinue the 4 and 3 schedule at the end of the trial period. If that occurs, both sides agree that the 5 and 2 schedule will go back into effect at the next shift rotation.

This agreement requires approval by the Portsmouth Police Patrolman's Union (NEBPA Local 11) and the Police Commission.

Signed this _____ day of _____, 2016.

Chairman, Portsmouth Police Commission

President, Local 11

Chief of Police
4828-5073-6434, v. 1

Vice President, Local 11

**WORKING AGREEMENT
BETWEEN
THE PORTSMOUTH POLICE COMMISSION
AND
PORTSMOUTH POLICE PATROLMAN'S UNION, NEPBA
LOCAL #11**

JULY 01, 200814 TO JUNE 30, 20148

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1. PREAMBLE

The PORTSMOUTH POLICE COMMISSION, hereinafter referred to as the COMMISSION, and the PORTSMOUTH POLICE PATROLMAN'S UNION, LOCAL #11, hereinafter referred to as the UNION in order to arrange and maintain fair and equitable earnings, uniform labor standards and rates and operating conditions, and to promote fair and amicable means of adjustment of any and all disputes which may arise between the parties hereto, and to continue the harmonious relationship which exists between the Police Department and its permanent employees, and to promote the morale, equal rights and opportunities, the well-being and security of the Police and the citizens of the City of Portsmouth, the COMMISSION and UNION AGREE AS FOLLOWS: (Amended: February 19, 1987)

2. RECOGNITION

The Commission recognizes the UNION as the sole and exclusive bargaining agent for all permanent members of the Portsmouth Police Department but excluding all members above the rank of Patrol Officer and Parking Enforcement Officers and all civilian employees who are not employed as police officers of the Department, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Nothing in this agreement shall deprive or limit any member of the Portsmouth Police Department or of the UNION in the exercise of any rights, powers and liberties granted them by the laws of the State of New Hampshire or of the United States of America. The Union shall not post any materials which are obscene, defamatory, or impair the operation of the Police administration, the City or the Police Department. (Amended October 6, 2003)

3. UNION SECURITY

Any member of the Portsmouth Police Department below the rank of Sergeant who is a member of the UNION, as of the date of the signing of this Agreement, and any member of the Portsmouth Police Department who becomes a member of the UNION during the term of this Agreement, shall remain a member of the UNION for the duration of this Agreement except upon termination of employment or upon resignation from the UNION during a fifteen (15) day 'window period' from August 1 to August 15 of the first year of this agreement and its successor agreements. If the parties have not effectuated an agreement by August 1 of the first year of that agreement's term, the window period for the resignation shall be for fifteen (15) days beginning with the date that the parties effectuate such agreement.

Any member of the bargaining unit who resigns from UNION membership, in accordance with the provisions here and above, shall be required to pay to the UNION an agency fee equal to ninety-five percent (95%) of the membership dues, as his/her fair share of the costs of negotiating and administering the agreement, so long as this percentage accurately reflects the cost of UNION representation. Payment of the agency fee shall begin fifteen (15) days after the resignation of UNION membership and payments shall be deducted in the same manner as UNION dues. (Amended: February 19, 1987) (Amended: April 10, 1990)

4. MANAGEMENT RIGHTS

The COMMISSION, through the Chief of Police, retains the rights to issue rules, regulations, and Departmental policies governing the internal conduct of the Police Department. All the rights, responsibilities and prerogatives that are inherent in the COMMISSION or the Chief of Police by virtue of statutory or charter provisions cannot be subject to any grievance or arbitration proceeding. Without

limiting the foregoing, the Commission, through the Chief of Police and the command structure, shall retain the full authority to determine and alter beat boundaries to meet the safety needs of the City. (Amended October 6, 2003).

5. EMPLOYEE RIGHTS

The COMMISSION and the Police Department agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the UNION, or to discriminate against any employee because he or she has given testimony, or taken part in a grievance procedure, or proceedings of the UNION. It is agreed that an employee shall not be transferred or reassigned unjustly or unreasonably and that no permanent employee shall be disciplined except for just cause, and that any and all disciplinary actions taken against any member of the Portsmouth Police Department covered by this Agreement will be subject to the grievance procedure. (Amended October 6, 2003).

6. FAIR PRACTICES

The COMMISSION and the Police Department and the UNION reaffirm and will maintain the policy not to discriminate against any person because of sex, race, creed, color, national origin, marital status, sexual orientation, Vietnam era Veteran status, disability or participation in UNION activities and affairs. (Amended: April 10, 1990, October 6, 2003)

7. MANAGEMENT - LABOR MEETINGS

(A) The COMMISSION and the UNION shall meet at reasonable times and places to negotiate changes in this and successor Agreements. No more than three (3) officers shall be designated for such negotiation purposes, and they shall suffer no loss of pay in attending such meetings.

(B) Grievance meetings with the COMMISSION and/or the Chief of Police shall be held during mutually satisfactory time periods. No more than two (2) officers, including the grievant, shall attend such meetings without loss of pay. (Amended: February 19, 1987) (Amended: April 10, 1990)

(C) Officers who are off duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, but off-duty officers are entitled to compensation for attending negotiations and management-labor meetings. (Amended October 6, 2003).

8. NEW EMPLOYEES

All new police officers shall serve a probationary period of twelve (12) months as a full-time police officer. Probationary officers are considered at will employees and can be terminated without cause at any point in the probationary period. Probationary officers may not contest termination through the grievance procedure of this Agreement nor through the New Hampshire Public Employee Labor Relations Board on the ground of breach of contract, although other statutory challenges to termination remain available to the probationary employee. Probationary employees will be designated TBA and will not be eligible for shift pick. All police officers who have satisfactorily completed the probationary period shall be known as "Permanent Police Officers" and the time spent on probation shall be considered as a portion of seniority. Permanent employees may, upon completion of their probationary period, become members of the UNION and shall come under the terms of this Agreement. The department will make available to UNION officers departmental copying equipment on an as needed

basis for making copies of the labor Agreement for distribution to its members and to newly hired police officers. (1 Amended: July 01, 1974); (2 Amended: February 19, 1987); (3 Amended: April 10, 1990) (4. Amended October 6, 2003)

9. RESIDENCY

As a condition of employment, all patrol officers will be domiciled to within a thirty (30) mile radius of the ~~Portsmouth Police Department border of the City of Portsmouth~~ and shall remain domiciled within that radius during their term of employment. Newly hired patrol officers shall, within six (6) months of employment, become domiciled to within a thirty (30) mile radius of the Portsmouth Police Department and shall remain domiciled within that radius during their term of employment. (Amended: July 01, 1985, October 6, 2003).

10. SENIORITY

The seniority of a police officer shall be determined by the length of time the officer has been a member of the Police Department, including time served in a probationary status, and in the event the officer is a rehired employee as stated in Section 11. In the event that more than one (1) employee was employed on the same date, then the seniority and shield numbers shall be determined according to the grade received on their written entrance examination. If two (2) or more employees receive the same grade, then a supplementary examination shall be given. The officer receiving the highest mark shall have seniority over the officer receiving the next lower mark, and shall continue down the line until all officers have been assigned a position in Seniority. The lowest number, being number one (1), shall be assigned to the most senior officer, and the remaining shield numbers shall be issued numerically by seniority to all other police officers. (Amended: July 01, 1982, October 6, 2003)

11. REHIRED EMPLOYEES

Any rehired employee who has already completed a probationary period shall not be required to serve another probationary period if rehired within an eighteen (18)-month period from the date he or she terminated employment. Seniority shall be restored except for the time not employed by the Department and the rate of pay shall be determined by the COMMISSION. (Amended: July 01, 1982, October 6, 2003)

12. SENIORITY LISTS

A. The Police Department shall establish a seniority list and it shall be posted as changes are made. Any objection to the list as posted shall be reported within ten (10) days of said posting, or it shall stand approved. Seniority time, as stated in Section 10 of this Agreement, shall commence from the first day of employment as a probationary officer on a full-time basis.

B. The seniority list for Special Detail is to be incorporated in the primary seniority listing. Special Detail employees shall be allowed to participate in all competitive examinations for which they are otherwise eligible. In the event that Special Detail positions are eliminated, requiring return to uniform of one (1) or more Special Detail employees such return to uniform shall be in inverse order of Special Detail seniority. Special Detail employees returned to duty as a patrol officer shall not be entitled to the Special Detail stipend, but will receive a pro-rated payment for all time served in Special Detail.

C. A Special Detail officer returned to uniform due to a reduction in force shall have recall rights to Special Detail positions for two (2) years, or until he/she is returned to a Special Detail position, whichever occurs first. (Amended: April 10, 1990, October 6, 2003).

13. VACANCIES

Vacancies in the position of Patrol Officer and Special Details shall be filled as soon as practicable as determined by the Chief of Police. (Amended October 6, 2003).

14. SPECIAL DETAILS AND CANINE HANDLERS

A. Any positions or assignments in the Police Department not subject to regular shift rotation shall be considered as a "SPECIAL DETAIL," involving an increase in compensation and shall be open to competitive examination. Any officer of the Police Department having completed two (2) consecutive years of service on the date of the examination or before, shall be considered an eligible candidate to take part in an examination for the position, as per Section 16 of this Agreement. (Amended: July 01, 1982) (Amended: February 19, 1987) (Amended March 19, 1999) (Amended October 6, 2003).

B. Effective January 1, 2004, Canine handlers will be paid four (4) hours of overtime per week for the care, feeding and training of the dog.

1. Officers with two years of consecutive service on or before the date of the examination shall be considered eligible to take part in the examination and/or assessment center for this position, as per section sixteen of the contract. Applicants will appear before an oral board of certified canine handlers and instructors, who will make their recommendations to the Chief of Police and the Board of Police Commissioners for appointment. Applicants must own or reside at a property that is suitable for the care and maintenance of a police canine.

2. Candidates on the K-9 list will have no standing on the Special Detail list unless they have successfully completed the candidate process for a Special Detail position. (Grandfather Clause: Officers Mansfield and Black shall have the right to a Special Detail vacancy if, for any reason, they no longer have a canine and are therefore unable to continue as part of the K-9 unit.)

3. In the event of a reduction in force, K-9 officers shall not be considered "Detectives" for purposes of personnel reduction.

4. Officers assigned to the K-9 Unit will not be subject to normal shift rotation. The K-9 officers will be assigned to the Bureau of Patrol Services. Duty hours will be arranged by management based on the number of canine teams and support needs. On shift, K-9 officers will be assigned as "TBA", (To Be Announced), and utilized to fill vacancies in the shift assignments. The administration will have the ability to adjust their hours and days off.

15. PROMOTION TO SERGEANT

Vacancies in the Sergeant ranks will be posted and members having completed five (5) years of continuous service or more at the time of the test shall be permitted to sign up for participation in a competitive examination as per Section 16. All appointments and promotions up to and including the rank of Sergeant, shall be made from the ranks of the Department and not from an outside source.

16. PROMOTIONS

Promotions in the Portsmouth Police Department for the rank of Sergeant, or for vacancies in any Special Details, shall be made by the COMMISSION from a list of candidates who have successfully passed the following requirements:

A. They must have fulfilled the time requirements as stated in Section 14 and 15, and have successfully completed a written examination and assessment center.

B. A candidate for promotion must receive a passing score on the written portion of the examination before being allowed to continue to participate in the assessment center. The passing score shall be posted prior to the testing procedures.

C. After both the written examination and assessment center have been completed, the written portion will carry sixty percent (60%) of the weighted score and the assessment center forty percent (40%). An assessment center involves the performance-based appraisal of the candidates through a practical exercise process. Candidates are evaluated by a team of appraisers who are trained to conduct a series of exercises that reflect the duties required of the position being sought by the candidates for promotion.

D. Seniority shall be included in the total score, and shall be computed as follows:

D.1 In the case of any officer having completed six (6) years or more of continuous service, he/she shall receive one (1) point for each year of seniority accrued from six (6) years to the end of the tenth (10th) year.

D.2 He/she shall receive an additional point for each five (5) years completed after ten (10) years, as indicated in the following:

6 years:	1 point
7 years:	2 points
8 years:	3 points
9 years:	4 points
10 years:	5 points
15 years:	6 points
20 years:	7 points
25 years:	8 points
30 years:	9 points
etc.	

These points will be added to the examination scores, and shall count in determining his/her position on the established list. The COMMISSION may make an appointment from any one of the top three (3) candidates. In the event that an officer who is ranked amongst the top three (3) scorers on the Availability List, chooses to remove him or herself from the candidacy for a particular position, his/her

candidacy slot shall be filled by an officer desiring to be a candidate, who scored the next highest on the Eligibility Listing. Officers not desiring to be considered a candidate for a particular promotion, shall retain his/her numerical position on the Availability Listing, until said Listing is replaced. This Availability List will remain in effect no more than two (2) years from the date of the exam, or until repealed by the COMMISSION. A new list will be posted and exams given prior to the expiration of the Availability List. Any officer whose name is still on the List at the time of its expiration, shall then be required to take part in the next exam to have his/her name again placed on the Availability List. Notice of all exams, including the areas to be tested, materials for review, numbers of positions to be filled, when possible, and the list of eligible officers shall be posted at a reasonable time prior to the examination date. (Amended: July 01, 1980) (Amended: February 19, 1987)

17. PERSONNEL REDUCTION

In the case of a reduction in the ranks of the Police Department, employees with the least seniority will be first to terminate their employment or be temporarily laid off. Rehiring will be done opposite the laying-off procedure, in that, the officer laid off last because of higher seniority will be the first rehired. Should he/she refuse for whatever reason, he/she will lose all seniority and be placed at the bottom of the re-hiring list. Rehire rights shall expire two (2) years after the date of lay-off. (Amended October, 1994, October 6, 2003).

18. TEMPORARY SERVICE OUT-OF-RANK

Members of the Police Department who are designated to assume the duties and responsibilities of a higher rank shall be compensated for this service at the same rate of pay as the person for whom they are filling in. Such higher rate shall apply for all the time spent in this position providing that a vacancy exists in that rank.

19. SALARIES

The following salary schedules shall apply to the officers covered by this Working Agreement:

POLICE OFFICER

July 1, 2007 - December 31, 2011

BI-

POSITION		SALARY	WEEKLY	HOLIDAY/DAILY	HOURLY	OVERTIME
MASTER PATROL						
II	12 Years	54,886.07	2,111.00	211.10	26.39	39.58
MASTER PATROL	10 Years	53,417.09	2,054.50	205.45	25.68	38.52
MAXIMUM	6 Years	49,690.32	1,911.17	191.12	23.89	35.83
PATROL 5TH	42 Months	48,478.36	1,864.55	186.46	23.31	34.96
PATROL 4TH	30 Months	46,313.36	1,781.28	178.13	22.27	33.40
PATROL 3RD	18 Months	44,374.46	1,706.71	170.67	21.33	32.00
PATROL 2ND	6 Months	42,440.66	1,632.33	163.23	20.40	30.61
PATROL 1ST	Date of hire	40,762.51	1,567.79	156.78	19.60	29.40

January 1, 2012—June 30, 2012

POSITION	SALARY	BI-WEEKLY	HOLIDAY/DAILY	HOURLY	OVERTIME
MASTER PATROL II	\$56,219.80	\$ 2,162.30	\$ 216.23	\$ 27.03	\$ 40.54
MASTER PATROL	\$54,715.13	\$ 2,104.43	\$ 210.44	\$ 26.31	\$ 39.46
MAXIMUM	\$50,897.79	\$ 1,957.61	\$ 195.76	\$ 24.47	\$ 36.71
PATROL 5TH	\$49,656.38	\$ 1,909.86	\$ 190.99	\$ 23.87	\$ 35.81
PATROL 4TH	\$47,438.77	\$ 1,824.57	\$ 182.46	\$ 22.81	\$ 34.21
PATROL 3RD	\$45,452.76	\$ 1,748.18	\$ 174.82	\$ 21.85	\$ 32.78
PATROL 2ND	\$43,471.97	\$ 1,672.00	\$ 167.20	\$ 20.90	\$ 31.35
PATROL 1ST	\$41,753.04	\$ 1,605.89	\$ 160.59	\$ 20.07	\$ 30.11

July 1, 2012—June 30, 2013

POSITION	SALARY	BI-WEEKLY	HOLIDAY/DAILY	HOURLY	OVERTIME
MASTER PATROL II	\$57,591.56	\$ 2,216.06	\$ 221.51	\$ 27.69	\$ 41.53
MASTER PATROL	\$56,050.17	\$ 2,155.78	\$ 215.58	\$ 26.95	\$ 40.42
MAXIMUM	\$52,139.70	\$ 2,005.37	\$ 200.54	\$ 25.07	\$ 37.60
PATROL 5TH	\$50,868.00	\$ 1,956.46	\$ 195.65	\$ 24.46	\$ 36.68
PATROL 4TH	\$48,596.28	\$ 1,869.09	\$ 186.91	\$ 23.36	\$ 35.05
PATROL 3RD	\$46,561.81	\$ 1,790.84	\$ 179.08	\$ 22.39	\$ 33.58
PATROL 2ND	\$44,532.68	\$ 1,712.80	\$ 171.28	\$ 21.41	\$ 32.11
PATROL 1ST	\$42,771.81	\$ 1,645.07	\$ 164.51	\$ 20.56	\$ 30.85

To be eligible for the Master Patrol Officer II step, the officer must be at the Master Patrol step and have twelve (12) years or more years of service.. Effective July 1, 2013, a fifteen (15)-year Master Patrol III step at three percent (3.00%) above Master Patrol II will be added to the wage scale.

~~Effective January 1, 2012, employees' wages will be adjusted by 2.43%. Effective July 1, 2012 the employees wages will be adjusted by 2.44% and on July 1, 2013 a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%. There will be no COLA adjustments for contract years 2008-09, 2009-10, or 2010-11.~~

Effective July 1, 2016, increase the current salary schedule by a 2% COLA. Effective upon City Council approval, increase the salary schedule by an additional 2% COLA. Effective July 1, 2017, increase the salary schedule by an additional 2% COLA.

The COLA Adjustment percentage shall be determined by the rolling ten (10)-year average in the CPI-U for the Boston-Brockton-Nashua--MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the rolling ten (10)-year average in the CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.

Applicability After Contract Expires: It is clearly understood that in the event that the ~~six~~ four year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2014~~8~~ that no further COLA adjustments after July 1, 2013~~7~~ will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2014~~8~~.

(A) "Initial Entry" The Commission through the Chief of Police reserves the right to place a newly-hired employee on a salary schedule at a level commensurate to that individual's experience and competence." After such initial placement, the individual shall progress on the salary schedule in accordance with its terms. Said initial placement is not subject to the grievance and arbitration procedures of this contract.

(B) "Master Patrol Officer" - Having met the following criteria, Patrol Officers will be eligible for the designation of Master -Patrol Officer.

1. The Patrol Officer must have completed ten (10) years of consecutive service with the Portsmouth Police Department as a full-time police officer.

2. The eligible officer must have met all of the standards for -Patrol Officer as mandated by the Portsmouth Police Department's Manual of Rules and Regulations, and all General Orders of the Department.

3. The officer will have maintained a level of satisfactory attendance at Departmental training sessions.

4. Regarding disciplinary matters, the officer will not have, through a due process disciplinary action, been formally penalized, or served a portion of the resulting penalty, (under the

mandates of Sections 40.00 through 40.23, of the Portsmouth Police Department's Manual of Rules and Regulations) within a period of twenty-four (24) months prior to receiving the Master Patrol Officer designation. An officer who has been penalized through a due process disciplinary action during the past twenty-four (24) months may apply to the Chief of Police for a waiver of this time period. The COMMISSION may or may not grant the waiver, at their discretion.

Master-Patrol Officer is a designation only and not a rank. Master Patrol Officers, by virtue of this designation and years of experience, are expected to serve as positive role models and uphold the highest standards of excellence and professionalism within the organization. Prior to a supervisor arriving on-scene the most senior Master Patrol Officer will take charge at a crime scene or critical incident- and will direct the activities of all junior officers.

The Portsmouth Police COMMISSION reserves the right to remove the Master Patrol Officer designation from an individual officer as the result of a due process disciplinary action. (Amended: April 09, 1985)

The Master Patrol Officer designations will be made by the Portsmouth Police COMMISSION through the recommendation of the Chief of Police. Effective January 1, 2005 the Master Patrol I Officer will be paid at a rate of seven and one-half percent (7.5%) above the base salary of a Patrol Officer at the maximum (six year) step. (Amended 10/6/03) The effective date for the Master Patrol Officer designation for those eligible is January 07, 1984.

Effective July 1, 2017 a new step will be created for employees with eight (8) years of service and a new step will be added for employees with sixteen (16) years of service.

(C) "Special Details" - In addition to the base rate of Patrol Officer's maximum pay. Special Detail personnel (See Section 14) will be compensated as follows:

Initial Appointment	\$1,431.40
After 1 year	\$1,706.62
After 2 years	\$1,981.82

Effective, date of City Council approval, Special Detail stipends will be increased by 2.43% and thereafter in accordance with the COLA increase as calculated above. (Amended: February 19, 1987) (Amended: April 10, 1990) (Amended October, 1994) (Amended March 19, 1999) (Amended October 6, 2003) (Amended February 6, 2012).

(D) A joint labor/management committee will be created to further review possible salary table adjustments and overtime reform in advance of the next round of negotiations.

20. HOURS OF DUTY

The hours of duty shall be so established by the Chief of Police in that, the work week will consist of five (5) eight (8) hour days followed by forty-eight (48) hours off. Any duty requiring extension of the eight (8)-hour work period will be considered as overtime.

21. OVERTIME

No officer will be required to work more than his regular eight- (8) hour shift or forty (40) hourweek except as provided in this Section. Any officer required to do so, will be paid at a rate of pay

one and one half times his regular hourly rate, and this pay will, hereinafter, be referred to as "Overtime Pay." Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours. Any time worked over this fifteen- (15) minute period to the first hour will be paid as one (1) hour at the overtime pay. Any time worked over this first hour will be paid at the regular overtime rate for only the time worked. It is expressly understood that time spent on outside or private work details will not be counted in determining the number of hours worked for overtime purposes. Overtime compensation shall not be compounded, pyramided, or added to compensation for any other purpose, including but not limited to court appearances or call backs. Outside work details are not subject to this limitation. (Amended: July 01, 1981, October 6, 2003)

The Union agrees not to support directly or indirectly a claim against the City or Commission for pre- and post-shift donning and doffing wages for the duration of this contract.

21.A INSTEAD OF CASH PAYMENT FOR OVERTIME

(1) "Compensatory Time" may be earned and accumulated for later use, but not to exceed a number of hours specified by the Chief of Police. The number of hours will be set forth in the Standard Operating Procedures (S.O.P.).

(2) "Compensatory Time" may be earned per S.O.P. at the same compensation rate as cash payment, i.e.: one (1) hour equals one and one-half (1-1/2) hours-compensatory time. If an Officer requests compensatory time, the Department has the discretion to award compensatory time or overtime. The Department will not require an officer to take Compensatory Time in lieu of overtime.

22. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS:

A. Officers ordered to travel on Department related business are entitled to compensation under the following guidelines:

1. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: REPORTING TO DUTY ASSIGNMENT WITHIN A 20 MILE RADIUS OF THE PORTSMOUTH POLICE STATION

Officers who are ordered to report to work (including training) at a location other than the Portsmouth Police Station will not be compensated for time spent traveling to or from said location and will not receive mileage reimbursement if the location is within a twenty (20) mile radius of the Portsmouth Police Station.

2. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: TRAVEL BY CAR TO ASSIGNED DUTY OTHER THAN PORTSMOUTH POLICE STATION OUTSIDE A 20 MILE RADIUS

Officers who are ordered to report to work (including training) at a location other than the Portsmouth Police Station and outside a twenty- (20) mile radius of the Portsmouth Police Station, will be compensated for the time spent traveling to and from the training or duty. The officer will also receive mileage reimbursement if the officer uses his or her own personal vehicle. The point of reference for computing travel time and mileage will be the Portsmouth Police Station.

Overtime compensation for time spent in travel will be paid depending on whether or not the officer is on duty in excess of eight (8) hours on a given day or in excess of forty (40) hours in a given week. Officers returning from duty before the completion of an eight (8) hour period (counting travel outside the twenty (20) mile radius) shall report to work at the Portsmouth Police Station unless the assigned duty has occurred on a scheduled day off.

3. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: TRAVEL BY PLANE, TRAIN OR BUS TO AN ASSIGNED DUTY STATION

An officer traveling to an assigned duty station via plane, train, or bus will be compensated for time spent involved in such travel by receiving an equal number of hours off within a two week time period. Officers are expected to arrive approximately one half hour before planned departure for all plane, train and bus transportation. A flat limousine cost will be paid for travel to and from Logan Airport at the prevailing rate regardless of whether the officer chooses to use his or her own vehicle or alternate means of transportation. Parking fees and mileage reimbursement will not be paid.

4. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: SHIFT REASSIGNMENT DURING TRAINING

When an officer is scheduled for training during a scheduled workday(s) the officer's work hours may, for that day(s) only, be adjusted to conform to the scheduled training. When an officer is scheduled for training during a scheduled day off, the officer at his/her option, may agree to adjust their day(s) off to conform to the training schedule. In any event, this shall not alleviate the Department of the obligation to pay overtime in excess of eight (8) hours in a day or forty (40) hours in a week.

5. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: OVERNIGHT STAYS

When training is to occur on consecutive days and overnight accommodations are provided at or near the training site, officers will be compensated in accordance with paragraph (2) above, except compensation for travel will be limited to (1) trip to the training site and (1) trip returning from the training site unless specifically ordered otherwise.

6. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: MILEAGE RATE AND MEAL REIMBURSEMENT

The mileage rate will be adjusted according to the rate used by the City of Portsmouth for mileage reimbursement. (Amended: April 10, 1990) Meal reimbursement will be based on current Department SOP for per diem in-state and out-of-state travel. (Amended October 6, 2003)

23. OUTSIDE WORK DETAILS¹

¹ As a part of this Agreement, Local #11 has agreed to withdraw any claims for monetary damages due to the change in the outside detail ordinance, and the Department has agreed to add the following language to its Standard Operating Procedures: "The Union will be notified of any changes in the outside detail policy under consideration by the Chief of Police. Upon request by the Union, the Chief will provide the Union with the

Outside Work Details apply to those jobs where officers are paid by persons and/or firms needing police coverage, either as required under State law or City ordinance, or for the safety and protection of the general public. These include construction companies working on or near roadways, public dances, rallies, private parties, athletic events, political events, etc. Voluntary overtime details shall be considered, "Outside Work." Management reserves the right to order in officers to fill outside work details if necessary for public safety.

Policies and procedures along with the recording of and the number of police personnel assigned to all Outside Work Details shall be the responsibility of the Chief of Police and the Portsmouth Police COMMISSION. At all times, the Department's shift needs shall take priority over Outside Work Details. If the Department is unable to fill a shift, the Department may transfer an Officer from an Outside Work Detail. It is the responsibility of the station officer to notify the on duty shift commander anytime an officer cancels a detail within twenty-four (24) hours.

If any officer, signed up for an Outside Work Detail, cancels that job within a twenty-four (24) hour period of the job starting time, that officer is subject to a one week work penalty. This means that the officer will be subject to being bumped by any officer from any job regardless of money earned and days off. If an officer does cancel on such a job, it is the officer's responsibility to make an explanation to the Chief of Police or his designee. If the explanation is not satisfactory the officer is subject to a one-week work penalty. This work penalty is not considered a disciplinary measure and is not subject to the grievance procedure.

Outside or private work details shall be paid ~~at the overtime rate for a Patrol Officer at the three and one half year step \$42.00 per hour~~, with a guaranteed minimum of four (4) hours. Overtime and/or "Budgets" will be subject to Section 21 "Overtime" Pay. Overtime jobs carry a three- (3) hour minimum. (Amended March 19, 1999, October 6, 2003)

24. CALL BACK PAY SPECIAL ASSIGNMENTS

Any officer called back to work during his/her off-duty time, shall be paid a minimum of three (3) hours at the overtime rate, and time-and-one-half for any hour beyond that. This shall include duty for parades or special functions where extra police protection is required as well as any other instance. Officers must have at least a 15-minute break in service to be eligible for call back pay. Officers called in or held-over to work periods contiguous to their shifts shall not be eligible for the 3-hour minimum but will be compensated for all time worked. Call back pay may not be compounded, pyramided or added to compensation for any other purpose. (Amended October 6, 2003)

25. COURT APPEARANCES

If officers are required by the Department to attend Court or a hearing during their off duty hours they shall be paid a three (3) hour minimum at their time and one half rate, but shall pay to the Department any and all witness fees paid to them for attending the Court or the hearing. This will include Local, County, State and Federal Courts, (Amended: July 01, 1983) Any officer who becomes eligible for this pay will fill out an overtime slip showing the time he/she arrived in Court and the time he/she left along with the name of the Defendant in the case.. Officers calling in sick for Court are not

opportunity for meaningful input and participation in the decision-making process. The Department agrees to impact bargain any changes in the outside detail policy upon request from the union..”

eligible to work overtime or outside details within a twenty four (24)-hour period. Compensation for court appearances may not be compounded, pyramided, or added to compensation for any other purpose unless the officer has had at least a 15-minute break in service after the court appearance. The Police Department will make every effort to reschedule court appearances for officers who are out on injured leave. In the event the case cannot be continued, and the officer is physically able to appear in court, no overtime compensation will be paid. (Amended: October, 1994, October 6, 2003).

26. EXCHANGE OF DAYS OFF

Members of the Police Department shall be permitted to substitute or exchange time with members of equal rank if determined by the officer in command to be equally qualified and provided that all substitutions in each individual case shall be permitted only with the approval of the Chief of Police or his designee. Any arrangements for exchanges of days off will be arranged by the parties desiring the exchange. Days off will be arranged so that both parties will have made use of the exchange in a fourteen (14) day period or two workweeks. Members desiring swap under the provisions of this Section hereby waive their rights to the provisions set forth in Chapter 464:1, New Hampshire Laws 1965, otherwise known as the Forty-Hour Bill.

27. SHIFT ASSIGNMENTS

Work assignments for the three (3) month periods shall be made by seniority choice. Days off will remain constant for each permanent beat throughout all shift changes. The Chief of Police or his designee shall cause a list to be posted thirty (30) days prior to the next shift change containing a list of officers in seniority position and the permanent beats to be filled for the tour-of-duty the officer is assigned (night or day shift). The night shift will include all positions on the evening and midnight shifts through 8:00 A.M. Within fourteen (14) days each position will be filled by seniority choice; the officer having the highest seniority on his shift having the first choice, etc. This will not apply to positions assigned to special details.

No officer will not be assigned to more than three (3) consecutive night shifts, nor will any officer be assigned to two (2) consecutive day shifts. This will not apply to those positions not subject to regular shift rotation. After the assignments have been picked and turned over to the Chief of Police or his designee, within seven (7) days any officer desiring to switch assignments may make application to the Chief of Police, and such swaps will not be affected by seniority claim. This shift arrangement may be changed when, in the opinion of the Chief of Police, such a system is detrimental to the adequate policing of the City. Notwithstanding the provisions of the seniority system set forth above, probationary officers (not covered by the terms of this contract) may be assigned to a day shift following three (3) consecutive night shifts. (Amended: July 01, 1974)

28. HOLIDAYS

The following Holidays shall be paid Holidays for all members regardless of whether his/her day off falls on the Holiday or not, nor if it falls during his annual, sick or injured leave:

INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
FRIDAY FOLLOWING THANKSGIVING DAY

CHRISTMAS DAY
NEW YEARS DAY
DR. MARTIN LUTHER KING, JR. DAY (Observed as Civil Rights Day in NH)
WASHINGTON'S BIRTHDAY
GOOD FRIDAY (one-half day)
MEMORIAL DAY

29. PERSONAL DAYS

All permanent officers shall be entitled to four days off per Fiscal Year which will be classified as "Personal Days" with pay. These days may be utilized only when authorized by the Shift Commander or Supervisor and must not require the hiring of overtime. They shall be used within the Fiscal Year earned, or lost. (Amended: February 19, 1987) (Amended March 19, 1999).

30. VACATION

The Winter vacation period will begin on the first Saturday of December and continue through Friday before the first Saturday of May. The Summer vacation period will begin on the first Saturday of May and continue through the Friday before the first Saturday of December.

The vacation list will be posted sixty (60) days prior to the start of each vacation period. The list will be in order of seniority and vacations will be picked first by the most senior officer and continue down the list until all officers listed have chosen.

Detectives will be listed on separate lists from those of uniformed officers. The list will be completed no later than thirty (30) days from the date of posting, at which time it will be turned over to the Chief of Police or his designee for final posting. When the Summer list is posted and has reached this state, a second list will be posted at this time indicating the officers in order of seniority who may have postponed vacation time not taken during the previous Winter vacation period. These officers will have two (2) weeks to pick their remaining days from those periods not chosen on the Summer vacation list. Permanent officers completing one (1) year shall be allowed ten (10) working days vacation to be counted as "Summer Vacation" and must be taken during the Summer vacation period. After completing the second year, each officer will earn an additional day per year to the completion of his eleventh year, when he shall have earned ten (10) Summer vacation days and ten (10) Winter vacation days.

On completing his twelfth year, he shall earn a bonus day, thus earning two (2) extra days for the twelfth year and will then continue to earn as before, one day per year to the completion of his twentieth (20th) year, at which time, the officer will have earned thirty (30) days of vacation.

No vacation time will be earned after twenty (20) years. Of these thirty days of vacation, ten days must be taken during the Summer vacation period, and the first ten days extra time earned must be taken during the Winter vacation period and cannot be postponed. Time earned between the twelfth and twentieth year will be included on the Winter vacation earned time list, but may be postponed and taken either during the Winter vacation period or postponed and chosen on the Summer vacation list after the normal Summer vacation list is completed.

However, nothing in this Section shall prevent an officer from requesting the use of any earned time during any part of the year subject to the submission of the proper vacation time request form and subject to the approval of the Chief of Police. Each member may accumulate no more than fifty (50)

days' annual leave. This may be accumulated from year-to-year by saving a maximum of 1/3 total leave earned by that member for that year. (Amended: July 01, 1982) (Amended: April 10, 1990)

31. METHOD OF PICKING VACATIONS

As previously stated, Summer vacation time must be taken during the Summer vacation period and cannot be postponed, except to accumulate leave as stated in Section 30. The Summer vacation list will be posted in one week periods, however, so any officer desiring to split their earned time into two, five-day periods may do so. This will not prevent any officer from choosing two (2) consecutive five-day periods. Winter vacation time will be all extra earned time over and above the original ten (10) days earned upon completion of the first year. The first ten days of this extra earned time must be taken during the Winter vacation period, and cannot be postponed. Time earned between the twelfth year and the completion of the twentieth year is still considered as Winter vacation time but can be postponed to the Summer vacation list after all Summer vacations are chosen.

Winter time will also be posted in one (1) week periods and will be chosen as follows:

Officers will pick in seniority sequence but on their first pick, must pick only full, five (5) day periods. No single extra days may be chosen at this time. When all officers who have full, five (5) day periods have chosen, then the list can restart in order of seniority and the odd remaining days will be chosen. Officers will be allowed three (3) working days to pick. If the pick has not been made in that time, it shall move to the next officer. The officer who lost a pick in this way may choose at any time thereafter. (Amended: July 01, 1980, October 6, 2003)

32. SICK LEAVE

A. Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year, or one and one quarter (1-1/4) days per month, and may be accumulated without limit. Upon death or retirement or voluntary termination of employment, the City will pay to the officer or his family or heirs or to the estate of the deceased officer an amount representing ninety percent (90%) of the sick leave the officer may have accumulated to the date of his retirement, death or termination of employment. Employees hired after March 30, 1990 shall have sick leave accumulation limited to one hundred and fifty (150) days. (Amended: July 01, 1982) (Amended: April 10, 1990) Employees hired after February 23, 1998 will not receive any payout for accumulated sick leave upon termination or retirement.

B. Officers calling out sick must speak to a supervisor. Officers who call out sick for work or Court are not eligible to work in any law enforcement capacity, including but not limited to their regularly scheduled shift, swaps, overtime or outside details for 24 hours from the time they notify the Department. (Revised February 15, 1998, October 6, 2003).

C. Officers requesting advance payouts for accrued sick leave prior to retirement must do so in writing to the Chief of Police indicating an irrevocable date of retirement and the dates they wish to receive one, two or three lump sum payments (at 90% of the current wage). Once the payout begins, the employee may not withdraw said notice of retirement or voluntary termination. (October 6, 2003)

(D) Officers hired after December 31, 1986, may only request advance payout of accrued sick leave over the last three years prior to their intended retirement or voluntary termination date. Employees hired after March 1990 cannot receive payment for more than a total of one hundred and

fifty (150) days of sick leave. This provision cannot be used in any arbitration to interpret existing contract language.

33. MATERNITY LEAVE

Upon application of the employee and approval by the Chief of Police a medical leave of absence for maternity shall be granted to permanent, full-time employees who have been employed at least one (1) year before said application.

Employees granted a medical leave of absence for maternity purposes shall utilize any or all of their accumulated sick, annual or comp time or a combination of the three before going out on leave without pay except with written approval from the Chief of Police.

Said leave of absence shall not exceed six (6) months after birth for maternity purposes; Said leave of absence shall not exceed twelve (12) weeks after birth for paternity purposes. No more than two (2) weeks of paid "sick leave" may be used for the paternity leave. Said leave shall also be applicable to parents who adopt a Child.

Said leave shall commence upon the determination of said employee and/or the recommendation of her attending physician.

Employees on a leave of absence without pay will be eligible to continue their health insurance coverage by paying group rate premiums to the department.

Upon returning from a leave an employee's medical insurance shall be reinstated and the department shall pick up coverage on the first day of the first calendar month after they return.

An employee shall not forfeit seniority during this leave of absence.

An employee shall notify the Chief of Police one (1) month prior to returning to work.

Upon application to the Chief of Police, these restrictions may be waived, on a case-by-case basis, at the Chief's discretion.

(Amended: October, 1994) (Amended March 19, 1999)

34. FAMILY AND MEDICAL LEAVE ACT

For the purposes of maternity or paternity leave, intermittent leave is not permitted without permission from the Chief of Police or his/her designee. Employees who are using paid sick leave while on FMLA leave shall not be eligible for any Department overtime or outside work detail. Employees using annual leave while on FMLA leave shall not be eligible for Departmental overtime but shall be eligible for outside work details. Except as noted herein, the Department shall follow the City of Portsmouth's Family and Medical Leave Policy. (Amended October 6, 2003)

35. MILITARY LEAVE

Except as noted herein, the Department shall follow the City of Portsmouth's Military Leave Policy.

36. INJURED LEAVE

A. When a police officer is absent from duty because of sickness or injury which does not arise out of the performance of his duties, and such sickness or injury is certified by a registered physician approved by the Board of Police Commissioners, full base pay for lost time will be allowed subject to the provisions of Paragraph "C".

B. When a police officer is absent from duty caused by injury incurred while performing his duties as a police officer, he shall be allowed full base pay, except that there shall be deducted the amount to which said officer is entitled under any policy providing City Employees with compensation under the Workmen's Compensation Act. If such injury shall continue for more than ninety (90) days, the Chief of Police shall, at once order a complete physical and/or mental examination by two (2) registered physicians, and if the report of their examination shall progenies the injury as one which permanently incapacitates said officer, application shall then be made for retirement under the provisions of the New Hampshire Police Retirement Law; provided, however, that if at a later time, said officer can be restored to duty, he shall be so allowed, and all seniority rights will be restored, providing the Chief of Police with a certificate from two (2) registered physicians, designated by the Chief of Police, testifying to the satisfactory physical or mental condition of said officer. If no vacancy exists said officer shall be entitled to the first vacancy in the ranks of permanent police officer, which occurs. If the diagnosis is that the injury is not of a permanent nature, he shall receive full base pay as provided herein for the duration of the injury, provided, however that the Chief of Police shall report the condition of all such injured officers on a monthly basis to the COMMISSION, supplying it with medical reports from two (2) registered physicians designated by the Chief of Police, such continuation of said wages shall then be subject to the approval of the Board of Police Commissioners. If any police officer who receives his base salary, as provided, herein, is reimbursed by a third party for it's liability for such injury, the said police officer shall reimburse the Department for the amount allowed him as payment for service lost as a result of said injury. Said reimbursement will be made from the amount received by the officer after the expenses incurred by the officer in the recovery ount has been deducted. Employees shall not be eligible to work Departmental overtime or outside work details while on Injured Leave. (Amended October 6, 2003)

C. The procedure for the administration of Paragraphs "A" and "B" shall be as follows:

Full base pay will be allowed for sickness or injury as provided in Paragraph "A" for the sick leave accumulated by the officer as provided in Section #31 of this Agreement.

The ninety (90) day period and any additional time allowed by the COMMISSION under Paragraph "B" shall be for continuous absence caused by injury incurred in the performance of police duties, and shall not be accumulative.

In any case, it shall be the duty of the officer to have his attending physician certify to the Chief of Police within four (4) days of such illness or injury, giving him a report containing the cause of the illness or injury and his estimated duration of the illness or injury. No provision of Paragraph "A" and "B" shall be construed to prevent the COMMISSION from directing the Chief of Police to investigate any illness or injury so certified, and require an examination by two (2) physicians selected by the Chief of Police or the Board of Police Commissioners. (Amended: July 1, 1980)

In the event the medical prognosis for an employee indicates that they will not be available to work for the majority of a shift they are not eligible to pick a shift. Upon their return to duty they will be assigned a shift that is comparable to the hours or schedule they were eligible for had they picked a shift. (Amended October 6, 2003)

37. TEMPORARY ALTERNATIVE DUTY

(A). In compliance with RSA 281-A:23-b, the Commission may provide temporary alternate duty assignments (light duty) for injured employees.

(B). Employees covered by this working agreement who have been on authorized leave due to illness or injury, may request a light duty assignment. The officer must provide management with a release from his or her physician utilizing the State forms outlining the duties that can and can not be performed. The officer will return to a light duty assignment within the sworn service of the Police Department. Said assignments shall be in accordance with the following:

- 1) PATROL DIVISION – Employees assigned to the patrol division who request light duty in accordance with this section, may be assigned to work light duty assignments within the patrol division or as call takers within the dispatch center and will have the same work schedule, subject to authorization from his/her physician and the availability of a light duty assignment. Officers may also be assigned administrative tasks such as, but not limited to updating warrant files, assisting with managing the outside workbook, etc. The Department will make a reasonable attempt to insure that the Officer's days off and hours of light duty will coincide, to the extent possible, with the officers selected shift he/she selected pursuant to the "Shift Pick". If an officer can not be assigned to his/her previously selected shift due to the lack of light duty work, the Department shall consider the officer's individual circumstances in making a light duty assignment.
- 2) SPECIAL DETAILS – Officers assigned to Special Details (i.e. Detectives, Youth Services) may perform light duty that is consistent with "Special Detail" assignments or within the dispatch center as call takers. Officers may also be assigned administrative tasks such as, but not limited to updating warrant files, assisting with managing the outside workbook, etc.
- 3) CALL TAKERS – The Commission agrees that the provisions above relating to "call takers within the dispatch center" shall be negotiated with the Portsmouth Police Civilians Employees Association. (Amended October 6, 2003)

- (C) Nothing in this agreement shall be construed as conflicting with the injured leave section of the contract.
- (D) It shall be entirely optional for employees with non-work related injuries or illnesses to accept a light duty assignment. It is the sole discretion of the Chief of Police whether or not to offer a light-duty assignment to officers who are injured off-duty. Officers who return to a light-duty position due to an off-duty injury will receive compensation for the hours worked. Officers with work related injuries shall have priority for light duty assignments.

It is understood by the parties that light duty is not intended to be used as a means of punishment. The Chief of Police will not require an employee to report for light duty if there is no light-duty work available.

- (E) Light duty assignments shall not affect the shift assignments, or shift bid possibilities, or other employees. Employees assigned to light duty shall be assigned to the same shift as

their assignment before the injury, subject to the limitations in Section 36 and in Section 37, Paragraph B (1) above.

- (F) The Chief of Police may require an officer to be examined by the Work Performance Center anytime after four weeks if the Chief has a concern that the officer is fit for regular duty. The officer may request a mutually acceptable neutral physician to render an opinion if he/she contests the Police Department's ruling. The neutral physician shall be designated jointly by the City's physician and the employee's physician as soon as practicable under the circumstances. The two (2) physicians shall endeavor to designate a neutral physician capable of examining the employee within seven (7) calendar days of his/her designation as neutral physician. The costs of the neutral physician shall be borne by the City. If the report of the neutral physician supports the assignment of full duty, the employee shall forthwith report for appropriate duty. If the report does not support the assignment of full duty, the employee shall remain on light duty status. Each physician who administers an examination under this procedure shall be provided, by the City, a detailed analysis of the physical requirements of the task (s) to which the employee shall be assigned if returned to limited duty, and shall be asked to make his/her determination of the fitness of the examined employee to perform limited duty based on the specific physical requirements of each limited duty task. Each physician who determines that an examined employee is capable of being assigned to limited duty shall be required to specify in his/her report which, if any, limited duty task(s) the examined employee is capable of performing, and the recommended number of hours per day and per week that the employee may be assigned to limited duty.
- (G) Officers assigned to light duty are not eligible to work any overtime listed in the "work book" which includes "budgets" or "outside details".
- (H) An employee whose physician has approved him/her for a light duty assignment and who loses any workers compensation benefits for refusal to accept temporary alternate duty offered by the Police Department shall not be eligible for injured leave.
(Amended: March 19, 1999)

38. WORKMAN'S COMPENSATION INSURANCE

The City shall provide, at no cost to the employee, Workman's Compensation Insurance for each member of the Department.

39. HEALTH INSURANCE: BLUE CROSS - BLUE SHIELD

A. The City shall provide health insurance for individual, two person, or family coverage for full-time employees. The employee shall have a choice between BC/BS Plan, Comp 100 with a Managed Care rider or Blue Choice One (1). After implementation of the plans, the employee will be allowed to choose between said plans prior to the Health Insurance contract renewal date each July. The employer may provide equal and comparable coverage to the above mentioned plans.

~~Effective July 1, 2012, the employee's cost will be nineteen percent (19%) of the premium and the Commission will pay eighty one percent (81%).~~ Effective July 1, 2013 the employee's cost will be twenty percent (20%) of the premium and the Commission will pay eighty percent (80%).

The Commission will offer employees the option of choosing health insurance under the Matthew Thornton Plan so long as it is offered by the NHMA Health Insurance Trust. The employee

shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 100-MC and Blue Choice as set forth above:

Year	Employee Percentage	Year	Employer Percentage
July 1, 2012	Fifteen Percent (15.0%)	July 1, 2012	Eight five Percent (85.0%)
July 1, 2013	Fifteen and One-Half Percent (15.5%)	July 1, 2013	Eighty-four and One-Half Percent (84.5%)

Effective as soon as possible after City Council approval, the City may offer two (2) additional optional plans based upon the Comp 100-MC and Blue Choice One plans with premium share as described above. Co-pay shall be five dollars (\$5.00) for office visits, twenty-five dollars (\$25.00) for emergency room visits, and \$10/\$20/\$45 for 30-day retail or 90-day mail order prescriptions.

The parties' current health insurance arrangement will remain in place until July 1, 2016. For health insurance coverage effective July 1, 2016, or as soon as possible thereafter, the Union will move entirely to only the AB20 10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost. If the premium cost paid by the City exceeds any of the threshold levels for assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax, the parties will each select a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties.

The Union agrees to participate in a City-wide committee exploring health insurance options.

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

~~The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. The City will pay a stipend of \$500.00 per quarter to any employee who is eligible for health insurance coverage under the Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the City, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout. No additional employees shall receive such stipends when both spouses work for the City. Further, the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or the School Department. If the employee is found to have dual coverage the employee must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. (Amended: March 19, 1999, October 6, 2003)~~

40. DELTA DENTAL INSURANCE

The City agrees to pay such sums as necessary each month for each permanent member and each probationary member of the Department (including their dependents), with a \$750.00 maximum benefit per person per contract year to Delta Dental Plan I for the following coverages: A = 100%; B = 60%; C = 50% This coverage is effective on October 01, 1981. (Amended: April 09,1984)

41. LIABILITY INSURANCE

The City of Portsmouth shall provide at no cost to the employee, insurance coverage in the amount of \$1,000,000 for liability protection for actions arising out of the performance of the employee's duties, including action for False Arrest. This liability insurance also automatically includes Accidental Death Coverage up to \$10,000 per person. (Amended: July 01, 1981)

42. LIFE INSURANCE

The City of Portsmouth shall provide, at no cost to the employee, life insurance coverage of no less than \$15,000 on each member of the Police Department effective upon approval by the City Council. (Amended: July 01, 1976)

43. FUNERAL & EMERGENCY LEAVE

In the event of the death of one of the following relatives of any member of the Police Department, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. The purpose of this leave is to attend the funeral or memorial service for the deceased relative. Either before the leave is taken or upon returning to duty the employee will complete the funeral leave form so that it can be recorded in the employee's personnel file. (Amended: July 01, 1981) (Amended: February 19, 1987, October 6, 2003)
Relatives covered are:

Current Spouse	Children	Step-Children
Mother	Father	Step-Mother
Sister	Brother	Step-Father
Mother-in-law	Father-in-law	Grandchildren
Aunts	Uncles	Nieces
Nephews	Sister-in-law	Brother-in-law
Grandparents (maternal & paternal)		

The above relatives will apply to both the employee and his/her current spouse. In addition to the above, the Chief of Police may grant Emergency Leave if in his opinion, the circumstances warrant and on application by the employee. (Amended: October 6, 2003)

44. LONGEVITY PAY

Any member having completed five (5) years of continuous service by December 31st will be paid a longevity bonus as follows: **after five (5) years** \$115.67 and an additional \$34.70 per year for every additional year of service thereafter. Effective July 1, 2012, the longevity payment will increase by 2.44%. Thereafter, the longevity payment will increase in accordance with the COLA provisions of Section 19. (Amended October 6, 2003) (Amended January 1, 2012).

45. CLOTHING ALLOWANCE

The City of Portsmouth will provide the amount of , seven hundred and seventeen dollars and eighty cents (\$717.80) to be paid to each member of the Department for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. Said amount(s) will be paid on or about July 01st of each of the Fiscal Years, or at such time set by the COMMISSION.

Effective July 1, 2012 and each July 1 thereafter through June 30, 2014, the clothing allowance will increase in accordance with the COLA adjustments for base wages as described in Article 19 above. The uniform is outlined in the PPD SOP (P-102)

The City will repair any article of clothing at no cost to the employee or replace articles of clothing at a depreciated value, based upon the age and wear of articles at the time of damage resulting from any enforcement action or legitimate police activity. Any equipment torn or otherwise damaged under like circumstances will be repaired or replaced as required at no cost to the employee.

All new employees hired between July 01st and December 31st shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered his clothing allotment for the Fiscal Year. If an employee is hired between January 01st and June 30th, his uniform and equipment will be supplied, however, his allowance shall be one-half (1/2) of the usual amount for the next Fiscal Year. In the event of a change in duty from Line Officer to the Detective Division and Youth Services Division or from the Detective Division and Youth Services Division to Line Duty, an additional \$100.00 Clothing Allowance will be paid. (Amended: July 01, 1975) (Amended: February 19, 1987) (Amended: April 10, 1990, March 19, 1999, October 6, 2003)

46. GRIEVANCE PROCEDURE

The term "GRIEVANCE" shall include any dispute concerning the application or interpretation of any of the provisions of this Agreement.

(A) Any employee having a grievance shall bring it to the attention of the Deputy Chief of Police within five (5) working days of the occurrence of the event giving rise to the grievance or of the employees knowledge of said event. If the grievance is resolved at this informal level the settlement shall not be used as precedent for future cases.

(B) Should the employee not be satisfied with the responses at this grievance step, which response may be oral, the employee shall bring the grievance to the attention of the Board of Directors in writing within forty-eight (48) hours of having brought it to the attention of the Commander in Step 1 above. The Board of Directors shall determine the justification of said grievance.

(C) If the Board of Directors feel that the grievance exists, it will arrange for a meeting within ten (10) days of the receipt of the grievance with the Chief of Police in an attempt to adjust the grievance. Upon the Union's request, the Chief's answer will be reduced to writing within five (5) working days after the meeting unless the time is extended by mutual agreement. (Amended October 6, 2003)

(D) In the event that the grievance cannot be satisfactorily settled between the Chief of Police and the representatives of the Union, the matter will be referred to the Commission within ten (10) days after the Chief's answer. The Commission shall meet with the Union for a hearing on the

grievance within twenty (20) days of their request for said hearing. If the issue involves discipline, the Commission may require the grievant or the employee on whose behalf the grievance was filed to appear at the Commission hearing. In the event the Commission requires the presence of the grievant at the hearing, the officer will be entitled to overtime pay provided he or she has worked in excess of eight hours a day/forty hours a week as stated in Section 21 of the Agreement. (Amended October 6, 2003)

(E) (Section 1) - If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the UNION may, by giving notice to the COMMISSION within ten (10) working days after the conclusion of the meeting referred to in Section (D) submit the grievance to Arbitration. Such notice shall be addressed in writing to the COMMISSION.

(Section 2) – In the event that the UNION elects to proceed to Arbitration, the COMMISSION, or it's designee, and the UNION will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the UNION no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitration.

(Section 3) – The COMMISSION and the UNION agree that they will individually be responsible for their own costs, including overtime, for their preparation, participation and presentation at arbitration. The COMMISSION and the UNION further agree that they shall equally share in the compensation and the expense of the Arbitrator. (Amended October 6, 2003)

(Section 4) – The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or deduction from any other provision of this Agreement. The Arbitrator may or may not, make his/her award retroactive to the initial filing date of the grievance as the equities of the case may require.

(Section 5) – Each grievance shall be separately processed at any Arbitration proceeding hereunder, unless the parties otherwise agree.

(Section 6) – The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the UNION and the COMMISSION and the aggrieved employee who initiated the grievance.

(Section 7) – The arbitration provisions of this Section shall be subject to RSA:542 Arbitration of disputes.

(F) For the purposes of the grievance and arbitration procedure set forth above, “working day” shall mean the days of Monday through Friday excluding holidays. (Amended: April 10, 1990)

47. SAFETY AND HEALTH

The parties to this Agreement will cooperate in the enforcement of safety rules and regulations. Complaints concerning the safety of members or unhealthy working conditions will be a matter of Grievance as provided in Section 46.

48. CRUISER MAINTENANCE

No employee shall be required to perform any duty involving the scheduled maintenance or repair of the Department's motor vehicles or buildings. During the course of their shifts, officers will conduct a check of their vehicle and equipment, complete a discrepancy slip as needed, and report any problems to their shift supervisor. (Amended: March 19, 1999)

49. PRESENT BENEFITS

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employees, and shall be made a part thereof.

50. SEPARABILITY

Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement shall remain in force. In the event that this Agreement shall provide more advantageous benefits than those provided in any statutes, the terms of this Agreement shall prevail.

51. REOPENING OF CONTRACT

It is hereby agreed by the COMMISSION and the UNION that any and all terms of this Agreement relating to working conditions shall be opened for additions or omissions at any time before it's expiration date upon agreement of both parties.

52. DURATION OF CONTRACT

The terms of this Agreement shall be in effect, where reasonable, from the first day of July, 2008 through June 30, 2014, but shall remain in effect after that date unless either party notifies the other by registered mail of its desire to terminate said contract. Such a termination shall not be effective until sixty (60) days after receipt by registered mail of the notice of termination. No cost item shall be retroactive unless specifically provided by the terms of this Agreement and approved by the City Council. (Amended: March 04, 1987) (Amended: February 19, 1987) (Amended: April 10, 1990) (Amended: October, 1994) (Amended October 6, 2003) (Amended February 21, 2012)

53. NO STRIKE/LOCKOUT

During the life of this Agreement, neither the UNION nor any UNION Officer, Representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Police Department. The Commission agrees not to conduct a lock-out. The UNION and it's Officers shall not be considered to have violated this Article if they have used all reasonable efforts to prevent or cause to cease the ACTIVITIES prohibited by this Section. In the event of a violation of this Section, the COMMISSION or the UNION, as the case may be, may at it's option, institute any or all proceedings in a Court of Law, or in Equity, or before the Public Employee Labor Relations Board or in Arbitration pursuant to the procedures described in this Agreement.

54. PERFORMANCE EVALUATION SYSTEM

Employees will receive an annual evaluation by their supervisor. ~~The parties agree to negotiate the evaluation procedures as required by law. (Amended October 6, 2003). The parties will implement and follow the attached evaluation system. Bargaining unit members who are employed by the City upon the execution of this Agreement will receive a stipend payment of \$750.00 (not added to base compensation and less all ordinary and regular withholdings) on January 1, 2017 and January 1, 2018, provided that they remain Bargaining Uniot members on January 1, 2017 and January 1, 2018. The evaluation system is attached hereto as Exhibit 2.~~

55. Effective July 1, 2016, permanent full time employees of the Police Department shall be eligible to receive, in addition to his/her annual salary, advanced degree pay for the following degrees from accredited colleges:

- (a) Associate's Degree \$ 500.00
- (b) Veteran's Incentive \$ 500.00
- (c) Bachelor's Degree \$1,000.00
- (d) MA/MS/PhD/JD \$1,500.00

Educational benefits for employees with advance degrees are non-cumulative and shall be paid in two (2) equal installments, the first of which shall be due on the first wage payment date during the month of December in each year of this contract, and the second of which shall be due on the first wage payment date in June during each year of this contract.

Advanced degree payments are based upon degrees conferred prior to July 1 of the previous year. A certified copy of the degree shall be placed on file with the Department in order to be eligible for payment.

Employee's who are honorably discharged from Armed Forces, will receive a \$500.00 Veteran's Incentive, paybably in tow installments (December and June). Any Employee who is eligible for both eht Educaitional Incentive and the Veran's Incentive will receive only one Incentive, whichever is greater.

SIGNATURES:

Dated this _____ day of _____, 20126.

**PORTSMOUTH POLICE PATROLMAN'S
UNION, LOCAL #11**

**PORTSMOUTH POLICE
COMMISSION**

President

Chair

NEGOTIATING COMMITTEE

Chief of Police

Chief Negotiator

City Negotiator

Date of City Council Approval: **February 21, 2012**

4827-9208-5770, v. 2

DRAFT

EXHIBIT 2

DRAFT

PORTSMOUTH POLICE DEPARTMENT OFFICER PERFORMANCE EVALUATION FORM

Check Evaluation Type: Annual Probationary

Employee Name: _____ Evaluation Period: _____ To _____

Assignment: _____ Time in Assignment: _____ Years of Service: _____

A	B	C	D		E	FACTORS TO BE EVALUATED	
Not Satisfactory	Some Improvement Needed	Meets Standards	Exceeds Standards		Does Not Apply	<i>Comments</i>	
						<i>Reliability (attendance, tardiness)</i>	
						<i>Grooming & Dress</i>	
						<i>Care of Equipment</i>	
						<i>Public/Other Relations</i>	
						<i>Conduct</i>	
						<i>Dependability</i>	
						<i>Cooperation</i>	
						<i>Public</i>	
						<i>Supervisors</i>	
						<i>Co-workers (PPD/City)</i>	
						<i>Compliance with rules</i>	
						<i>Attitude</i>	
						<i>Initiative/Motivation</i>	
						<i>Productivity</i>	
						<i>Leadership</i>	
						<i>Skills</i>	
						<i>Reports</i>	
						<i>Firearms</i>	
						<i>Driving Ability</i>	
						<i>Work Performance</i>	
						<i>Ability to develop in occupation</i>	

COMMENTS OF RATER: General comments as to the employee's performance during the evaluation period should be made in this space. Comments are required in areas where the rater marked the employee in columns A, B or D. Special emphasis must be added in this area when the employee is a probationary employee. Permanent status must be addressed.

PLANNED IMPROVEMENT/CAREER COUNSELING FOR THE FOLLOWING EVALUATION PERIOD: The rater must outline the areas in which he/she wishes the employee to improve, and with the employee, he/she must develop a plan, which the employee will use as a guide for improvement. Career counseling will be discussed and documented in this section.

Sick days used for rating period (excluding FMLA):

Rater's Signature: _____ Rater: Printed Name: _____

EMPLOYEE COMMENTS:

Employee's Signature: _____

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

I wish to discuss this report with the reviewer. I request that this evaluation be reviewed by the Training Officer.

Reviewed by: (initial & date)

DEPARTMENT HEAD

Reviewed and Approved: _____ Date: _____

Reviewed and NOT Approved: _____ Date: _____

Copy given to employee Scanned to Guardian Tracking Original-Personnel File

**SAMPLE CRITERIA LANGUAGE for:
Satisfactory, Some Improvement Needed,
Meets Standards, Exceeds Standards**

Performance Evaluations	Effective Date:
Miscellaneous information:	

I. PURPOSE

The evaluation process is designed to take personal inventory, to identify strengths and weaknesses and to outline and define a practical improvement program.

II. ANNUAL EVALUATIONS

Performance evaluations will be completed annually and due two weeks prior to the respective anniversary date (anniversary of promotion for supervisors; anniversary date of hire for all employees; whichever applies).

1. Evaluations will be required on all employees; full time and part-time.
2. Each performance evaluation will be based on the employee's performance during the preceding 12 months.
3. Previous evaluation reports may be used to measure improvement.

III. RATER RESPONSIBILITIES

- A. All supervisors will receive evaluation training prior to assuming the role of evaluating personnel.
- B. Prior to the beginning of each evaluation period, raters shall:
 1. Review this policy.
 2. Identify the employee's present assignment and review the respective job description. Evaluations will be job specific.
 3. Review the employee's supervisory file and monthly reports.
- C. The employee's immediate supervisor will complete the performance evaluation.
- D. The supervisor will use all information at his/her disposal to complete a fair and accurate indication of the employee's performance.

IV. PROGRESS REPORTS

1. All supervisors shall complete progress reports on all employees on a monthly basis.
2. Progress reports shall be considered part of the evaluation system.

3. Reports are due within seven (7) days after the end of each month.
4. These reports are designed to allow for progressive monthly entries covering the preceding 12-month period.
 - a. Progress reports are reviewed with each employee on a monthly basis.
 - b. Supervisors will note exceptional performance as well as areas needed for improvement.
 - c. Mandatory comments regarding sick leave will be addressed monthly.
 - d. If a non-probationary employee's performance is unsatisfactory or in need of significant improvement in any area, the employee will be notified in writing via the monthly report within 90 days of his/her annual evaluation.
5. Progress reports will be used as performance indicators along with the previous Performance Evaluation Report
6. Reports will be routed through the chain of command to the Professional Standards Unit, then to the respective Divisional Captain.
7. Monthly progress reports will be retained on a 12-month cycle.

V. DISTRIBUTION AND RETENTION

1. Each supervisor is responsible for ensuring that annual evaluations are completed on all employees/supervisors assigned under their supervision.
2. Two weeks prior to the annual due date, supervisors will have evaluations completed and forwarded to their immediate supervisor. Shift commanders and division heads will review evaluations and forward a copy to their respective Divisional Captain. Originals will be forwarded to Human Resources.
3. Performance evaluations will be retained for a minimum of three years.
4. Copies of evaluation forms for employees will be retained with their respective Divisional Captain.
5. Originals will be stored at the Human Resources Department.

VI. UTILIZATION OF RESULTS

1. The employee and his/her supervisor shall use evaluation results to improve his/her general overall performance.
2. Supervisors and administrators will also use results to assist in personnel allocation, assignment, training and promotion.

VII. EVALUATION CRITERIA

1. Categories and definitions:

Exceeds Standard: Performance over and above what is expected.
Meets Standards: Expected high quality and quantity performance.

Performance Evaluations

Some Improvement Needed: Improvement needed and noted on monthly reports.
Not satisfactory: Regular performance is consistently not to standard or critical areas are not to standard.

Does not Apply

2. Supervisors will also note and rate any additional factors that they feel would provide further insight into an employee's performance.
3. General comments on performance during the evaluation period will be made on the second page of the form.
4. Explanatory comments are required any time an employee is rated as "exceeds standards" or not "satisfactory".
5. Supervisors may make brief comments where indicated on the face sheet of the form for sworn positions.

VIII. SUPERVISOR'S PERFORMANCE EVALUATIONS

1. Supervisors will be rated by their respective supervisors in the same manner as non-supervisory personnel. In addition, they will also be rated on their supervisory and rating abilities. Supervisory factors will be completed for all supervisory personnel.
2. Specific notation of the evaluation done on each supervisor will address the manner in which he/ she executes and accomplishes the evaluation process.

IX. PROBATIONARY EMPLOYEES PERFORMANCE EVALUATIONS

1. Immediate supervisors will complete a monthly report on each probationary employee noting any problems or weaknesses. These shall be done after completion of training when the probationary employee is assigned to their respective division.
2. The rater must make a recommendation relative to the permanent status of the probationary employee.
3. The rater should also make recommendations relative to other options that he/she feels might be appropriate.

X. PLANNED IMPROVEMENT/CAREER COUNSELING

1. Since the performance evaluation system is designed to enhance the employees' abilities, the supervisor and the employee will develop a specific plan.
2. The rater will outline expected performance, as well as the areas that he/she wishes to see employee improvement.
3. The rater will develop a plan with the employee that will allow and encourage the employee to attain desired goals.
4. The rater will work with the employee during the following rating period to reach these goals.
5. Raters will also note career counseling on desired goals, including advancement, specialization or additional training.

XI. PERFORMANCE EVALUATION REVIEW

- A. Evaluations will be reviewed with and signed by employees, once the annual evaluation, planned improvement and career counseling is completed.
1. The employee's signature indicates only that he/she had the opportunity to read the evaluation and that a conference has been held with the supervisor.
 2. The employee may refuse to sign the evaluation and request that a review with a higher-ranking supervisor be arranged.
 3. Agreement between the employee and the rating supervisor regarding the level of performance is not required.
 4. Space on the evaluation form is available should the employee wish to make comments on the process or the evaluation. The employee may note his/her comments or objections in the appropriate area on the evaluation report or he/she may and submit them in writing via the chain of command, to the Chief of Police. These notations shall become a permanent part of his/her personnel folder. Final determination rests with the Chief of Police.
 5. Employees shall be given a copy of the performance evaluation.
- B. The performance evaluation shall be reviewed and signed in the appropriate area by the rater's supervisor (Lieutenant or Captain). This signature shall indicate not only that the evaluation has been reviewed, but also indicates approval on the part of the rater's supervisor.
- C. The rater's supervisor has the authority to have the performance evaluation reevaluated.

"Appendix A"

PERFORMANCE EVALUATIONS MEASUREMENT DEFINITIONS

The evaluation process is designed to take personal inventory, to identify strengths and weaknesses, and to outline and agree upon a practical improvement program.

RELIABILITY (*Attendance and Tardiness*)

It is the policy of the Manchester Police Department to require all employees to report for work punctually and to work all scheduled hours, as well as any required overtime. Excessive tardiness and poor attendance disrupt the workflow and customer service to the citizens of the City of Manchester. An employee who is tardy or absent disrupts the workflow, burdens co-workers with extra tasks, lowers morale, and may affect public safety. Furthermore, absenteeism often increases labor costs.

Not Satisfactory

Excessive use of sick leave, if the member/employee has taken nine (9) or more sick days during the last year and/or four (4) tardiness.

Some Improvements Needed

Sick leave of five (5) to eight (8) days during time periods stated above and/or no more than three (3) unjustified tardiness noted.

Meets Standards

Sick leave of one (1) to four (4) days during time periods stated and/or no more than one unjustified tardiness noted.

Exceeds Standards

No sick leave used. No unexcused tardiness in reporting for any scheduled activity.

GROOMING AND DRESS

To insure uniformity in dress and appearance with uniformed personnel and the creation of a good "first impression". Inspire confidence in the professional ability of the department and its members.

Not Satisfactory

Non-professional, unkempt clothing/uniform, hair, shoes & weapon.

Some Improvements Needed

Repeatedly has minor discrepancies in uniform/clothing and appearance, makes the appropriate changes only when spoken to by supervisor.

Meets Standards

Neat, clean uniform and appearance, shined shoes & leather, command bearing.

Exceeds Standards

Tailored clean uniform, spit shined shoes and leather, command bearing.

CARE OF EQUIPMENT

Proper use and care of department equipment. Improper use for evaluation purposes is defined other than for which a piece of equipment was issued or intended, abuse, neglect, or when applicable, by means other than the manufacturer's instructions as to cause damage to the equipment.

Not Satisfactory

One or more documented occasion of improper use.

Some Improvements Needed

No more than one documented occasion of improper use, and or more than one occasion requiring supervisory intervention to ensure proper maintenance, repair or replacement.

Meets Standards

No improper use of equipment noted. Minimal supervisory intervention to ensure proper maintenance, repair or replacement.

Exceeds Standards

No improper use of equipment noted. Special care and attention given to equipment.

PUBLIC RELATIONS

Displays a professional example and attitude through contact with public.

Not Satisfactory

Abrupt, belligerent and overbearing. Introverted and un-communitative. Frequent, valid citizen complaints.

Some Improvements Needed

Valid citizen complaint(s) of discourtesy. Seems to have more bad days than good days with the public.

Meets Standards

Courteous, friendly, communicates in a professional and unbiased manner. No valid citizen complaints.

Exceeds Standards

Establishes rapport and is always objective. Always at ease in any person-to-person situation. No valid citizen complaint. Always conducts themselves in a manner so as to bring credit to the department.

CONDUCT

Every member or employee shall conduct themselves in a professional manner and behave consistent with department rules and regulations.

Not Satisfactory

Insubordinate with supervisors. Resists any teaching techniques. Is uncooperative, derogatory and/or demeaning. Consistent failure to cooperate with employees and the public; rude, abrupt.

Some Improvements Needed

Occasionally demonstrates unwillingness to cooperate with employees and the public. Generally has to be sold on the necessity of something before doing it.

Meets Standards

Maintains a professional image. Consistently assists others. Has respect for supervisors, fellow workers and citizens. Complies with rules and regulations.

Exceeds Standards

Always striving to improve. Accepts constructive criticism from others in a positive manner so as to improve his or herself. Goes beyond expectations to get things done.

DEPENDABILITY

Ability to carry out specific task(s) in a timely, efficient and professional manner. Ability to make proper decisions and choices.

Not Satisfactory

Unable to consistently make decisions and complete tasks.

Some Improvements Needed

Acts only after much thought. Usually needs help from others in decision making and completing task(s).

Meets Standards

Able to assess a situation(s) and take proper action on his/her own with no unnecessary intervention from his/her supervisor.

Exceeds Standards

Requires no supervisor and always takes proper course of action.

COOPERATION

Displays a professional example and attitude through contact with public and coworkers. Insures prompt exchange of information between individuals and divisions. Works well with others.

Not Satisfactory

Resists or rarely willing or able to convey thoughts or ideas with others.

Some Improvements Needed

Not always willing to freely convey thoughts and ideas to others.

Meets Standards

Always willing and able to communicate thoughts and ideas to others.

Exceeds Standards

Enthusiastic wholehearted active interest. Always willing and able to communicate ideas and thoughts in a meaningful fashion. Consistently goes out of his/her way to assist and cooperate.

COMPLIANCE WITH RULES

Uses appropriate process and procedure for each situation and complies with all rules and regulations and SOPs.

Not Satisfactory

Has indifferent interest and/or non-compliance of department rules and regulations and/or SOPs and makes no attempt to learn them.

Some Improvements Needed

Insufficient knowledge and compliance of rules and regulations and SOPs, frequently fails to take correct action.

Meets Standards

Complies with departmental rules and regulations and SOPs.

Exceeds Standards

Exceptional knowledge and compliance of departmental rules and regulations and SOPs.

ATTITUDE

Attitude is defined as a way of thinking and behaving. It shall remain positive and shall not bring discredit upon the member/employee of the department or impairs the operation or efficiency of the department.

Not Satisfactory

Consistently demonstrates inappropriate and negative behavior which brings discredit to the agency and/or member or employee. Makes no attempts to make use of constructive criticism.

Some Improvements Needed

Frequently rationalizing mistakes, considers criticism as negative and is reluctant to make corrections.

Meets Standards

Expresses active interest toward their job. Accepts criticism in positive manner and applies it to further self-improvement.

Exceeds Standards

Accepts criticism and utilizes it to excel in both job performance and proficiency. Utilizes time to further professional knowledge, maintains a high degree of motivation towards professional responsibilities.

INITIATIVE/MOTIVATION

The member or employee accepts responsibility when it is given to them and remains proactive in his/her duties. Explores opportunities to assist others toward the achievement in the department's goals and objectives.

Not Satisfactory

Avoids accepting responsibility and is continually unavailable to his/her supervisor when assignments and job tasks are imminent. Employee fails to exhibit an interest in feedback and/or results of the completed task.

Some Improvements Needed

Consistently blames others for their mistakes and has to be prompted to complete work and/or actively seek other tasks.

Meets Standards

Recognizes and identifies methods of performing job responsibilities in an efficient manner and acts upon them.

Exceeds Standards

Has a profound positive impact on the department's operational capabilities. Seeks responsibility.

PRODUCTIVITY

Without direct instruction from a supervisor, the employee or member initiates his/her own activity and measurably performs their responsibilities in a timely manner.

Not Satisfactory

Member or employee avoids activity. Does not follow-up on situations or investigations or other tasks delegated by a supervisor.

Some Improvements Needed

Only active or completes tasks when supervisor intervention is imminent. Has to have talks with supervisor to motivate them.

Meets Standards

Requires little supervisory intervention as it concerns the member/employee's motivation to recognize and identify the process in which their job tasks are to be completed.

Exceeds Standards

Outstanding knowledge of what is expected from them. Needs no supervision, does not have to be motivated to complete work. Assignments are carried out and followed through precisely.

LEADERSHIP

The member or employee accepts responsibility when it's given. Demonstrates ability to make appropriate decisions and to facilitate the cooperation of others to accomplish job responsibilities.

Not Satisfactory

Refuses any position of responsibility and/or has an inability to make appropriate decisions or coordinate the efforts of others in accomplishing a task. Tries to blame others for their errors.

Some Improvements Needed

When given some responsibility, has a difficult time coordinating efforts and blames others for such failure.

Meets Standards

Takes responsibilities when it is given to them. Facilitates the cooperation of others to accomplish job responsibilities.

Exceeds Standards

Seeks responsibility. Volunteers for specialty or special duties. Leads by exemplary actions and very effective in coordinating efforts of others. Results of this coordination are measurably beneficial to the department.

SKILLS

The member/employee possesses an acceptable level of proficiency that permits him/her to accomplish job responsibilities.

REPORTS

Not Satisfactory

Totally incapable of organizing events into written form and or reports are rarely complete and accurate.

Some Improvements Needed

Difficulty in getting entire events in chronological order. Reports often contain errors. Reports frequently have important events left out. Consistently requires supervisory intervention to make corrections.

Meets Standards

Reports are in logical sequence of thought to include all elements and facts. Completes reports with accuracy and thoroughness.

Exceeds Standards

A complete and detailed account of what occurred from beginning to end, written and organized so as to assist any reader in comprehending the occurrence. Employee demonstrates an exceptional use of writing skills.

FIREARMS

Not Satisfactory

Firearm qualification results produce a "fail" rating, thus not meeting department standards and standards set forth by New Hampshire Police Standards and Training Council. The member has exhibited example(s) of a failure to apply the principles of safety in the handling of firearms.

Some Improvements Needed

Does Not Apply.

Meets Standards

Firearm qualification results produce a "pass" rating, thus meeting department standards and standards set forth by New Hampshire Police Standards and Training Council. The member has exhibited example(s) of applying the principles of safety in the handling of firearms.

Exceeds Standards

Does Not Apply.

DRIVING ABILITY

Not Satisfactory

The employee continually violates motor vehicle laws, involved in accidents, lacks coordination during vehicle operation. The employee demonstrates unnecessary use of blue lights and siren, unnecessary and excessive speed.

Some Improvements Needed

The member/employee has one accident that they are responsible for. The employee has the propensity to occasionally violate motor vehicle laws and/or receives citizen complaints regarding his/her driving behavior.

Meets Standards

The employee demonstrates the ability to maintain control of vehicle while being alert to activity outside the vehicle. Practices good defensive driving techniques.

Exceeds Standards

Sets good example of lawful, courteous driving while exhibiting good manipulative skills when required and has demonstrated situational

experience in the handling of a vehicle in high risk and/or high stress incidents.

WORK PERFORMANCE

Not Satisfactory

Needs to be given instructions two, three, or more times before understanding them. Instructions and information always have to be repeated.

Some Improvements Needed

Needs to have instructions repeated with some frequency before completing tasks.

Meets Standards

Understands instructions the first time and carries them out with no difficulty.

Exceeds Standards

Always gets instructions right the first time. Carries out and follows through precisely.

ABILITY TO DEVELOP IN OCCUPATION

Member/Employees should demonstrate desire for growth and development at various levels within the department.

Not Satisfactory

Has no long range goals and objectives and little or no receptiveness to suggestions for career paths and opportunities available in specialized training and assignments.

Some Improvements Needed

Limits oneself for growth and development opportunities. Makes little effort to attend various educational programs that would otherwise develop the employee in their occupation.

Meets Standards

Has long range goals and objectives. Pursues various career paths and opportunities available in specialized training and assignments.

Exceeds Standards

Has long range goals and objectives. Has broadened specialized skills, knowledge and abilities in multiple areas. Expresses active interest towards job performance. Accepts criticism in a positive manner and applies it to further improve performance.

SUPERVISORY FACTORS

ORGANIZING ABILITY

Ability to efficiently plan and coordinate the work of department personnel to the completion of a specific goal or objective.

Not Satisfactory

The supervisor does not have the ability to plan and coordinate the work of department personnel and is unable to direct personnel, nor has any knowledge of how to accomplish a goal or objective.

Some Improvements Needed

The supervisor attains minimal results with some regard to efficient planning, however, spends little time in developing or organizing specific tasks in a manner that efficiently utilizes the personnel resources of the agency.

Meets Standards

The supervisor plans and directs well in most instances, effectively coordinates the efforts of department personnel and consistently demonstrates the ability to get maximum effort from personnel and resources.

Exceeds Standards

The supervisor possesses exceptional ability to plan activities and coordinate the effort of employees, is able to accomplish required tasks with no difficulty and submits reports and evaluations in a timely fashion.

TRAINING AND INSTRUCTION

The supervisor trains and evaluates department personnel assigned to him/her. This will include proper instruction in all departmental procedures. Provide necessary instruction and training to enable department personnel to function in current assignment with least amount of difficulty.

Not Satisfactory

The supervisor exhibits little or no direction to department personnel and/or has no interest in training and instructing department personnel.

Some Improvements Needed

The supervisor frequently needs encouragement from a supervisor and or displays a reluctance in training, instructing and leading department personnel.

Meets Standards

The supervisor achieves good performance from department personnel. Takes interest in training and directs well in most instances.

Exceeds Standards

The supervisor actively seeks opportunity to train. Avails himself/herself to department personnel at times when they may need added guidance and/or assistance.

EFFECTIVENESS

The supervisor is able to produce results, fulfill expectations, execute in a supervisory capacity and has a clear understanding of tasks required in current assignment.

Not Satisfactory

The supervisor has little knowledge of tasks required in current assignment, department policies, standard operating procedures, rules and regulations, and or makes little or no effort to learn them. Unable to motivate department personnel.

Some Improvements Needed

The supervisor has a working knowledge of a few most commonly used departmental policies, standard operating procedures, rules and regulations, that would otherwise direct some of the tasks which are required in current assignment. Shows little effort to motivate members/employees.

Meets Standards

The supervisor is familiar with department policies, standard operating procedures and rules and regulations. When asked, can explain to a supervisor, procedures being used to carry out duties.

Exceeds Standards

The supervisor possesses knowledge in all areas of policing and departmental policies. Understands his/her responsibilities towards member/employees and treats subordinates in a courteous and unbiased manner. Expresses active interest towards his/her job performance. The supervisor gets maximum effort from members/employees.

EVALUATING SUBORDINATES

The supervisor has a duty and responsibility to avoid personal bias, arbitrary, inconsistent evaluations, and possess nothing less than complete objectivity.

Not Satisfactory

The supervisor puts little or no effort in the evaluation process and spends insufficient time in evaluating department personnel. The supervisor has a tendency to make overall judgement of subordinates based on personal bias and arbitrary opinions with little consistency.

Some Improvements Needed

The supervisor put the minimum amount of effort toward the evaluation of employees. Possesses a reluctance to assign high or low categories to avoid controversy and occasionally allows personal bias and opinions to influence the evaluation of an employee.

Meets Standards

Information provides details of the member/employee's progress and indicates current strengths and weaknesses. Provides proper documentation.

Exceeds Standards

The supervisor effectively meets his/her responsibilities in avoiding personal bias, arbitrary and inconsistent evaluations. The supervisor exhibits sincerity, provides motivation, shows interest in people, sensitivity and efforts in helping subordinates succeed.

PRACTICAL JUDGEMENT

The supervisor is expected to perform effectively relative to abilities required in his/her role as a supervisor by making effective decisions under stressful circumstances.

Not Satisfactory

The supervisor is unable to make decisions in stressful situations and frequently reaches unsatisfactory results.

Some Improvements Needed

The supervisor displays inconsistent abilities and/or has a difficulty in analyzing situations leading to occasional negative results and demonstrates poor use of department resources.

Meets Standards

The supervisor is able to perform, displays effective ability in stressful situations. Handles all routine matters but may need occasional assistance with exceptional situations.

Exceeds Standards

Exceptional display of professional performance during stressful situations. Displays patterns of competent decisions, performs well with no negative feedback in both routine and exceptional situations.

SUPERVISORY CONTROL

The supervisor supervises, evaluates, and trains proper techniques, consistent in the enforcement of department policies, rules and regulations, discipline and standard operating procedures.

Not Satisfactory

The supervisor is indifferent, has difficulty supervising and is unable to motivate his/her personnel.

Some Improvements Needed

The supervisor displays a reluctance in enforcing departmental policies, rules and regulations, standard operating procedures and/or taking disciplinary action against department personnel when appropriate.

Meets Standards

The supervisor directs personnel well, accepts additional tasks as assigned and follows and enforces departmental policies, rules and regulations & standard operating procedures.

Exceeds Standards

The supervisor gets maximum work from employees, displays positive attitude for new challenges, and seeks additional tasks as necessary.

EMPLOYEE RECOGNITION AND DEVELOPMENT

The supervisor provides members/employees with opportunities for growth and development at various levels within the department. The supervisor is expected to improve job performance and the level of job satisfaction and to promote upward movement of members/employees.

Not Satisfactory

The supervisor provides little or no direction to subordinates and/or lacks interest and seldom checks on personnel and their efficiency. The supervisor does not discuss with personnel various career paths and opportunities available in specialized training and assignments.

Some Improvements Needed

The supervisor makes only minimal efforts in attempting to recognize personnel needs and/or potential and puts little effort in development of employee.

Meets Standards

The supervisor effectively provides counseling to personnel as it relates to their job function and in meeting the member/employee's goals and objectives. Is aware of areas in assisting supervisors with development counseling.

Exceeds Standards

The supervisor recognizes potential growth of members/employees. Takes genuine interest in assisting departmental personnel in professional development.

EXPRESSION

The supervisor possesses the ability to communicate in a meaningful fashion in both verbal and written form.

Not Satisfactory

The supervisor is not able to make his/herself understood and is ineffective in relating ideas to others.

Some Improvements Needed

The supervisor has difficulty conveying thoughts and ideas to others and frequent uses inappropriate interjections and slang.

Meets Standards

The supervisor speaks and writes effectively and is able to be understood by most people with whom he/she comes in contact with. Clarification of ideas is not required.

Exceeds Standards

The supervisor speaks and writes clearly and concisely. Projects confidence and knowledge of subject matter and is readily understood by all with whom he/she comes in contact with.

LOYALTY

The supervisor is expected to demonstrate integrity, honesty and fairness to both the community and the Manchester Police Department.

Not Satisfactory

The supervisor clearly lacks integrity and does not convey the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Some Improvements Needed

The supervisor possesses integrity, however, has shortcomings as it concerns conveying the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Meets Standards

The supervisor possesses and conveys the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Exceeds Standards

The supervisor demonstrates exemplary loyalty to the agency and conveys the importance of honesty fairness and integrity to personnel to whom he/she is entrusted. The supervisor takes extraordinary measures to generate loyalty amongst Manchester Police Department personnel.




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TO: Mayor Blalock, Manager Bohenko and Members of the Portsmouth City Council
 FROM: Thomas M. Closson 
 DATE: August 9, 2016
 RE: Tentative Agreement – Portsmouth Police Ranking Officers Association

The Portsmouth Police Commission has reached a tentative agreement (“the TA”) with the Portsmouth Police Ranking Officers Association (“the Union”). The TA includes the following significant provisions:

Only changes specifically identified as having retroactive effect will be given retroactive effect.
Duration – Through June 30, 2018.
Article 7 (Residency) – Change language to “...within a thirty (30) mile radius <u>of the border</u> of the City of Portsmouth...”
Article 14 (Salaries) – Effective July 1, 2016, the salary schedule will be increased by a COLA of 2%. Effective upon City Council approval, the salary schedule will be will be increased by a COLA of 2% and modified by deleting the bottom 2 steps and adding 4 new 1% steps. Employees will then be placed on the new step that corresponds to their years of service. Effective July 1, 2017, the salary schedule will be adjusted by an additional COLA (projected 2%).
Article 22 (Sick Leave) – Modify to provide that: “ <u>For Employees hired after January 1, 1990, sick leave accrual for all purposes shall be capped at 150 days.</u> ”
<u>Sidebar Agreement – For any Employee hired after January 1, 1990 who has</u>

more than 150 sick days accrued according to the Department's records, the parties will grandfather and freeze further accrual at the employee's current level and allow the use of (but not the payout of) this additional sick leave, consistent with the existing rules and regulations of the Department regarding the use of sick leave.

Article 26 (Health and Welfare Insurance) – Modify to provide that: "The parties' current health insurance arrangement will remain in place until July 1, 2016. For health insurance coverage effective July 1, 2016, or as soon as practicable for the City, in addition to the existing Blue Choice plan, employees will be offered the MTB20 (AB 20) 10/20/45 plan, with the City paying 90% of the premium cost and the employee paying 10% of the premium cost. If an employee chooses to remain on the existing Blue Choice plan, the City's contribution toward the cost of health insurance will be capped at 90% of the premium cost of the MTB20 (AB 20) 10/20/45 plan. If the cost paid by the City exceeds any of the threshold levels for assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax, the parties will each select a plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties."

Stipend Grandfather Language - Modify first sentence to provide that: "The City will pay a stipend of \$500.00 per quarter to any employee who is eligible for health insurance coverage under this Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the City, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout."

Article 34 (Educational Incentive) – Effective July 1, 2016 and July 1, 2017, increase the amount of educational incentive by rolling 10-year average CPI-U, between 2% and 5%.

New Article – Add Outside Detail language from Article 23 of Local #11 CBA, using \$42.00 as the rate of outside detail pay, effective upon execution of this Agreement.

New Articles – Add Maternity Leave, FMLA Leave and Military Leave Articles from Local #11 CBA.

New Article – “The parties will implement and follow the attached evaluation system. Bargaining unit members who are employed by the City upon the execution of this Agreement will receive a stipend payment of \$1,000.00 (not added to base compensation and less all ordinary and regular withholdings) in their first full paycheck after execution of this Agreement; and a stipend payment of \$1,000.00 (not added to base compensation and less all ordinary and regular withholdings) in their first full paycheck after January 1, 2017, provided that they remain Bargaining Unit members on January 1, 2017.”

Miscellaneous - The Union will withdraw, with prejudice, its February 17, 2016 request to bargain the reorganization of the Department.

The TA includes significant increases in compensation. The Police Commission feels that these are appropriate and necessary both to stay competitive, and to fairly compensate members of this Union for the significant Departmental reorganization that Police Chief Mara has implemented.

I am concerned both about the inclusion of the additional steps in this TA (those that extend beyond the term of the TA) and the payment of a higher evaluation stipend to this bargaining unit (as compared to the Patrol TA). I am, however, pleased that the TA includes the health insurance concession that the City Council is seeking; includes the implementation of a comprehensive employee evaluation system; and caps (and begins to correct) a discrepancy in the Department’s method of calculating the accrual of sick leave.

I look forward to meeting with you to answer any questions that you may have about this TA.

PORTSMOUTH POLICE RANKING OFFICERS - 8/10/16

Retirement Rate	25.30%	25.30%	26.38%	26.38%	26.38%
COLA			2.00%	2.00%	2.00%

CURRENT CONTRACT-PPROA GROSS BUDGET

Wages	FY14 Base Year	FY15	FY16	FY17*	Projected -FY18	Projected 4-Yr Total
Salary	1,159,186	1,156,856	1,158,577	1,288,327	1,294,219	4,897,978
Holiday	51,282	51,160	51,233	56,960	57,239	216,592
Longevity	10,078	10,260	10,941	11,485	13,150	45,835
Special Detail	9,542	9,542	9,542	9,542	9,542	38,167
Health Stipend	-	-	-	-	-	-
Shift Differential	11,359	11,359	11,359	12,495	12,495	47,707
Educational Stipend	14,500	14,500	14,500	17,000	17,000	63,000
Evaluation Stipend	-	-	-	-	-	-
Retirement	317,754	317,180	331,373	368,214	370,281	1,387,048
Medicare	18,211	18,178	18,214	20,239	20,353	76,985
Clothing	33,078	12,626	12,626	14,220	14,310	53,782
	1,624,990	1,601,660	1,618,364	1,798,481	1,808,588	6,827,093

Year-to-Year CURRENT Gross Budget Change	(23,330)	16,704	180,117	10,107	183,598	Total Yr-to-Yr Increase*
% Change	-1.44%	1.04%	11.13%	0.56%	11.30%	Change FY15 to FY18
			* Added 2-positions into this union (downgraded DC position+1 new Sgt.)		2.82%	Avg % Change

PROPOSED TENTATIVE AGREEMENT-PPROA GROSS BUDGET

Wages	FY14 Base Year	FY15	FY16	FY17*	Projected -FY18	Projected 4-Yr Total
Salary	1,159,186	1,156,856	1,158,577	1,366,440	1,402,787	5,084,660
Holiday	51,282	51,160	51,233	60,319	61,979	224,690
Longevity	10,078	10,260	10,941	13,350	14,436	48,987
Special Detail	9,542	9,542	9,542	9,927	10,126	39,136
Health Stipend	-	-	-	-	-	-
Shift Differential	11,359	11,359	11,359	12,999	13,259	48,977
Educational Stipend	14,500	14,500	14,500	17,340	17,868	64,208
Evaluation Stipend (ONE TIME STIPEND)	-	-	-	34,000	-	34,000
Retirement	317,754	317,180	331,373	399,492	401,096	1,449,141
Medicare	18,211	18,178	18,214	21,958	22,047	80,398
Clothing	33,078	12,626	12,626	14,888	15,186	55,326
	1,624,990	1,601,660	1,618,364	1,950,715	1,958,783	7,129,522

Year-to-Year PROPOSED Gross Budget Change	(23,330)	16,704	332,351	8,069	333,793	Total Yr-to-Yr Increase*
% Change	-1.44%	1.04%	20.54%	0.41%	20.54%	Change FY15 to FY18
			* Added 2-positions into this union (downgraded DC position+1 new Sgt.)		5.14%	Avg % Change per yr

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

Wages	FY14 Base Year	FY15	FY16	FY17	Projected -FY18	Projected 4-Yr Total
Salary	-	-	-	78,114	30,454	108,568
Holiday	-	-	-	3,359	1,381	4,740
Longevity	-	-	-	1,865	(579)	1,287
Special Detail	-	-	-	385	199	584
Health Stipend	-	-	-	-	-	-
Shift Differential	-	-	-	505	260	765
Educational Stipend	-	-	-	340	528	868
Evaluation Stipend (ONE TIME STIPEND)	-	-	-	34,000	(34,000)	-
Retirement	-	-	-	31,278	(463)	30,815
Medicare	-	-	-	1,719	(25)	1,694
Clothing	-	-	-	668	208	876

TOTAL COST OF TENTATIVE AGREEMENT	-	-	-	152,234	(2,038)	150,196	Total Yr-to-Yr Increase
				9.41%	-0.11%	9.24%	Change FY15 to FY18
				148,442 City Cost		2.31%	Avg % Change
				8,792 ICAC Grant Cost			
				152,234 Total			

CUMMULATIVE TENTATIVE AGREEMENT COST

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

Wages	FY14 Base Year	FY15	FY16	FY17	Projected -FY18	Projected 4-Yr Total
Salary	-	-	-	78,114	108,568	186,682
Holiday	-	-	-	3,359	4,740	8,099
Longevity	-	-	-	1,865	1,287	3,152
Special Detail	-	-	-	385	584	970
Health Stipend	-	-	-	-	-	-
Shift Differential	-	-	-	505	765	1,270
Educational Stipend	-	-	-	340	868	1,208
Evaluation Stipend (ONE TIME STIPEND)	-	-	-	34,000	-	34,000
Retirement	-	-	-	31,278	30,815	62,093
Medicare	-	-	-	1,719	1,694	3,413
Clothing	-	-	-	668	876	1,544

TOTAL COST OF TENTATIVE AGREEMENT	-	-	-	152,234	150,196	302,430	Net Cost FY15-FY18
				148,442 City Cost		18.61%	Total Cumulative FY15-FY18
				8,792 ICAC Grant Cost		4.65%	Avg % Change per yr
				152,234 Total			

EXHIBIT 1

Ranking Officers Proposed Scales

1.02	COLA-2016-Upon City Council Approval
1.02	COLA- 2016-2017
1.02	COLA- 2017-2018

CURRENT STEP STRUCTURE

Scale	2015-2016					OT	Difference between steps	% between Steps
	Annual	Bi-weekly	Daily	Hourly	OT			
Captain - 4th	85,420.29	3,285.40	328.54	41.07	61.60		845.77	1.00%
Captain - 3rd	84,574.52	3,252.87	325.29	40.66	60.99		837.36	1.00%
Captain - 2nd	83,737.16	3,220.66	322.07	40.26	60.39		829.06	1.00%
Captain - 1st	82,908.10	3,188.77	318.88	39.86	59.79		820.89	1.00%
Captain - Base	82,087.21	3,157.20	315.72	39.47	59.20		2,255.16	2.82%
Lieutenant - 4th	79,832.05	3,070.46	307.05	38.38	57.57		790.43	1.00%
Lieutenant - 3rd	79,041.62	3,040.06	304.01	38.00	57.00		782.58	1.00%
Lieutenant - 2nd	78,259.04	3,009.96	301.00	37.62	56.44		774.85	1.00%
Lieutenant - 1st	77,484.19	2,980.16	298.02	37.25	55.88		767.17	1.00%
Lieutenant - Base	76,717.02	2,950.65	295.07	36.88	55.32		2,107.64	2.82%
Sergeant - 4th	74,609.38	2,869.59	286.96	35.87	53.80		738.70	1.00%
Sergeant - 3rd	73,870.68	2,841.18	284.12	35.51	53.27		731.40	1.00%
Sergeant - 2nd	73,139.28	2,813.05	281.30	35.16	52.74		724.15	1.00%
Sergeant - 1st	72,415.13	2,785.20	278.52	34.81	52.22		716.98	1.00%
Sergeant - Base	71,698.15	2,757.62	275.76	34.47	51.71			

2016 - 2% UPON CITY COUNCIL APPROVAL

Scale	2015-2016					OT	Difference between steps	% between Steps
	Annual	Bi-weekly	Daily	Hourly	OT			
Captain - 4th	87,128.70	3,351.10	335.11	41.89	62.83		862.69	1.00%
Captain - 3rd	86,266.01	3,317.92	331.79	41.47	62.21		854.11	1.00%
Captain - 2nd	85,411.90	3,285.07	328.51	41.06	61.60		845.64	1.00%
Captain - 1st	84,566.26	3,252.55	325.25	40.66	60.99		837.31	1.00%
Captain - Base	83,728.95	3,220.34	322.03	40.25	60.38		2,300.26	2.82%
Lieutenant - 4th	81,428.69	3,131.87	313.19	39.15	58.72		806.24	1.00%
Lieutenant - 3rd	80,622.45	3,100.86	310.09	38.76	58.14		798.23	1.00%
Lieutenant - 2nd	79,824.22	3,070.16	307.02	38.38	57.57		790.35	1.00%
Lieutenant - 1st	79,033.87	3,039.76	303.98	38.00	57.00		782.51	1.00%
Lieutenant - Base	78,251.36	3,009.67	300.97	37.62	56.43		2,149.79	2.82%
Sergeant - 4th	76,101.57	2,926.98	292.70	36.59	54.88		753.47	1.00%
Sergeant - 3rd	75,348.09	2,898.00	289.80	36.23	54.34		746.03	1.00%
Sergeant - 2nd	74,602.07	2,869.31	286.93	35.87	53.80		738.63	1.00%
Sergeant - 1st	73,863.43	2,840.90	284.09	35.51	53.27		731.32	1.00%
Sergeant - Base	73,132.11	2,812.77	281.28	35.16	52.74			

Ranking Officers Proposed Scales

1.02	COLA-2016-Upon City Council Approval
1.02	COLA- 2016-2017
1.02	COLA- 2017-2018

2016-2017 New Step Structure and 2% COLA (Effective 7/1/16)

2016-2017

Scale	Annual	Bi-weekly	Daily	Hourly	OT	Difference between steps	% between Steps
(New 7)	96,225.67	3,700.99	370.10	46.26	69.39	952.73	1.00%
(New 6)	95,272.94	3,664.34	366.43	45.80	68.71	943.30	1.00%
(New 5)	94,329.65	3,628.06	362.81	45.35	68.03	933.96	1.00%
(New 4)	93,395.69	3,592.14	359.21	44.90	67.35	924.71	1.00%
Captain - 4th (New 3)	92,470.98	3,556.58	355.66	44.46	66.69	915.55	1.00%
Captain - 3rd (New 2)	91,555.43	3,521.36	352.14	44.02	66.03	906.49	1.00%
Captain - 2nd (New 1) (Warchol Start - Next Step 11/5/16)	90,648.94	3,486.50	348.65	43.58	65.37	2,486.19	2.82%
Captain - 1st	86,257.59	3,317.60	331.76	41.47	62.20		
Captain - Base	85,403.53	3,284.75	328.48	41.06	61.59		

(New 7)	88,162.75	3,390.87	339.09	42.39	63.58	872.90	1.00%
(New 6)	87,289.85	3,357.30	335.73	41.97	62.95	864.26	1.00%
(New 5)	86,425.59	3,324.06	332.41	41.55	62.33	855.70	1.00%
(New 4)	85,569.89	3,291.15	329.11	41.14	61.71	847.23	1.00%
Lieutenant - 4th (New 3) Maloney start-next 9/4/16, Sargent start-next 11/12/16, Newport start-next 11/12/16	84,722.67	3,258.56	325.86	40.73	61.10	838.84	1.00%
Lieutenant - 3rd (New 2) Cummings start-next 8/21/16	83,883.83	3,226.30	322.63	40.33	60.49	830.53	1.00%
Lieutenant - 2nd (New 1)	83,053.30	3,194.36	319.44	39.93	59.89	2,277.87	2.82%
Lieutenant - 1st	80,014.55	3,100.56	310.06	38.76	58.14		
Lieutenant - Base	79,814.39	3,084.86	308.99	38.37	57.56		

(New 7)	80,775.43	3,106.75	310.67	38.83	58.25	799.76	1.00%
(New 6)	79,975.67	3,075.99	307.60	38.45	57.67	791.84	1.00%
(New 5) Kaltenborn start-next 8/21/16, Roth/Keaveny start-next 9/17/16, Aubin start-next 10/27/16	79,183.83	3,045.53	304.55	38.07	57.10	784.00	1.00%
(New 4) Peracchi/Grella start-next 7/31/16, Webb start-next 7/31/16	78,399.83	3,015.38	301.54	37.69	56.54	776.24	1.00%
Sergeant - 4th (New 3) Kiberd start-next 3/3/17	77,623.60	2,985.52	298.55	37.32	55.98	768.54	1.00%
Sergeant - 3rd (New 2)	76,855.06	2,955.96	295.60	36.95	55.42	760.95	1.00%
Sergeant - 2nd (New 1) Colby/Kinsman/McCain start-next 3/14/17	76,094.11	2,926.70	292.67	36.58	54.88		
Sergeant - 1st	75,340.70	2,897.72	289.77	36.22	54.33		
Sergeant - Base	74,594.76	2,869.03	286.90	35.86	53.79		

Ranking Officers Proposed Scales

1.02	COLA-2016-Upon City Council Approval
1.02	COLA- 2016-2017
1.02	COLA- 2017-2018

2017-2018 2% COLA (Effective 7/1/17)

2017-2018

Scale	Annual	Bi-weekly	Daily	Hourly	OT	Difference between steps	% between Steps
(New 7)	98,078.60	3,772.25	377.23	47.15	70.73	971.08	1.00%
(New 6)	97,107.52	3,734.90	373.49	46.69	70.03	961.46	1.00%
(New 5)	96,146.06	3,697.93	369.79	46.22	69.34	951.94	1.00%
(New 4)	95,194.12	3,661.31	366.13	45.77	68.65	942.52	1.00%
Captain - 4th (New 3)	94,251.60	3,625.06	362.51	45.31	67.97	933.18	1.00%
Captain - 3rd (New 2) (Warchol Start - Next Step 11/5/17)	93,318.42	3,589.17	358.92	44.86	67.30	923.94	1.00%
Captain - 2nd (New 1)	92,394.48	3,553.63	355.36	44.42	66.63	2,477.22	2.82%
Captain - 1st	87,982.74	3,283.95	328.40	42.30	63.45		
Captain - Base	87,111.60	3,250.45	325.04	41.88	62.82		

(New 7)	89,917.26	3,458.36	345.84	43.23	64.84	890.27	1.00%
(New 6)	89,026.99	3,424.11	342.41	42.80	64.20	881.46	1.00%
(New 5)	88,145.53	3,390.21	339.02	42.38	63.57	872.73	1.00%
(New 4) Maloney start-next 9/4/17, Sargent/Newport start-next 11/12/17-next 11/12/17	87,272.80	3,356.65	335.66	41.96	62.94	864.09	1.00%
Lieutenant - 4th (New 3) Cummings start-next 8/21/17	86,408.72	3,323.41	332.34	41.54	62.31	855.53	1.00%
Lieutenant - 3rd (New 2)	85,553.18	3,290.51	329.05	41.13	61.70	847.06	1.00%
Lieutenant - 2nd (New 1)	84,706.12	3,257.93	325.79	40.72	61.09	2,315.19	2.82%
Lieutenant - 1st	82,226.84	3,162.57	316.26	39.53	59.30		
Lieutenant - Base	81,412.72	3,131.26	313.13	39.14	58.71		

(New 7)	82,390.94	3,168.88	316.89	39.61	59.42	815.75	1.00%
(New 6) Kaltenborn start-next 8/21/17, Roth/Keaveny start-next 9/17/17, Aubin start-next 10/27/17	81,575.19	3,137.51	313.75	39.22	58.83	807.68	1.00%
(New 5) Peracchi/Grella start-next 7/31/17, Webb start-next 7/31/17	80,767.51	3,106.44	310.64	38.83	58.25	799.68	1.00%
(New 4) Kiberd start-next 3/3/18	79,967.83	3,075.69	307.57	38.45	57.67	791.76	1.00%
Sergeant - 4th (New 3)	79,176.07	3,045.23	304.52	38.07	57.10	783.91	1.00%
Sergeant - 3rd (New 2) Colby/Kinsman/McCain start-next 3/14/18	78,392.16	3,015.08	301.51	37.69	56.53	776.17	1.00%
Sergeant - 2nd (New 1)	77,615.99	2,985.23	298.52	37.32	55.97		
Sergeant - 1st	76,847.52	2,955.67	295.57	36.95	55.42		
Sergeant - Base	76,086.65	2,926.41	292.64	36.58	54.87		

WORKING AGREEMENT

Between

THE PORTSMOUTH POLICE COMMISSION

and

THE PORTSMOUTH POLICE

RANKING OFFICERS ASSOCIATION

July 1, 2008-~~14~~to June 30, 201~~4~~8

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1. **RECOGNITION:** The COMMISSION recognizes the ASSOCIATION as the sole and exclusive bargaining agency for all permanent members of the Portsmouth Police Department above the rank of "Patrolman" for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Nothing in this Agreement shall deprive or limit any member of the Portsmouth Police Department or of the ASSOCIATION in the exercise of any rights, powers and liberties granted them by the laws of The State of New Hampshire or The United States of America.

2. **MANAGEMENT RIGHTS:** The ASSOCIATION recognizes the prerogative of Management to operate and manage it's affairs in all respects in accordance with existing laws and regulations of the appropriate authorities including municipal personnel policies and work rules. Examples of the authority as to every matter not expressly covered by this Agreement and which Management has not officially abridged, delegated or modified and which is retained by Management such as, but is not limited to, are:
 1. The functions, programs and methods of the public employer.
 2. The use of technology in the public employer's organizational structure.
 3. The selection, direction and number of personnel so as to continue public control of government.
 4. Budgetary considerations.
 5. Departmental and managerial policies.

Except as expressly or indirectly modified by clear language and a specific provision of this Agreement, the COMMISSION retains exclusively to itself, all rights that it has or may hereafter be granted by law, and shall exercise those rights without such exercise being subject to grievance or arbitration. (Amended: March 04, 1987).

The Chief of Police, with approval of the Commission, may make transfers within rank regardless of the duration of the appointment. Further, management shall continue to have the discretion to decide when to fill for absences due to sickness, injury, vacation, leave of absence, training programs, school, etc. (Amended January, 1997. July 19, 2004)

3. **EMPLOYEE RIGHTS:**
 - A. The COMMISSION and the ASSOCIATION agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the ASSOCIATION, or to discriminate against any employee because said employee has given testimony, or taken part in a grievance procedure, or proceedings of the ASSOCIATION.
 - B. No permanent employee shall be disciplined except for just cause, and that any major disciplinary actions (i.e., written warning, suspension or dismissal) taken against any member of the Portsmouth Police Department covered by this Agreement will be subject to the grievance procedure. (Amended: March 04, 1987)

4. **FAIR PRACTICE:** The Commission and the Police Department and the Union reaffirm and will maintain a policy not to discriminate against any person because of race, creed, color, national origin, sex, age, marital status, Vietnam era veteran status, qualified handicapped status or participation in Union activities or affairs.

5. **MANAGEMENT - LABOR MEETINGS:** Officers of the ASSOCIATION shall be allowed to meet with the COMMISSION whenever necessary to carry out the contents and purposes of this Agreement. No more than three (3) officers shall be designated. Officers who are off duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, but off-duty officers are entitled to compensation for attending negotiations and labor-management meetings. (Amended: July 19, 2004)
6. **NEW SERGEANTS, LIEUTENANTS AND CAPTAINS:** All new ranking officers shall serve a probationary period as prescribed by the COMMISSION not to exceed one (1) year. All those who have satisfactorily completed their probationary period shall be known as permanent ranking officers, and their probationary period shall be included when computing seniority. Ranking officers, upon completion of their probationary period, will be provided with a copy of this Agreement at the Department's expense, including all appendices, hereto.
7. **RESIDENCY:** As a condition of employment, all ranking officers of the City of Portsmouth, New Hampshire Police Department shall, within six (6) months of employment, become domiciled to within a thirty (30) mile radius ~~of the border of the City of Portsmouth of the Portsmouth Police Department~~ and shall remain domiciled within that radius during their term of employment. (Amended: March 04, 1985, March 04, 1987, July 19, 2004)
8. **SENIORITY:** The seniority of a ranking officer shall be determined by time in grade. In the event that more than one (1) employee was promoted on the same date, seniority shall be determined by the highest test score (if applicable). Otherwise, seniority shall be determined by length of service in present grade. In the event that all of the above are equal between two or more employees, seniority will be determined by a method which is agreeable to all parties concerned, such as a test, coin flip, etc. (Amended: March 01, 1987)
9. **VACANCIES:** Vacancies in the ranking officers ranks shall be filled as determined by the Chief and Commission. (Amended: July 19, 2004)
10. **SPECIAL DETAILS:** All ranking officers shall be eligible to fill any vacancy which may occur, whether said vacancy is in the Uniform Division or in Detectives or Youth Services, or any other Special Detail position which may be instituted. Promotions to these positions shall be filled in the same manner as any other promotion.
11. **PROMOTIONS AND TRANSFERS:** Promotions and transfers within the Portsmouth Police Department shall be made under the "Policy for Promotions" promulgated by the Portsmouth Police Commission on February 1, 1981 (amended April 9, 1987) and made an appendix to this agreement. (Amended: March 04, 1987, July 19, 2004).
12. **PERSONNEL REDUCTION:** In the event of a reduction in the ranks of the Police Department, employees with the least seniority will be first to be reduced in rank. Re-hiring will be done opposite the laying-off procedure, in that, the last officer laid off will be the first to be re-hired. Should any such employee refuse to be re-hired for whatever reason, said employee will lose all seniority and be placed at the bottom of the re-hiring list. (Amended: March 04, 1987) See Addendum #1 for Retreat Rights Agreement.
13. **TEMPORARY SERVICE OUT-OF-RANK:** When a member of the ASSOCIATION is absent from duty for a minimum of ten (10) consecutive work days, (or a minimum of fifteen (15) work days if the absence is for schooling or courses), and a specific officer of lesser rank is designated in writing by Management to assume the full-time and ongoing duties and responsibilities of the absent officer, the officer will be compensated for this service at the same rate of pay as the person for whom they are working. Temporary service out-of-rank does not constitute a promotion. (Amended: March 04, 1987, January 28, 1997, July 19, 2004)

14. **SALARIES:**

~~Effective July 1, 2016, the salary schedule will be increased by a COLA of 2%. Effective upon City Council approval, the salary schedule will be increased by COLA of 2% and modified by deleting the bottom 2 steps and adding 4 new 1% steps. Effective 7/1/16, due to the restructuring of the ranking officers' positions and duties, officers will be placed on the new pay scale based on these factors and years in current rank. Effective June 16, 2010, and each July 1 thereafter from July 1, 2010 through June 30, 2014, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.~~

The COLA Adjustment percentage shall be determined by the rolling ten (10)-year average in the CPI-U for the Boston-Brockton-Nashua--MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the rolling ten (10)-year average in the CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.

Applicability After Contract Expires: It is clearly understood that in the event that the ~~three-four~~ year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 201~~48~~ that no further COLA adjustments after July 1, 201~~37~~ will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 201~~48~~.

Detectives shall receive the following annual stipends :

To start	\$1700.00 annually
After 1 year	\$1900.00 annually
After 2 years	\$2100.00 annually

Ranking officers serving in the Patrol Division shall be paid an annual shift work differential of \$1000.00 effective July 1, 2005, to be paid \$500.00 in December and \$500.00 in June. (Amended: July 19, 2004). Upon City Council approval, the detective stipend and shift differential shall increase in accordance with the COLA adjustment described above.

The Department agrees to maintain the current minimum fifteen percent (15.0%) gap between top step patrol wages and first step sergeant wages.

15. **HOURS OF DUTY:** The hours of duty shall be so established by the Chief of Police in that, the work week will consist of five (5) eight-hour days followed by forty-eight (48) hours off Any duty requiring extension of the eight-hour work period will be considered as overtime.

Effective July 1, 2013, eight (8) of the hours required for annual New Hampshire Police Standards and Training council (NHPSTC) certification on programs not required by the PPD will be without compensation.

16. **OVERTIME:** No officer will be required to work more than the officer's regular eight-hour shift or forty-hour week except as provided in this Section. Any officer required to do so will be paid at an overtime rate, and this pay will, hereinafter, be referred to as "Overtime Pay."

Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours. Any time worked over this fifteen (15) minute period will be paid at the regular overtime rate for only the time worked.

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It is expressly understood that time spent on outside or private work details will not be counted in determining the number of hours worked for overtime distribution. With respect to any outside details for which the Chief of Police or the Chiefs designee has authorized the deployment of a Supervisor to be in charge of the detail, the rate of pay for the Supervisor shall be at the overtime rate for a Sergeant. (Amended: April 3, 1990)

Paid leave taken for Vacation, Sick Leave, Personal days, Bereavement, Military Leave, and Administrative Leave for Pending discipline will not count as time worked for overtime purposes. Notwithstanding the above, Officers called in or held over by management to work periods contiguous to their regularly scheduled shifts shall be paid at the overtime rate. Nothing in this provision shall affect the overtime for call-back or court time minimums, outside details, or grant-funded initiatives. The effective date for this provision shall be January 16, 2011.

The Union agrees not to support (directly or indirectly) a claim against the City of Commission for pre and post shift donning and doffing wages for the duration of this contract.

- 16A **Court Appearances:** If officers are required by the Department to attend Court or a hearing during their off duty hours they shall be paid a three (3) hour minimum at their time and one half rate, but shall pay to the Department any and all witness fees paid to them for attending the Court or the hearing. This will include Local, County, State, and Federal Courts. Any officer who becomes eligible for this pay will fill out an overtime slip showing the time the officer arrived in Court and the time the officer left along with the name of the Defendant in the case. (Effective July 1, 1995) [Only those employees who are on the payroll on the date the City Council gives final approval to a successor agreement shall be entitled to retroactive payment under this section.] Payment for court appearances shall not be compounded, pyramided, overlapped with or added to compensation for any other purpose except outside work details. (Amended January, 1997, July 19, 2004)
17. **SPECIAL ASSIGNMENTS:** Any officer called in for special assignment during said officer's off-duty time, shall be paid a minimum of three (3) hours at the overtime rate, and such overtime rate shall continue for any hour or portion, thereof, (at least fifteen (15) minutes), beyond said three (3) hours. This shall include parade duty, as well as any other instance where extra police protection is required. Payment for special assignments shall not be compounded, pyramided, overlapped with or added to compensation for any other purpose. (Amended: July 19, 2004)
18. **EXCHANGE OF DAYS OFF:** Members of the ASSOCIATION shall be allowed to exchange days off with other members of equal rank with the approval of the Chief of Police or the Chiefs designee.
19. **HOLIDAYS:** The following Holidays shall be paid Holidays for all members regardless of whether the member's day off falls on the Holiday or not, or if it falls during the member's annual, sick or injured leave:

NEW YEAR'S DAY
MARTIN LUTHER KING, JR. DAY
PRESIDENTS' DAY
GOOD FRIDAY (one-half day)
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY

COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
FRIDAY FOLLOWING THANKSGIVING DAY
CHRISTMAS DAY

(Amended 1997)

20. **PERSONAL DAYS:** All ranking officers shall be entitled to four (4) days off per Fiscal Year which will be classified as "Personal Days." These days may be utilized only when sufficient coverage is available so that overtime hiring is not necessary, and will be a paid day off not chargeable to any other leave. (Amended: March 04, 1987, April 3, 1990, May 3, 1999, July 19, 2004)
21. **VACATIONS:** All members completing one (1) full year of service shall be entitled to ten (10) working days paid vacation per year, and shall earn an additional day per year from the completion of the member's second year to the completion of the member's eleventh year, at which time the member shall have earned a total of twenty (20) annual vacation days. Upon completing the member's twelfth year, the member shall earn a bonus day, thus earning two (2) extra days for the twelfth year, and will continue to earn as before, one (1) day per year to the completion of the member's twentieth (20th) year, at which time the member will have earned thirty (30) days annual paid vacation. Each member may accumulate no more than fifty (50) days annual leave. This may be accumulated from year-to-year by saving a maximum of one-third (1/3) total leave earned by the member for that year. (Amended: July 01, 1982, July 19, 2004).

The vacation pick form will be structured to include a column delineating upcoming shift rotation for the vacation pick period or patrol ranking officers. Patrol ranking officers will pick scheduled vacation to insure that at least one member of the rotation (Captain, Lieutenant, sergeant) will not be on vacation, In the event that a patrol ranking officer desires to swap his/her upcoming shift, and his/her vacation pick will result in all three ranking officers being vacant from the shift, the ranking officer swapping into the shift will reschedule or cancel his/her vacation time.

The two Captains assigned to Administration will coordinate any vacation pick to insure that they will not be on scheduled leave at the same time. The Lieutenant and Sergeant assigned to Personnel and Training Division will do the same. The Captain and Lieutenant assigned to the Bureau of Investigative Services will schedule their vacation picks so they shall not conflict as outlined above. The two sergeants assigned to the Bureau of Investigative Services will do the same. (Amended: July 19, 2004)

22. **SICK LEAVE:** Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year, or one and one quarter (1 1/4) days per month, and may be accumulated without limit. Upon death or retirement or voluntary termination of employment, the City will pay to the officer or the officer's family or heirs or to the estate of the deceased officer an amount representing ninety percent (90%) of the sick leave the officer may have accumulated to the date of the officer's retirement, death or termination of employment.

Whenever a member is absent from duty due to injury or sickness not job-related, said member shall be paid the member's regular rate of pay within the limits of the members accumulated sick leave.

~~New employees hired after January 1, 1990 into the Department after March 30, 1990 who become members of the ranking officers bargaining unit, shall have sick leave accumulation accrual for all purposes shall be capped at limited to one hundred and fifty (150) days. (Amended: April 3, 1990 July 27, 2016)~~

Notice To Receive Sick Leave Payout

Officers requesting advance pay-outs for accrued sick leave in lieu of retirement must do so in writing to the Chief of Police indicating an irrevocable date of retirement and the dates they wish to receive one, two or three lump sum pay-outs (at 90% of the current wage). Once the pay-out begins, the employee may not withdraw said notice of retirement or voluntary termination. (Amended: July 19, 2004)

Three Year Payout Option

If an employee wants accumulated sick leave to be paid out over more than one year, the employee may give up to three years of notice. However, it is understood that once payment begins the employee may not withdraw said notice of retirement or voluntary termination. (Amended January, 1997)

ZERO Payout For New Hires

New employees hired into the Department after January 1, 1997 who become members of the ranking officers bargaining unit shall not be entitled to any payout for accumulated sick leave upon retirement, termination, or death. Such employees will still be allowed to ~~accumulate-accrue for all purposes and capped at up to~~ ~~the maximum of~~ one hundred fifty (150) days. (Amended 1997)

23. **INJURED LEAVE:** Accident or personal injury to any employee arising out of the employee's employment shall be covered by the NH Workers Compensation statute and the rules and regulations issued pursuant to said statute. Employees receiving temporary disability payments under said statute shall be entitled to the difference between the amount received from the insurance or the workers Compensation carrier and the officer's regular pay check. Said payments shall be made until the employee is able to return to work, but in no event shall such payments by the Department or the City exceed fifty-two (52) weeks. (Amended October 1993)

24. **TEMPORARY ALTERNATIVE DUTY**

(A). In compliance with RSA 281-A:23-b, the Chief of Police, under delegation of authority from the Commission, *may* provide temporary alternate duty assignments (light duty) for injured employees.

(B). Employees covered by this working agreement who have been on authorized leave due to illness or injury, may request a light duty assignment. The officer must provide management with a release from his or her physician utilizing the State forms outlining the duties that can and can not be performed. The officer will return to a light duty assignment within the sworn service of the Police Department. Said assignments shall be in accordance with the following:

- 1) **PATROL DIVISION** — Employees assigned to the patrol division who request light duty in accordance with this section, may work light duty assignments within the patrol division, and will have the same work schedule, subject to authorization from his/her physician and the availability of a light duty assignment. The Department will make a reasonable attempt to insure that the Officer's days off and hours of light duty will coincide, to the extent possible, with the officers selected shift he/she selected

pursuant to the "Shift Pick". If an officer can not be assigned to his/her previously selected shift due to the lack of light duty work, the Department shall consider the officers individual circumstances in making a light duty assignment.

- 2) **SPECIAL DETAILS** — Officers assigned to Special Details may perform light duty that is consistent with "Special Detail" assignments. (Amended: July 19, 2004)
- 3) **ADMINISTRATIVE ASSIGNMENTS** — Officers assigned to administrative assignments may perform light duty that is consistent with such assignments.

(C) Nothing in this agreement shall be construed as conflicting with the injured leave section of the contract.

(D) It shall be entirely optional for employees with non-work related injuries or illnesses to accept a light duty assignment. It is the sole discretion of the Chief of Police whether or not to offer a light-duty assignment to officers who are injured off-duty. Officers who return to a light-duty position due to an off-duty injury will receive compensation for the hours worked. Officers with work related injuries shall have priority for light duty assignments.

(E) It is understood by the parties that light duty is not intended to be used as a means of punishment. The Chief of Police will not require an employee to report for light duty if there is no light-duty work available.

(F) Light duty assignments shall not affect the shift assignments, or shift bid possibilities, or other employees. Employees assigned to light duty shall be assigned to the same shift as their assignment before the injury, subject to the limitations in Paragraph B (I) above.

(G) Officers assigned to light duty are not eligible to work any overtime listed in the "work book" which includes "budgets" or "outside details".

(H) An employee whose physician has approved him/her for a light duty assignment and who loses any workers compensation benefits for refusal to accept temporary alternate duty offered by the Police Department shall not be eligible for injured leave.

25. **WORKERS' COMPENSATION INSURANCE:** The City shall provide, at no cost to the employee, Workers' Compensation Insurance for each member of the Department. (Amended: July 19, 2004)

26. **HEALTH AND WELFARE INSURANCE:** The City shall provide health insurance for individual, two person or family coverage for full-time employees. Effective as soon as possible after City Council approval of the 1995-1998 contract the insurance will be Blue Choice One (I) or equivalent coverage. SAID plan shall include at least a \$2,000,000.00 lifetime maximum coverage.

The City will provide an IRS 125 Plan by which employees may make their contributions on a pretax basis. Participation in the plan will be voluntary. (Amended January 1997)

Effective June 16, 2010 the employee's cost will be twenty percent (20.0%) of the premium and the Commission will pay eighty percent (80.0%).

Within a reasonable time after the approval of this contract by the City Council, the Commission will offer employees the option of choosing health insurance under the Matthew Thornton Plan so long as it is offered by the NHMA Health Insurance Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 1 00-MC and Blue Choice as set forth above:

Employee Percentage

June 16, 2010	15.5%
2011-12	15.5%
2012-13	15.5%
2013-14	15.5%

Effective as soon as possible after City Council approval, employees will have the choice of enrolling in the AB 20 plan with a 10/20/45 prescription or the BC 20 plan with the 10/20/45 prescription. The City will only pay 90% of the premium of the AB20 plan with the employee paying 10% of the premium. If an employee wishes to enroll in the Blue Choice 20 10/20/45 plan, the City's contribution toward the cost of health insurance will be capped at 90% of the premium cost of the AB 20 10/20/45 plan. If the cost paid by the City exceeds any of the threshold levels for assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax, the parties will each select a plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties. ~~the City may offer two (2) additional optional plans based upon the Comp 100-MC and Blue Choice One plans with premium share as described above. Co-pay shall be five dollars (\$5.00) for office visits, twenty five dollars (\$25.00) for emergency room visits, and \$10/\$20/\$45 for 30-day retail or 90-day mail order prescriptions.~~

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

Health Insurance: Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council. (Amended: July 19, 2004)

- 27. **DELTA DENTAL COVERAGE:** The City agrees to pay such sums as necessary each month for each permanent member and each probationary member of the Department (including their dependents), with a \$750.00 maximum benefit per person per contract year to Delta Dental Plan I for the following coverages:

COVERAGE "A" - 100%
 COVERAGE "B" - 60%
 COVERAGE "C" - 50%

This coverage is effective on October 01, 1981. (Amended: April 09, 1984)

26.A and 27.A STIPEND GRANDFATHER LANGUAGE:

The City will pay a stipend of \$500.00 per quarter to any employee who is eligible for health insurance coverage under this Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the city, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout..The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. No additional employees shall receive such stipends when both spouses work for the City.

Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department. If the employee is found to have dual coverage, the employee

must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. (Added October, 1993)

28. **LIABILITY INSURANCE:** Effective as soon as practicable after the City Council approval of this agreement, The City of Portsmouth shall provide at no cost to the employee, insurance coverage in the amount of \$2,000,000 for liability protection for actions arising out of the performance of the employee's duties, including action for False Arrest.

29. **LIFE INSURANCE:** The City of Portsmouth shall provide, at no cost to the employee, life insurance coverage of no less than \$10,000 on each member of the Police Department. This coverage shall be increased to twenty thousand dollars (\$20,000) effective July 1, 1999. (Amended May 3, 1999). Effective as soon as practicable after the City Council approval of the agreement, this coverage shall increase to forty thousand dollars (\$40,000.00). This insurance also automatically includes Accidental Death Coverage up to \$20,000 per person.

30. **FUNERAL & EMERGENCY LEAVE:** In the event of the death of one of the following relatives of any member of the Police Department, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. The purpose of such leave shall be to attend the funeral and/or memorial service of the deceased relative. Relatives covered are:

Spouse	Children	Step-Children
Mother	Father	Step-Mother
Sister	Brother	Step-Father
Mother-in-law	Father-in-law	Grandchildren
Aunts	Uncles	Nieces
Nephews	Sister-in-law	Brother-in-law
Grandparents (maternal & paternal)		Civil Union Partner

The above relatives will apply to both the employee and the employee's spouse. In addition to the above, the Chief of Police may upon written application grant up to three (3) days Emergency Leave if in the Chief's opinion, the circumstances warrant. (Amended: March 04, 1987, October, 1993, July 19, 2004)

31. **LONGEVITY PAY:** Any member having completed five (5) years of continuous service by December 31st will be paid a longevity bonus as follows: after five (5) years - \$100.00, and an additional \$30.00 per year for every additional year of service thereafter. Longevity pay will increase by 8.4% effective July 1, 2004. Effective July 1, 2005, the longevity pay will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. (Amended: July 19, 2004) Upon City Council approval, this will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above.

32. **CLOTHING ALLOWANCE:** The City of Portsmouth will provide the amount Seven Hundred Three Dollars and Fifteen Cents (703.15) to be paid on or about July 1, 2005 or at such time as set by the COMMISSION to each member of the bargaining unit for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. Upon City Council approval, this will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. The following articles are considered as part of the uniform:

Bars (Service)	Blouse	Boots (ins.)
Cap (summer & winter)	Cape & Cover	Chevrons
Epaulets	Gloves (black)	Gloves (white)
Hat Pieces	Jacket (cruiser)	Raincoat

Scarves	Overshoes	shirt(short & long)
Rain Hat	Rubbers	Ties
Shoes and/or Repairs	Sweater (blue)	Socks (navy/black)
Trousers	Underwear (Ins.)	Knife (pocket/jack)
Vest (traffic safety)	Vest (blue Ins.)	Flashlight
Clothing maintenance/tailoring		

In addition to the previous list, any article of clothing required to be worn as part of the uniform will be allowed to be purchased. In addition to the above, suitable civilian clothing, such as suit coats, trousers, hats, shirts and suits may be purchased.

The City will repair any article of clothing at no cost to the employee or replace articles of clothing at a depreciated value, based upon the age and wear of articles at the time of damage resulting from any enforcement action or legitimate police activity. Any equipment torn or otherwise damaged under like circumstances will be repaired or replaced as required at no cost to the employee.

All new employees hired between July 1st and December 31st shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered the employee's clothing allotment for the Fiscal Year. If an employee is hired between January 01st and June 30th, the employee's uniform and equipment will be supplied, however, the employee's allowance shall be one-half (1/2) of the usual amount for the next Fiscal Year. In the event of a change in duty from Line Officer to the Detective Division and Youth Services Division or from the Detective Division and Youth Services Division to Line Duty, an additional \$100.00 Clothing Allowance will be paid. (Amended: March 04, 1987) (Amended: April 3, 1990)(Amended October 1993) (Amended: July 19, 2004)

33. **MILITARY LEAVE:** Except as note herein, the Department shall follow the City of Portsmouth's Military Leave Policy.(Added October, 1993, July 19, 2004)

34. **EDUCATIONAL INCENTIVE:** Effective July 1, 2012, Permanent full time employees of the Police Department shall be eligible to receive, in addition to his/her annual salary, advanced degree pay for the following degrees from accredited colleges: Effective July 1, 2016 and July 1, 2017, the educational incentive will be increased by the rolling 10-year average CPI-U, between 2% and 5%.

	<u>July 1, 2016</u>
(a) Associate's Degree \$ 500.00	<u>\$ 510.00</u>
(b) Bachelor's Degree \$1,000.00	<u>\$1,020.00</u>
(c) MA/MS/PhD/JD \$1,500.00	<u>\$1,530.00</u>

Educational benefits for employees with advance degrees are non-cumulative and shall be paid in two (2) equal installments, the first of which shall be due on the first wage payment date during the month of December in each year of this contract, and the second of which shall be due on the first wage payment date in June during each year of this contract.

Advanced degree payments are based upon degrees conferred prior to July 1 of the previous year. A certified copy of the degree shall be placed on file with the Department in order to be eligible for payment.

35. **GRIEVANCE PROCEDURE:** The term "GRIEVANCE" shall include any dispute concerning the application or interpretation of any of the provisions of this Agreement.

- (A) Any employee having a grievance shall bring it to the attention of the Deputy Chief of Police. If the matter is not resolved with the Deputy Chief, the employee shall notify the Officers of the ASSOCIATION in writing within seven (7) days of noting the grievance and the Officers of the ASSOCIATION shall determine the justification of said grievance. (Amended: July 19, 2004)
- (B) If the Officers feel that a grievance exists, the officer will arrange a meeting within five (5) days from the receipt of the grievance with the Chief of Police or the Chiefs designee in an attempt to adjust the grievance informally.
- (C) In the event that the grievance cannot be satisfactorily settled between the Chief of Police and the representatives of the ASSOCIATION within fourteen (14) days of the meeting described in (B), the matter will then be referred to the COMMISSION.
- (D) Within ten (10) days from the referral set forth in (C), the COMMISSION will schedule a date to hear the grievance as presented by the Chief of Police and the ASSOCIATION.¹ The COMMISSION shall render its decision in writing as soon as possible but not later than fifteen (15) calendar days.
- (E) (Section 1) If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the ASSOCIATION may, by giving notice to the COMMISSION within ten (10) working days after the Association receives the COMMISSION'S written decision, submit the grievance to Arbitration. Such notice shall be addressed in writing to the COMMISSION.

(Section 2) - In the event that the ASSOCIATION elects to proceed to Arbitration, the COMMISSION, or its designee, and the ASSOCIATION will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the ASSOCIATION no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitration.

(Section 3) - The COMMISSION and the ASSOCIATION agree that they will individually be responsible for their own costs, preparation and presentation. The COMMISSION and the ASSOCIATION further agree that they shall equally share in the compensation and the expense of the Arbitrator.

(Section 4) - The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or detracting from any provision of this Agreement. The Arbitrator may or may not, make his/her award retroactive to the initial filing date of the grievance as the equities of the case may require.

(Section 5) - Each grievance shall be separately processed at any Arbitration proceeding hereunder, unless the parties otherwise agree.

(Section 6) - The Arbitrator shall furnish a written opinion

¹It is understood that the scheduling of the hearing must occur within the ten (10) days, although the actual hearing may take place later.

specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the ASSOCIATION and the COMMISSION and the aggrieved employee who initiated the grievance. (Amended: March 04, 1987)

(Section 7) - The arbitration provisions of this Section shall be subject to the provisions of RSA 542 "Arbitration of Disputes."

36. **SEPARABILITY:** Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in force. In the event that this Agreement should provide more advantageous benefits than those provided in any statutes, the terms of this Agreement shall prevail.
37. **REOPENING OF CONTRACT:** It is hereby agreed by the COMMISSION and the ASSOCIATION that any and all terms of this Agreement relating to working conditions shall be opened for additions or omissions at any time before its expiration date upon agreement of both parties.
38. **DURATION OF CONTRACT:** The terms of this Agreement shall be in effect, where reasonable, from the date of City Council approval and shall expire June 30, 2014. No cost item in this agreement shall have retroactive effect unless it is specifically described as such and the cost is disclosed to and approved by the Commission and the City Council. (Amended: March 04, 1987) (Amended: April 3, 1990)(October 1993) (Amended January 1997) (Amended: July 19, 2004)
39. **SCOPE OF AGREEMENT:** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the COMMISSION and the Association, for the life of this Agreement, each, voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

The Waiver or breach of a condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all of the terms of this Agreement. The COMMISSION and the ASSOCIATION herein agree this document represents the entire Agreement between the Parties and that no other Agreement, understanding or past practice exists, except as specifically enunciated in this Agreement.

40. **NO STRIKE/LOCKOUT:** During the life of this Agreement, neither the ASSOCIATION nor any ASSOCIATION Officer, Representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Police Department. The Commission agrees not to conduct a lock-out. The ASSOCIATION and its Officers shall not be considered to have violated this Article if they have used all reasonable efforts to prevent or cause to cease the ACTIVITIES prohibited by this Section.

In the event of a violation of this Section, the COMMISSION or the ASSOCIATION, as the case may be, may at its option, institute any or all proceedings in a Court of Law, or in Equity, or before the Public Employee Labor Relations Board or in Arbitration pursuant to the procedures described in this Agreement.

41. OUTSIDE DETAIL

Outside Work Details apply to those jobs where officers are paid by persons and/or firms needing police coverage, either as required under State law or City ordinance, or for the safety and protection of the general public. These include construction companies working on or near roadways, public dances, rallies, private parties, athletic events, political events, etc. Voluntary overtime details shall be considered, "Outside Work." Management reserves the right to order in officers to fill outside work details if necessary for public safety.

Policies and procedures along with the recording of and the number of police personnel assigned to all Outside Work Details shall be the responsibility of the Chief of Police and the Portsmouth Police COMMISSION. At all times, the Department's shift needs shall take priority over Outside Work Details. If the Department is unable to fill a shift, the Department may transfer an Officer from an Outside Work Detail. It is the responsibility of the station officer to notify the on duty shift commander anytime an officer cancels a detail within twenty-four (24) hours.

If any officer, signed up for an Outside Work Detail, cancels that job within a twenty-four (24) hour period of the job starting time, that officer is subject to a one week work penalty. This means that the officer will be subject to being bumped by any officer from any job regardless of money earned and days off. If an officer does cancel on such a job, it is the officer's responsibility to make an explanation to the Chief of Police or his designee. If the explanation is not satisfactory the officer is subject to a one-week work penalty. This work penalty is not considered a disciplinary measure and is not subject to the grievance procedure.

Upon execution of this agreement, outside or private work details shall be paid forty two dollars (\$42.00) an hour with a guaranteed minimum of four (4) hours. Overtime and/or "Budgets" will be subject to Section 21 "Overtime" Pay. Overtime jobs carry a three- (3) hour minimum.

42. MATERNITY LEAVE

Upon application of the employee and approval by the Chief of Police a medical leave of absence for maternity shall be granted to permanent, full-time employees who have been employed at least one (1) year before said application.

Employees granted a medical leave of absence for maternity purposes shall utilize any or all of their accumulated sick, annual or comp time or a combination of the three before going out on leave without pay except with written approval from the Chief of Police.

Said leave of absence shall not exceed six (6) months after birth for maternity purposes; Said leave of absence shall not exceed twelve (12) weeks after birth for paternity purposes. No more than two (2) weeks of paid "sick leave" may be used for the paternity leave. Said leave shall also be applicable to parents who adopt a Child.

Said leave shall commence upon the determination of said employee and/or the recommendation of her attending physician.

Employees on a leave of absence without pay will be eligible to continue their health insurance coverage by paying group rate premiums to the department.

Upon returning from a leave an employee's medical insurance shall be reinstated and the department shall pick up coverage on the first day of the first calendar month after they return.

An employee shall not forfeit seniority during this leave of absence.

An employee shall notify the Chief of Police one (1) month prior to returning to work.

Upon application to the Chief of Police, these restrictions may be waived, on a case-by-case basis, at the Chief's discretion.

(Amended: October, 1994) (Amended March 19, 1999)

43. FAMILY AND MEDICAL LEAVE ACT

For the purposes of maternity or paternity leave, intermittent leave is not permitted without permission from the Chief of Police or his/her designee. Employees who are using paid sick leave while on FMLA leave shall not be eligible for any Department overtime or outside work detail. Employees using annual leave while on FMLA leave shall not be eligible for Departmental overtime but shall be eligible for outside work details. Except as noted herein, the Department shall follow the City of Portsmouth's Family and Medical Leave Policy. (Amended October 6, 2003)

44. MILITARY LEAVE

Except as noted herein, the Department shall follow the City of Portsmouth's Military Leave Policy.

45. STIPEND FOR PERFORMANCE EVALUATION IMPLEMENTATION

The parties will implement and follow the attached evaluation system. Bargaining unit members who are employed by the City upon the execution of this Agreement will receive a stipend payment of \$1,000 (not added to base compensation and less all ordinary and regular withholdings) in their first full paycheck after the execution of this Agreement; and a stipend payment of \$1,000 (not added to base compensation and less all ordinary and regular withholdings) in their first full paycheck after January 1, 2017, provided that they remain Bargaining Unit members on January 1, 2017. See the attached Exhibit 2.

Dated at Portsmouth, New Hampshire, this ____ day of _____ 20116.

PORTSMOUTH POLICE
RANKING OFFICERS ASSOCIATION

PORTSMOUTH POLICE COMMISSION

By: _____
President PPROA

By: _____
~~Gerald Howe~~ Brenna Cavanaugh
Chairman

Vice President PPROA
Negotiating Committee Member

~~John Russe~~ Joseph Onosko
Commissioner

Negotiating Committee Member
PPROA

~~John Golumb~~ Joseph Plaia, Jr
Commissioner

Negotiating Committee Member
PPROA

David ~~Ferland~~ Mara
Chief of Police

Thomas ~~Flygare~~ Closson
City Negotiator

EXHIBIT 2

DRAFT

PORTSMOUTH POLICE DEPARTMENT SUPERVISOR PERFORMANCE EVALUATION FORM

Check Evaluation Type: Annual Probationary

Employee Name: _____ Evaluation Period: _____ To _____

Assignment: _____ Time in Assignment: _____ Years of Service: _____

A	B	C	D		E	FACTORS TO BE EVALUATED	
Not Satisfactory	Some Improvement Needed	Meets Standards	Exceeds Standards		Does Not Apply	<i>Comments</i>	
						<i>Reliability (attendance, tardiness)</i>	
						<i>Grooming & Dress</i>	
						<i>Care of Equipment</i>	
						<i>Public/Other Relations</i>	
						<i>Conduct</i>	
						<i>Dependability</i>	
						<i>Cooperation</i>	
						<i>Public</i>	
						<i>Supervisors</i>	
						<i>Co-workers (PPD/City)</i>	
						<i>Compliance with rules</i>	
						<i>Attitude</i>	
						<i>Initiative/Motivation</i>	
						<i>Productivity</i>	
						<i>Leadership</i>	
						<i>Skills</i>	
						<i>Reports</i>	
						<i>Firearms</i>	
						<i>Driving Ability</i>	
						<i>Work Performance</i>	
						<i>Ability to develop in occupation</i>	
						SUPERVISORY FACTORS	
						<i>Organizing Ability</i>	
						<i>Training and Instruction</i>	
						<i>Effectiveness</i>	
						<i>Evaluating Subordinates</i>	
						<i>Practical Judgement</i>	
						<i>Supervisory Control</i>	
						<i>Employee Recognition & Development</i>	
						<i>Expression</i>	
						<i>Loyalty</i>	

COMMENTS OF RATER: General comments as to the employee's performance during the evaluation period should be made in this space. Comments are required in areas where the rater marked the employee in columns A, B or D. Special emphasis must be added in this area when the employee is a probationary employee. Permanent status must be addressed.

PLANNED IMPROVEMENT/CAREER COUNSELING FOR THE FOLLOWING EVALUATION PERIOD: The rater must outline the areas in which he/she wishes the employee to improve, and with the employee, he/she must develop a plan, which the employee will use as a guide for improvement. Career counseling will be discussed and documented in this section.

Sick days used for rating period (excluding FMLA):

Rater's Signature: _____ **Rater: Printed Name:** _____

EMPLOYEE COMMENTS:

Employee's Signature: _____

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

I wish to discuss this report with the reviewer. I request that this evaluation be reviewed by the Training Officer.

Reviewed by: (initial & date)

DEPARTMENT HEAD

Reviewed and Approved: _____ Date: _____

Reviewed and NOT Approved: _____ Date: _____

Copy given to employee Scanned to Guardian Tracking Original-Personnel File

**SAMPLE CRITERIA LANGUAGE for:
Satisfactory, Some Improvement Needed,
Meets Standards, Exceeds Standards**

Performance Evaluations	Effective Date:
Miscellaneous information:	

I. PURPOSE

The evaluation process is designed to take personal inventory, to identify strengths and weaknesses and to outline and define a practical improvement program.

II. ANNUAL EVALUATIONS

Performance evaluations will be completed annually and due two weeks prior to the respective anniversary date (anniversary of promotion for supervisors; anniversary date of hire for all employees; whichever applies).

1. Evaluations will be required on all employees; full time and part-time.
2. Each performance evaluation will be based on the employee's performance during the preceding 12 months.
3. Previous evaluation reports may be used to measure improvement.

III. RATER RESPONSIBILITIES

- A. All supervisors will receive evaluation training prior to assuming the role of evaluating personnel.
- B. Prior to the beginning of each evaluation period, raters shall:
 1. Review this policy.
 2. Identify the employee's present assignment and review the respective job description. Evaluations will be job specific.
 3. Review the employee's supervisory file and monthly reports.
- C. The employee's immediate supervisor will complete the performance evaluation.
- D. The supervisor will use all information at his/her disposal to complete a fair and accurate indication of the employee's performance.

IV. PROGRESS REPORTS

1. All supervisors shall complete progress reports on all employees on a monthly basis.
2. Progress reports shall be considered part of the evaluation system.

3. Reports are due within seven (7) days after the end of each month.
4. These reports are designed to allow for progressive monthly entries covering the preceding 12-month period.
 - a. Progress reports are reviewed with each employee on a monthly basis.
 - b. Supervisors will note exceptional performance as well as areas needed for improvement.
 - c. Mandatory comments regarding sick leave will be addressed monthly.
 - d. If a non-probationary employee's performance is unsatisfactory or in need of significant improvement in any area, the employee will be notified in writing via the monthly report within 90 days of his/her annual evaluation.
5. Progress reports will be used as performance indicators along with the previous Performance Evaluation Report
6. Reports will be routed through the chain of command to the Professional Standards Unit, then to the respective Divisional Captain.
7. Monthly progress reports will be retained on a 12-month cycle.

V. DISTRIBUTION AND RETENTION

1. Each supervisor is responsible for ensuring that annual evaluations are completed on all employees/supervisors assigned under their supervision.
2. Two weeks prior to the annual due date, supervisors will have evaluations completed and forwarded to their immediate supervisor. Shift commanders and division heads will review evaluations and forward a copy to their respective Divisional Captain. Originals will be forwarded to Human Resources.
3. Performance evaluations will be retained for a minimum of three years.
4. Copies of evaluation forms for employees will be retained with their respective Divisional Captain.
5. Originals will be stored at the Human Resources Department.

VI. UTILIZATION OF RESULTS

1. The employee and his/her supervisor shall use evaluation results to improve his/her general overall performance.
2. Supervisors and administrators will also use results to assist in personnel allocation, assignment, training and promotion.

VII. EVALUATION CRITERIA

1. Categories and definitions:

Exceeds Standard: Performance over and above what is expected.

Meets Standards: Expected high quality and quantity performance.

Some Improvement Needed: Improvement needed and noted on monthly reports.
Not satisfactory: Regular performance is consistently not to standard or critical areas are not to standard.

Does not Apply

2. Supervisors will also note and rate any additional factors that they feel would provide further insight into an employee's performance.
3. General comments on performance during the evaluation period will be made on the second page of the form.
4. Explanatory comments are required any time an employee is rated as "exceeds standards" or not "satisfactory".
5. Supervisors may make brief comments where indicated on the face sheet of the form for sworn positions.

VIII. SUPERVISOR'S PERFORMANCE EVALUATIONS

1. Supervisors will be rated by their respective supervisors in the same manner as non-supervisory personnel. In addition, they will also be rated on their supervisory and rating abilities. Supervisory factors will be completed for all supervisory personnel.
2. Specific notation of the evaluation done on each supervisor will address the manner in which he/ she executes and accomplishes the evaluation process.

IX. PROBATIONARY EMPLOYEES PERFORMANCE EVALUATIONS

1. Immediate supervisors will complete a monthly report on each probationary employee noting any problems or weaknesses. These shall be done after completion of training when the probationary employee is assigned to their respective division.
2. The rater must make a recommendation relative to the permanent status of the probationary employee.
3. The rater should also make recommendations relative to other options that he/she feels might be appropriate.

X. PLANNED IMPROVEMENT/CAREER COUNSELING

1. Since the performance evaluation system is designed to enhance the employees' abilities, the supervisor and the employee will develop a specific plan.
2. The rater will outline expected performance, as well as the areas that he/she wishes to see employee improvement.
3. The rater will develop a plan with the employee that will allow and encourage the employee to attain desired goals.
4. The rater will work with the employee during the following rating period to reach these goals.
5. Raters will also note career counseling on desired goals, including advancement, specialization or additional training.

XI. PERFORMANCE EVALUATION REVIEW

- A. Evaluations will be reviewed with and signed by employees, once the annual evaluation, planned improvement and career counseling is completed.
1. The employee's signature indicates only that he/she had the opportunity to read the evaluation and that a conference has been held with the supervisor.
 2. The employee may refuse to sign the evaluation and request that a review with a higher-ranking supervisor be arranged.
 3. Agreement between the employee and the rating supervisor regarding the level of performance is not required.
 4. Space on the evaluation form is available should the employee wish to make comments on the process or the evaluation. The employee may note his/her comments or objections in the appropriate area on the evaluation report or he/she may and submit them in writing via the chain of command, to the Chief of Police. These notations shall become a permanent part of his/her personnel folder. Final determination rests with the Chief of Police.
 5. Employees shall be given a copy of the performance evaluation.
- B. The performance evaluation shall be reviewed and signed in the appropriate area by the rater's supervisor (Lieutenant or Captain). This signature shall indicate not only that the evaluation has been reviewed, but also indicates approval on the part of the rater's supervisor.
- C. The rater's supervisor has the authority to have the performance evaluation reevaluated.

"Appendix A"

PERFORMANCE EVALUATIONS MEASUREMENT DEFINITIONS

The evaluation process is designed to take personal inventory, to identify strengths and weaknesses, and to outline and agree upon a practical improvement program.

RELIABILITY (*Attendance and Tardiness*)

It is the policy of the Manchester Police Department to require all employees to report for work punctually and to work all scheduled hours, as well as any required overtime. Excessive tardiness and poor attendance disrupt the workflow and customer service to the citizens of the City of Manchester. An employee who is tardy or absent disrupts the workflow, burdens co-workers with extra tasks, lowers morale, and may affect public safety. Furthermore, absenteeism often increases labor costs.

Not Satisfactory

Excessive use of sick leave, if the member/employee has taken nine (9) or more sick days during the last year and/or four (4) tardiness.

Some Improvements Needed

Sick leave of five (5) to eight (8) days during time periods stated above and/or no more than three (3) unjustified tardiness noted.

Meets Standards

Sick leave of one (1) to four (4) days during time periods stated and/or no more than one unjustified tardiness noted.

Exceeds Standards

No sick leave used. No unexcused tardiness in reporting for any scheduled activity.

GROOMING AND DRESS

To insure uniformity in dress and appearance with uniformed personnel and the creation of a good "first impression". Inspire confidence in the professional ability of the department and its members.

Not Satisfactory

Non-professional, unkempt clothing/uniform, hair, shoes & weapon.

Some Improvements Needed

Repeatedly has minor discrepancies in uniform/clothing and appearance, makes the appropriate changes only when spoken to by supervisor.

Meets Standards

Neat, clean uniform and appearance, shined shoes & leather, command bearing.

Exceeds Standards

Tailored clean uniform, spit shined shoes and leather, command bearing.

CARE OF EQUIPMENT

Proper use and care of department equipment. Improper use for evaluation purposes is defined other than for which a piece of equipment was issued or intended, abuse, neglect, or when applicable, by means other than the manufacturer's instructions as to cause damage to the equipment.

Not Satisfactory

One or more documented occasion of improper use.

Some Improvements Needed

No more than one documented occasion of improper use, and or more than one occasion requiring supervisory intervention to ensure proper maintenance, repair or replacement.

Meets Standards

No improper use of equipment noted. Minimal supervisory intervention to ensure proper maintenance, repair or replacement.

Exceeds Standards

No improper use of equipment noted. Special care and attention given to equipment.

PUBLIC RELATIONS

Displays a professional example and attitude through contact with public.

Not Satisfactory

Abrupt, belligerent and overbearing. Introverted and un-communitative. Frequent, valid citizen complaints.

Some Improvements Needed

Valid citizen complaint(s) of discourtesy. Seems to have more bad days than good days with the public.

Meets Standards

Courteous, friendly, communicates in a professional and unbiased manner. No valid citizen complaints.

Exceeds Standards

Establishes rapport and is always objective. Always at ease in any person-to-person situation. No valid citizen complaint. Always conducts themselves in a manner so as to bring credit to the department.

CONDUCT

Every member or employee shall conduct themselves in a professional manner and behave consistent with department rules and regulations.

Not Satisfactory

Insubordinate with supervisors. Resists any teaching techniques. Is uncooperative, derogatory and/or demeaning. Consistent failure to cooperate with employees and the public; rude, abrupt.

Some Improvements Needed

Occasionally demonstrates unwillingness to cooperate with employees and the public. Generally has to be sold on the necessity of something before doing it.

Meets Standards

Maintains a professional image. Consistently assists others. Has respect for supervisors, fellow workers and citizens. Complies with rules and regulations.

Exceeds Standards

Always striving to improve. Accepts constructive criticism from others in a positive manner so as to improve his or herself. Goes beyond expectations to get things done.

DEPENDABILITY

Ability to carry out specific task(s) in a timely, efficient and professional manner. Ability to make proper decisions and choices.

Not Satisfactory

Unable to consistently make decisions and complete tasks.

Some Improvements Needed

Acts only after much thought. Usually needs help from others in decision making and completing task(s).

Meets Standards

Able to assess a situation(s) and take proper action on his/her own with no unnecessary intervention from his/her supervisor.

Exceeds Standards

Requires no supervisor and always takes proper course of action.

COOPERATION

Displays a professional example and attitude through contact with public and coworkers. Insures prompt exchange of information between individuals and divisions. Works well with others.

Not Satisfactory

Resists or rarely willing or able to convey thoughts or ideas with others.

Some Improvements Needed

Not always willing to freely convey thoughts and ideas to others.

Meets Standards

Always willing and able to communicate thoughts and ideas to others.

Exceeds Standards

Enthusiastic wholehearted active interest. Always willing and able to communicate ideas and thoughts in a meaningful fashion. Consistently goes out of his/her way to assist and cooperate.

COMPLIANCE WITH RULES

Uses appropriate process and procedure for each situation and complies with all rules and regulations and SOPs.

Not Satisfactory

Has indifferent interest and/or non-compliance of department rules and regulations and/or SOPs and makes no attempt to learn them.

Some Improvements Needed

Insufficient knowledge and compliance of rules and regulations and SOPs, frequently fails to take correct action.

Meets Standards

Complies with departmental rules and regulations and SOPs.

Exceeds Standards

Exceptional knowledge and compliance of departmental rules and regulations and SOPs.

ATTITUDE

Attitude is defined as a way of thinking and behaving. It shall remain positive and shall not bring discredit upon the member/employee of the department or impairs the operation or efficiency of the department.

Not Satisfactory

Consistently demonstrates inappropriate and negative behavior which brings discredit to the agency and/or member or employee. Makes no attempts to make use of constructive criticism.

Some Improvements Needed

Frequently rationalizing mistakes, considers criticism as negative and is reluctant to make corrections.

Meets Standards

Expresses active interest toward their job. Accepts criticism in positive manner and applies it to further self-improvement.

Exceeds Standards

Accepts criticism and utilizes it to excel in both job performance and proficiency. Utilizes time to further professional knowledge, maintains a high degree of motivation towards professional responsibilities.

INITIATIVE/MOTIVATION

The member or employee accepts responsibility when it is given to them and remains proactive in his/her duties. Explores opportunities to assist others toward the achievement in the department's goals and objectives.

Not Satisfactory

Avoids accepting responsibility and is continually unavailable to his/her supervisor when assignments and job tasks are imminent. Employee fails to exhibit an interest in feedback and/or results of the completed task.

Some Improvements Needed

Consistently blames others for their mistakes and has to be prompted to complete work and/or actively seek other tasks.

Meets Standards

Recognizes and identifies methods of performing job responsibilities in an efficient manner and acts upon them.

Exceeds Standards

Has a profound positive impact on the department's operational capabilities. Seeks responsibility.

PRODUCTIVITY

Without direct instruction from a supervisor, the employee or member initiates his/her own activity and measurably performs their responsibilities in a timely manner.

Not Satisfactory

Member or employee avoids activity. Does not follow-up on situations or investigations or other tasks delegated by a supervisor.

Some Improvements Needed

Only active or completes tasks when supervisor intervention is imminent. Has to have talks with supervisor to motivate them.

Meets Standards

Requires little supervisory intervention as it concerns the member/employee's motivation to recognize and identify the process in which their job tasks are to be completed.

Exceeds Standards

Outstanding knowledge of what is expected from them. Needs no supervision, does not have to be motivated to complete work. Assignments are carried out and followed through precisely.

LEADERSHIP

The member or employee accepts responsibility when it's given. Demonstrates ability to make appropriate decisions and to facilitate the cooperation of others to accomplish job responsibilities.

Not Satisfactory

Refuses any position of responsibility and/or has an inability to make appropriate decisions or coordinate the efforts of others in accomplishing a task. Tries to blame others for their errors.

Some Improvements Needed

When given some responsibility, has a difficult time coordinating efforts and blames others for such failure.

Meets Standards

Takes responsibilities when it is given to them. Facilitates the cooperation of others to accomplish job responsibilities.

Exceeds Standards

Seeks responsibility. Volunteers for specialty or special duties. Leads by exemplary actions and very effective in coordinating efforts of others. Results of this coordination are measurably beneficial to the department.

SKILLS

The member/employee possesses an acceptable level of proficiency that permits him/her to accomplish job responsibilities.

REPORTS

Not Satisfactory

Totally incapable of organizing events into written form and or reports are rarely complete and accurate.

Some Improvements Needed

Difficulty in getting entire events in chronological order. Reports often contain errors. Reports frequently have important events left out. Consistently requires supervisory intervention to make corrections.

Meets Standards

Reports are in logical sequence of thought to include all elements and facts. Completes reports with accuracy and thoroughness.

Exceeds Standards

A complete and detailed account of what occurred from beginning to end, written and organized so as to assist any reader in comprehending the occurrence. Employee demonstrates an exceptional use of writing skills.

FIREARMS

Not Satisfactory

Firearm qualification results produce a "fail" rating, thus not meeting department standards and standards set forth by New Hampshire Police Standards and Training Council. The member has exhibited example(s) of a failure to apply the principles of safety in the handling of firearms.

Some Improvements Needed

Does Not Apply.

Meets Standards

Firearm qualification results produce a "pass" rating, thus meeting department standards and standards set forth by New Hampshire Police Standards and Training Council. The member has exhibited example(s) of applying the principles of safety in the handling of firearms.

Exceeds Standards

Does Not Apply.

DRIVING ABILITY

Not Satisfactory

The employee continually violates motor vehicle laws, involved in accidents, lacks coordination during vehicle operation. The employee demonstrates unnecessary use of blue lights and siren, unnecessary and excessive speed.

Some Improvements Needed

The member/employee has one accident that they are responsible for. The employee has the propensity to occasionally violate motor vehicle laws and/or receives citizen complaints regarding his/her driving behavior.

Meets Standards

The employee demonstrates the ability to maintain control of vehicle while being alert to activity outside the vehicle. Practices good defensive driving techniques.

Exceeds Standards

Sets good example of lawful, courteous driving while exhibiting good manipulative skills when required and has demonstrated situational

experience in the handling of a vehicle in high risk and/or high stress incidents.

WORK PERFORMANCE

Not Satisfactory

Needs to be given instructions two, three, or more times before understanding them. Instructions and information always have to be repeated.

Some Improvements Needed

Needs to have instructions repeated with some frequency before completing tasks.

Meets Standards

Understands instructions the first time and carries them out with no difficulty.

Exceeds Standards

Always gets instructions right the first time. Carries out and follows through precisely.

ABILITY TO DEVELOP IN OCCUPATION

Member/Employees should demonstrate desire for growth and development at various levels within the department.

Not Satisfactory

Has no long range goals and objectives and little or no receptiveness to suggestions for career paths and opportunities available in specialized training and assignments.

Some Improvements Needed

Limits oneself for growth and development opportunities. Makes little effort to attend various educational programs that would otherwise develop the employee in their occupation.

Meets Standards

Has long range goals and objectives. Pursues various career paths and opportunities available in specialized training and assignments.

Exceeds Standards

Has long range goals and objectives. Has broadened specialized skills, knowledge and abilities in multiple areas. Expresses active interest towards job performance. Accepts criticism in a positive manner and applies it to further improve performance.

SUPERVISORY FACTORS

ORGANIZING ABILITY

Ability to efficiently plan and coordinate the work of department personnel to the completion of a specific goal or objective.

Not Satisfactory

The supervisor does not have the ability to plan and coordinate the work of department personnel and is unable to direct personnel, nor has any knowledge of how to accomplish a goal or objective.

Some Improvements Needed

The supervisor attains minimal results with some regard to efficient planning, however, spends little time in developing or organizing specific tasks in a manner that efficiently utilizes the personnel resources of the agency.

Meets Standards

The supervisor plans and directs well in most instances, effectively coordinates the efforts of department personnel and consistently demonstrates the ability to get maximum effort from personnel and resources.

Exceeds Standards

The supervisor possesses exceptional ability to plan activities and coordinate the effort of employees, is able to accomplish required tasks with no difficulty and submits reports and evaluations in a timely fashion.

TRAINING AND INSTRUCTION

The supervisor trains and evaluates department personnel assigned to him/her. This will include proper instruction in all departmental procedures. Provide necessary instruction and training to enable department personnel to function in current assignment with least amount of difficulty.

Not Satisfactory

The supervisor exhibits little or no direction to department personnel and/or has no interest in training and instructing department personnel.

Some Improvements Needed

The supervisor frequently needs encouragement from a supervisor and or displays a reluctance in training, instructing and leading department personnel.

Meets Standards

The supervisor achieves good performance from department personnel. Takes interest in training and directs well in most instances.

Exceeds Standards

The supervisor actively seeks opportunity to train. Avails himself/herself to department personnel at times when they may need added guidance and/or assistance.

EFFECTIVENESS

The supervisor is able to produce results, fulfill expectations, execute in a supervisory capacity and has a clear understanding of tasks required in current assignment.

Not Satisfactory

The supervisor has little knowledge of tasks required in current assignment, department policies, standard operating procedures, rules and regulations, and or makes little or no effort to learn them. Unable to motivate department personnel.

Some Improvements Needed

The supervisor has a working knowledge of a few most commonly used departmental policies, standard operating procedures, rules and regulations, that would otherwise direct some of the tasks which are required in current assignment. Shows little effort to motivate members/employees.

Meets Standards

The supervisor is familiar with department policies, standard operating procedures and rules and regulations. When asked, can explain to a supervisor, procedures being used to carry out duties.

Exceeds Standards

The supervisor possesses knowledge in all areas of policing and departmental policies. Understands his/her responsibilities towards member/employees and treats subordinates in a courteous and unbiased manner. Expresses active interest towards his/her job performance. The supervisor gets maximum effort from members/employees.

EVALUATING SUBORDINATES

The supervisor has a duty and responsibility to avoid personal bias, arbitrary, inconsistent evaluations, and possess nothing less than complete objectivity.

Not Satisfactory

The supervisor puts little or no effort in the evaluation process and spends insufficient time in evaluating department personnel. The supervisor has a tendency to make overall judgement of subordinates based on personal bias and arbitrary opinions with little consistency.

Some Improvements Needed

The supervisor put the minimum amount of effort toward the evaluation of employees. Possesses a reluctance to assign high or low categories to avoid controversy and occasionally allows personal bias and opinions to influence the evaluation of an employee.

Meets Standards

Information provides details of the member/employee's progress and indicates current strengths and weaknesses. Provides proper documentation.

Exceeds Standards

The supervisor effectively meets his/her responsibilities in avoiding personal bias, arbitrary and inconsistent evaluations. The supervisor exhibits sincerity, provides motivation, shows interest in people, sensitivity and efforts in helping subordinates succeed.

PRACTICAL JUDGEMENT

The supervisor is expected to perform effectively relative to abilities required in his/her role as a supervisor by making effective decisions under stressful circumstances.

Not Satisfactory

The supervisor is unable to make decisions in stressful situations and frequently reaches unsatisfactory results.

Some Improvements Needed

The supervisor displays inconsistent abilities and/or has a difficulty in analyzing situations leading to occasional negative results and demonstrates poor use of department resources.

Meets Standards

The supervisor is able to perform, displays effective ability in stressful situations. Handles all routine matters but may need occasional assistance with exceptional situations.

Exceeds Standards

Exceptional display of professional performance during stressful situations. Displays patterns of competent decisions, performs well with no negative feedback in both routine and exceptional situations.

SUPERVISORY CONTROL

The supervisor supervises, evaluates, and trains proper techniques, consistent in the enforcement of department policies, rules and regulations, discipline and standard operating procedures.

Not Satisfactory

The supervisor is indifferent, has difficulty supervising and is unable to motivate his/her personnel.

Some Improvements Needed

The supervisor displays a reluctance in enforcing departmental policies, rules and regulations, standard operating procedures and/or taking disciplinary action against department personnel when appropriate.

Meets Standards

The supervisor directs personnel well, accepts additional tasks as assigned and follows and enforces departmental policies, rules and regulations & standard operating procedures.

Exceeds Standards

The supervisor gets maximum work from employees, displays positive attitude for new challenges, and seeks additional tasks as necessary.

EMPLOYEE RECOGNITION AND DEVELOPMENT

The supervisor provides members/employees with opportunities for growth and development at various levels within the department. The supervisor is expected to improve job performance and the level of job satisfaction and to promote upward movement of members/employees.

Not Satisfactory

The supervisor provides little or no direction to subordinates and/or lacks interest and seldom checks on personnel and their efficiency. The supervisor does not discuss with personnel various career paths and opportunities available in specialized training and assignments.

Some Improvements Needed

The supervisor makes only minimal efforts in attempting to recognize personnel needs and/or potential and puts little effort in development of employee.

Meets Standards

The supervisor effectively provides counseling to personnel as it relates to their job function and in meeting the member/employee's goals and objectives. Is aware of areas in assisting supervisors with development counseling.

Exceeds Standards

The supervisor recognizes potential growth of members/employees. Takes genuine interest in assisting departmental personnel in professional development.

EXPRESSION

The supervisor possesses the ability to communicate in a meaningful fashion in both verbal and written form.

Not Satisfactory

The supervisor is not able to make his/herself understood and is ineffective in relating ideas to others.

Some Improvements Needed

The supervisor has difficulty conveying thoughts and ideas to others and frequent uses inappropriate interjections and slang.

Meets Standards

The supervisor speaks and writes effectively and is able to be understood by most people with whom he/she comes in contact with. Clarification of ideas is not required.

Exceeds Standards

The supervisor speaks and writes clearly and concisely. Projects confidence and knowledge of subject matter and is readily understood by all with whom he/she comes in contact with.

LOYALTY

The supervisor is expected to demonstrate integrity, honesty and fairness to both the community and the Manchester Police Department.

Not Satisfactory

The supervisor clearly lacks integrity and does not convey the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Some Improvements Needed

The supervisor possesses integrity, however, has shortcomings as it concerns conveying the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Meets Standards

The supervisor possesses and conveys the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Exceeds Standards

The supervisor demonstrates exemplary loyalty to the agency and conveys the importance of honesty fairness and integrity to personnel to whom he/she is entrusted. The supervisor takes extraordinary measures to generate loyalty amongst Manchester Police Department personnel.




Representing Management Exclusively in Workplace Law and Related Litigation

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**CONFIDENTIAL – ATTORNEY-CLIENT COMMUNICATION
EXEMPT FROM DISCLOSURE UNDER NH RSA 91-A**

TO: Mayor Blalock, Manager Bohenko and Members of the Portsmouth City Council
FROM: Thomas M. Closson 
DATE: August 9, 2016
RE: Tentative Agreement – Portsmouth Fire Officers

The Fire Commission has reached a tentative agreement (“the TA”) with the Portsmouth Fire Officers Union (“the Union”). The TA includes the following significant provisions:

1.) Duration

Through June 30, 2018. Only changes specifically identified as retroactive will have retroactive effect.

2.) Health Insurance

The parties’ current health insurance arrangement will remain in place until July 1, 2016. For health insurance coverage effective July 1, 2016 (or as soon as practicable for the City thereafter), the Union will move entirely to MTB20 [AB20(07)] rx 10/20/45 with the City paying 90% of the premium cost and the employee paying 10% of the premium cost.

3.) Wages

- 2.5% wage increase retroactive to June 20, 2016.
- COLA (calculated according to current formula) retroactive to July 1, 2016.
- COLA (calculated according to current formula) effective July 1, 2017.

4.) Overtime

- The parties will form a Joint Committee to meet and discuss the possible addition of an Administrative Officer position to address the City's concerns about overtime.

I am pleased that the TA includes the health insurance concession that the City Council is seeking; falls within the general financial parameters recommended by the City Council; and does not include any significant retroactive compensation. Additionally, although the TA does not include any overtime concessions during its term, it does at least require the parties to continue to discuss the possible implementation of an Administrative Officer Position, which, if done correctly, can help the Fire Department reduce its overtime budget.

I look forward to meeting with you to answer any questions that you may have about this TA.

PORTSMOUTH FIRE OFFICERS

Retirement Rate:	27.24%	27.24%	27.16%	27.16%	27.14%
FICA			1.30%	1.00%	1.00%

CURRENT CONTRACT-GROSS BUDGET

Wages	FY14 Base Year	FY15	FY16	FY17	Projected FY18	Projected 4-Yr Total
Salary	808,944	845,184	848,852	849,758	848,402	3,392,191
Holiday	35,780	37,383	37,545	37,585	37,525	150,039
Stipends	96,912	89,380	91,011	91,517	90,176	361,284
Retirement	261,210	269,618	285,012	285,434	284,199	1,124,463
Medicare	13,654	14,093	14,172	14,191	14,142	56,601
	1,216,500	1,255,656	1,276,593	1,278,482	1,273,644	5,084,579
Year-to-Year CURRENT Gross Budget Change		39.15%	20.93%	1.00%	(4.63%)	57,345 Total Yr-to-Yr Increase
% Change		3.22%	1.67%	0.13%	(0.36%)	4.71% Change FY15 to FY18
						1.18% Avg % Change

PROPOSED TENTATIVE AGREEMENT-GROSS BUDGET

Wages	FY14 Base Year	FY15	FY16	FY17	Projected FY18	Projected 4-Yr Total
Salary	808,944	845,184	849,668	888,416.76	904,744.36	3,488,013
Holiday	35,780	37,383	37,633	39,295.86	40,017.54	154,329
Stipends	96,912	89,380	91,011	95,680.63	95,811.92	371,384
Retirement	261,210	269,618	285,276	298,421	303,286	1,156,601
Medicare	13,654	14,093	14,186	14,839	15,081	58,199
	1,216,500	1,255,659	1,277,774	1,336,653	1,358,440	5,228,526
Year-to-Year PROPOSED Gross Budget Change		39.15%	22.11%	58.88%	21.78%	141,941 Total Yr-to-Yr Increase
		3.72%	1.76%	4.61%	1.63%	11.87% Change FY15 to FY18
						2.92% Avg % Change per yr

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

Wages	FY14 Base Year	FY15	FY16	FY17	Projected FY18	Projected 4-Yr Total
Salary	-	-	816	37,848	17,679	56,342
Holiday	-	-	88	1,623	782	2,492
Stipends	-	-	-	4,154	1,770	5,935
Retirement	-	-	264	12,724	5,900	18,887
Medicare	-	-	13	633	293	939
TOTAL COST OF TENTATIVE AGREEMENT	-	-	1,180	56,991	26,425	84,596
				4.46%	2.07%	6.95% Total Yr-to-Yr Increase
						1.74% Change FY15 to FY18
						1.74% Avg % Change

CUMMULATIVE TENTATIVE AGREEMENT COST

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

Wages	FY14 Base Year	FY15	FY16	FY17	Projected FY18	Projected 4-Yr Total
Salary	-	-	816	38,664	56,342	95,822
Holiday	(0)	-	88	1,710	2,492	4,289
Stipends	-	-	-	4,154	5,833	10,099
Retirement	(0)	-	264	12,987	18,887	32,138
Medicare	(0)	-	13	545	939	1,598
Clothing	-	-	-	-	-	-
TOTAL COST OF TENTATIVE AGREEMENT	(0)	-	1,180	58,171	84,596	143,947
						11.83% Net Cost FY15-FY18
						3.95% Total Cumulative FY15-FY18
						2.95% Avg % Change per yr

* The FY 18 Stipend Line has been increased to reflect the reinstatement of the Boat Operator Stipend. The Tentative Agreement Cost over Current Budget increased from 1.67% to 2.07%.

368WORKING AGREEMENT

BETWEEN

THE BOARD OF FIRE COMMISSIONERS OF
THE CITY OF PORTSMOUTH

AND

THE PORTSMOUTH PROFESSIONAL FIRE OFFICERS ASSOCIATION

July 1, 2008~~14~~— June 30, 2014~~8~~

WORKING AGREEMENT

The Portsmouth Board of Fire Commissioners (hereinafter referred to as the Commission) and the Portsmouth Professional Fire Officers Association (hereinafter referred to as the Association), in order to maintain the existing harmonious relationship between the Fire Chief who is Chief Executive Officer of the Fire Department and its employees as delegated by the Commission, and their employees, join in this Agreement to promote the morale, equal rights, well-being and security of the Association, the Fire Chief representing the Commission and the Association, hereby agree as follows:

SECTION I RECOGNITION

- A. Association personnel covered by this agreement are Shift Lieutenants and Shift Captains of the Portsmouth Fire Department (hereinafter referred to as the Fire Department).
- B. Whenever the Fire Department or the Commission re-employ personnel, employs new employees, such individuals, provided they are Fire Department company officers, shall become members of the Association within eight (8) days after completion of probation period or pay a service fee as set forth below.
 - 1. Employees in this bargaining unit shall be notified in writing by the Association that each member shall have the opportunity to withdraw from membership for a fifteen day period from July 1 to July 15. Each individual notice of withdrawal of membership shall be in writing postmarked during notice period.
 - 2. Nothing in this provision, however, shall diminish the withdrawing member's financial obligation to make payment of a service fee to the Association in the amount set by the Association, not to exceed an amount equal to the cost of the Association's Collective Bargaining service and contract administration. The Association shall inform the City from time to time of the amount of such service fees.
 - 3. Any deduction made by the City pursuant to 1 and 2 shall be authorized by each employee in writing.
- C. The following position classifications are in the bargaining unit.
 - Shift Captain
 - Shift Lieutenant
- D. The Commission hereby recognizes that the Association as the sole exclusive representative of the permanent, full-time Shift Captains and Shift Lieutenants of the Fire Department for the purpose of bargaining with respect to wages, hours of work and working conditions, and the Association unreservedly accepts and recognizes the necessity of the Fire Department to operate within its budget as set by the City Charter as

amended. The parties agree that any references to Captains and Lieutenants in this Agreement shall mean Shift Captains or Shift Lieutenants, respectively.

- E. The Commission agrees for itself and any of its authorized agents that it will not bargain with any individual covered by this Collective Bargaining Agreement on matters pertaining to wages, hours of work, working conditions, transfers or promotions.
- F. The Association agrees that no member of the Bargaining Unit will bargain with the Commission or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, transfers or promotions.

SECTION II EMPLOYMENT AND TERMINATION

- A. All Bargaining Unit members covered by this agreement shall have a check-off of their Association dues upon signed authorization of the member.
- B. All appointments in the bargaining unit will be made for a working test period of three months subject to close review as to his/her competency to carry out his/her assignments. The Commission may, upon request of the Fire Chief, extend this working test period to a maximum of an additional three months if, in their opinion, it is necessary. This period supplements the formal examination, etc., and is the final determination of whether the person shall be given regular status. Fire Lieutenants shall work a minimum six-month probation period. The Fire Chief, with the approval of the Commission may extend the probation for an additional six months, for just cause.
- C. The relative fitness of the applicants for appointments or promotion for a position within the classified service, will be determined by consideration and rating of any or all of the following qualification factors: experience, general adaptability, special aptitudes, physical fitness, knowledge, skills, personality, character, education and examination. All factors being equal, seniority shall determine appointment.
- D. All new Captain or Lieutenant vacancies shall be posted on the bulletin boards in advance for a period of ten (10) working days prior to the filling of the position.
 - 1. Written evaluations, initiated by the Fire Chief or individual member, may be used as the basis for conferences pertaining to promotions. All parties are to initial the evaluation following the conference to indicate the evaluation has been read, but does not mean all parties agree with the evaluation.
 - 2. Each bargaining unit member shall be entitled to access to his/her personnel file.
 - 3. In the event that the Fire Chief or his representative removes materials from a bargaining unit member's file, a dated notation shall be placed in the file by the person or persons removing the material.

4. No information contained in the files of bargaining unit member will be released to outside persons or agencies without prior approval of the member, except for verifying employment, duration of employment, or salary. Each bargaining unit member during normal working hours, shall have the right of reviewing or duplicating materials in his/her file.
 5. Although the Commission agrees to protect the confidence of personal references and other similar material, it shall not maintain a separate personnel file which is not available for his/her inspection.
- E. When bidding on a new job (via promotion or transfer), the permanent full time employee shall have a trial period of three months in which he/she may request to be reinstated in his/her previous position.
 - F. Bargaining unit members separated from the service through no fault of their own will be placed on a re-employment list in inverse order of the lay-off. Bargaining unit personnel who are re-hired shall retain their seniority.
 - G. The Commission agrees that it will not discriminate against, intimidate, or coerce Association members in the exercise of their rights to bargain collectively through the Association because of his/her membership their or his/her activities on behalf of the bargaining unit.
 - H. A bargaining unit member shall not forfeit seniority during absence caused by:
 1. Illness resulting in total temporary disability due to his/her regular work with the Fire Department, certified by an affidavit from the Worker's Compensation Carrier.
 2. Illness related to his/her employment and not the result of his/her own misconduct resulting in total temporary disability, certified to by a physician's affidavit every three months.
 - I. If a bargaining unit member leaves the service of the Fire Department in good standing and is subsequently re-employed, he/she shall incur no loss of longevity benefits accrued prior to his/her leaving said service, and all longevity shall be restored to him/her upon re-employment.

SECTION III SENIORITY

- A. On or about January of each year, the Fire Chief shall provide to PPFOA a seniority list for the bargaining unit. Seniority shall be determined by date and time of promotion to any rank within the bargaining unit for employees who have completed their probationary period. If two employees are promoted on the same date, the order in which the employees are promoted will determine seniority.
- B. In the event of reduction in force ("RIF"), the officer with the least seniority (that is years of service as a Fire Officer as set forth in Paragraph A above) will be the first to be laid off so long as the remaining officers are qualified to perform the available work.
- C. In the event of a RIF which results in the layoff of one or more officers, said officers will have the following rights:
 - 1. Said officers shall have first right to fill any vacancy within the Department, if qualified;
 - 2. Said officers shall have the first right to be recalled to vacancies with the bargaining unit which shall continue for three years so long as the officer remains qualified to fill the vacancy; and
 - 3. Said officers shall be given priority for other vacancies which occur within the Department so long as they are qualified to fill the vacancy and no other employee has recall rights to the position. Said preference shall remain in effect for three years.
- D. In the event of layoff, the employee so laid off shall be responsible for informing the Department of his/her current address and shall be given two weeks notice of recall mailed via certified mail to his/her last known address and during that two weeks the employee must notify the Department in writing of his/her intention to return to work. In the event that the employee fails to make himself available for work within thirty days from notification, he or she shall lose recall rights under this Agreement.
- E. The Commission shall provide at least two weeks notice or pay in lieu thereof, to any employee who is to be laid off during a reduction in force.
- F. A bargaining unit member shall not forfeit seniority during absence caused by:
 - 1. Illness resulting in total temporary disability due to his/her regular work with the Fire Department, certified by an affidavit from the Worker's Compensation Carrier.

2. Illness related to his/her employment and not the result of his/her own misconduct resulting in total temporary disability, certified to be a physician's affidavit every three months.
- G. If a bargaining unit member leaves the service of the Fire Department in good standing and is subsequently re-employed, he/she shall incur no loss of longevity benefits accrued prior to his/her leaving said service, and all longevity shall be restored to him/her upon re-employment.

SECTION IV LEAVE OF ABSENCE

- A. Bargaining unit members shall be entitled to the following leaves of absence:
1. Leave may be granted to bargaining unit members for the purpose of attending conferences, committees or meetings; of the like without loss of salary or benefits subject to the approval of the Fire Chief. This leave may be granted to one member for three (3) days or three members for one (1) day each as requested by the Union.
 2. Two (2) days leave may be granted for personal business which cannot be transacted at any other time. Said personal leave; shall be non-accumulative and based on the contract year usage (July 1st to June 30th). Whenever possible, twenty-four hours notice shall be given and the leave must be approved by the Department Head prior to use. Personal days must be taken in one-half or full day shift increments.
 3. Bereavement leave; may be granted up to five (5) calendar days for each death of a member of their immediate family. Immediate family shall be defined as follows: spouse, child (including adopted children and stepchildren), parent (including parent by adoption), brother, sister, grandparent, grandchild, aunt, uncle and only the following in-laws — the grandmother, grandfather, mother, father, brother or sister of the employee's current spouse.
 4. Paid leave juror or witness service; will be granted for the period of time he/she is unable to return to work. A copy of all or any subpoena along with any monies received from this service (other than personal expenses, such as travel) shall be transmitted to the City Comptroller.
 5. All bargaining unit members agree to attend up to four meetings as directed by the Fire Chief. There will be no compensation for said meetings. Each meeting will not exceed four (4) hours in length.
- B. Leave Without Pay
Written leaves of absence without pay may be granted by the Commission as appropriate for a period of six months. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted.

C. Accidental Injuries

1. The City shall provide and maintain Worker's Compensation insurance coverage on each employee covered by this agreement.
2. In case of accidental personal injury to any employee covered by this agreement arising out of and in the course of his/her employment, the City shall adjust the employee's pay so that he/she nets the same amount as accomplished by either paying the difference to the employee, or if the Worker's Compensation benefit is more than the net pay, the City shall deduct the amount of the difference from a withholding account. Any payment by the City shall be made until the employee is able to return to work, but in no event shall such payments by the City exceed fifty-two (52) weeks. It is understood that an employee receiving Supplemental Worker's Comp pay under this section who is released for Temporary Alternate Duty by his/her doctor and who is offered appropriate temporary alternate duty by the Department, and who refuses to perform the work shall not receive any Supplemental Worker's Comp pay under this section.
3. If, during the incapacitation of any employee due to injury arising out of the course of his employment, the employee shall be entitled to annual leave in accordance with this Section V paragraph A, then said employee shall be indemnified in pay or awarded annual leave at a later date equal to the annual leave lost because of the said injury at the discretion of the Fire Chief.

D. Military Leave of Absence

Any bargaining unit member who is ordered for active military service as a member of the Armed Forces of the United States of America, or who engages in activities in the Reserve Forces of the United States of America, or State National Guard, shall be granted leave of absence to perform such military duties with the City paying the difference in salary between the employee's base pay and his military pay for said duty and without loss of leave time. Such leave shall be considered military leave and shall not exceed fourteen (14) working days per calendar year.

**SECTION V
PAY INCREASES, LONGEVITY, MEDICAL INSURANCE**

- A. 1. Bargaining unit members shall be paid the following salary increase:

~~Salaries for July 1, 2008 - August 31, 2011~~

~~Lieutenant (10% over average top step Firefighter)~~

Step A: \$52,564

Step B: \$54,189

Step C: \$57,784

~~Captain (5.71% over Lieutenant)
Step D: \$61,085
Step E: \$63,527
Step F: \$66,069~~

~~Effective September 1, 2013, employee's wages will be adjusted by the 10 year rolling COLA average of 2.24%.
Lieutenant:~~

~~———— Lieutenant~~

~~Step A: \$53,741
Step B: \$55,709
Step C: \$59,079~~

~~———— Captain~~

~~Step D: \$62,453
Step E: \$64,950
Step F: \$67,548~~

~~Effective February 18, 2014, the wage schedule will be reconfigured to include the following two categories: EMT Basic (Base rate of compensation); EMT-Intermediate/Advanced EMT (3% above the base rate of compensation). This will eliminate the current EMT stipend. Paramedics will continue to receive an additional 5% stipend.~~

~~Lieutenant EMT Basic ————— Lieutenant EMT-Intermediate/Advanced EMT~~

~~Step A: \$53,741 ————— Step A: \$55,354
Step B: \$55,709 ————— Step B: \$57,381
Step C: \$59,079 ————— Step C: \$60,851~~

~~———— Captain EMT Basic ————— Captain EMT-Intermediate/Advanced EMT~~

~~Step D: \$62,453 ————— Step D: \$64,327
Step E: \$64,950 ————— Step E: \$66,899
Step F: \$67,548 ————— Step F: \$69,575~~

Effective March 1, 2014, employee's wages will be adjusted by the 10 year rolling COLA average of 2.24%.

Lieutenant EMT Basic

Step A: \$54,945
Step B: \$56,957
Step C: \$60,402

Lieutenant EMT-Intermediate/Advanced EMT

Step A: \$56,594
Step B: \$58,666
Step C: \$62,214

Captain EMT Basic

Captain EMT-Intermediate/Advanced EMT

Step D: \$63,852
Step E: \$66,405
Step F: \$69,062

Step D: \$65,768
Step E: \$68,397
Step F: \$71,133

Effective June 20, 2016. The wage schedule will be adjusted by 2.5%

Lieutenant EMT Basic

Lieutenant EMT-Intermediate/Advanced EMT

Step A: \$56,319

Step A: \$58,009

Step B: \$58,381

Step B: \$60,133

Step C: \$61,912

Step C: \$63,769

Captain EMT Basic

Captain EMT-Intermediate/Advanced EMT

Step D: \$65,448

Step D: \$67,412

Step E: \$68,065

Step E: \$70,107

Step F: \$70,789

Step F: \$72,911

Effective July 1, 2016, the salary schedule will be adjusted by a 2% COLA

Lieutenant EMT Basic

Lieutenant EMT-Intermediate/Advanced EMT

Step A: \$57,445

Step A: \$59,169

Step B: \$59,549

Step B: \$61,336

Step C: \$63,150

Step C: \$65,044

Captain EMT Basic

Captain EMT-Intermediate/Advanced EMT

Step D: \$66,757

Step D: \$68,760

Step E: \$69,426

Step E: \$71,509

Step F: \$72,205

Step F: \$74,369

Effective July 1, 2017, the salary schedule will be adjusted by the CPI using the current formula.

Lieutenants shall start at Step A and move to Step B after completion of twelve (12) months; they shall move to Step C after an additional 12 months. Lieutenants promoted to Captain shall start at Step D and be moved to Step E after twelve (12) months; they shall move to Step F after an additional twelve (12) months. Upon initial appointment to the rank, Lieutenants and Captains shall serve a six (6) month probationary period.

After completing a total of fourteen (14) years of service in the ranks of Lieutenant and/or Captain in the Portsmouth Fire Department, the officer shall be eligible for the Master's classification, which shall be three and one-half percent (3.5%) higher than the step on the salary scale that the officer currently holds.

COLA Adjustment

~~Effective September 1, 2013 and March 1, 2014, a COLA Adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.~~

The COLA Adjustment percentage shall be determined by the annual increase in the CPI-U for the Boston-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

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

Applicability After Contract Expires: It is clearly understood that in the event that the ~~6th~~ 5th year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2014~~8~~ that no further COLA Adjustments after ~~March 1, 2014~~ July 1, 2017 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA Adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2014.

B. Any bargaining unit member working more than his work week as set forth in section VI A shall be paid at the rate of one and one-half (1 1/2) times his/her rate of pay.

C. All members of the Fire Department shall be subject to recall for emergencies at the discretion of the Chief of the Department or his assistant and the members of Unions shall be paid the rate of pay equal to one and one-half (1 1/2) times their usual hourly rate for all hours worked under such emergency conditions. In the event that a firefighter covered by this Agreement works less than four (4) hours in response to such emergency, he/she shall be paid for four (4) hours at such overtime rate. Effective February 18, 2014, fire officers who works less than two (2) hours in response to an emergency, he/she shall be paid for two (2) hours at such overtime rate. Call-back pay will not be compounded, pyramided or added to compensation for any purpose.

An employee who is recalled for non-emergency reasons after hours shall be paid a minimum of four (4) hours a one and one-half (1 1/2) times their rate of pay providing that if such employee's regular duty commences within for four (4) hour block, he/she will be paid at the overtime rate for only the time before regular duty. Once on regular duty, his/her normal rate of pay shall apply. Effective February 18, 2014, fire officers who works less than two (2) hours in response to an emergency, he/she shall be paid for two (2) hours at such overtime rate. Call-back pay will not be compounded, pyramided or added to compensation for any purpose.

D. A bargaining unit member promoted to a position which has a higher maximum hourly

rate shall receive a pay raise for one step over his/her present rate upon promotion or to the minimum of the new position, whichever is greater, and such increase as is set forth in the salary plan, thereafter, based upon the date of promotion.

E. All general increases shall be additional to the step increases to which the employees are entitled.

F

1. ~~Effective July 1, 2004 the employee's cost will be seventeen percent (17%) of the premium and the City will pay eighty-three percent (83%). Effective July 1, 2005 the employee's cost will be eighteen percent (18%) of the premium and the City will pay eighty-two percent (82%). On July 1 of 2004, 2005, 2006, and 2007, the dollar amount of the increase in the health insurance premium paid by any Lieutenant shall not exceed the dollar increase generated by the COLA adjustment at Step 5 of the Firefighters' wage scale and by any Captain shall not exceed the dollar increase generated by the COLA adjustment at Step 6 of the Firefighters' wage scale. If this agreement expires on June 30, 2008 without a successor agreement in place, the employees' contribution to the health insurance premium shall be the same percentage as applied during 2007-08. For example, if an employee contributed 18% or \$2000 to his/her health insurance premium in 2007-08 and this agreement expires on June 30, 2008 without a successor agreement in place, the employee's contribution starting on July 1, 2008 shall be 18% regardless of the dollar amount and regardless of any limitations relative to step 2 of the wage scale that were applicable during the term of this agreement.~~

2. Effective March 1, 2014, the City will pay up to a maximum of 84.5% of the premium of the cost of a Matthew Thornton Plan. If an employee chooses to enroll in BlueChoice or Comp 100, the City will pay only 84.5% of the Matthew Thornton Premium towards the higher premium plans.

3. Effective July 1, 2106 (or as soon as practicable for the City thereafter), the Union will move entirely to AB 20 RX 10/20/45 with the City paying 90% of the premium cost and the employee paying 10% of the premium cost.

~~34. Each fire officer shall have the option of choosing between Blue Cross/Blue Shield Comp 100 with a Managed Care rider, Blue Choice One, or Matthew Thornton. Firefighters covered under one of the three plans may choose to switch between plans prior to the start of each plan year which is July 1. Firefighters wishing to switch plans shall provide notice on appropriate forms for filing with the Trust by April 1 prior to the proposed effective date of the switch on July 1. The City may as its option provide equal and comparable coverage to Blue Cross/Blue Shield Comp 100 with a Managed Care Rider, Blue Choice or Matthew Thornton plans. In lieu of the above, the City shall, at the discretion of said employee, pay an equivalent amount of money to whatever other hospitalization plan of insurance said employee indicated in writing. New employees will be eligible for health insurance under these provisions on the first of the month after the first day of work.~~

4. Local #4039 will serve on the City-wide committee to study health insurance options.
5. SchoolCare will be added as a coverage option if the unit in its entirety, decides to make a change in coverage.

Health Insurance: Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement - such plan would only become effective if ratified by the Association, approved by the Fire Commission and approved by the City Council.

- F.2. The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. No additional employees shall receive such stipends. Further the City will not provide Health and/or Dental Coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department.
- G. Longevity Bonus: In December following five (5) years of municipal service, an employee shall become entitled to an annual bonus. The bonus shall be paid in accordance with the following schedule:

	July 1, 2008 – June 30, 2014
Longevity Step	Bonus
0 through 4 years of service	\$ 0
5 years of completed service	\$144.73
6 years of completed service	\$178.12
7 years of completed service	\$211.52
8 years of completed service	\$244.92
9 years of completed service	\$278.32
10 years of completed service	\$311.72
11 years of completed service	\$345.11
12 years of completed service	\$378.51
13 years of completed service	\$411.91
14 years of completed service	\$445.31
15 years of completed service	\$478.71
16 years of completed service	\$512.11
17 years of completed service	\$545.50
18 years of completed service	\$578.90
19 years of completed service	\$612.30
20 years of completed service	\$645.70
21 years of completed service	\$667.96
22 years of completed service	\$779.29
23 years of completed service	\$890.62
24 years of completed service	\$1,001.95
25 years of completed service	\$1,113.27
26 years of completed service	\$1,224.60 effective. Dec 2014
27 years of completed service	\$1,335.93 effective Dec 2014
28 years of completed service	\$1,447.26 effective Dec 2014
29 years of completed service	\$1,558.59 effective Dec 2014

30 years of completed service

\$1,669.92 effective Dec 2014

The next regularly scheduled longevity payment after February 18, 2014, will be increased consistent with the COLA increases to wages referenced in Section V.

The next regularly scheduled longevity payment after February 18, 2014, for eligible employees will include additional years added for years 26, 27, 28, 29 and 30. A "catch-up" payment will be made when the next longevity payment is due to put employees on their proper step on the schedule.

- H. The City shall undertake to defend and pay any judgment issued against an employee covered by this agreement arising out of an act or omission of the employee for personal injury, including death or damage to property while the employee was engaged in the performance of his duties.
- I. DENTAL INSURANCE: The City shall enroll bargaining unit members in the Delta Dental Plan II for the individual, two person, or family coverage or equal and comparable coverage to plan Delta Dental II.
- J. LIFE INSURANCE: Within sixty (60) days after this Agreement is approved, the City shall provide a group life insurance policy for eligible members of the bargaining unit in the amount of the employee's annual base salary, in accordance with the conditions set forth in the insurance policy.
- K. LONG TERM DISABILITY: Within sixty (60) days after this Agreement is approved, the City shall obtain disability Income Insurance for eligible members of the bargaining unit equal to 66 2/3% of the base monthly salary not to exceed five thousand dollars (\$5,000) per month. Said insurance shall be effective after the 61st day of disability. Said insurance shall continue as long as the member remains disabled or until age sixty-five and shall be coordinated with Social Security.

SECTION VI ANNUAL LEAVE

- A. Bargaining unit members shall be paid for actual time worked, all approved leaves and all approved holidays.
- B. Bargaining unit members shall receive paid annual leave as follows after completing one (1) full year's service. Through December 31, 2003, employees shall be entitled to earn and use vacation in accordance with the provisions of this paragraph. Effective January 1, 2004, any accrued but unused vacation days within applicable limits shall be converted to Earned Time days on a one to one basis and thereafter shall be governed by the Earned Time provisions of this Agreement.

1 through 60 months service 833 day/mo.

61 through 72 months service	917 day/mo.
73 through 84 months service	1,000 day/mo.
85 through 96 months service	1,083 day/mo.
97 through 108 months service	1,167 day/mo.
109 through 120 months service	1,250 day/mo.
121 through 132 months service	1,333 day/mo.
133 through 144 months service	1,417 day/mo.
145 through 156 months service	1,500 day/mo.
157 through 168 months service	1,583 day/mo.
169 through 180 months service	1,667 day/mo.

- C. The accumulated leave allowed will be 45 days per calendar year.

SECTION VII HOURS OF WORK AND OVERTIME

- A. The work week of a bargaining unit member shall be an average of a 42 hour work week consisting of fourteen (14) ten-hour day shifts and fourteen (14) fourteen-hour night shifts over an eight week work cycle in accordance with the attached schedule. Exceptions to this work schedule may be made with mutual agreement between the individual and the Fire Chief, for the purpose of attending professional schools and seminars as deemed appropriate by the Fire Chief. All professional schools and seminars will be distributed equitably amongst the Fire Officers. Bargaining unit members shall be compensated for each holiday at the established base salary divided by 260.
- B. Non-bargaining unit members may work overtime only on condition that members of bargaining unit are not available.
- C. Any bargaining unit member who shall perform duties of a higher rank for more than four (4) consecutive shifts, shall be paid at the higher rate of pay while performing such duty, but at no time shall any bargaining unit member be paid at a lower rate than that at which he/she is classified except for demotion because of physical incapacity or under Section II F.
- D. At least one (1) Captain or Lieutenant will be assigned to each station per shift.

E. The parties will form a Joint Committee to meet and discuss the possible addition of an Administrative Officer position to address the City's concerns about overtime.

SECTION VIII SICK LEAVE

- A. Upon the death of a bargaining unit member while in the employment of the City, the City shall pay to his/her estate an amount equal to 100% of his/her accumulated sick leave. Upon retirement from employment or upon termination of the employee an amount equal to 90% of his/her accumulated sick leave shall be paid at the date of termination of his/her employment.

- B. Sick leave without loss of pay shall be computed at the rate of fourteen (14) days per year or 1.166 days per month and may be accumulated without limitation. Employees hired after May 1, 1990 shall have their sick leave accumulation limited to one hundred and fifty (150) days. Through December 31, 2003, employees shall be entitled to earn and use sick leave in accordance with the provisions of this section. Effective January 1, 2004, any accrued but unused sick leave within applicable limits shall be converted to Disability Bank days on a one to one basis and thereafter shall be governed by the Earned Time provisions of this Agreement.
- C. Employees hired by the Fire Department after January 1, 1996 who become fire officers shall be entitled to fourteen (14) sick days and accumulate sick days up to 150 days but shall not be entitled to any payout upon retirement or voluntary termination. It is understood that employees hired by the Fire Department prior to January 1, 1996 who become fire officers will receive payouts based upon their previous maximum allowance. For the purposes of this Section employees hired prior to January 1, 1996 who are RIFFED and recalled shall be considered hired as of their initial date of hire.
- D. The parties agree that in the event the City Council appropriates money to be used to buy out a portion of employees' sick leave accounts that each employee may accept buy out of any portion he or she voluntarily agrees to in writing based upon the terms offered. They recognize that if limited buy out funds are available, buy out offers will be made to employees based on seniority.
- E. If an employee wants his or her accumulated sick leave to be paid out over more than one year, he or she may give up to three years of notice. However, it is understood that once payment begins the employee may not withdraw his or her notice of retirement or voluntary termination.

EARNED TIME . It is the intent of this policy to explain the provisions and conditions of the Earned Time Program. The program has been created to provide, as equitably as possible, paid time off, to be used at the employee's discretion, while protecting an allotment of time for disability, hospitalization or injury.

Earned time is a combination of vacation and personal absence days. A separate account per year is accumulated for disability time (seven days per year).

Earned Time is an alternative approach to the traditional manner of converting absences for vacation, sick leave, interim disability, maternity leave, by combining all these plans into one program. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. The exact amount of Earned Time accrued each year will depend on the years of service with the Portsmouth Fire Department.

Effective the date of this policy, employee's vacation time will be converted to earned time. Employee's sick time balance will be converted to the Disability Bank.

Effective on the date of this policy, employees will begin accruing earned time based on the

following schedule:

<u>Years of Service</u>	<u>Accrual Rate</u>		<u>Total Earned Time</u>	<u>Disability Bank</u>	<u>Total Combined</u>
	<u>Vacation</u>	<u>Sick</u>			
1 - 5 yrs. Incl.	10	7	17(1.417 days/month)	7	24
6 years incl.	11	7	18(1.5 days/month)	7	25
7 years incl.	12	7	19(1.583 days/month)	7	26
8 years incl.	13	7	20(1.667 days/month)	7	27
9 years incl.	14	7	21(1.75 days/month)	7	28
10 years incl.	15	7	22(1.833 days/month)	7	29
11 years incl.	16	7	23(1.917 days/month)	7	30
12 years incl.	17	7	24(2 days/month)	7	31
13 years incl.	18	7	25(2.083 days/month)	7	32
14 years incl.	19	7	26(2.167 days/month)	7	33
15 years incl.	20	7	27(2.25 days/month)	7	34
16 years incl.	20	7	27(2.25 days/month)	7	34
17 years incl.	20	7	27(2.25 days/month)	7	34
18 years incl.	20	7	27(2.25 days/month)	7	34
19 years incl.	20	7	27(2.25 days/month)	7	34
20 years incl.	21	7	28(2.333 days/month)	7	35
25 years incl.	22	7	29(2.416 days/month)	7	36

All absences from regularly scheduled work will be charged to an employee's Earned Time. Exceptions are:

1. Administrative Leave
2. Unpaid leaves of absence
3. After absence due to personal illness/injury for more than three consecutive working days an employee may use his/her Disability Bank, if available.
4. Emergency Leave
5. Military Leave
6. Worker's Compensation
7. Disciplinary Suspension
8. Personal Days

Applicable request forms will be completed, signed by the Shift Officer and approved by the Fire Chief prior to the use of earned time whenever possible.

Earned Time begins accruing on the 15th of the month after the date of hire. Employees may use their earned time as soon as it earned once they have completed their probationary period.

Accumulated Earned Time may be used for personal illness or accident, immediate family illness or accident, or compelling personal reasons.

Effective February 18, 2104, accumulated Earned Time must be taken in full or half day shift

increments.

All Earned Time payments are computed at the employee's current base rate. Employees are responsible for the Earned Time balance reflected on their pay stubs. Any errors should be reported immediately.

At separation, any unused earned time days will be cashed out at full value.

Unused Earned Time Carryover

Employees are allowed to accumulate up to a maximum of 60 earned time days as of January 1st of any calendar year. Any days over the 60 day limit but no more than ten (10) in a year may be cashed out at fifty percent (50.0%) or deposited to the Disability Bank. Any days over the 60 day limit but no more than 10 in a year may be cashed out by an employee hired after January 1, 1996 at ninety percent (90.0%) or deposited to the Disability Bank.

Disability Bank

In addition to the original sick leave balance that was transferred to the Disability Bank at the time this program was implemented, days will accumulate at the rate of seven (7) days per year (or .583 per month).

The Disability Bank hours are to be used for extended illness, injury, disability related to pregnancy, or hospitalization only. Usage of the Disability Bank commences with the 4th consecutive day of absence from work due to illness or injury. A physician's report must accompany the request to use the Disability Bank Days. Periodic updates from the employee's physician may be required. In the event that an employee is hospitalized or has surgery (this includes day surgery procedures) for something other than a work-related problem, the Disability Bank may be used starting with the first day of hospitalization. Any disability related to pregnancy will be treated like any other medical condition.

An exception to the policy that requires the usage of three (3) Earned Time days before being permitted to access the Disability Bank when the disability is certified by a physician to be the same as for the original use or from the same cause as the original Disability Bank usage.

Return to Work: Following a period of absence due to illness/injury, medical documentation supporting the employee's ability to perform the essential functions of the job is required prior to returning to work.

The use of the Disability Bank for extended illness or injury requires medical documentation and may indicate the need for use of the Family Medical Leave Act and the need to contact the Human Resource Department concerning long-term disability.

Employees hired prior to January 1, 1991 may accumulate Disability Bank days without limitation. Firefighters hired after January 1, 1991 shall have Disability Bank accumulation limited to 150 days. Upon death of an employee while in the employment of the City, the City shall pay to his/her spouse or next of kin an amount equal to 100% of the value of his/her Disability Bank days. Upon retirement from employment, upon voluntary termination of his/her

employment, the City shall pay to the employee an amount equal to 90% of the value of his/her accumulated Disability Bank days. Firefighters hired after January 1, 1996 shall receive no pay out at all for accumulated Disability Bank days either for retirement or termination.

Disability leave must be taken in full or half day shift increments.

Exhaustion of Earned Time/Disability Bank. An employee on an approved absence who has used all Earned Time and Disability Bank days will be placed on leave without pay. If the illness/injury qualifies for FMLA leave benefits will continue for the period of the Family Medical leave. Employees will not accrue earned time while they are on a leave without pay status.

SECTION IX HOLIDAYS

Bargaining unit members shall be paid in accordance with Section VI A for the following legal holidays:

- New Year's Day
- Martin Luther King, Jr. Day (which is the State's Civil Rights Day)
- Washington's Birthday
- Good Friday (1/2 day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

One-half day preceding Christmas Day when Christmas Day comes on Wednesday or Friday. Monday if Christmas comes on Tuesday. Friday if Christmas comes on Thursday.

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday for bargaining unit members. If a holiday falls on Sunday, the following Monday shall be considered a holiday.

SECTION X EQUIPMENT

- A. The Fire Commission shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Association may meet once in ninety days at the request of either party to discuss such regulations. The Association agrees that [its] bargaining unit members will comply with the department's rules and regulations relating to safety, economy, continuity and efficiency of the service to the department and the public.
- B. Each Fire Department Officer will be provided by the City with the following articles of

protective clothing and gear. This clothing and equipment shall be of the highest quality to assure maximum for individual protection and safety and shall meet or exceed either N.F.P.A. standards or departmental safety rules, regulations or policy. It is understood that this language shall not require the department to replace outer protective equipment of fire officers because of a change in N.F.P.A. standards unless adopted and approved by the Fire Commission and then the change-over shall be accomplished within the time frames as established by the Fire Commission.

1. Fire helmet
 2. Turnout Coat
 3. Turnout pants/suspenders
 4. Short boots (night hitch)
 5. Protective gloves/mittens
 6. Eye protection
 7. Any other item deemed necessary by the Chief
- C. The Association and all bargaining unit members agree to exercise proper care and to be responsible for all department property issued or entrusted to them.
- D. Bargaining unit members shall receive four hundred fifty dollars (\$450) clothing allowance per year to purchase both work and dress uniforms as prescribed by the Chiefs approved list, and in accordance with department policy as set by the Board of Fire Commissioners. Effective June 30, 1996, the uniform allowance shall be increased to \$500. Once an officer has received two allowances at the \$500 level, the officer will be required to maintain a dress uniform. Effective July 1, 2004, the uniform allowance shall be increased to \$600.
- E. The City agrees to provide beds, bedding, linens, blankets and towels for each bargaining unit member working a night shift.

SECTION XI GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an employee or group of members arising out of an interpretation of the provisions of this agreement or conditions of employment implied but not necessarily stated in this agreement.

A grievance to be considered under this procedure must be initiated by the member within seven (7) working days of its occurrence.

- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step.

- C. Any member who has a grievance shall put it in writing with the Fire Chief, in an attempt to resolve the matter at that level.
- D. If, as a result of the submission of the grievance, the matter is not resolved to the satisfaction of the member within seven (7) working days, he/she shall set forth the grievance in writing to the Commission specifying:
1. The nature of the grievance and date occurred,
 2. The nature and extent of the loss or inconvenience,
 3. His/her dissatisfaction with decisions previously rendered,
 4. The results of previous discussion.
- The Commission shall communicate their decision to the grievant in writing within seven (7) working days of receipt of the written grievance.
- E. If a grievance is not resolved to the union's satisfaction, the union will notify the Commission within 15 working days after receipt of the decision of its intention to arbitrate or the decision rendered will be binding on both parties. Arbitrators shall be selected according to the procedures established by the P.E.L.R.B. The parties will share the cost of the arbitrator's fee on a 50/50 basis.
- F. It is further agreed that any arbitration rendered under this contract shall be subject to the review provisions of RSA 542.
- G. An arbitrator deciding a grievance under this contract shall have no authority to alter, amend, change, add to or delete, the terms of the contract of the parties.
- H. For the purposes of this section, working days shall be Monday through Friday excluding Saturday, Sundays and holidays.
- I. It is understood that only one grievance will be heard at one time at any one arbitration unless the parties mutually agree with respect to a specific situation.

**SECTION XII
FIRE DEPARTMENT PROMOTIONS**

Any opportunity for advancement in the fire department shall be posted on bulletin boards at all fire stations in the City of Portsmouth a minimum of ten (10) days prior to the date for testing. All bargaining unit members who apply shall be allowed to go through the testing process along with any other applicants. Preference shall be given to bargaining unit members should they be in the top three of those tested. It is understood that if more than one bargaining unit member is in the top three that the Commission shall have the discretion to choose the person to be promoted. Further, it is understood that the preference shall not be absolute. If the preference does not result in a person getting the promotion, an explanation shall be given.

**SECTION XIII
AMENDMENT**

- A. The signing of this Agreement by the authorized representative of the bargaining unit and the Commission shall constitute the effective date of July 1, 2008~~14~~.
- B. This Agreement remains in effect until June 30, 2014~~8~~. Should neither party to this Agreement initiate negotiations as required by law, this Agreement shall automatically be renewed.
- C. Meetings between the bargaining unit and the Fire Commission shall be conducted at mutually agreeable times and places.

**SECTION XIV
CONFLICT**

In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City or the Fire Department in regard to wages, hours of work and working conditions, it is agreed that this Agreement shall govern the relationship between the parties.

**SECTION XV
COPIES**

Copies of this Agreement shall be provided to all Association members along with any appendices at the Department's expense.

**SECTION XVI
STIPENDS**

A. Advanced Education Degrees

The stipends shall not be additive

1.	Associates Degree Accredited College	2.0% of base
3.	Associates Degree With Fire Protection Certificate	3.5% of base
4.	Bachelors Degree either Arts or Science	3.75% of base
5.	Bachelor Degree with Fire Protection Certification or Business Administration	4.0% of base
	Specialty Team	Stipend
	Hazmat Technician	2.0% of base
	Shipboard Technician	2.0%
	EMT-I	3.0% Delete February 18, 2014
	Boat Operator over 28'	2.0%
	EMT-P	8.0% Change to 5% effective February 18, 2014

Employees must keep certificates current to be entitled to stipends under this Section. Also the Commission retains the right to decide under what conditions it will reimburse officers for the training to achieve the various status as set forth above in paragraphs "A" through "E".

SECTION XVII. DRUG AND ALCOHOL TESTING

All members will be subject to random drug and alcohol testing as outlined in the policy to be adopted by the Fire Commission.

**SECTION XVIII
RETREAT RIGHTS**

A fire officer who has completed his probationary period and earned permanent status in the PPFOA bargaining unit shall have retreat rights to said unit based on his/her seniority date in the

PPFOA in the event such an officer accepts another position in the Portsmouth Fire Department outside the PPFOA bargaining unit. Retreat rights shall mean that the employee may bump back into the unit based on his PPFOA seniority in the event the employee is demoted or his job outside the bargaining unit is eliminated. An employee may retreat to either a captain or lieutenant position based on previous qualification and seniority. In the event there are not sufficient positions for all officers after retreat rights have been exercised, the RIF provisions in Section III of the contract shall control.

SIGNATURES

Executed this _____ day of _____, 2014⁶ after approval by the City Council.

Portsmouth Board of Fire Commissioners

Richard Gamester Chairman

Thomas Closson, City Negotiator

Portsmouth Professional Fire Officers Association

William McQuillen
President PPFOA

Richard E. Molan, Attorney

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**Portsmouth Professional Fire Officers, Local 4039 IAFF, and the City of
Portsmouth**

Memorandum of Agreement on Fire Inspector
August 2007

The Portsmouth Professional Fire Officers (Union) and the City of Portsmouth (City) have reached an agreement regarding the Position of Fire Inspector.

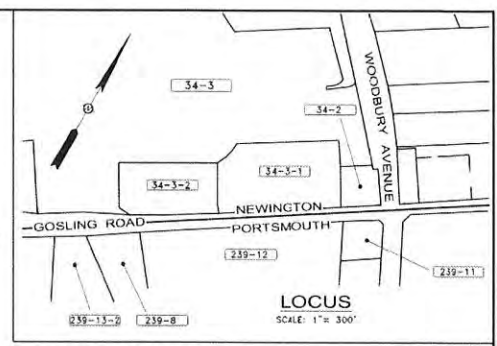
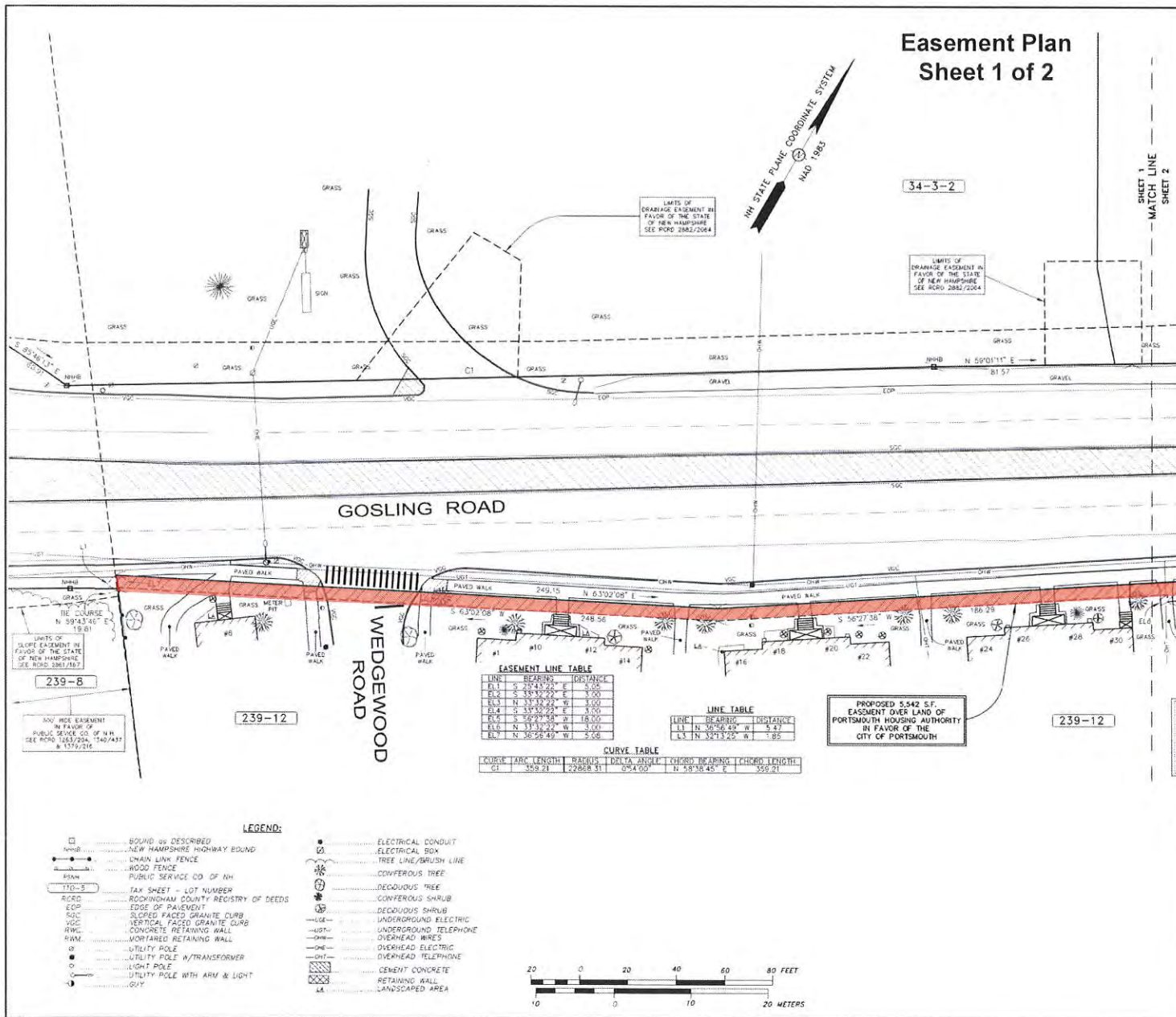
1. The Fire Inspector will be paid on Step A of the Captain's salary schedule as described in the collective bargaining agreement between the Union and the City with an expiration date of June 30, 2008.
2. The schedule of the Fire Inspector will be established by the Fire Chief and will normally be five (5) days per week and eight (8) hours per day.
3. The Chief may schedule the Fire Inspector to work hours outside normal hours on any given day and such time shall be made up during the same work week. The Fire Inspector will earn overtime only for call-out emergencies.
4. An external candidate appointed Fire Inspector will not be eligible to receive the stipends in the collective bargaining agreement except with the express written approval of the Fire Chief. An internal candidate appointed Fire Inspector will be eligible to receive the stipends they are receiving on the date of the appointment, but shall not be eligible for any additional stipends after that date.
5. This agreement shall not be construed as a precedent and shall not be deemed to be past practice with respect to any other situation that may arise between the parties.

For the Union _____ Date: _____

For the City _____ Date: _____

For the Fire Department _____ Date: _____

Easement Plan Sheet 1 of 2



MAP-LOT	OWNER OF RECORD	DEED REF.
34-2	CUMBERLAND FARMS, INC	4182/2497
34-3	SBAF RUNNING FOX, INC., C/O KEYPOINT PARTNERS LLC	4719/379
34-3-1	TOYS R US (BUILDING ONLY)	N/A
34-3-1	SBAF RUNNING FOX, INC., C/O KEYPOINT PARTNERS LLC	4719/379
34-3-2	SBAF RUNNING FOX, INC., C/O KEYPOINT PARTNERS LLC	4719/379
239-B	YONIC LLC, C/O CAMERON & MITCHELL LLP	5077/1491
239-11	GREENBACK SECURITY LLC	5089/870

NOTES:

- OWNER OF RECORD: PORTSMOUTH HOUSING AUTHORITY
ADDRESS: 245 MIDDLE ST, PORTSMOUTH, NH 03801
DEED REFERENCE: 1428/476
TAX SHEET / LOT: 239-12
- THIS PLAN IS BASED ON A FIELD SURVEY PERFORMED 3/2016.
- THE RELATIVE ERROR OF CLOSURE WAS LESS THAN 1 FOOT IN 15,000 FEET.
- ON SITE CONTROL ESTABLISHED USING SURVEY GRADE GPS UNITS AND NGS "CORR" NETWORK. STATIONS USED: NHCD, NHUN, ZB01. HORIZONTAL DATUM: NAD 1983 (2011) (EPOCH 2010 0000).
- THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE CATCH BASINS, MANHOLES, WATER GATES ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY COMPANIES AND GOVERNMENTAL AGENCIES. ALL CONTRACTORS SHOULD NOTIFY IN WRITING SAID AGENCIES PRIOR TO ANY EXCAVATION WORK AND CALL DIG-SAFE @ 1-888-DIG-SAFE.
- THIS PLAN WAS PREPARED FOR PROPOSED ROADWAY IMPROVEMENTS AS SHOWN ON REFERENCE PLAN 2.

REFERENCE PLANS:

- EXISTING CONDITIONS PLAN, GOSLING ROAD & WOODBURY AVENUE, PORTSMOUTH & NEWINGTON, N.H., FOR CMA ENGINEERS, INC. REVISED TO 4/25/2016, PREPARED BY JAMES VERRA AND ASSOC., INC., NOT RECORDED.
- CITY OF PORTSMOUTH, NH, COMMUNITY DEVELOPMENT DEPARTMENT, GOSLING ROAD, PEDESTRIAN, BIKE & RELATED IMPROVEMENTS, GENERAL PLANS, DATED 6/2016, BY CMA ENGINEERS, INC. NOT RECORDED.

PURSUANT TO RSA 676:18, III AND RSA 672:14

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

James Verra 8/8/2016
JAMES VERRA DATE

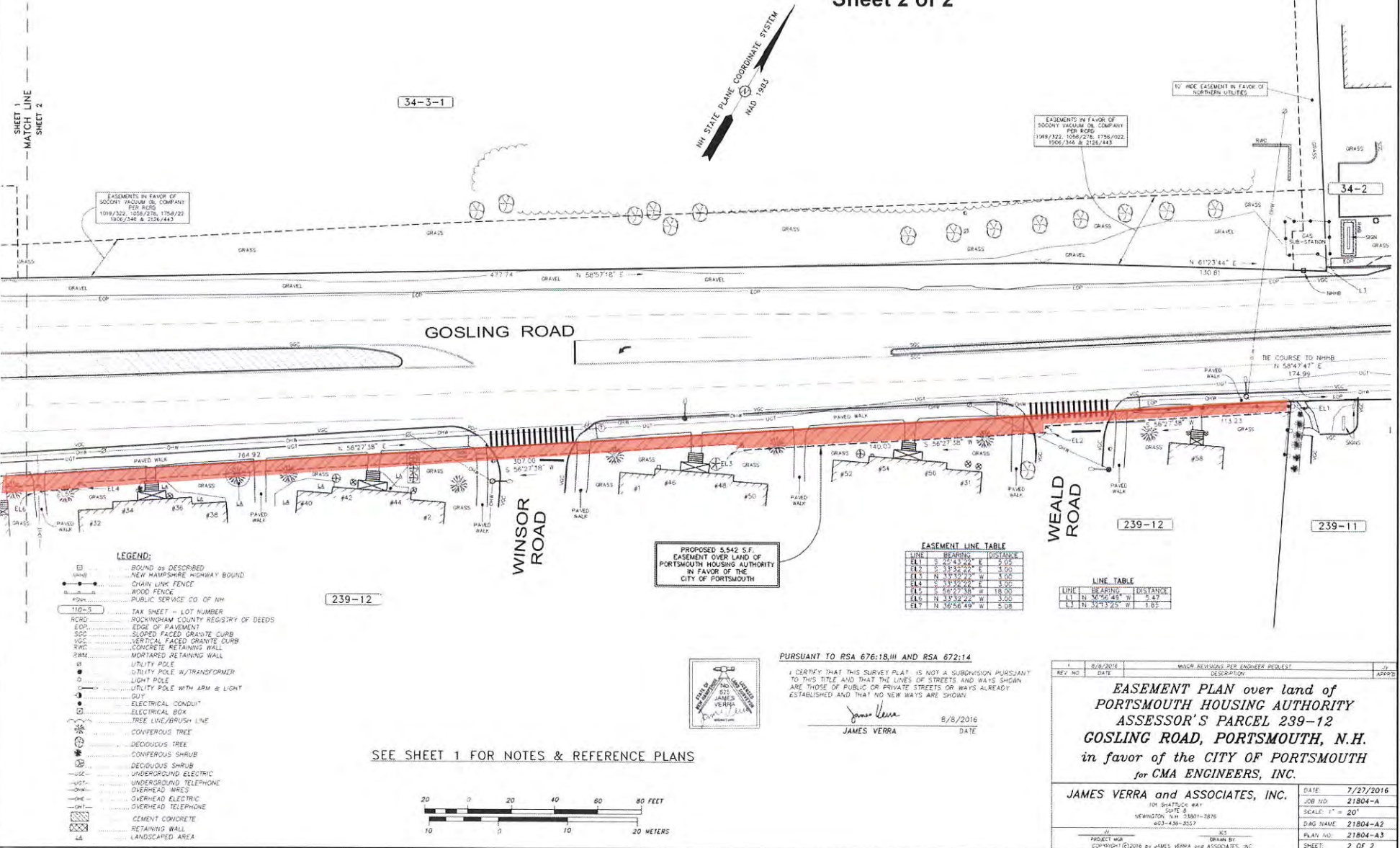
REV. NO.	DATE	DESCRIPTION	BY	APPROV.
1	8/8/2016	MINOR REVISIONS PER ENGINEER REQUEST		

EASEMENT PLAN over land of PORTSMOUTH HOUSING AUTHORITY ASSESSOR'S PARCEL 239-12 GOSLING ROAD, PORTSMOUTH, N.H. in favor of the CITY OF PORTSMOUTH for CMA ENGINEERS, INC.

JAMES VERRA and ASSOCIATES, INC. DATE: 7/27/2016
100 SHATTUCK RD. JOB NO: 21804-A
NEWINGTON, N.H. 03801-7878 DATE 8: SCALE: 1" = 20'
#03-436-8557 PLAN NAME: 21804-A2
PLAN NO: 21804-A3
SHEET: 1 OF 2

Easement Plan Sheet 2 of 2

NH STATE PLANE COORDINATE SYSTEM
MAD 1983



EASEMENTS IN FAVOR OF
SOCIETY VACUUM OIL COMPANY
PER RECORD
1049/322, 1058/276, 1756/022,
1906/346 & 2126/443

EASEMENTS IN FAVOR OF
SOCIETY VACUUM OIL COMPANY
PER RECORD
1049/322, 1058/276, 1756/022,
1906/346 & 2126/443

PROPOSED 5,542 S.F.
EASEMENT OVER LAND OF
PORTSMOUTH HOUSING AUTHORITY
IN FAVOR OF THE
CITY OF PORTSMOUTH

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
EL1	S 20°41'29" E	2.05
EL2	S 38°59'59" W	3.00
EL3	N 36°59'59" W	1.00
EL4	S 38°59'59" E	3.00
EL5	S 62°59'59" W	18.00
EL6	N 38°59'29" W	3.00
EL7	N 36°58'49" W	5.08

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 58°47'47" W	5.29
L3	N 34°13'25" W	1.85

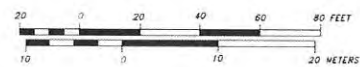
- LEGEND:**
- BOUND AS DESCRIBED
 - NEW HAMPSHIRE HIGHWAY BOUND
 - CHAIN LINK FENCE
 - WOOD FENCE
 - PUBLIC SERVICE CO. OF NH
 - TID-5 TAX SHEET - LOT NUMBER
 - RCRD ROCKINGHAM COUNTY REGISTRY OF DEEDS
 - EQP EDGE OF PAVEMENT
 - SGC SLOPED FACED GRANITE CURB
 - VGC VERTICAL FACED GRANITE CURB
 - RWC CONCRETE RETAINING WALL
 - MW MORTARED RETAINING WALL
 - U UTILITY POLE
 - UT UTILITY POLE W/TRANSFORMER
 - L LIGHT POLE
 - UL UTILITY POLE WITH ARM & LIGHT
 - DU DUCT
 - EC ELECTRICAL CONDUIT
 - EB ELECTRICAL BOX
 - TL TREE LINE/BRUSH LINE
 - CT CONIFEROUS TREE
 - DT DEODOROUS TREE
 - CS CONIFEROUS SHRUB
 - DS DEODOROUS SHRUB
 - UE UNDERGROUND ELECTRIC
 - UT UNDERGROUND TELEPHONE
 - OW OVERHEAD WIRE
 - OE OVERHEAD ELECTRIC
 - OT OVERHEAD TELEPHONE
 - CC CEMENT CONCRETE
 - RW RETAINING WALL
 - LA LANDSCAPED AREA

239-12

239-12

239-11

SEE SHEET 1 FOR NOTES & REFERENCE PLANS



PURSUANT TO RSA 676:18,III AND RSA 672:14
I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT
TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN
ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY
ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

James Verra 8/8/2016
JAMES VERRA DATE



REV. NO.	8/8/2016	MAJOR REVISIONS PER ENGINEER REQUEST	BY
DATE		DESCRIPTION	APPROV.
<p>EASEMENT PLAN over land of PORTSMOUTH HOUSING AUTHORITY ASSESSOR'S PARCEL 239-12 GOSLING ROAD, PORTSMOUTH, N.H. in favor of the CITY OF PORTSMOUTH for CMA ENGINEERS, INC.</p>			
<p>JAMES VERRA AND ASSOCIATES, INC.</p> <p>101 SHATTUCK WAY SUITE 8 NEWINGTON, NH 03801-7876 603-431-3337</p>		<p>DATE: 7/27/2016 JOB NO: 21804-A SCALE: 1" = 20' DWG NAME: 21804-A2 PLAN NO: 21804-A3 SHEET: 2 OF 2</p>	
<p>PROJECT NO. 101 DRAWN BY: JAV COPYRIGHT ©2016 BY JAMES VERRA AND ASSOCIATES, INC.</p>			

Return To:
Portsmouth Housing Authority
245 Middle Street
Portsmouth, New Hampshire 03801

EASEMENT DEED

GRANTOR, **PORTSMOUTH HOUSING AUTHORITY**, a nonprofit with a principal mailing address of 245 Middle Street, City of Portsmouth, County of Rockingham, State of New Hampshire 03801, for consideration paid, grants to the **CITY OF PORTSMOUTH**, a municipal body politic, having a mailing address of 1 Junkins Avenue, City of Portsmouth, County of Rockingham, State of New Hampshire 03801, hereinafter, "GRANTEE," with QUITCLAIM COVENANTS, the following easements with respect to GRANTOR'S real property situate on the southerly side of Gosling Road in the City of Portsmouth, State of New Hampshire :

1. **Permanent Easement Area**: A permanent easement for the purpose and right to clear/trim trees and other vegetation and to construct, maintain and reconstruct a public sidewalk, bike/pedestrian paths, crosswalks, signs, pedestrian signals, drainage structures and pipes, utilities, bus shelters, and slopes over, under or through the land of GRANTOR abutting or near Gosling Road in the area shown on a plan entitled, "Easement Plan over land of Portsmouth Housing Authority Assessor's Parcel 239-12 Gosling Road, Portsmouth, N.H. in favor of the City of Portsmouth for CMA Engineers, Inc." dated July 27, 2016, by James Verra & Associates, Inc., (hereinafter "the Plan"). The Plan to be recorded herewith.

Beginning at a point on the southeasterly side of Gosling Road at the westerly corner of land of said Portsmouth Housing Authority said point bears North 59° 43' 46" East (NH State Plane Coordinate System, NAD 1983) 19.81 feet and North 36° 56' 49" West 5.47 feet from a New Hampshire Highway Bound (NHHB) located on the southeasterly side of said Gosling Road.

Thence by said Gosling Road and across Wedgewood, Winsor and Weald Roads on the following courses:

North 63° 02' 08" East 249.15 feet to a point:

North 56° 27' 38" East 764.92 feet to a point at the most northerly corner of land of said Portsmouth Housing Authority and the westerly corner of land of Greenback Security, LLC, said point bears South 58° 47' 47" West 174.99 feet from a NHHB located on the southeasterly side of said Gosling Road;

Thence by land of said Greenback Security, LLC South 25° 43' 22" East 5.05 feet to a point;

Thence over land of said Portsmouth Housing Authority and across the above referenced streets on the following courses:

South 56° 27' 38" West 113.23 feet to a point;
South 33° 32' 22" East 3.00 feet to a point;
South 56° 27' 38" West 140.00 feet to a point;
North 33° 32' 22" West 3.00 feet to a point;
South 56° 27' 38" West 307.00 feet to a point;
South 33° 32' 22" East 3.00 feet to a point;
South 56° 27' 38" West 18.00 feet to a point;
North 33° 32' 22" West 3.00 feet to a point;
South 56° 27' 38" West 186.29 feet to a point;
South 63° 02' 08" West 248.56 feet to a point on the southeasterly side of Gosling Road;
North 36° 56' 49" West 5.08 feet by said Gosling Road to the true point of beginning.

Containing 5,542 square feet more or less.

2. **Temporary Easement Area for Construction Purposes:** The GRANTEE shall have a temporary construction easement consisting of 10 feet from the south side of the Permanent Easement Area as shown on the Plan for purposes of installing and maintaining the sidewalk, bike/pedestrian paths, crosswalks, signs, pedestrian signals, drainage structures, pipes, utilities and bus shelters and to enter and reenter the property of the GRANTOR for the purpose of removing trees, shrubs, bushes, and other landscaping where it conflicts with the proposed work and for constructing and reconstructing the slopes, walkways, signs, pavement, and pavement markings on land of GRANTOR in accordance with the standard practice of highway construction. The GRANTOR shall have unencumbered use of the temporary construction easement area at all times other than when the project is under construction. The Temporary Easement shall expire on December 31, 2017, or one (1) year after completion of the construction for the project, whichever date shall come first.
3. **Purpose and Rights:** The GRANTEE shall have a permanent and exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of clear/trim trees and other vegetation and to construct, maintain and reconstruct a public sidewalk, bike/pedestrian paths, crosswalks, signs, pedestrian signals, drainage structures and pipes, utilities, bus shelters, and slopes over, under or through the GRANTOR'S land. The GRANTEE shall have the right to remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein and to take such other actions as may be necessary, useful or convenient for the enjoyment of the easement rights herein granted.

4. **Grantee's Responsibility to Restore:** Disturbed areas within the Temporary Easement Area shall be back-filled and restored at the GRANTEE'S expense.
5. **Grantor's Retained Rights:** GRANTOR retains the right to freely use and enjoy its interest in the Permanent Easement Area and the Temporary Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. GRANTOR shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Area, substantially change the grade or slope, install any pipes, or pave or asphalt the Permanent Easement Area without prior written consent of the GRANTEE.
6. **Personal Property.** It is agreed that any facilities installed by the GRANTEE within the Permanent Easement Area, whether fixed to the realty or not, shall be and remain the property of the GRANTEE.
7. **Easement to Run with Land:** All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the GRANTEE and of the GRANTOR, the parties hereto and all subsequent owners of the Premises and shall run with the land.


MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the within GRANTOR by deed of Rockford Realty Inc., dated April 19, 1957 and recorded at the Rockingham County Registry of Deeds at Book 1428, Page 476.

This is an exempt transfer per RSA 78-B:2(I).

GRANTOR releases to the City of Portsmouth all rights of homestead and other interests therein, as it pertains with the above conveyance.

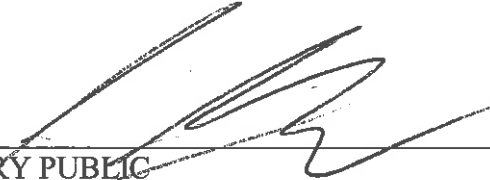
DATED this 22 day of August, 2016.

PORTSMOUTH HOUSING AUTHORITY

By: 
Name/Title: Craig W. Welch
Executive Director

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

Personally appeared before me this 22 day of August, 2016 the above named Craig Welch, known to me or satisfactorily proven to be the person who executed the foregoing instrument and swore that he signed the foregoing for the purposes therein contained.



NOTARY PUBLIC
My commission expires: _____



received
7/18/16

RIVERSIDE & PICKERING
MARINE CONTRACTORS

July 5th, 2016

The Honorable Jack Blalock, Mayor of Portsmouth, NH
Portsmouth City Council
City of Portsmouth
1 Junkins Ave.
Portsmouth, NH 03801

RE: Request by Stephen and Karin Barndollar for the construction of a tidal docking structure within the Ridges Court ROW and ROW setback.

Mr. Mayor,

This letter is a request on behalf of Stephen and Karin Barndollar, owners of the parcel at 120 Ridges Court, for an authorization from the City to permit and construct a new docking structure which would be within both the Ridges Court Right of Way (ROW) and ROW setback. If the City will grant this request, we would respectfully ask that a letter stating as such be provided to NH Department of Environmental Services (DES). DES will require authorization from the City for the proposed docking structure prior to approving a wetlands application for this project due to the docks proposed location in relation to the Ridges Court ROW.

We have included with this letter a copy of the plans for the construction of the proposed dock. You will see on the plans that the dock is designed to start from a position along the seawall on the Barndollar's property and heads in a southerly direction out into Little Harbor. The gangway and float are positioned as such that only a portion of those structures would be located within the Ridges Court ROW. The remaining structure would be within the 20-foot setback of the ROW. We are proposing the dock in this location for three specific reasons:

- 1) Keep the docking structure away from the opening to the small cove located to the west of the parcel. There are two parcels with existing docking structures that require access through the narrow entrance to the cove. The position proposed would not create any impact to navigation for those shorefront owners in the adjacent cove. Also, the dock in this location, would have no impact to adjacent docks to the northeast.
- 2) The location proposed will require a shorter overall structure to cross from the upland to the mudflat where the floating dock and boat can safely land. Building the dock outside of the 20-foot setback will require a longer dock due to the natural contours of the emergent vegetation bed along their shoreline.
- 3) There is an area of intertidal wetland in front of the seawall west of the proposed dock location that was rehabilitated and replanted as part of a mitigation plan in a prior wetlands application by the Barndollars. The emergent vegetation species are slowly re-colonizing from the mitigation efforts. The proposed dock will be built to the east of this area which will minimize impact to the mitigation efforts.

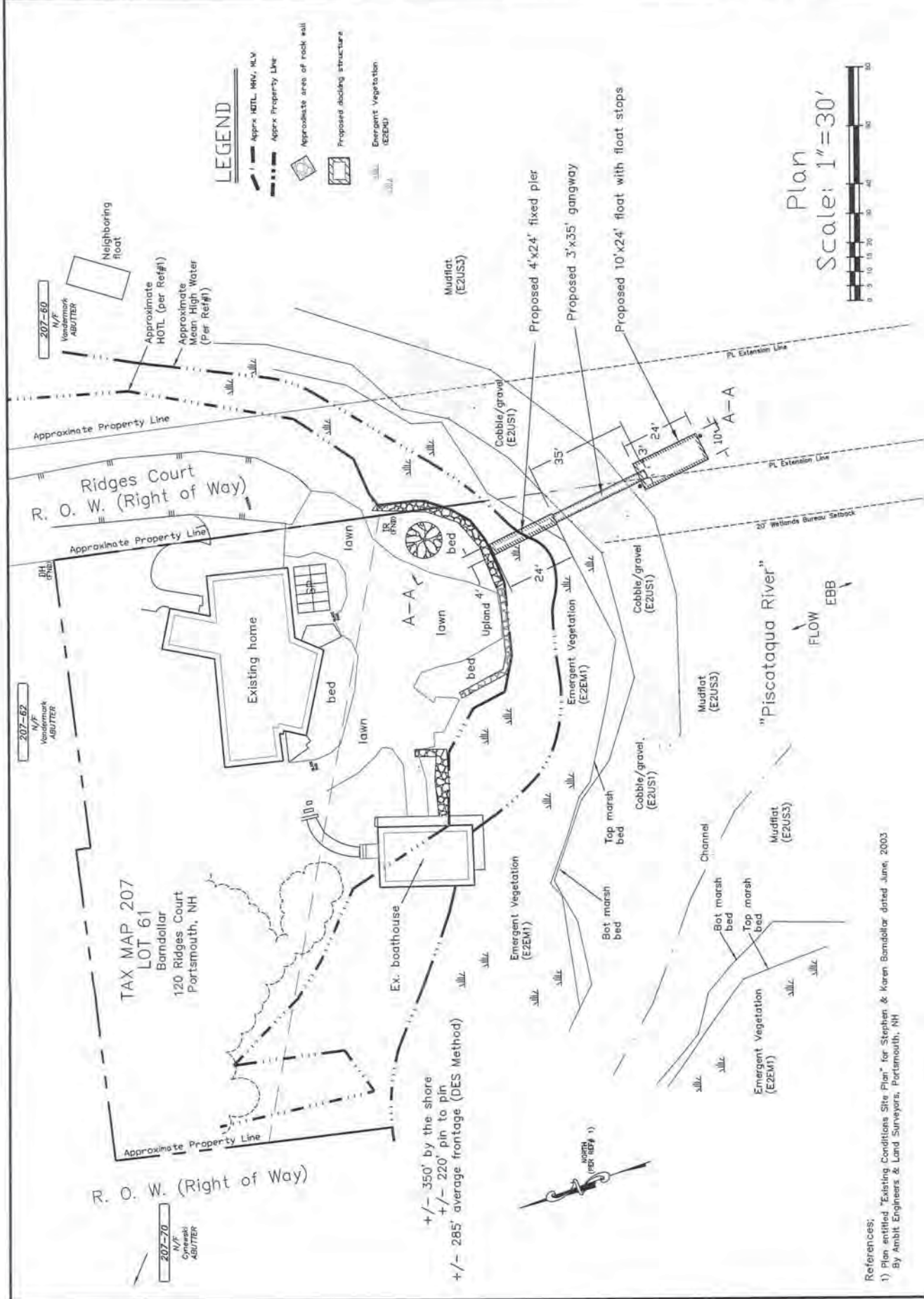
We greatly appreciate the City Council's consideration of this request and would be happy to supply any additional information that would be helpful for this review. Thank you for considering this request.

Sincerely,

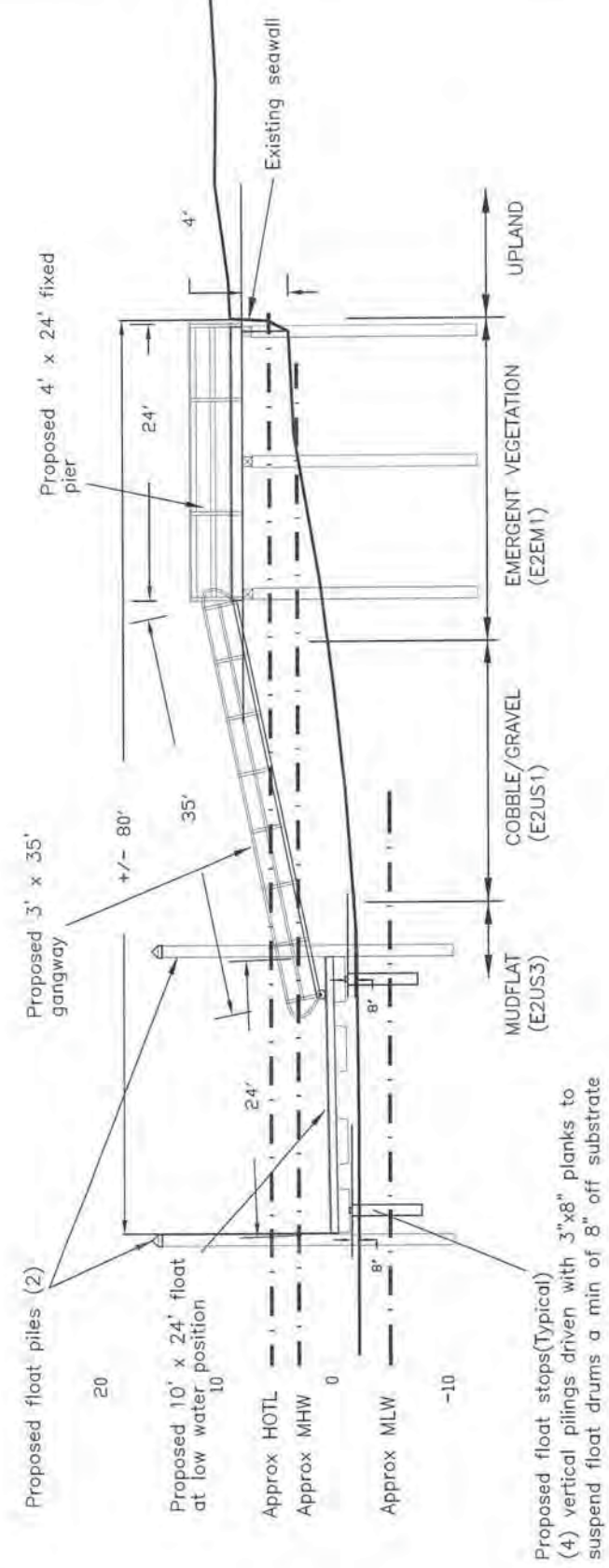


Zachary Taylor
Director of Operations, Riverside & Pickering Marine

REVISIONS Date Description Approve		Map & Lot # Map 207 Lot 61 Drawing Scale 1"=30' Title:	
007-322-15 File #		195 West Road, Portsmouth, NH DEPT. OF REVENUE (603) 427-2824 Fax (603) 571-7132	
Sheet 1 of 2		Address: 120 Ridges Court City: Portsmouth	
6/28/16 Date:		Job Class:	
Drawn By: APF		Checked By:	
Barndollor PRF Application		RIVERSIDE PIERCE MARINE CONTRACTORS	



References:
 1) Plan entitled "Existing Conditions Site Plan" for Stephen & Karen Barndollor dated June, 2003
 By Anbit Engineers & Land Surveyors, Portsmouth, NH



Profile Dock Location A-A
 Profile
 Scale: 1"=10'

ARTICLE II: DEMOLITION

Section 14.201 PURPOSE

The purpose of this Article is to encourage the preservation of buildings and places of historic, architectural and community value.

Section 14.202 DEFINITIONS

As used in this Article, the following words or phrases shall have the meanings set forth below, except when the context requires a different meaning.

Demolition: Razing or destruction, entirely or in part, of a building or structure, whether or not reconstruction is planned after demolition, or removal of a building or structure in whole or in part from its present location. For the purpose of this Article, demolition shall not include (a) interior demolition that does not affect the exterior of the building or structure, or (b) work necessary to repair or replace exterior finishes such as roofing, siding, trim or windows.

Demolition Review Committee: A committee appointed by the City Council and comprised of five members as follows: one member of the Historic District Commission, one member of the Planning Board, one member of the Portsmouth Historical Society, the Chief Building Inspector or his/her designee, and the Planning Director or his/her designee. Representatives of the Historic District Commission and Planning Board shall be appointed annually or as necessary.

Section 14.203 APPLICABILITY

The requirements of this Article shall apply to any demolition except:

- (1) Demolition of a building or structure that has been granted a Certificate of Approval by the Historic District Commission; or
- (2) Demolition of any “dangerous building” that has been ordered to be demolished pursuant to Chapter 14, Article I, Section 14.109(C).

Section 14.204: APPLICATION AND NOTICE

- A. Prior to the commencement of any demolition, the owner(s), contractor, or agent (hereinafter Applicant) must (a) submit a completed Demolition Permit Application (hereinafter Application) to the Inspection Department, (b) post a sign or signs as required by paragraph B below, and (c) publish a legal notice as required by paragraph B below.

B. The applicant shall post one or more signs on the building to be demolished, or on the lot where such building is located, so as to be clearly visible from all public ways. In the event that visibility at the building's location would be hindered in such a manner as to obstruct notice of the sign, the applicant will be required to post a sufficient number of signs as to insure clear visibility. Said sign(s) shall be provided by the Inspection Department at the time of application for the Permit.

- (1) If the building to be demolished was constructed more than 50 years prior to the date of application and the area to be demolished (building footprint or gross floor area) is greater than 500 square feet, the notice shall read as follows:

NOTICE

An application has been submitted to demolish this building or a portion thereof. Further information about the proposed demolition is available from the Inspection Department, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801 (tel. 610-7243). You may object to the demolition by filing a written objection with the Inspection Department at the above address.

If no written objection is received in the Inspection Department within 30 days from the date of this notice, the Demolition Permit will be issued. If a written objection is received within said period, the Demolition Review Committee will hold a public hearing on the matter within 75 days from the date of this notice. Notice of the public hearing will be published in a newspaper of general circulation, posted on the City's website, and given to all parties who have filed objections to the proposed demolition.

Date of this Notice: _____.

- (2) If the building to be demolished was constructed 50 years or less prior to the date of application, or the area to be demolished (building footprint or gross floor area) is 500 square feet or less, the notice shall read as follows:

NOTICE

An application has been submitted to demolish this building or a portion thereof. Further information about the proposed demolition is available from the Inspection Department, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801 (tel. 610-7243). You may object to the demolition by filing a written objection with the Inspection Department at the above address.

If no written objection is received in the Inspection Department within 30 days from the date of this notice, the Demolition Permit will be

issued. If a written objection is received within said period, the Inspector may order an additional delay in issuing the Demolition Permit, up to a maximum of 90 days from the date of this notice.

Date of this Notice: _____.

- (3) In either case, the required sign(s) shall remain posted until the Inspection Department has issued a demolition permit.
- C. The applicant shall, within seven (7) days of submitting an Application, have published a legal notice in a newspaper of general circulation in Portsmouth. All costs which are incurred for publication of the legal notice are to be paid by the applicant who also will provide copies of the published legal notice to the Inspection Department prior to the expiration of the thirty (30) day period contained in the legal notice. The legal notice shall include the wording required by Section 14.204.B (1) or (2), as applicable, and shall also contain the address and description of the building or structure to be demolished and the name and address of the applicant.

Section 14.205: PROCEDURE

- A. If the building to be demolished was constructed more than 50 years prior to the date of application and the area to be demolished (building footprint or gross floor area) is greater than 500 square feet, the following procedure shall be followed:
- (1) If a written objection is not received by the Inspection Department within thirty (30) days of the date of notice, the Building Inspector shall verify that the notice requirements in Section 14.204 have been satisfied and the demolition may proceed.
 - (2) If a written objection is received by the Inspection Department within thirty (30) days of the date of notice, the Building Inspector shall have fifteen (15) days to notify the applicant in writing that the demolition must be reviewed by the Demolition Review Committee before proceeding and forward the application to each member of the Demolition Review Committee.
 - (a) The Demolition Review Committee shall schedule a public hearing within thirty (30) days of notification from the Building Inspector. Notice of the public hearing shall be given to all parties who have filed objections, posted in two public places and on the City's website, and published in a newspaper of general circulation at least ten (10) days prior to the hearing, not including the day of the hearing or the day of posting.
 - (b) The Demolition Review Committee shall hear all public testimony on the building's significance. The owner or the owner's representative shall be invited to attend the hearing.

- (c) At the conclusion of the hearing, the Demolition Review Committee shall determine that the building is “significant” or “not significant” based on whether the building is of such historic, architectural or community value that its removal would be to the detriment of the public interest.
- (d) If the Committee finds the building is “not significant,” no further review is required.
- (e) If the Committee finds the building is “significant,” the following steps shall be taken:
 - (i) The Committee shall hold a meeting with the owner or owner’s representative within fifteen (15) days, or at the applicant’s earliest convenience, to discuss alternatives to demolition.
 - (ii) After the meeting provided for in paragraph (i) above, if no alternatives to demolition have been identified and agreed to by the applicant, the applicant shall permit the City to document the building photographically and shall submit basic measured drawings of the building (plan and elevations) as determined by the Demolition Review Committee. The applicant shall also be encouraged to salvage significant architectural features identified by the Committee.
 - (iii) Following the completion of documentation and (if applicable) salvage as set forth in (ii) above, no further review is required.

B. If the building to be demolished was constructed 50 years or less prior to the date of application, or the area to be demolished (building footprint or gross floor area) is 500 square feet or less, the following procedure shall be followed:

- (1) If a written objection is not received by the Inspection Department within thirty (30) days of the date of notice, the Building Inspector shall verify that the notice requirements in Section 14.204 have been satisfied.
- (2) If a written objection is received by the Inspection Department within thirty (30) days of the date of notice, the Building Inspector shall order an additional delay period, not to exceed sixty (60) days from the date of receipt of the written objection(s). However, in no event shall the delay period ordered by the Building Inspector exceed ninety (90) days from date of notice.

Section 14.206: DEMOLITION PERMIT

Upon completion of the procedure outlined in Section 14.205, the Building Inspector shall issue a Demolition Permit after the expiration of any delay period ordered pursuant to Section 14.205.

Event Listing by Date

Starting Date: 8/15/2016

Ending Date: 5/31/2017

Start End	Type Description	Location	Requestor	Vote Date
8/20/2016 8/20/2016	FUND Jim O'Brien is the contact for this event. Tel. (603) 380-5343	Market Square - Boot Drive	Portsmouth Professional Fire F	4/18/2016
8/27/2016 8/27/2016	BIKE TOUR Emily Christian, Development Manager is the contact for this event. Tel. #781-693-5154	Through Portsmouth	National Multiple Sclerosis So	7/11/2016
8/28/2016 8/28/2016	ROAD RACE Thomas P. D'Arcy is the contact for this event. Telephone number: 603-978-7884 This event begins at 9:00 a.m.	Pease Tradeport	Danielle's Dash	8/ 1/2016
9/17/2016 9/17/2016	RACE Holly Tennent and Melissa Mikulski are the contacts for this event. mmikulski@bottomline.com 501-5335 htennent@bottomline.com 501-6653 This event begins at 9:00 a.m.	Pease Tradeport	Bottomline Technologies	4/ 4/2016
9/17/2016 9/17/2016	WALK Contact: Ken La Valley, Chair - Out of Darkness Walk on Saturday, September 17, 2016 Registration: 8:30 a.m. Walk Duration 10:00 a.m. - Noon Peirce Island - Begin and end. Proposed Walk route 2.3 miles	Little Harbour School	American Foundation for Suicid	1/11/2016
9/18/2016 9/18/2016	RACE Wendy McCooole is the contact for this event. Telephone #603-759-5640 Race Start: 9:00 a.m. Registration: 7:30 a.m.	Portsmouth Middle School	Celebrate Pink	12/ 7/2015
9/24/2016 9/25/2016	BIKE TOUR Donna Hepp is the contact for this event. Tel. 414-258-3287	Through Portsmouth	Grante State Wheelmen	12/ 7/2015
9/24/2016 9/25/2016	FESTIVAL David Hallowell is the contact for this event. This is a 2-day event starting at 8:00 a.m. to 6:00 p.m.	Pleasant Street	Portsmouth Maritime Folk Festi	1/25/2016
9/24/2016 9/25/2016	TOUR Caroline Amport Piper is the contact for this event. Tel. (603) 686-4338 Location of this event is to be determined. This event begins each day at 11:00 a.m. to 3:00 p.m.	South End	Friends of the South End	12/ 7/2015
10/ 9/2016 10/ 9/2016	ROAD RACE Contacts: (Date changed to October 9, 2016 instead of October 8th) Ben Anderson - ben@prescottpark.org Angela Greene - angela@prescottpark.org Race Start: 10:00 a.m. Registration: 8:00 a.m.	Memorial Bridge Portsmouth	Memorial Bridge Road Race	12/ 7/2015
10/22/2016 10/22/2016	WALK Contact Susan von Hemert Annual Memorial Bridge Walk walking across Memorial Bridge to Prescott Park	Memorial Bridge Walk to Prescott Park	Seacoast Rotary	3/ 3/2016

Event Listing by Date

Starting Date: 8/15/2016

Ending Date: 5/31/2017

Start End	Type Description	Location	Requestor	Vote Date
10/22/2016 10/22/2016	WALK Mary-Jo Monusky, Executive Director is the contact for this event. This 5K walk begins at 9:00 a.m. to 11:00 a.m.	Start and Finish on Jewell Court	Arts in Reach	10/22/2016
10/31/2016 10/31/2016	PARADE	Peirce Island thru downtown to Prescott Park	Portsmouth Halloween Parade	7/11/2016
11/13/2016 11/13/2016	ROAD RACE Jay Diener, Co-race Director is the contact for this event. He can be reached at (603) 758-1177 Runners start at 8:30 a.m.	Portsmouth, New Castle, Rye	Seacoast Half Marathon	4/18/2016
11/24/2016 11/24/2016	ROAD RACE Matt Junkin, Race Director is the contact for this event. This is the Thanksgiving Day Turkey Trot which begins at Peirce Island and ends at Strawberry Banke. Registration begins at 7:00 a.m. Race commences at 8:30 a.m.	Peirce Island is the start - Strawberry Banke is the finish	Seacoast Rotary Turkey Trot 5K	11/16/2015
12/11/2016 12/11/2016	ROAD RACE Thomas M. Bringle is the contact for this event. Tel. 603-724-6080 tbringle@arthritis.org. Registration begins at 9:00 a.m. Race start time: 10:00 a.m.	Little Harbour School	Arthritis Foundation - Jingle	1/25/2016
1/1/2017 1/1/2017	RACE Michael Rennebu is the contact for this event. Cell #603-969-9783 Race Start: 11:00 a.m. Registration: 9:00 a.m.	Portsmouth Middle School	Great Bay Services	12/7/2015
5/6/2017 5/6/2017	WALK Jenelle Dolan, Development Specialist is the contact for this event. Tel. 978-729-5849	Little Harbour Elementary School	March of Dimes	7/11/2016
5/13/2017 5/13/2017	RACE Contact: Carolyn Ostrom, NH Community Relations, Specialist - 617-501-2728 costrom@vtnhkomen.org Ed Harvey, Race Director 603-862-1246 Edmund.Harvey@unh.edu	Strawberry Banke	Susan G. Komen Foundation	8/15/2016

2017 SCHEDULE OF CITY COUNCIL MEETINGS AND WORK SESSIONS

Regular Meetings - 7:00 p.m.

January 9 and 23

February 6 and 21* (Tuesday)

*Public Hearing on CIP

March 6*, and 20

*(Adoption of CIP)

April 3 and April 17

May 1, 10* (6:30 p.m.) (Wednesday) and 15

*Public Hearing on FY18 Budget

June *5 and 19

*Adoption of Budget

July 10 (One meeting in July)

August 7 and 21

September 5 (Tuesday) and 18

October 2 and 16

November 9 (Thursday - Canvass of the Vote) & 20

December 4 and 18

Work Sessions - 6:30 p.m.

February 13 (CIP Work Session)

March 11 (Saturday – 9am-3pm

Levenson Room at Library) Goal Setting

May 6 (Saturday – 8am-2:30pm

Levenson Room at Library)

(Gen. Gov., Police, Fire & School Presentations)

May 17 (Water & Sewer Proposed FY18 Budget)

May 22 (Budget Review on FY18 Budget)

May 31 (Budget Review on FY18 Budget)

September 9 (Saturday 9am – 3 pm)

Levenson Room at Library

(Council Retreat)



CITY OF PORTSMOUTH

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
(603) 431-2000

CITY COUNCIL WORK SESSION WITH TRANSPORTATION SERVICES COMMISSION

DATE: MONDAY, SEPTEMBER 12, 2016
LOCATION: CITY HALL – EILEEN DONDERO FOLEY COUNCIL CHAMBERS
TIME: 6:30 PM
SUBJECT: TRANSPORTATION SERVICES

A G E N D A

- I. Call to Order – Jack Blalock, Mayor
- II. Discussion of prior taxi regulation in the City
- III. Discussion of current Transportation Services Ordinance
- IV. Discussion of new state law RSA 376-A
- V. Discussion of City policy to adapt municipal regulation in response to RSA 376-A
- VI. Adjournment

KELLI L. BARNABY, MMC, CMC, CNHMC
CITY CLERK

NOTICE TO MEMBERS OF THE PUBLIC WHO ARE HEARING IMPAIRED: If you require assistance, contact Dianna Fogarty, Human Resources Director, at 603-610-7270, one week before the meeting to make arrangements.

ARTICLE XIII: HAWKERS AND PEDDLERS

Section 6.1301: LICENSE REQUIRED

A person shall not engage in the business of peddler, as defined in RSA 320:1, within the corporate limits of the City of Portsmouth without first obtaining a license therefore as provided herein.

Section 6.1302: DEFINITIONS

For purposes of this Ordinance, the following definitions shall apply:

Motor Vehicle: Any vehicle used for the displaying, storing, or transporting of articles offered for sale by a vendor which is required to be licensed and registered by the Department of Motor Vehicles.

Peddler: As used herein shall be as defined in RSA 320:1 and shall include any person, whether a resident of the City of Portsmouth or not, traveling by foot, wagon, automotive vehicle, or any other type of conveyance, from place to place, from house to house, or from street to street, carrying, conveying, or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a wagon, stand, automotive vehicle, railroad car, or other vehicle or conveyance and includes one who solicits orders and as a separate transaction makes deliveries to purchasers. The word "peddler" shall include "hawker", "vendor" and "huckster". The definition of the term, "peddler" shall include each horse drawn carriage for hire which operates within the City limits. (Amended 9/18/95)

Public Assembly Buildings: As used herein shall be as defined in the BOCA Basic/National Building Code/1984, Article III, Sections 302.1 - 302.6.

Public Property: Any city owned or controlled property including but not limited to streets and sidewalks.

Sell: Shall include any offer to sell or attempt to sell.

Stand: Any push-cart, wagon, or any other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Department of Motor Vehicles, used for the displaying, storing or transporting of articles offered for sale by a vendor. (Amended 6/21/99).

Vendor: A peddler who on public property sells food, beverages or merchandise from a stand, motor vehicle or his person.

Section 6.1303: APPLICATION

The license required by this Article shall be issued in accordance with the General Licensing Ordinance, Article 6.107.

The application for a peddler's license shall include, in addition to the information required by the General Licensing Ordinance:

- A. The name, home and business address of the applicant, and the name and address of the owner, if other than the applicant, of the business and of any stand or motor vehicle to be used in the operation of the business.
- B. A description of the type of food, beverage or merchandise to be sold, and in the case of products of farm or orchard, whether produced or grown by the applicant.
- C. A description and photograph of any stand or motor vehicle to be used in the operation of the business, including the license and registration number of any motor vehicle used in the operation of the business.
- D. A certificate of insurance or other proof acceptable to the Licensing Officer that the applicant has been issued an insurance policy by an insurance company licensed to do business in the State of New Hampshire, protecting the licensee and the City from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the license. The insurance policy shall provide that the policy shall not be terminated or cancelled prior to the expiration date except with thirty (30) days advance written notice to the City. The policy shall provide combined single limit coverage in the amount of \$1,000,000 for personal injury and property damage. The City of Portsmouth shall be named as additional insured thereunder. (Amended 6/21/99)

Section 6.1304: ISSUANCE

Not later than thirty (30) days after the filing of a completed application for a vendor's license, the applicant shall be notified by the Licensing Officer of the decision on the issuance or denial of the license. The Licensing Officer shall consider the standards set forth in this Article and the Ordinances of the City of Portsmouth in determining whether to grant a license.

If the issuance of the license is approved, the Licensing Officer shall issue the license. If the license is denied, the applicant shall be provided with a statement of the reasons for the denial. The reasons shall be entered in writing on the application. The applicant shall be entitled to a hearing pursuant to Section 6.1316. All licenses issued under the provisions of this chapter shall expire on June 30 annually.

All licenses issued hereunder shall be displayed by the vendor on the vending cart in a place visible to the public.

Section 6.1305: PROHIBITED CONDUCT - VENDOR

A vendor shall not:

- A. Vend within one thousand (1,000) feet of the grounds of any elementary or secondary school between one hour prior to the start of the school day and one hour after dismissal at the end of the school day;
- B. Vend within one thousand (1,000) feet of any hospital;
- C. Vend within fifty (50) feet on the same street of any public assembly building while such building is in use;
- D. Vend on any street or sidewalk where vending is otherwise prohibited;
- E. Leave any stand or motor vehicle unattended;
- F. Store, park, or leave any stand overnight on any street or sidewalk, park any motor vehicle other than in a lawful parking place, in conformance with City and state parking regulations;
- G. Sell food or beverages for immediate consumption unless he has available for public use his own litter receptacle which is available for his patrons' use;
- H. Leave any location without first picking up, removing and disposing all trash or refuse remaining from sales made by him;
- I. Allow any items relating to the operation of the vending business to be placed anywhere other than in, on or under the stand or motor vehicle, except as expressly indicated in the application for a license;
- J. Set up, maintain or permit the use of any table, crate, carton, rack, sign, or any other device to increase the selling or display capacity of his stand or motor vehicle, where such items have not been described in his application;
- K. Solicit or conduct business with persons in motor vehicles;
- L. Sell anything other than that which he is licensed to vend;
- M. Sound or permit the sounding of any device which produces a loud and raucous noise, or use or operate any loud speaker, public address system, radio sound amplifier or similar device to attract the attention of the public;
- N. Vend without the insurance coverage specified in Section 6.1303(d);
- O. Vend without a fire extinguisher of a type approved by the Fire Chief or his designee if the vendor utilizes heat generation equipment.

Section 6.1306: PROHIBITED CONDUCT - SIDEWALK VENDORS

In addition to the conduct prohibited by Section 6.1305, a vendor selling from a stand on the sidewalk shall not:

- A. Vend at any location where the unobstructed sidewalk area after deducting the area occupied by the stand is less than three (3) feet in width;
- B. Vend within thirty (30) feet of any driveway entrance to a police or fire station, or within ten (10) feet of any other driveway;
- C. Allow the stand or any other item relating to the operation of the vending business to lean against or hang from any building or other structure lawfully placed on public property, without the owner's written permission.

Section 6.1307: PROHIBITED CONDUCT - VENDOR FROM MOTOR VEHICLE

In addition to the conduct prohibited by Section 6.1305 a vendor selling from a motor vehicle shall not:

- A. Conduct his motorized business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, or create or become a public nuisance, increase traffic congestion or delay, or constitute a hazard to traffic, life or property, or an obstruction to adequate access to fire, police, or sanitation vehicles;
- B. Stop, stand, or park his vehicle upon any street, or permit it to remain there except on the roadway at the curb for the purpose of vending therefrom;
- C. Stop, stand, or park his vehicle upon any street for the purpose of selling or sell on any street under any circumstances during the hours when parking, or stopping or standing has been prohibited or is prohibited by statute by signs or curb markings or Ordinance;
- D. Vend from a municipal parking space except from those locations, not to exceed more than three (3) locations, identified for vending by the Parking Committee and ratified by the City Council through the acceptance of the Parking Committee's minutes and subject to the following limitations: (Amended 02/16/2010)

The vending spaces shall be available from April 15 – November 15 of each year.

In order to utilize such spaces, vendor must be the highest qualified bidder for use of such vending space, agreeing to all terms and conditions of the bid.

The Parking Committee shall be responsible for preparing annually a bid document in coordination with other municipal departments, including the purchasing and legal departments.

There shall be a minimum bid price of \$5,000.00 or such minimum bid price as may be established in accord with Chapter 1, Article XVI relative to the adoption of fees by City Council budget resolution.

Section 6.1308: PROHIBITED LOCATIONS

Vending or Peddling is specifically prohibited at the following locations:

- A. On the sidewalk area in front of the North Church bounded by Pleasant Street, Church Street, Congress Street and the front façade of the Church. (Adopted 12/02/02)

Section 6.1309: HEALTH AND SANITATION REQUIREMENTS FOR FOOD AND BEVERAGE VENDING

A vendor of food and beverages shall comply with the inspection provisions and standards for restaurants contained in the Ordinances of the City of Portsmouth.

- A. The equipment used in vending food and beverages shall not be used until the vendor receives a certificate of inspection indicating compliance with this section.
- B. Each food and beverage vending business shall be inspected at least quarterly by the Health Officer.

Section 6.1310: ADVERTISING

A peddler shall not permit advertising on any stand or motor vehicle, except to identify the name of the product or the name of the vendor and the posting of prices.

Section 6.1311: MOTORIZED FOOD VENDORS IDENTIFICATION

All motorized food vendors operating in the City of Portsmouth are required to have lettering on both sides and rear of their vehicle(s), identifying the name of the business. The letters shall be at least four inches (4") in height and of such color and design as to be clearly visible at a distance of at least fifty (50) feet. The letters shall be of a material and affixed in a manner approved by the Licensing Officer.

Section 6.1312: RENEWAL

An application to renew a license shall be made not later than thirty (30) days before the expiration of the current license in accordance with Section 6.1304.

Section 6.1313: TEMPORARY SUSPENSION FOR STREET CLOSINGS

An official temporary encumbrance or closure of a street or sidewalk by the City for purposes of maintenance or reconstruction shall cause the suspension of all licenses to operate thereon.

Section 6.1314: STREET FAIRS

Any person or persons wishing to use or occupy a portion of any street or sidewalk for the purposes of conducting thereon street fairs or other community events, including but not limited to the sale of merchandise by commercial retailers, or by community associations conducting street fairs or other promotions must, pursuant to the provisions of RSA 31:100, obtain a license from City Council.

Section 6.1315: PUBLIC CELEBRATIONS

The Licensing Officer may, under conditions deemed appropriate by him, grant a temporary vendor's license to operate during public celebrations.

Section 6:1316: LICENSE FEES

The license required by this Article shall be issued upon approval by the Licensing Officer. Fee to be determined in accordance Chapter 1, Article XVI or similar wording. The fee is for one (1) year or any part thereof. (Amended 6/21/99) (Amended 3/18/2002).

Section 6:1317: LICENSE SUSPENSION OR REVOCATION AND HEARING

Upon written notice to the licensee, the license issued hereunder may be suspended for the remainder of its term, or any portion thereof, by the City Manager upon a finding that any of the terms and conditions of this Article have been knowingly violated by the licensee.

At the request of any licensee receiving notice of suspension or revocation pursuant to this section, the Chairperson of the Vendor's Committee shall arrange a hearing of the Vendor's Committee. Such hearing shall be scheduled during normal business hours of City Hall within seven (7) calendar days of the receipt by the Chairperson of the request for such hearing, Saturdays, Sundays and holidays excluded. The Chairperson of the Vendor's Committee shall conduct and preside over all hearings scheduled under this section. The hearings shall be informal and the rules of evidence shall not apply. At such hearings the licensee may present any defense of law or fact which is relevant to the issue of whether or not the license should be suspended or revoked. The decision of the Vendor's Committee shall be final, subject only to judicial review. No licensee whose license has been suspended or revoked shall be granted another license during the period of suspension or revocation. (Amended 12/02/02)

Section 6.1318: PENALTIES

Any person, firm, or corporation who violates any provision of this Article shall be subject upon conviction of a fine of up to Five Hundred (\$500.00) Dollars per violation.