

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, APRIL 16, 2018 TIME: 7:00PM

## AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
  
- V. ACCEPTANCE OF MINUTES – APRIL 2, 2018
  
- VI. PUBLIC COMMENT SESSION
  
- VII. PUBLIC HEARING AND VOTES ON ORDINANCES AND/OR RESOLUTIONS
  - A. PUBLIC HEARING ON RESOLUTION AUTHORIZING BORROWING OF UP TO ONE HUNDRED EIGHT THOUSAND DOLLARS (\$180,000.00) FOR THE ACQUISITION OF A FIRE BOAT
    - PRESENTATION
    - CITY COUNCIL QUESTIONS
    - PUBLIC HEARING SPEAKERS
    - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

*(Sample motion – move to adopt the Resolution, as presented)*
  
  - B. PUBLIC HEARING ON RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO FIVE MILLION DOLLARS (\$5,000,000.00) FOR COSTS RELATED TO ELEMENTARY SCHOOL FACILITY IMPROVEMENTS
    - PRESENTATION
    - CITY COUNCIL QUESTIONS
    - PUBLIC HEARING SPEAKERS
    - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

*(Sample motion – move to adopt the Resolution, as presented)*

### VOTES ON ORDINANCE AND/OR RESOLUTIONS

- C. Third and Final Reading of Ordinance Amending Chapter 1, Article IX, Section 1.9 Conflict of Interest/Election Candidate Financial Disclosure – Charter Amendment #1 *(Tabled from the April 2, 2018 City Council meeting)* ***(Sample motion – (1) move to remove from the table and (2) move to pass third and final reading of Ordinance, as presented)***

## VIII. APPROVAL OF GRANTS/DONATIONS

*(There are no items under this section of the agenda)*

## IX. CONSENT AGENDA

### ***(ANTICIPATED ACTION - MOVE TO ADOPT CONSENT AGENDA)***

- A. Letter from Mike Young and Matt Gladu, Babe Ruth Baseball, requesting permission to place up to 20 outfield signs on the outer perimeter fence facing inwards towards Leary Field ***(Anticipated action – move to refer to the City Manager with power)***
- B. Letter from Allan Scholtz, Portsmouth Professional Firefighters Local 1313, requesting permission to hold 2 boot drives one on Saturday, June 30<sup>th</sup> and second on Saturday, August 11<sup>th</sup> from 8:00 a.m. to 4:00 p.m. in Market Square ***(Anticipated action – move to refer to the City Manager with power)***
- C. Request for License to Install Projecting Sign from Brendan Carney, owner of Acupuncture North for property located at 406 Deer Street (400 The Hill) ***(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

#### **Planning Director's Stipulations:**

- ***The license shall be approved by the Legal Department as to content and form;***
  - ***Any removal or relocation of projecting sign, for any reason, shall be done at 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 from Anthony Thompson, owner of Fatface for property located at 62 Congress 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 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***

- E. Request for License to Install Projecting Sign from TD Ameritrade, owner of TD Ameritrade for property located at 226 State 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 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***

**X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Letter from Jim Splaine regarding Coakley Landfill and Coakley Landfill Group/N.H. Right-to-Know Law

**XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS**

**A. CITY MANAGER**

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

1. Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth School District and the Clerical Employees Portsmouth School District
2. Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commissioners and the Portsmouth Ranking Officers Association
3. Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association
4. Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commission and Portsmouth Police Patrolman's Union, NEPBA Local #11
5. Request for Approval of Lease Renewal Re: Connect Community Church
6. Proposed Policy Re: Fees for Encumbrances during Private Construction (eg. Sidewalks, Streets, Parking Spaces)

7. Annual Renewal of Boarding House Permits
  - a) 278 Cabot Street
  - b) 350-352 Hanover Street
8. Applications for Sidewalk Cafés providing Alcohol Service
9. Applications for Sidewalk Cafés providing Alcohol Service-private sidewalks
10. Access Easement for Lot 243-26 Off Woodworth Avenue and Swett Avenue
11. License Request Re: 75 Congress Street

**City Manager's Informational Items:**

1. Events Listing
2. Presentation Re: Foundry Garage
3. Presentation Re: Senior Transportation
4. Cost to Bury Overhead Utilities Along Islington Street Corridor
5. Public Hearing of FY19 Budget – May 2, 2018 at 6:30 p.m.
6. Report Back Re: City Ordinance - Taxi Enforcement

**B. MAYOR BLALOCK**

1. Resignation of Jennifer Zorn from the Economic Development Commission
2. Appointment to be Considered:
  - Appointment of Katelyn Kwoka to the Economic Development Commission
3. Appointments to be Voted:
  - Reappointment of Adrienne Harrison to the Conservation Commission
  - Appointment of Thaddeus Jankowski to the Conservation Commission as a Regular Member
  - Reappointment of Carl Diemer to the Recreation Board
  - Reappointment of Kathryn Lynch to the Recreation Board

**C. ASSISTANT MAYOR LAZENBY**

1. \*Report Back Re: EPA Meeting regarding Coakley Landfill

**D. COUNCILOR ROBERTS**

1. Policy Re: Public Use of City Hall

**E. COUNCILOR PEARSON**

1. \*Public Art at Foundry Place

**F. COUNCILOR DWYER**

1. Legislative Process Policy Proposals (NHMA Advocacy)
2. \*Informational Re: McIntyre Meeting on April 24, 2018 at 6:30 p.m. for Stage 3 Public Input

**G. COUNCILOR DENTON**

1. Volkswagen Settlement Update

**H. COUNCILOR PERKINS**

1. \*Referral to EDC – explore ways to streamline land use permitting, through case management or otherwise\*

**XII. MISCELLANEOUS/UNFINISHED BUSINESS**

**XIII. ADJOURNMENT**

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

*\*Indicates Verbal Report*

## CITY COUNCIL NON-PUBLIC SESSION

MUNICIPAL COMPLEX  
DATE: MONDAY, APRIL 2, 2018

PORTSMOUTH, NH  
TIME: 6:00PM

At 6:00 p.m. the City Council held a Non Public Session in Accordance with RSA 91-A:2, I (a) regarding Strategy or Negotiations with Respect to Collective Bargaining – Clerical Employees Portsmouth School District; Portsmouth Police Ranking Officers Association; Portsmouth Police Civilian Employee Association; and Portsmouth Police Patrolman's Union Local 11.

City Clerk Barnaby conducted a roll call vote for attendance: Mayor Blalock; Assistant Mayor Lazenby; Councilors Pearson, Dwyer and Denton.

Councilors Roberts (6:02 p.m.) Perkins Raynolds and Becksted were absent.

**Councilor Denton moved to enter into Non Public Session to discuss the Clerical Employees Portsmouth School District; Portsmouth Police Ranking Officers Association; Portsmouth Police Civilian Employee Association; and Portsmouth Police Patrolman's Union Local 11. Seconded by Councilor Pearson and voted.**

The City Council moved from the Eileen Dondero Foley Council Chambers into Conference Room A.

Staff Present during Non-Public Session: John P. Bohenko, City Manager; Tom Closson, Negotiator; Dianna Fogarty, Human Resource Director; Stephen Zadavec, Superintendent of Schools and Kelli L. Barnaby, City Clerk.

Also present: Police Commissioner Onosko

Negotiator Closson reviewed the request for a one year extension of the various contracts and indicated all four would receive a 2% increase. He stated these contracts are consistent with those that have been previously approved by the Council and that these are the final contracts that needed to be approved.

At 6:05 p.m. Mayor Blalock closed the Non-Public Session.

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## PUBLIC DIALOGUE

### Public Dialogue Session Table

There was one table used for Public Dialogue this evening due to the limited number of residents.

PRESENT: Mayor Blalock, Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Perkins, Reynolds and Becksted.

The members of the public were asked to introduce themselves and begin discussing their concerns and/or questions related to their individual topics.

Erik Anderson spoke to the letter from Tom Nies regarding the budget and the points he addressed. He said it provides a great deal of information. He said Mr. Nies used the CAFR to prepare the letter.

Councilor Dwyer spoke to paying for some items out of fund balance and said it is a useful thing to do. City Manager Bohenko said fund balance is something that is non-recurring and we want to keep the fund between 10%-17%.

Assistant Mayor Lazenby said he read the letter and wants to come back to it when it is budget time.

Tom Nies said if you look at what you approve in June, the next year's budget is always more. He said you approve additional items throughout the year.

City Manager Bohenko said departments do turn back money and spoke to collective bargaining agreements that we fund which changes the amount of the budget that was adopted.

Finance Director Belanger spoke regarding bond premiums and supplemental appropriations.

Esther Kennedy said she is concerned with the cost for a new fire boat. She said we just gave away a fire boat and asked about the certifications required to operate the boat. She asked why we were expending this money and why the need for a new fire boat. She also spoke about the number of employees in the City and said that the number has grown over the last 10 years. She said the numbers have increased but mostly in middle management positions.

Councilor Denton said that the Coast Guard does not put out boat fires. He said the fire boat has different capabilities than our past boat.

Mr. Anderson said there are other agencies that provide fire protection of the water, if needed.

Councilor Pearson said the reason to get another vessel was to get a smaller one and what the new vessel would be able to do for the City.

Harold Whitehouse spoke to the 400<sup>th</sup> Anniversary and the need to get started with a committee to plan the various events.

Councilor Dwyer reported that there is currently a 400<sup>th</sup> Anniversary Committee and they have been meeting for the last 6 months. She indicated that Susan Labrie will be making another presentation to the City Council in June with focus sessions during the summer regarding the anniversary and bringing new people aboard.

Mark Brighton asked if Councilor Dwyer wants to take back the newspaper quote regarding the Coakley Landfill.

Councilor Dwyer said that Hampton Select Board made that comment about Portsmouth and that we were standing in the way of getting to a solution for the landfill.

Mayor Blalock said the City will be hosting a Coakley Landfill meeting on June 7<sup>th</sup> at Community Campus which will allow everyone to hear the same information at the same time.

Mr. Brighton thanked Councilor Dwyer for answering his question.

Councilor Perkins said we are still learning science relative to the landfill.

Ms. Kennedy said she would like to talk about the former Pease Air Force Base and Jones Avenue landfills. She said some of the chemicals have seeped into the bedrock. She said there needs to be clarification what role the federal government would play in this.

Councilor Dwyer said each of the areas is its own site with its own set of issues.

Pat Bagley said she would like to have an update on the Foundry Garage. She said there has not been any meetings since December and now she hears we are moving the Parking Violation Department down to the new garage. Ms. Bagley asked if people will need to park in the garage to pay a parking violation now.

City Manager Bohenko stated that we would have a presentation of the Foundry Garage at the April 16, 2018 City Council meeting.

State Representative Cushing, Hampton, NH said there needs to be a larger dialogue on Coakley Landfill. He said the Coakley Landfill bill will be heard by the legislature tomorrow and he is surprised to hear that the City Council is opposing the bill. He said the bill is to protect drinking water and public health and it looks at the original record of decision of 2002 that had a pump and treat station to be built at the site. Representative Cushing also said the funds are no longer available or in the City budget. He said it is not in the CAFR Report under Coakley Landfill and if there is money that the City is obligated to pay you should be aware. He spoke to a letter from the DES regarding PFAS in Berry's Brook and the concerns of the Town of Hampton. He said for the City of Portsmouth not to respond to a pump and treat system is irresponsible.



Mayor Blalock said he will testify that we are not opposed to treating the water and he is following what the EPA directs us to do. He said Portsmouth is 53.6% of the Coakley Landfill and we are not arguing the science.

Representative Cushing said toxins are going outside the landfill now.

City Attorney Sullivan said that Mayor Blalock is speaking on the EPA and that Coakley Landfill is in compliance that there is no pump and treat system required. He said the decision whether to do that needs to be made upon science and everyone in the State should rely on the State Regulatory Service which is the DES and EPA. He stated the federal government gave \$5.2 million to building a pump and treat system but the money was provided to the City for a complete release from the site, it was contributed when there was no remedy selected and before the remedy was determine. He stated the \$5.2 million is to be spent for remediation of the project and the funds were spent on that. City Attorney Sullivan said if a pump and treat system is to be built because the EPA tells us to do it, it is a complex situation and much could happen between now and 2035.

City Manager Bohenko said the money was not pilfered, at some point in time we had to pay the bills and we did. He stated we would not bond the funds because it would cost more and he reported that we still have \$4 million if we need to build a pump and treat system.

Ms. Kennedy asked City Attorney Sullivan if we have the information currently from the Fish and Game on the perimeters for fishing at the brook. City Attorney Sullivan said we have not receive the information yet.

Merle White said taxi regulations need to be enforced by the Police Department. He said companies are out in the City operating without permits.

Mayor Blalock said we could have an answer back for the next City Council meeting on April 16, 2018.

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## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: TUESDAY, FEBRUARY 20, 2018

PORTSMOUTH, NH  
TIME: 7:00 PM

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

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

### **II. ROLL CALL**

PRESENT: Mayor Blalock, Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Reynolds and Becksted

### **III. INVOCATION**

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

### **IV. PLEDGE OF ALLEGIANCE**

Mayor Blalock led in the Pledge of Allegiance.

### **PROCLAMATION**

1. National Service Day

Mayor Blalock read the Proclamation declaring April 3, 2018 as National Service Day. He informed the Council that later in the spring we will have a reception for AmeriCorps, Senior Corp and Boards and Commissions.

### **V. ACCEPTANCE OF MINUTES – MARCH 19, 2018**

**Councilor Perkins moved to approve and accept the minutes of the March 19, 2018 City Council meeting. Seconded by Councilor Pearson and voted.**

### **VI. PUBLIC DIALOGUE SUMMARY**

Assistant Mayor Lazenby reviewed the number of speakers and their topics of discussion.

### **VII. PUBLIC HEARING AND VOTES ON ORDINANCES AND/OR RESOLUTIONS**

- A. PUBLIC HEARING ON RESOLUTION AUTHORIZING A BOND ISSUE AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS (\$7,200,000.00) FOR COSTS RELATED TO UPGRADES TO THE PEASE WASTEWATER TREATMENT FACILITY

- **PRESENTATION**

Mayor Blalock read the legal notice and declared the public hearing open.

City Engineer Desmarais provided a brief presentation on the wastewater treatment plant. He reported that the facility has 1.2 million gallons per day that go through the system. He spoke to the various upgrades made to the plant in 1997, 2002 and smaller upgrades have been done since 2017. He addressed the Headwork construction project along with equipment, materials and primary clarifiers. Engineer Desmarais spoke to recent City Council authorizations which were done as follows:

- FY14 Sewer Bond - \$3,500,000.00
  - FY15 Sewer Bond - \$1,000,000.00
  - FY17 Capital Outlay - \$600,000.00
  - FY18 Capital Outlay - \$800,000.00
- Total \$5,900,000.00

He also spoke to the sewer line needing replacement and disinfecting improvements will be made along with sludge handling improvements. He addressed the Headworks project and what is existing compared to what is being proposed. Engineer Desmarais reported that disinfection improvements will be made to remove chlorine with the installation of an ultraviolet light for the disinfection process.

#### • CITY COUNCIL QUESTIONS

Councilor Becksted asked if we are under any consent decree to make upgrades. City Engineer Desmarais responded no. Councilor Becksted asked about upgrades and if the PDA would be paying for any of the improvements to the plant. City Manager Bohenko said money is paid through the Municipal Services Agreement to maintain the plant. Councilor Becksted asked if any companies are asked at Pease to contribute to the plant. City Manager Bohenko responded that Lonza contributes 12.7% to our sewer revenues and 9.2% for our water revenue. City Engineer Desmarais stated that Lonza contributed \$550,000.00 to the sewer improvements and \$600,000.00 to the water improvements. Councilor Becksted said Lonza has paid for upgrades and Lonza is exempt from the school tax. City Manager Bohenko said that is because Lonza is part of the Airport District and they do not pay towards school tax. Councilor Becksted asked if we would still be making upgrades if Lonza left. City Engineer Desmarais said yes, it is an aging facility.

Mayor Blalock said we are doing upgrades because they are needed. He stated if Lonza left, our water and sewer rates would increase.

Councilor Becksted asked if funds for bonding would come from water and sewer only and not taxpayer funds. City Manager Bohenko explained it is a Special Revenue Fund.

Councilor Raynolds asked City Engineer Desmarais regarding the use of ultraviolet light for disinfecting. City Engineer Desmarais said the City will avoid chlorine and ammonia with the use of ultraviolet lights which has a better disinfecting result.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock called for speakers to come forward and address the City Council at this time.

Esther Kennedy said Lonza is expanding and maybe it is time to consider Pease as its own entity. She stated Pease should be paying the rate if there needs to be upgrades. Ms. Kennedy said this way the rest of the resident would not have to pay for the upgrades. She said we still don't know what our permit will be and she commended the City for getting rid of the ammonia and chlorine.

Pat Bagley said Lonza is the biggest user of water in the City. City Manager Bohenko said that is correct.

Paige Trace said she is very happy to hear that we are using ultraviolet lighting. She spoke to vats full of waste coming from Lonza and that it is carcinogen. She said the new Headworks building would require blasting and we are looking towards expansion and building but what happens if Lonza expands again or our permit limits change. She said we need to know where to build the expansion because there is not much land and would we look for a new place for the baseball field.

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

City Manager Bohenko asked City Engineer Desmarais to speak to the hookup fee. City Engineer Desmarais said it was an extraction cost from Lonza.

City Engineer Desmarais said we did an ultraviolet light study in 2006 and it was not cost effective at that time.

City Manager Bohenko asked City Engineer Desmarais to speak to the Headworks and further expansions. City Engineer Desmarais said we have added in an increase inflow. He said we do not have a request for an expansion numbers from Lonza. He stated if someone has a need to do an increase in capacity we could build another facility next to the current building.

Councilor Becksted moved to postpone the Resolution and have the City Council have the document to read. No second to the motion was received.

City Attorney Sullivan said you would need to read the Municipal Services Agreements all as one document.

Councilor Raynolds said he is pleased we are making the upgrade to ultraviolet lighting at Pease and asked why we are staying with chemicals at Peirce Island.

City Manager said we will provide an analysis to the City Council.

Councilor Becksted said if there is more information on the treatment facility he would like to have it provided to him. He stated the cost increased from \$10.8 million to \$13 million. City Engineer Desmarais said he did not include the capital outlay costs to the original figures.

Councilor Roberts would like a Municipal Service Agreement all in one spot available for the public to review. City Manager said that all the documents are online.

**Councilor Dwyer moved to adopt the Resolution, as presented. Seconded by Councilor Pearson.**

Councilor Becksted said he would not support the Resolution and the rates keep going up and he is concerned for the taxpayers.

**On a roll call vote 8-1, motion passed. Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Perkins, Raynolds and Mayor Blalock voted in favor. Councilor Becksted voted opposed.**

## **VOTES ON ORDINANCES AND/OR RESOLUTIONS**

- B. Third and Final Reading of Ordinance Amendment Chapter 1, Article IX, Section 1.9 Conflict of Interest/Election Candidate Financial Disclosure – Charter Amendment #1

**Councilor Raynolds moved to remove the Ordinance from the table. Seconded by Councilor Dwyer and voted.**

Councilor Denton said he would like to postpone third reading. He said that we have time to get this right. He indicated that Councilor Roberts worked on another version but it is not ready to be voted on. He said this could be brought forward at the next meeting.

Councilor Roberts said there were more last minute changes today and we should postpone it.

Councilor Dwyer said it is clarification not changes.

City Attorney Sullivan said this Ordinance is currently at third reading. He stated the document just provided is not red lined to the document you have in front of you. He suggested that we postpone and he would produce a new red line with changes.

Councilor Becksted said he agrees with Councilors Roberts and Denton.

Councilor Dwyer said she would like to see a draft that comes to the City Council before it comes back to the City Council at the meeting. She said we can't keep this going on forever.

Councilor Roberts said many suggestions came at the last minute and there was not time to clean-up the ordinance.

City Attorney Sullivan said he would distribute what is before you this Friday with the red line version and create one final red line for the next City Council meeting.

Mayor Blalock said a suspension of the rules would be needed to make amendments.

Assistant Mayor Lazenby asked if we could have the red line version on laptops.

City Manager Bohenko said it would need to be amended again and it would still need to come back.

**Motion passed.**

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

- A. Acceptance of NH the Beautiful Grant - \$4,000.00

**Councilor Perkins moved to accept and approve the grant from the New Hampshire the Beautiful, as presented. Seconded by Assistant Mayor Lazenby and voted.**

#### **X. CONSENT AGENDA**

- A. Letter from Jay Diener, Seacoast Half Marathon, requesting permission to hold the 13<sup>th</sup> annual Seacoast Half Marathon on Sunday, November 11, 2018 (***Anticipated action – move to refer to the City Manager with power***)
- B. Letter from Donna Hepp, Granite State Wheelmen Bicycle Club, requesting permission to hold the 45<sup>th</sup> annual Seacoast Century Weekend on Saturday, September 22, 2018 and Sunday, September 23, 2018 (***Anticipated action – move to refer to the City Manager with power***)

**Councilor Perkins moved to adopt the Consent Agenda. Seconded by Assistant Mayor Lazenby and voted.**

#### **X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

A. Email Correspondence

**Councilor Dwyer moved to accept and place on file. Seconded by Councilor Perkins.**

Councilor Becksted requested that his emails be sent to him on Monday.

Councilor Dwyer said if Councilor Becksted is having trouble retrieving his messages he might want to check his spam folder.

**Motion passed.**

B. Letter from Thomas Nies regarding the FY 2019 Budget

**Assistant Mayor Lazenby moved to accept and place on file. Seconded by Councilor Roberts and voted.**

**XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS**

**A. CITY MANAGER**

1. Request for a Public Hearing Re: Proposed Resolution Authorizing Borrowing of up to One Hundred Eighty Thousand Dollars (\$180,000.00) for the Acquisition of a Fire Boat

City Manager Bohenko requested Fire Chief Achilles to come forward to speak to the request for a new fire boat.

Fire Chief Achilles said this was addressed in FY17 to be replaced in FY18. He said the previous City Council moved it forward in the calendar and we are at a point where we are ready to put it out to bid.

Mayor Blalock said many comments were made as to why we need a fire boat.

Chief Achilles said we are required in our authority and jurisdiction to provide water service if necessary. He stated up to a couple years ago the vessel was not appropriate. He said they worked with Portsmouth Navy Shipyard Fire Station and they would only be deployed in an emergency on the water. He said we have authority to respond to the Bow Street area.

Councilor Pearson asked what the size of the new boat would be. Chief Achilles said 26ft. Councilor Pearson asked how many people are needed to operate the boat. Chief Achilles said 3 people and would provide more access to water access and rescues. Councilor Dwyer said it would be good to hear at the presentation about training, stipends and certification.

Councilor Roberts said it would be helpful to know the number of responses in the last several years and the type of assistance provided.

Councilor Denton asked if a Home Land Security Grant would be available. Chief Achilles said no because we have used those funds in the past.

Councilor Becksted asked if New Castle still has our former boat and if they would provide help. Chief Achilles said that there was a large costs to maintain the former boat and New Castle does not have jurisdictional authority or requirements to assist us.

Councilor Raynolds spoke to the large facilities between here and Newington and said there needs to be a substantial response to the river.

City Manager Bohenko said we have a bond Resolution to move to Public Hearing for the next meeting.

**Councilor Denton moved to establish a public hearing for a Borrowing Resolution for the April 16, 2018 City Council meeting, as presented. Seconded by Councilor Perkins and voted.**

2. Request to Establish a Public Hearing Re: Proposed Bonding of up to Five Million (\$5,000,000) Dollars for Phase II of the Facility Improvements at Dondero School

City Manager Bohenko said that this is for the improvements to Dondero School. He said this allows the School Department to enter into contracts before the school year ends and allows work to begin as soon as the school year ends.

**Councilor Becksted moved to establish a public hearing on Monday, April 16, 2018 for bonding of up to Five Million (\$5,000,000.00) Dollars for Phase II of the Dondero School Improvements. Seconded by Councilor Dwyer.**

Councilor Becksted asked if this is a bond we are paying. City Manager Bohenko said it is from the General Fund.

Councilor Becksted asked is it possible to get a price of what a filtered water station would be to install in the schools. Mayor Blalock said it would be a request of the School Department. City Manager Bohenko said Superintendent Zadavec could speak on this at the next meeting.

**Motion passed.**



City Manager's Informational Items

2. *Presentation Re: Update City Hall Façade Improvements*

Public Works Director Rice said the north portion of the complex was built in 1962 and the brick façade is pulling away from the building. He said we are going to be doing a new look to City Hall. He reported all existing brick will be removed and replaced with a glass curtain wall and new windows that will open as a canopy. He stated the construction would create a new entrance to the Police Department and the project will be done over a 9 month period. Director Rice said the work will start on the west wall windows will be blocked out and windows sealed off. He stated all windows will be replaced and improvements to efficiency. He said we are still working out details for the Farmers' Market parking.

Councilor Becksted asked if the building will be wrapped with plastic. Director Rice explained the process to be used. He said we have an environmental monitoring system for the project.

3. *Presentation Information Re: Great Bay Coalition Update*

Deputy City Attorney Woodland said when talking about the Great Bay she would like people to consider their own health and begin thinking of beginning to investigate the symptoms, we are looking for the right diagnosis or treatment in what ails the Bay. She said it is a large and diverse water body with 7 wastewater treatment facilities that empty into the Bay. She said a number of facilities flow into that water body. She stated we are trying to figure out the challenges with the system. She reported in 2006 was the Mother's Day flood which was a major rain event which had a significant decline in eelgrass. She spoke to a Technical Advisory Committee being established that was made up of researchers from UNH and some employees from different municipalities. She stated in 2008 they did not find a link in eelgrass and nitrogen. Deputy City Attorney Woodland explained that the staff was engaged and wanted to find out what happened and what the science was, but we found a road block when we were looking for a seat at the table. She said we do not feel the science demonstrated the linkage to nitrogen for the eelgrass. She stated that the Great Bay Coalition was formed in 2010 which consisted of 6 communities. She spoke to decisions being made and one was to put money into sampling and analyzing and putting together information that needed to be looked at. She said we looked at design changes and nitrogen reductions. Deputy City Attorney Woodland spoke to the permits for Exeter and Newmarket that were issued in 2014 and we begin to see a change and the State of NH came to the table with us. She indicated that scientists were hired to look at the premise of the 2009 document that was written. She indicated the theory that if you have excess nitrogen in the system it is a factor of eelgrass decline, was not supported by data. She discussed the Peer Review Report.

City Engineer Desmarais spoke to the document submitted and provided data that the GBMC pulled together. He said it spoke to eelgrass changes, nitrogen concentrations and system responses. He spoke to changes in eelgrass growth and said water events had impact on the eelgrass. He said we received 7-15 inches of rain during the 2006 Mother's Day storm and since the storm there has been restoration in those areas. He addressed the spring runoff and color in the water column some of the soil conditions could have changed and the reasons why the eelgrass has not returned to the area. He said total nitrogen levels are trending low and algae growth trend in unchanged and nitrogen levels have changed significantly. He said eelgrass cover remains constant and we continue with the measured approach.

Councilor Becksted asked about the discharge levels and what they will be when we are done. He asked what the PPM for Dover and Rochester are. City Engineer Desmarais said Dover and Rochester are shooting for 8 but during the summer are achieving 5 to 6 mpl. He said we will be in the same range and in August you would have a lower number than June. Councilor Becksted asked what we have funded in the Great Bay Management Coalition (GBMC).

Mayor Blalock said we are promoting the science and why we are trying to reduce nitrogen.

City Engineer Desmarais said the State regulations are unfunded and are only to use limited data and their science did not work.

Councilor Pearson said you did not mention there should be some soil testing. City Engineer Desmarais said the question is how to get the funding in place to fund it. Councilor Pearson asked if there is some correlation with water temperature. Engineer Desmarais said that needs to be looked at and depends on the funding.

Councilor Dwyer asked if we are looking at other trends and research on those lines. City Engineer Desmarais said we want to do research on those lines.

Councilor Reynolds asked about the research over the last 10 years and if there been an analysis of the impact of road salt and fertilizers. City Engineer Desmarais said the background shows 70% from nitrogen is a non-point source.

At 9:18 p.m., Mayor Blalock called a brief recess. At 9:25 p.m., Mayor Blalock called the meeting back to order.

**B. MAYOR BLALOCK**

1. Report from Coakley Working Group Re: Coakley Community Meeting
  - Assistant Mayor Lazenby, Councilor Dwyer and Councilor Perkins

Mayor Blalock said the Coakley Working Group meeting will be held on June 7<sup>th</sup>. He said there is a press release and goals for the meeting. He said we will provide a platform for the DES, EPA and Coakley Landfill Group and learn of next steps. He indicated that the meeting will be held at Community Campus. He further stated that the Town of Newington has been invited to the meeting. Mayor Blalock stated we are working on a financial review and records would be available to look at prior to the event. He said we need to do more work on a moderator for the program.

Councilor Becksted said the press release does not have our State Representatives listed and they should be added.

Assistant Mayor Lazenby said we want to share information with communities.

Councilor Perkins said she is looking forward to the meeting because there is a great deal of information swirling around and we will learn about the science and have questions asked and answered.

City Attorney Sullivan said the matter of conflict of interest was raised last fall by town officials in Hampton. He said he addressed the conflict of interest question and does not feel one exists. He did indicate that he would have Deputy City Attorney Woodland be the City's Legal Representation at the June 7<sup>th</sup> meeting while he serves on the Executive Committee.

Councilor Dwyer said the misunderstanding for the Coakley Landfill group is a joint venture. She said it is really like a unique entity and hard to understand. She said she does not understand why we would ever want to change our leadership role on the Coakley Landfill Group.

Councilor Reynolds said he agrees with Councilor Dwyer's comments. He said it is appropriate that the City of Portsmouth be a representative on the Executive Committee.

2. Appointments to be Considered:
  - Reappointment of Adrienne Harrison to the Conservation Commission
  - Appointment of Thaddeus Jankowski to the Conservation Commission as a Regular Member
  - Reappointment of Carl Diemer to the Recreation Board
  - Reappointment of Kathryn Lynch to the Recreation Board

The City Council considered the appointments which will be acted upon at the April 16, 2018 City Council meeting.

3. Reappointment of Peter Loughlin to the Pease Development Authority for a 3 year term

**Councilor Becksted moved to reappoint Peter Loughlin to the Pease Development Authority until March 31, 2021. Seconded by Councilor Dwyer and voted.**

**C. COUNCILOR DWYER**

1. McIntyre Update

Councilor Dwyer provided an update on the McIntyre. She advised the City Council that the redevelopment plan would be coming to the City Council at the first meeting in May. She said the next stage is design and mapping which would be the last part of April.

**D. COUNCILOR DENTON**

1. Municipalities with Renewable Energy Exemptions

**Councilor Denton moved to bring for consideration the expansion of the November 21, 2011, Solar Energy System Tax Exemption resolution, to include both Wind-powered Energy Systems and Wood heating Energy Systems under RSA 72:61-72 and eliminate both the current five year term and \$25,000.00 cap. Any Public Hearing and vote to adopt the expanded resolution should be held after relevant information is gathered from the April 15, 2018, Solar Energy System Tax Exemption filing deadline. Seconded by Councilor Perkins.**

Councilor Denton said the upcoming deadline to file is April 15<sup>th</sup> for up to \$25,000.00 for a 5 year exemption. He said this motion starts the process from the renewable energy committee. He would like to have a public hearing on it and the information gathered from the April 15, 2018 exemption filing deadline.

City Manager Bohenko said he does not see an issue with gathering the information and there may be something we don't want to keep on for years because some things depreciate out.

Councilor Dwyer said the motion is to consider the expansion.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

**Mayor Blalock moved to table for a report back from the City Manager. Seconded by Councilor Pearson and voted.**

Assistant Mayor Blalock returned the gavel to Mayor Blalock.

## **XII. MISCELLANEOUS/UNFINISHED BUSINESS**

- A. Legislative Subcommittee Report  
Mayor Blalock, Assistant Mayor Lazenby, Councilor Dwyer and Councilor Denton
- Approval of Principles on Science and Technology

**Councilor Dwyer moved to approve the Principles on Science and Technology. Seconded by Councilor Perkins.**

Councilor Dwyer said the committee worked hard to navigate the principles in front of you.

Councilor Perkins said that this is not an easy thing to do and we might want to include balancing the expenditures for Portsmouth taxpayers.

Assistant Mayor Lazenby said that this does not just apply to science and technology.

Councilor Denton said he supports these when it comes to legislation. He asked when speakers speak to things would there be a way that they provide their credentials during the public comment sessions and public dialogue sessions.

Councilor Dwyer said that the point by Councilor Perkins is larger than the economic trade off.

## **XIII. ADJOURNMENT**

At 10:00 p.m., Mayor Blalock adjourn. Seconded by Assistant Mayor Lazenby and voted.



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

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, April 16, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH, on a Resolution Authorizing a Bond Issue and/or Notes of up to Five Million Dollars (\$5,000,000.00) for costs related to Elementary School Facility Improvements. 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**

DM00285102

**CITY OF PORTSMOUTH  
TWO THOUSAND EIGHTEEN  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # – 2018**

**A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO FIVE MILLION DOLLARS (\$5,000,000) FOR COSTS RELATED TO ELEMENTARY SCHOOL FACILITY IMPROVEMENTS.**

**RESOLVED:**

**THAT**, the sum of up to **Five Million Dollars (\$5,000,000)** is appropriated for Elementary School Facility Improvements;

**THAT**, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Five Million Dollars (\$5,000,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

**THAT**, the expected useful life of the projects is determined to be at least twenty (20) years, and;

**THAT**, this Resolution shall take effect upon its passage.

**APPROVED:**

---

**JACK BLALOCK, MAYOR**

**ADOPTED BY CITY COUNCIL**

---

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

## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, April 16, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH, on a Resolution Authorizing Borrowing of up to One Hundred Eighty Thousand Dollars (\$180,000.00) for the Acquisition of a Fire Boat. 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**

### LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, April 16, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH, on a Resolution Authorizing Borrowing of up to One Hundred Eighty Thousand Dollars (\$180,000.00) for the Acquisition of a Fire Boat. 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**

PM08520187



**CITY OF PORTSMOUTH  
TWO THOUSAND EIGHTEEN  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # – 2018**

**A RESOLUTION AUTHORIZING THE BORROWING OF UP TO ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) THROUGH THE ISSUE OF BONDS, NOTES OR THE EXECUTION OF LEASE PURCHASE AGREEMENTS FOR THE ACQUISITION OF ONE FIRE BOAT.**

**BE IT RESOLVED:**

**THAT**, the sum of **One Hundred Eighty Thousand Dollars (\$180,000)** is appropriated for the acquisition of one Fire Boat;

**THAT**, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **One Hundred Eighty Thousand Dollars (\$180,000)** through the issuance of bonds, notes and / or the execution of lease purchase agreements of the City under the Municipal Finance Act.

**THAT**, the expected useful life of the project is determined to be at least ten (10) years, and;

**THAT**, this Resolution shall take effect upon its passage.

**APPROVED:**

---

**JACK BLALOCK, MAYOR**

**ADOPTED BY CITY COUNCIL**

---

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

1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

ORDINANCE AT  
THIRD READING

3  
4 That Chapter 1, Article IX, Section 1.9 - CONFLICT OF INTEREST of the  
5 ADMINISTRATIVE CODE of the Ordinances of the City of Portsmouth be amended to  
6 read as follows:  
7

8 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE  
9

10  
11 Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE  
12

- 13 A. Required Disclosures: Each candidate for City Council, School Board, Police or  
14 Fire Commissions, and every Political Action Committee shall report  
15 contributions and expenditures prior to Election Day, including the candidate's  
16 total monetary expenditures of a cumulative total of \$100.00 or more for that  
17 election and the total monetary expenditures for each candidate, slate of  
18 candidates, or Charter Amendments by the Political Action Committee. The  
19 report of monetary contributions to the candidate or to a Political Action  
20 Committee shall identify each contributor by name, address, amount and date of  
21 contribution.  
22
- 23 1) Political Action Committee: The term "Political Action Committee"  
24 (PAC) is any political committee raising and spending money to  
25 elect or defeat candidates for City Council, School Board, Police  
26 and Fire Commissions or pass or defeat Charter Amendments,  
27 Ballot Questions or Referenda.  
28
- 29 B. The report must be filed, or updated as appropriate, with the Office of the City  
30 Clerk seven (7) days prior to any election at which that person is a candidate for  
31 any of the foregoing offices. Any contributions which would otherwise require  
32 reporting under this ordinance received within the seven days prior to the election  
33 must be submitted in a final report to the Office of the City Clerk no later than two  
34 weeks following the election.  
35
- 36 C. Violations: For violation and enforcement purposes, complaints alleging violation  
37 of the mandatory disclosure ordinance shall be administered in accordance with  
38 the process and penalties available under the Municipal Code of Ethics,  
39 Reference Chapter 1, Article VIII.  
40
- 41 D. The City Clerk shall prepare forms which shall be utilized by all persons and  
42 Political Action Committees subject to these disclosures.  
43
- 44 E. Public Records: All election candidate financial disclosures shall be public  
45 records.  
46

47 (Adopted Section 1.902 In Its Entirety 6/4/2007; amended 07/10/2017)

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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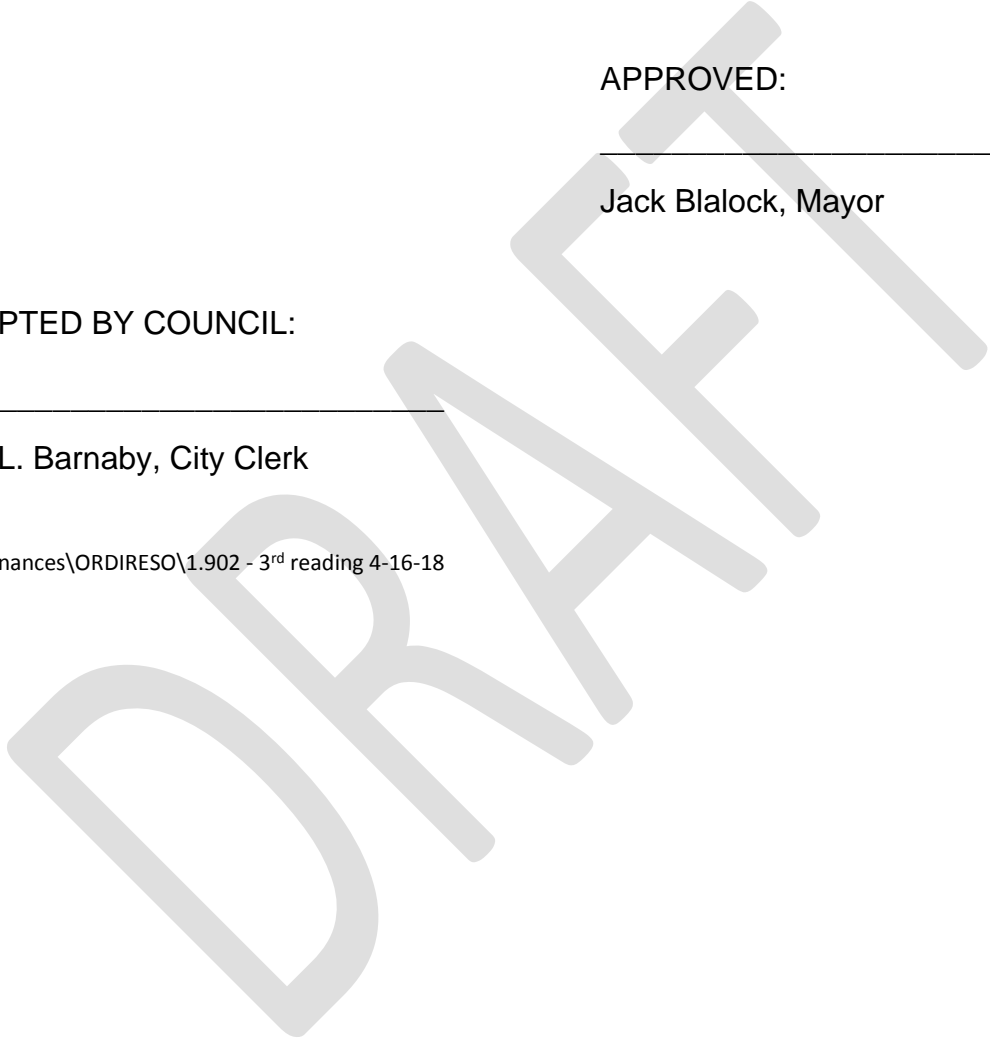
Jack Blalock, Mayor

ADOPTED BY COUNCIL:

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Kelli L. Barnaby, City Clerk

H:\ordinances\ORDIRESO\1.902 - 3<sup>rd</sup> reading 4-16-18



1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

3  
4 That Chapter 1, Article IX, Section 1.9 -  
5 CONFLICT OF INTEREST of the ADMINISTRATIVE  
6 CODE of the Ordinances of the City of Portsmouth be  
7 amended to read as follows:  
8

Amendment for Third Reading Proposed  
by Councilors Denton & Roberts  
(Suggested motion after suspension of  
rules) **MOVED:** To substitute the body  
of the ordinance with the amendment  
proposed by Councilors Denton &  
Roberts

9 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE

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11  
12 Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE

13  
14 A. Required Disclosures: Each candidate for City Council, School Board, Police or  
15 Fire Commissions, and every Political Action Committee shall report  
16 contributions and election related expenditures.  
17

18 1) Political Action Committee: The term "Political Action Committee"  
19 (PAC) is any political committee raising and spending money to  
20 elect or defeat candidates for City Council, School Board, Police  
21 and Fire Commissions or pass or defeat Charter Amendments,  
22 Ballot Questions or Referenda.  
23

24 B. The report of expenditures shall specify the cumulative total, need not be  
25 itemized, and shall be required only if the candidate's or Political Action  
26 Committee's expenditures since the last municipal election equal or exceed a  
27 cumulative total of \$100.00.  
28

29 C. The report of monetary contributions to the candidate or Political Action  
30 Committee shall identify each contributor of \$100 or more since the last  
31 municipal election by name, address, amount and date of contribution(s).  
32

33 D. The reports must be filed, or updated as appropriate, with the Office of the City  
34 Clerk seven (7) days prior to any election at which the candidate, slate of  
35 candidates or Charter Amendment, Ballot Question or Referendum appears.  
36

37 E. Any contribution received within the seven (7) days prior to the election must be  
38 submitted in a final report to the Office of the City Clerk no later than two (2)  
39 weeks following the election.  
40

41 F. Violations: For violation and enforcement purposes, complaints alleging violation  
42 of the mandatory disclosure ordinance shall be administered in accordance with  
43 the process and penalties available under the Municipal Code of Ethics,  
44 Reference Chapter 1, Article VIII.  
45

46 G. The City Clerk shall prepare forms which shall be utilized by all persons and  
47 Political Action Committees subject to these disclosures.

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H. Public Records: All election candidate financial disclosures shall be public records.

(Adopted Section 1.902 In Its Entirety 6/4/2007; amended 07/10/2017)

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

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

This ordinance shall take effect upon its passage.

APPROVED:

\_\_\_\_\_  
Jack Blalock, Mayor

ADOPTED BY COUNCIL:

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

H:\ordinances\ORDIRESO\1.902 - Amd (Councilor Denton ) 4-16-18

Portsmouth, New Hampshire

# Babe Ruth Baseball

John Bohenko  
City Manager, City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801



March 30, 2018

Dear Mr. Bohenko,

On behalf of Portsmouth Babe Ruth and the Frank E. Booma Post Junior and Senior Legion baseball teams, we wanted to thank you, the City Council, Rus Wilson, and members of the Recreation Department for your continued support allowing us to utilize Leary Field for our programs.

By allowing us to call Leary Field our home, we have been able to provide an annual baseball program for approximately 200 players aged 13-18 from the greater Portsmouth area.

This letter serves to ask your permission to place up to 20 (twenty) outfield signs, approximately 4' x 6' (dark green with white lettering) on the outer perimeter fencing facing inwards towards Leary Field.

Being able to sell this advertising, allows us to keep our costs down, scholarship players that can't afford our annual registration fee, and to continue to make annual improvements to Leary Field in coordination with Rus Wilson and his staff.

These banners would be displayed beginning on or around May 14<sup>h</sup>, 2018 and will be removed by August 30<sup>h</sup>, 2018.

Thank you for your consideration.

Regards,

Mike Young  
President  
Portsmouth Babe Ruth Baseball  
162 Orchard Street  
Portsmouth NH, 03801

Matt Gladu  
Head Coach  
Portsmouth Junior Legion  
2 Grove Street  
Greenland, NH 03840



## PORTSMOUTH PROFESSIONAL FIRE FIGHTERS

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1313

P.O. BOX 207 • PORTSMOUTH, NH 03802-0207

TEL: 603-427-1515

portcityfire.com



April 3, 2018

Mayor Jack Blalock and City Council  
Portsmouth City Hall  
1 Junkins Ave.  
Portsmouth, NH 03801

Honorable Mayor Blalock and members of the City Council:

The International Association of Firefighters (IAFF) is the largest contributor to the Muscular Dystrophy Association (MDA) nationwide. The Portsmouth Professional Firefighters Local 1313 membership are proud members of the IAFF and have annually supported the MDA with their fundraising efforts for many years. Last year the members of Local 1313 raised over \$10,000 through our Fill-the-Boot campaign.

The Fill-the-Boot Drive is a voluntary "toll booth", which has been traditionally located at Market Square. During the event, firefighters collect donations for the MDA from passing motorists and pedestrians. Our Fill-the-Boot campaign has been so successful in the past because of the support of the City Council.

Once again, we are asking for the City Council to support our efforts in assisting the MDA. We respectfully request permission to hold two boot drives this year, the first on Saturday, June 30<sup>th</sup>, and the second on Saturday, August 11<sup>th</sup>. We would collect donations between the hours of 8am to 4 pm. We would like to continue to utilize the Market Square location as it has been very successful for us in the past.

The Portsmouth Professional Firefighters began its fundraising efforts for MDA over 15 years ago. Each year the money collected has benefited afflicted children from Portsmouth, the surrounding seacoast, and across the State of New Hampshire. This year our goal is to raise \$12,000 for this worthy cause, and with the City Council's support we believe we can achieve this.

The Portsmouth Professional Firefighters look forward to working with you on this and would like to thank you for your continued support in our efforts to help the MDA. If there are any questions or concerns, please feel free to contact Firefighter Ezekiel Tappin at 603-315-9187.

Sincerely,



Allan Scholtz, Secretary  
Portsmouth Professional Firefighters Local 1313

---

# M E M O R A N D U M

---

**TO:** John Bohenko, City Manager

**FROM:** Juliet T. H. Walker, Planning Director *JTW*

**DATE:** April 10, 2018

**RE:** City Council Referral – Projecting Sign  
Address: 406 Deer Street (400The Hill)  
Business Name: Acupuncture North  
Business Owner: Brendan Carney

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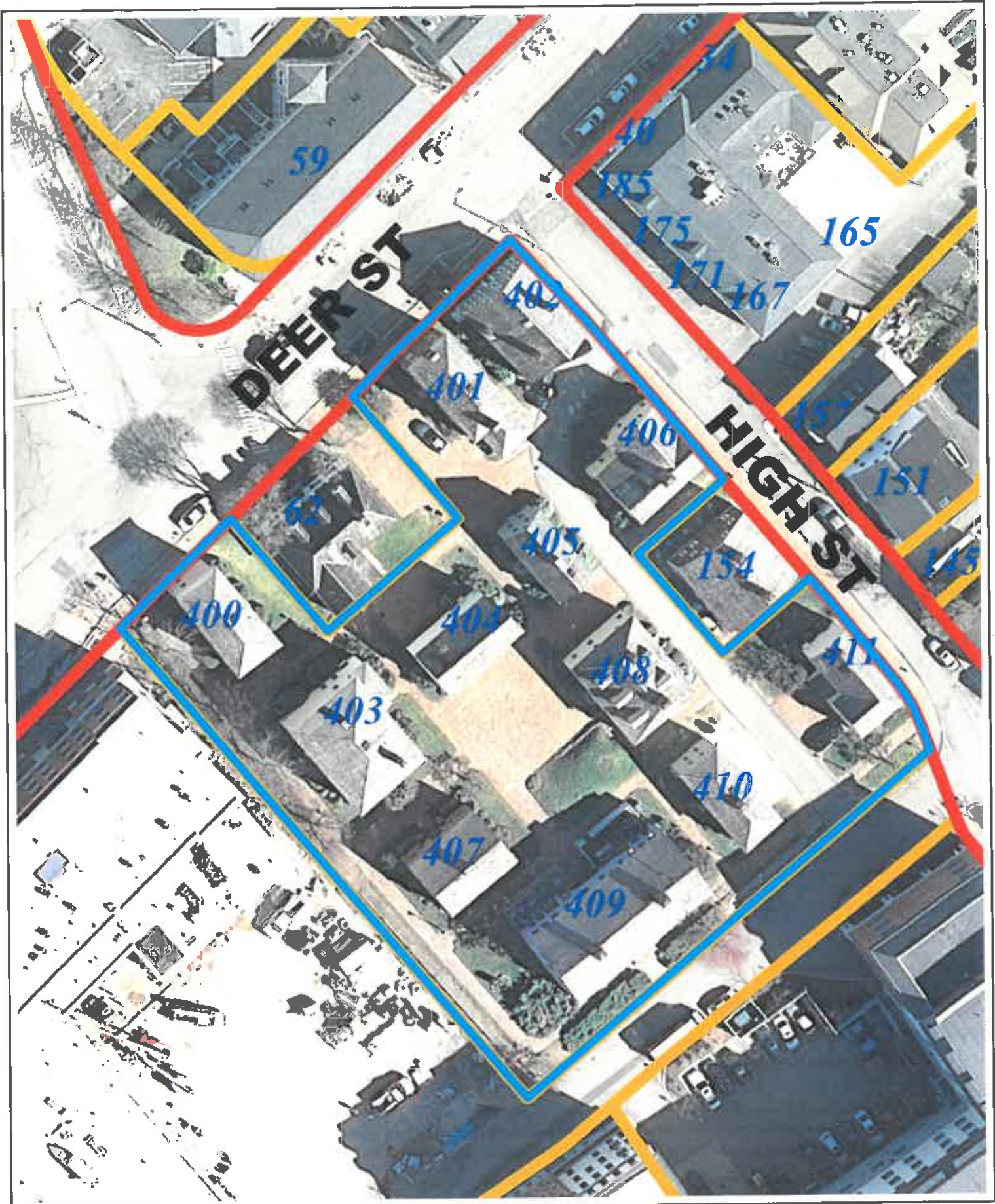
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 36" x 24"  
Sign area: 6 sq. ft.

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

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





**Request for license  
406 Deer Street (400 The Hill)**

Map produced by Planning Department 4-11-18



**REVISION:**  
 All orders under \$250 include 1 revision only.  
 All orders over \$250 include 3 revisions only.  
 Additional revisions will be charged at \$25 per revision.

**PLEASE NOTE:**  
 Designs are NOT actual size and color may vary depending on printer and/or monitor.

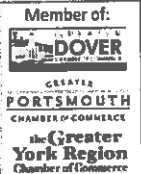
10/03/17

RETURN SIGNED TO: [service@portsmouthsign.com](mailto:service@portsmouthsign.com)

I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.

SIGNATURE: \_\_\_\_\_

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



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Shop Use Only

Qty:  SS  DS

Materials:

Background Color:

Vinyl Color:  
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# M E M O R A N D U M

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**TO:** John Bohenko, City Manager

**FROM:** Juliet T. H. Walker, Planning Director *JTW*

**DATE:** March 29, 2018

**RE:** City Council Referral – Projecting Sign  
Address: 62 Congress Street  
Business Name: Fatface  
Business Owner: Anthony Thompson

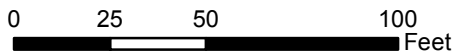
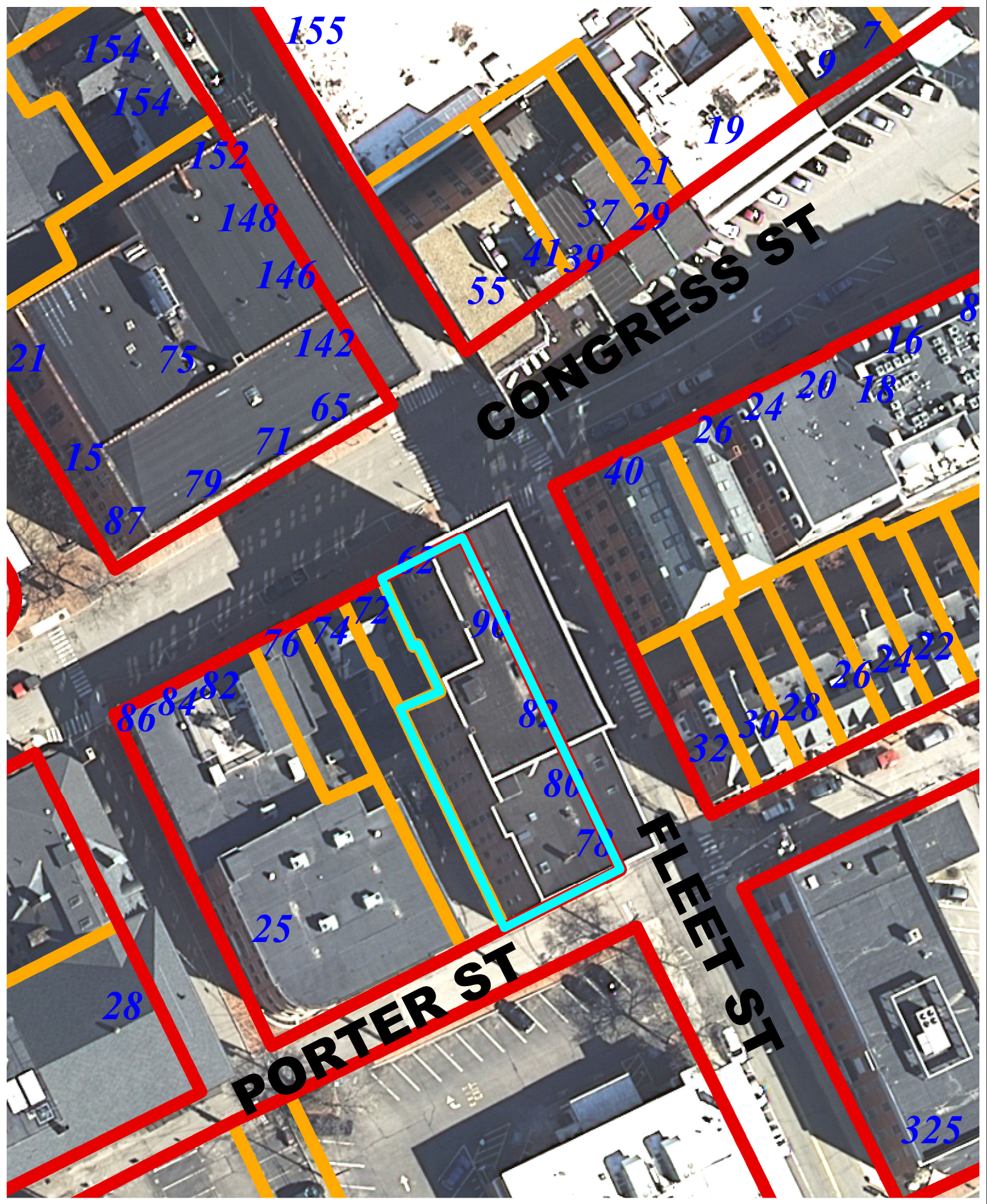
---

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

Sign dimensions: 38" x 35.5"  
Sign area: sq. ft. 9.3

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

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



Map produced by Planning Department 3-29-18

**Request for license  
62 Congress Street**

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Version 01  
03-19-18

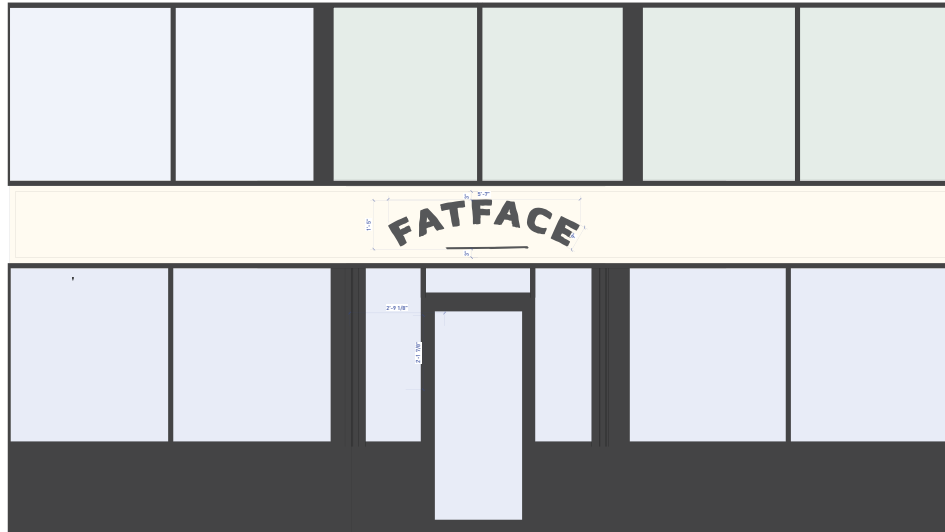
**Fatface**  
Portsmouth

**Sign Name**

**Quantity:** 2 Single-Sided  
**Size:** 67"W x 17.5"H  
**Material:** 1/2" Acrylic  
**Graphics:** painted to match  
**Lamination:** none  
**Finishing:** stud mounted  
**Installation:** 2 locations as shown



location of vinyl - not to scale



170 Liberty Street  
Brockton, MA 02301  
508-580-0094

**SALES REPRESENTATIVE**  
Chrissy Ripley

**PROJECT MANAGER**  
Sheila Walsh

**ACCOUNT COORDINATOR**  
Lindsey Collyer

**DESIGNER**  
DL

**SCALE** 50%

**SHEET**  
**01** of 06

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111991

Version 01  
03-19-18

**Fatface**  
Portsmouth



170 Liberty Street  
Brockton, MA 02301  
508-580-0094

SALES REPRESENTATIVE  
Chrissy Ripley

PROJECT MANAGER  
Sheila Walsh

ACCOUNT COORDINATOR  
Lindsey Collyer

DESIGNER  
DL

SCALE 50%

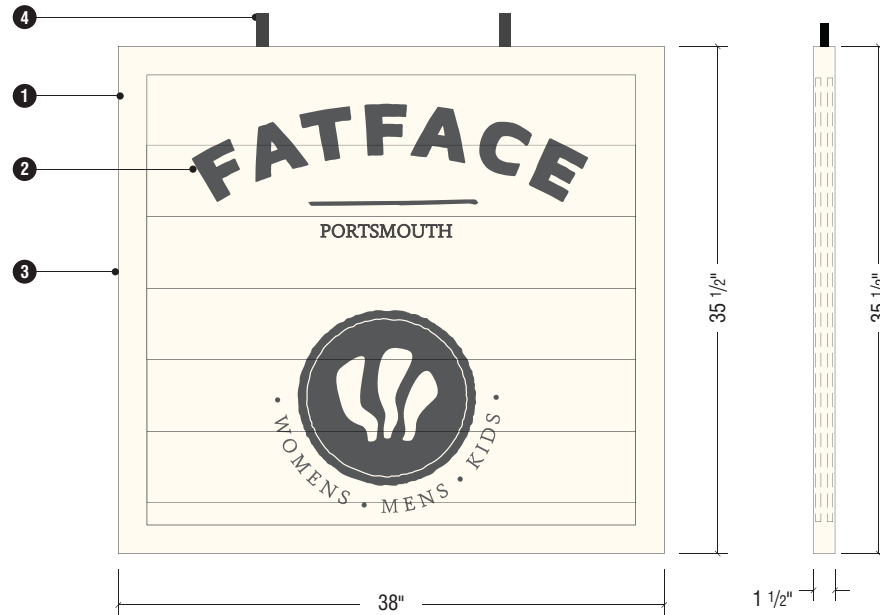
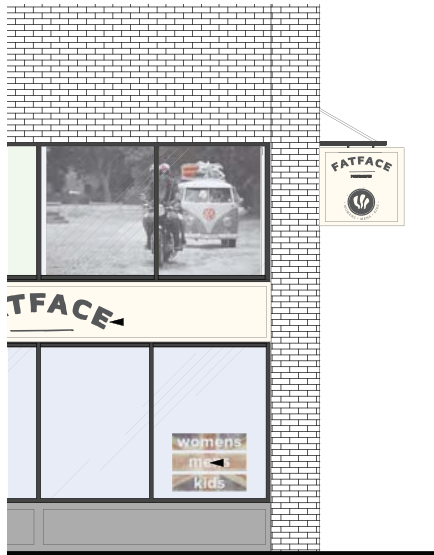
SHEET  
02 of 06

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**Exterior Hanging Sign**

Quantity: 1 Double-Sided

- 1 Hanging Sign
  - 2" x 4" wood frame; Painted RAL 1013
  - 5" tongue and groove wood boards; Painted RAL 1013
- 2 Frisketed Painted Logo; Althracite Gray RAL 7016  
Farrow and Ball point No. 2003
- 3 1/4" x 3" Aluminum Flatbar (Painted RAL 1013) Frame to Fit Around Wood Sign;  
Welded to Aluminum Supports
- 4 Attachment method to existing bracket system **TBD**



---

# M E M O R A N D U M

---

**TO:** John Bohenko, City Manager

**FROM:** Juliet T. H. Walker, Planning Director *JTW*

**DATE:** March 29, 2018

**RE:** City Council Referral – Projecting Sign  
Address: 226 State Street  
Business Name: TD Ameritrade  
Business Owner: TD Ameritrade

---

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

Sign dimensions: 21.5" x 24"  
Sign area: 3.58 sq. ft.

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

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







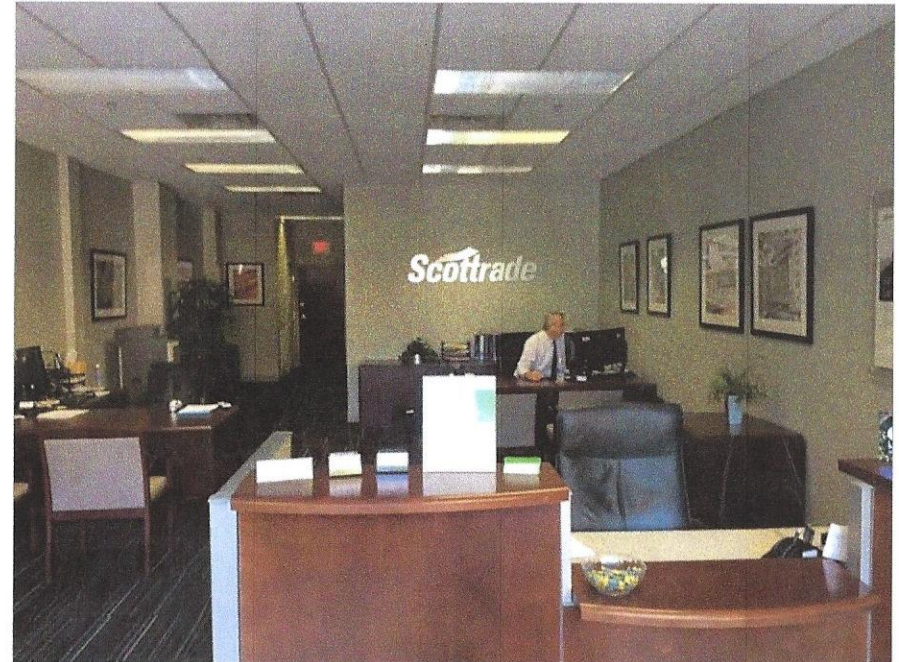
# Ameritrade

Site Brandbook

10/27/2017

Tech survey revision: 12/04/2017

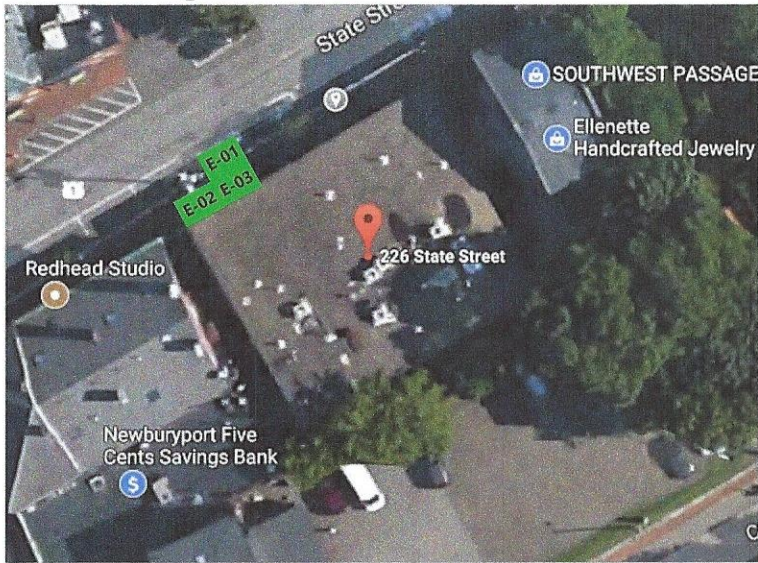
Updated: 02/08/2018



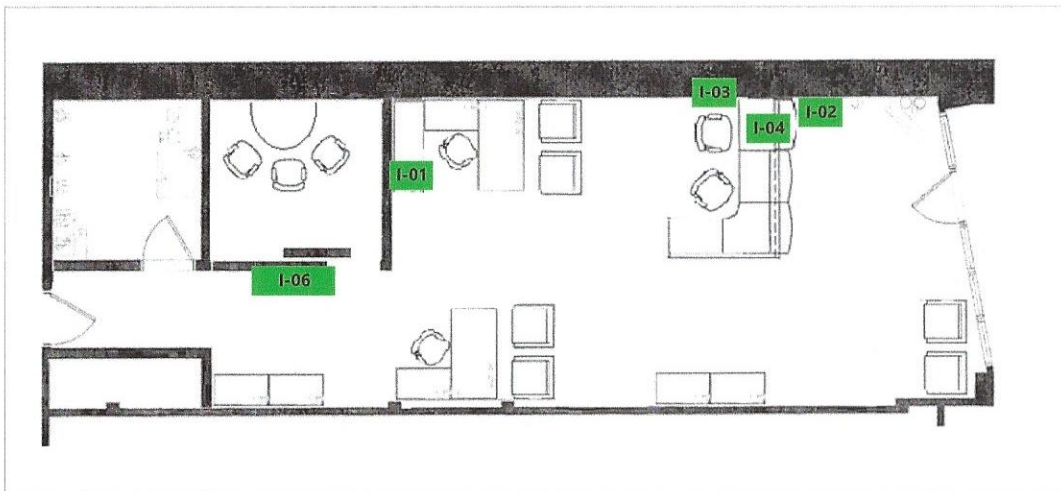
Scottrade ID: 28B

226 State St.  
Portsmouth, NH

# Site Map



# Floor Plan



## Exterior Sign Inventory:

E#	Existing	Recommendation	QTY
E-01	Wall Panel	Wall Panel	1
E-02	No Existing Sign	Blade Sign	1
E-03	Door Vinyl	Door Vinyl	1

## Interior Sign Inventory:

I#	Existing	Recommendation	QTY
I-01	FCO	FCO	1
I-02	Literature Stand	Leave As Is	-
I-03	Poster Holder	Leave As Is	-
I-04	SIPC Plaque	SIPC Plaque	1
I-05	No Existing Sign	Tent Card	5
I-06	No Existing Sign	Privacy Vinyl	3

## E-01 - Custom Panel - Front

### Before

Quantity: 1  
 Height: 2'-2"  
 Width: 13'-6"  
 Depth: 2" pan sign with FCOs  
 Sq. Ft: 29.25 sf  
 Illumination: No  
 Return: NA  
 Mounting: Flush  
 Sign Type: Non-illuminated panel

### After

Quantity: 1  
 Height: 2'-5"  
 Width: 11'-7 5/8"  
 Depth: 1/2" FCOs on 2" flanged panel  
 Sq. Ft: 28.0 sf  
 Illumination: No  
 Return: 2" flanged panel with FCOs  
 Mounting: Flush  
 Sign Type: Custom Panel

### Context Photos:



### PPR Notes:

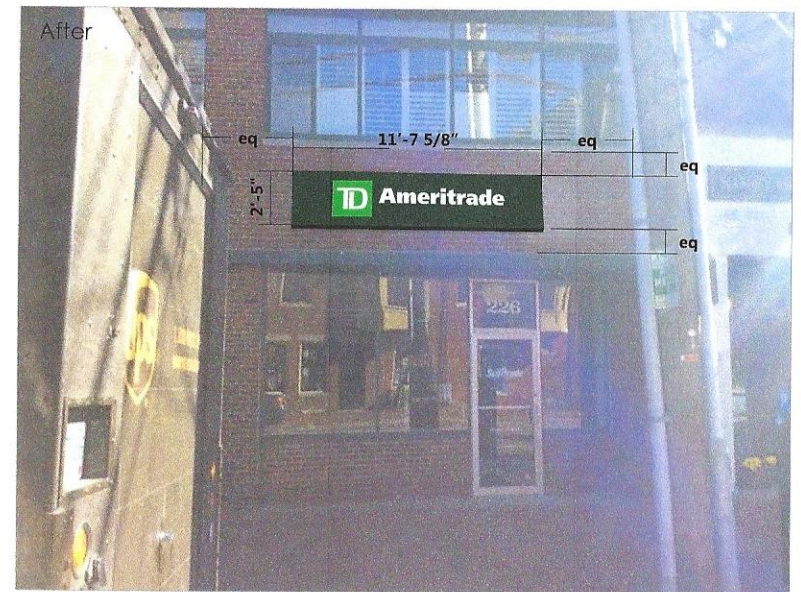
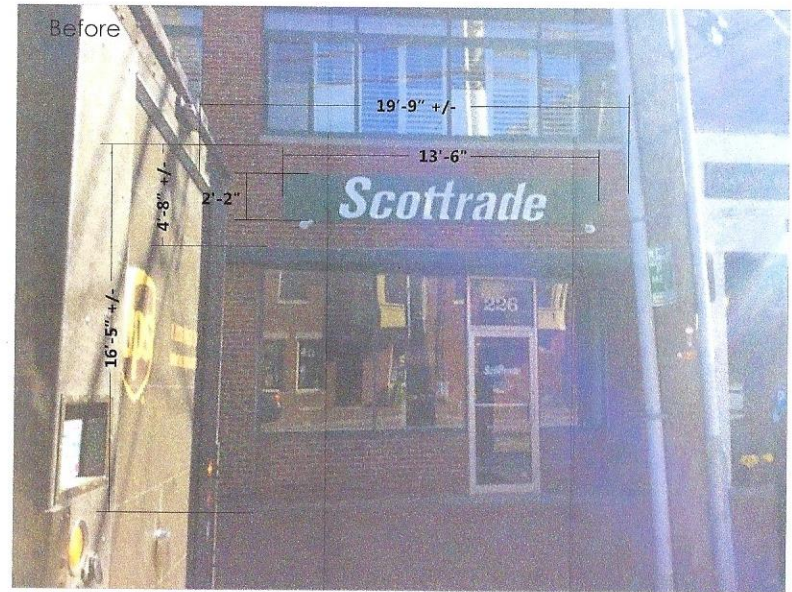
Remove existing panel, patch and repair brick as necessary. Install new panel in same location as shown.

### PPR Square Footage

### Part #:

IC-EX-CUSTOM

**Per code: 2 sf per lineal foot of building 15'-10" x 2 = 31.7sf**



## E-02 - Non-Illuminated Blade Sign

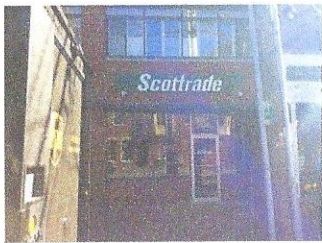
### Before

Quantity: 0  
 Height: NA  
 Width: NA  
 Depth: NA  
 Sq. Ft: NA  
 Illumination: NA  
 Return: NA  
 Mounting: NA  
 Sign Type: No existing sign

### After

Quantity: 1  
 Height: 1'-9 1/2"  
 Width: 2'-0"  
 Depth: 2"  
 Sq. Ft: 3.58 sf  
 Illumination: No  
 Return: NA  
 Mounting: Horizontal Brackets on Mounting Plates  
 Sign Type: Blade Sign

### Context Photos:



### PPR Notes:

NA

### PPR Square Footage

NA

### Part #:

Blade Sign

Per code: 2 sf per lineal foot of building 15'-10" x 2 = 31.7sf

Before



After



## E-03 - Entry Door Vinyl - Front

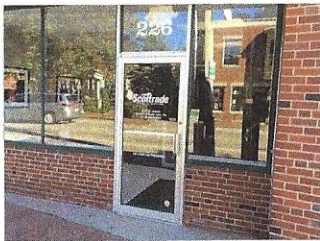
### Before

Quantity: 1  
 Height: 4"  
 Width: 1'-8"  
 Depth: N/A  
 Sq. Ft: .55 sf  
 Illumination: NA  
 Return: NA  
 Mounting: 1sf Surface  
 Sign Type: Door vinyl

### After

Quantity: 1  
 Height: 4"  
 Width: 1'-8 1/4"  
 Depth: N/A  
 Sq. Ft: 0.5 sf  
 Illumination: NA  
 Return: NA  
 Mounting: 1sf Surface  
 Sign Type: Door vinyl

### Context Photos:



### PPR Notes:

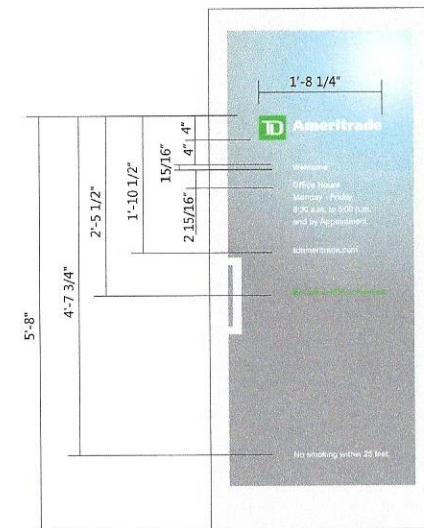
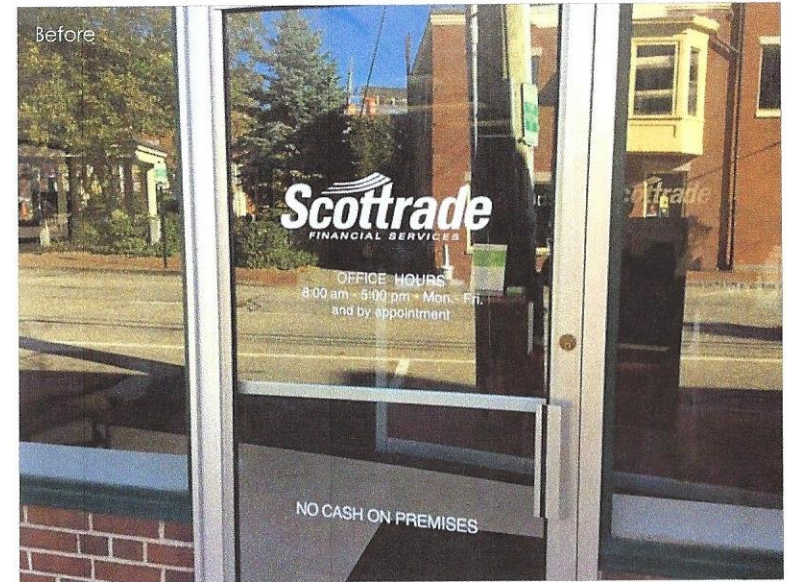
Remove all vinyl  
 Clean off any remaining residue  
 Apply new vinyl

### Part #:

TDA-FDV

### PPR Square Footage

NA



## I-01 - Reception Logo

### Before

Quantity: 1  
 Height: 1'-0"  
 Width: 5'-0"  
 Depth: NA  
 Sq. Ft: 5 sf  
 Illumination: No  
 Return: NA  
 Mounting: Studded flush  
 Sign Type: FCO Letterset

### After

Quantity: 1  
 Height: 1'-11"  
 Width: 5'-10"  
 Depth: NA  
 Sq. Ft: 11.1 sf  
 Illumination: No  
 Return: NA  
 Mounting: Stud flush  
 Sign Type: FCO Letterset

### Context Photos:



### PPR Notes:

Remove existing letterset. Patch and paint facade to match balanced beige SW7037  
 Install new panel as shown

### PPR Square Footage

$10'-1" \times 9'-4" = 94.11 \text{ sf}$

### Part #:

IN-FCO-BG-11



## I-02 - Literature Stand

### Before

Quantity: 1  
Height: -  
Width: -  
Depth: -  
Sq. Ft: -  
Illumination: -  
Return: -  
Mounting: -  
Sign Type: Literature Stand

### After

Quantity: 1  
Height: -  
Width: -  
Depth: -  
Sq. Ft: -  
Illumination: -  
Return: -  
Mounting: -  
Sign Type: Leave As Is



## I-03 - Poster Holder

### Before

Quantity: 2  
Height: -  
Width: -  
Depth: -  
Sq. Ft: -  
Illumination: -  
Return: -  
Mounting: -  
Sign Type: Poster Holder

### After

Quantity: 2  
Height: -  
Width: -  
Depth: -  
Sq. Ft: -  
Illumination: -  
Return: -  
Mounting: -  
Sign Type: Leave As Is



CITY COUNCIL E-MAILS

April 3, 2018 – April 16, 2018

APRIL 16, 2018 CITY COUNCIL MEETING

Updated 04/16/2018

New Content begins on Page 4

Below is the result of your feedback form. It was submitted by R. W. Wright ([Wrightski@ail.com](mailto:Wrightski@ail.com)) on Saturday, April 7, 2018 at 07:50:58

-----  
address: 30 Sudbury St.

comments: Respected members:

Please, let me see if I got this straight?

Please excuse the precise details, I do have a good memory, it's just short.

A short while ago we purchased a very expensive, state of the art boat for our fire department, it was hundreds of thousands of dollars. Our chief determined it was either too big or impossible to maintain or, we actually really didn't need it and decided it was NOT USEFUL!!! (and practical) So....WE GAVE IT AWAY!! Let me say that again: We GAVE it away!!!

Now...after receiving a boat for \$40k or so, (why???), he now wants ANOTHER BIG BOAT!! It will cost \$180k or so!!! REALLY???

I ask:

Is this boat going to be easier to maintain?

Is this boat going to "create" a more credible "need"?

DO WE NEED A BOAT taking into consideration half the US Coast Guard is a mile upriver?

When was the last time a boat was even used ???!

This is a scenario that cannot be made up!!?? Please take time to read this letter over again and tell me it isn't as absurd as it sounds...I'm at a loss.

Please.....NO MORE BOATS!! Please. Use the money to repair the mindfield known as Islington St. ???

Regards, and thanks for your hard work,

Randy Wright  
Sudbury St. 31 years

includeInRecords: on

Engage: Submit

---



Below is the result of your feedback form. It was submitted by Catherine R. Jones ([catej@comcast.net](mailto:catej@comcast.net)) on Monday, April 9, 2018 at 13:29:33

---

address: 40 Dodge Avenue, Portsmouth, NH 03801

comments: Dear City Councilors:

It has come to our attention that a new method for controlling weeds throughout the city is available. It is a steam machine method, currently being used successfully in Boulder, Colorado, and in other towns and cities. There are NO harmful chemicals or substances involved, and it is much cheaper than using corporate produced substances. Please allow the Public Works Department to immediately begin using this steam method, and to abandon other harmful ways of controlling weeds. Let's do everything possible to continue the health and beauty of our fair city!

Thank you.

Most sincerely,

Catherine R. Jones  
Damon T. Thomas, Esquire  
40 Dodge Avenue  
Portsmouth, NH 03801

includeInRecords: on

Engage: Submit

---

Below is the result of your feedback form. It was submitted by Erik Anderson ([andy42152@aol.com](mailto:andy42152@aol.com)) on Tuesday, April 10, 2018 at 07:36:23

---

address: 38 Georges, Portsmouth, NH

comments: Dear Councilors

As the next Council meeting will consider the bonding of 180,000 for a fire boat. I think the following should be considered in the discussion.

1) What is the mission of the asset in having this piece of equipment? Is it for fire related assistance or life saving / search and rescue purpose? I think that if the chief were to answer that question he might admit that the past fire boat was never used for a fire related incident. The occasions it was used (possibly 12-15) was for life saving circumstances.

2) Beyond the cost of the asset (\$180,000) what is the cost of training, maintenance, fuel, manning, etc projected to be? Being that Portsmouth had and relinquished a fire boat there surely must be records to answer the question for the Council's knowledge. Is training a "overtime" cost to the city?

3) Can the vessel that is being considered meaningfully be a asset for fire purposes that can already be better accomplished with land based equipment and response time? Since the last vessel never was used for a fire incident, the question is hard to answer but the vessel being considered is an expensive toned down version of the previous boat that was never used for fire purpose and most likely might not have the capability to combat a fire of significant proportion if required .

4) What other fire / life saving assets exist along the water and possible "mutual aid" circumstances (NH Marine Patrol, US Coast Guard, NH Fish & Game, Navy Yard, etc.)? The Council might be assessed of issue at the meeting so as to consider the proper type vessel that can best supply the proper service / mission. Why should Portsmouth invest in a superior asset to other adjacent towns or agencies as a "mutual aid " device at all costs associated with the expenditure.

While there are a number of other issues in the discussion it might be emerging to some conclusion.

a) The vessel / manpower has difficulty performing two missions at the same time, fire containment or life saving / search & rescue responsibilities. If land based medical attention is required they would have to abort a fire condition if they are the sole asset of response.

b) Through history the Portsmouth "fire boat" has never been used for fire containment but for life saving / search and rescue incidents.

Should Portsmouth have a water response vessel. In opinion , yes. but the cost of a full fledged toned down \$180,000 fire vessel and associated costs is not needed.

The issue should be returned to the fire dept. to answer some of the questions within these comments as to all costs and mission. and return to the Council with answers and a request for monies much less than what is currently being considered. It is fiscally responsible to do so.

With thanks to your time and consideration Erik Anderson

includeInRecords: on

Engage: Submit

---

Below is the result of your feedback form. It was submitted by Erik Anderson ([andy42152@aol.com](mailto:andy42152@aol.com)) on Thursday, April 12, 2018 at 07:07:28

-----

address: P.O. Box 601

comments: Dear Councilors

I read with interest a recent article that Councilor Denton is planning to request the Council to expand the current "Energy Tax Credit" conditions in the city. While the reasons and rational might have well meaning justification I would hope the discussion of the matter looks at both sides of the ledger for the final consequence.

Simply put is the fact that expansion of this policy reduces property valuation and thus reduces tax revenue for those qualifiers. Since any budget will require a means to generate needed revenue it will increase the burden onto those who do not qualify for this credit. I feel that is the translation pure and simple.

While many homeowners might desire to put an alternative energy system in their home the cost is prohibitive and beyond their means.. Why should they be penalized in carrying more of the tax burden of the city that would result from the expansion of a energy tax credit for those that can.

As to the business component to this issue it would thus shift the percentage of tax burden again onto the residential / business non qualifiers.

While it was described in the article that the council is requesting some fiscal analysis its thought that this might be difficult to present in a manner that gives full illustration of the subject.and the consequences described here.

In opinion making a policy change or decision as described in the article that has a variety of possibly known and unknown fiscal impacts goes beyond any well meaning of the subject and any actions.

With thanks to your time. and any response Erik Anderson

includeInRecords: on

Engage: Submit

---

New content begins:

Below is the result of your feedback form. It was submitted by Patricia Bagley ([patbagley@aol.com](mailto:patbagley@aol.com)) on Friday, April 13, 2018 at 09:34:07

-----  
address: 213 Pleasant Street

comments: Honourable Mayor and City Councilors,

On Tuesday evening, Dave Allen will provide a Foundry Garage update. I hope that Dave will include an explanation of the proposed centralized parking office at the new garage.

One of the reasons given for centralization is to “make it more convenient” for people to pay their violations at the new office. It would actually be more convenient to do this at City Hall. There is less congestion, and free parking is available. Would we have to pay to park at the garage in order to pay for a violation?

The new parking office will displace the retail which was originally planned to utilize this space, thereby reducing revenue to the city. The idea to attract people to the garage seems a bit diluted by the presence of a parking office rather than places to shop.

Would city employees use spaces in the new garage that would otherwise be available to the public? Again, revenue reduction.

My take is that the “convenience” would serve the parking division rather than violation payers. What it would do, and most likely what you won’t hear in a presentation, is relocate ranting violators away from City Hall clerks as well as the City Manager’s office.

\$900k is a lot of money no matter how anyone spins it. The negatives seem to outweigh the positives. Aren’t we trying to be more fiscally responsible? After the last valuation and screaming taxpayers, those who know far better than I said “It’s about the budget”.

Please ask these questions for the rest of us.  
Thank you very much!

Respectfully,

Patricia Bagley

includeInRecords: on  
Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by Beth S. Margeson ([bmargeson@myfairpoint.net](mailto:bmargeson@myfairpoint.net)) on Friday, April 13, 2018 at 12:02:12

-----  
address: 24 Marcy Street

comments: I just had occasion to look at Monday's City Council Agenda for a Recreation related issue. I saw that there was a resignation and a new candidate for appointment to the Economic Development Commission.

This is the second time this year, the first being at the February 5, 2018 City Council meeting, that there has been a resignation and a new candidate for this commission at a single meeting.

There was no opportunity for a member of the general public to apply for this commission. If you check the listing of vacancies on city boards and commissions, there is no listing of a vacancy on the Economic Development Commission, due to a resignation. Instead, a resignation and new appointment are occurring together, meaning that only the person who is up for appointment knew of the opportunity to apply due to the resignation.

The city advertises vacancies for boards and commissions on its website and, recently has begun doing so in the newspaper, as is required by ordinance. There is not a similar requirement for resignations; in fact, there seems to be no process set out in the ordinance for handling resignations. But it seems fair and consistent to follow the same process for resignations as is done for vacancies.

Thank you,

Beth S. Margeson  
24 Marcy Street

includeInRecords: on

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Below is the result of your feedback form. It was submitted by R. W. Weight ([Wrightski@aol.com](mailto:Wrightski@aol.com)) on Monday, April 16, 2018 at 07:53:42

-----  
address: 30 Sudbury St.

comments: Council:

This is my second letter on this topic, thank you for your indulgence.

Tonight you will vote on spending a large amount of money or additional debt on a fire boat we DO NOT need. I implore you to exercise your true Yankee ethic and vote this down!! This is wasteful and indulgent and you all know it!! I am trusting you to trust your instincts.

With the condition of the roads, schools to upgrade and infrastructure of our city, it's quite obvious that the funds could be put to more useful and practical application. A boat may be a good thing during another time.....(??).....but definitely NOT now.

Please....let common sense prevail: NO NEW BOAT!!

Thank you, appreciate your service to our city.

Respectfully,

R. Wright  
Sudbury St. (31 years)

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Douglas Bates ([shiloh89@comcast.net](mailto:shiloh89@comcast.net)) on Monday, April 16, 2018 at 10:47:15

-----  
address: 380 Ocean Road 14, Portsmouth

comments: Dear City Councilor,

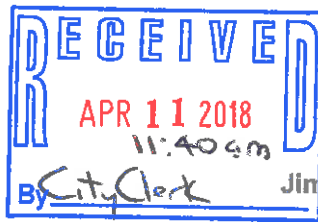
I have been following the Portsmouth FD new fireboat request. I had my boat at Prescott Park when they had the previous 33' fireboat and I can attest that it rarely, if ever, moved. It was visited on a regular basis for training and maintenance which was an additional cost over and above the actual cost of that fireboat. When the FD "gave" it away, to my knowledge there was no discussion of a two boat model. I guess my issue is why, with Coast Guard, Navy Yard equipment and fireboat(s) in the center of Portsmouth, do we need another \$180,000 fireboat sitting idle. I think you should ask the Portsmouth FD about the life cost of the proposed fireboat and all associated maintenance costs and personnel time it takes to have it sitting at the dock. I know you and fellow City Councilors could find a much better use for this money.

Doug Bates

includeInRecords: on

Engage: Submit

---



Jim Splaine <jimsplaineportsmouth@gmail.com>

---

**Letter to Portsmouth City Council, Re: Coakley Landfill & Coakley Landfill Group / N.H. Right-to-Know Law**

---

Jim Splaine <jimsplaineportsmouth@gmail.com>  
To: Jim Splaine <jimsplaineportsmouth@gmail.com>

Wed, Apr 11, 2018 at 11:18 AM

Wednesday, April 11, 2018

To: Portsmouth City Councilors,

This past week, the petitioners in the lawsuit that I have joined in our fight for full disclosure and adherence by the Coakley Landfill Group to the N.H. Right-to-Know Law asked for a "continuance," which may postpone Court action for a short time.

I suggest that this postponement gives the Portsmouth City Council, and the City Attorney and city management, time to take a breath and reconsider the limitations and complicated logistical process that has currently been placed on the 18 right-to-know requests made by Hampton State Reps. Mindi Messmer, Renny Cushing, myself, and others.

Two weeks ago, on Friday, March 30th, I joined several others involved in our lawsuit for a visit to Portsmouth City Hall to view some of the 140+ boxes of files relating to the Coakley Landfill. I went with Hampton State Reps. Mindi Messmer, Renny Cushing, Phil Bean and Mike Edgar. We were accompanied by the attorney in our Right-to-Know Law lawsuit, Paul Twomey of Epsom, and Portsmouth resident David Meuse.

Prior to viewing any materials, we met for the better part of an hour with City Attorney Bob Sullivan and two of his staff in the law library on the 4th floor of City Hall. We appreciate that he was professional, and he described his process of assembling and sharing the information in the boxes.

It seems to me to be a burdensome process which limits our efforts and those of our volunteers at finding answers to questions. I believe local media also found it to be limiting. Especially troublesome is that the City Attorney insists on reviewing the boxed files prior to any examination, and without explanation he can remove or delete information without oversight. That policy needs to be visited to assure that a unilateral decision by himself doesn't conflict with the N.H. Right-to-Know Law, or the cause of transparency and openness.

This past Friday, I urged the City Council to hold a special meeting dedicated to reviewing the process of adherence to the N.H. Right-to-Know Law by the City of Portsmouth and the Coakley Landfill Group. That process is policy, and the City Council has authority over process. While under the City Manager form of government and our City Charter, you cannot interfere with employees, you surely have authority over -- and an obligation to review -- the policies by which they operate, or the policies they enact, especially with regard to government openness and transparency.

I urge you to evaluate the cumbersome process set forth by the City Attorney for access to and examination of the 140+ boxes of information in the possession of City Hall, and judge whether that is fair and allows for necessary disclosure and transparency. When it becomes difficult for local media and citizens to learn about the operations of their government, that's a challenge for democracy.

It would be to the advantage of public transparency for all records of the Coakley Landfill Group -- financial and environmental -- going back to its origination, to be fully public, without having to face hoops and loops, doors and walls that are clearly created to deter us from being able to learn what we need to about the past operations of the Coakley Landfill Group.

Why not?

Based on that discussion of March 30th at City Hall, and viewing some of the information afterward, I want to offer three requests and four suggestions to you:

### **My Requests:**

#### **1. Place contents -- the "index" -- about files on the city's WEBSITE.**

During the meeting, I made a request to the City Attorney that the "index" which has been created outlining the subject files of each box be placed on the city's WEBSITE. At the very least, this is information that should be made easily and readily available to anyone who may want to examine it. Since it exists on file, that could be done immediately.

**2. Mandate A Dedicated Coakley Landfill Group WEBSITE.** I also urge you, as City Councilors, to require the creation of a WEBSITE specifically for and by the Coakley Landfill Group, which should include as soon as is possible all of the meeting minutes, invoices submitted for payment, and financial spreadsheets dating to the origination of the Coakley Landfill Group.

Responding to requests to provide materials under the Right-to-Know Law by simply collating materials in 140+ boxes and saying "come on in" is not the best way to provide information to our public. Having it searchable and viewable on a WEBSITE is obviously more reasonable, and with the technology we have today we should make it available that way.

**3. Right-To-Know Requests.** Among the petitioners, we have asked 18 right-to-know questions -- 14 by Reps. Messmer and Cushing, and 4 from myself. We made those requests almost two months ago. They should be individually answered. Essentially, with the process laid forth by the City Attorney, we have been shown 140+ boxes and told to go on a hunt for the answers, given just an "index" to facilitate our adventurous search. That doesn't fulfill the principle of the public's "right-to-know." In fact, by having the files so dispersed in so many file boxes, it merely complicates it.

### **My Suggestions:**

**1. Withdraw the role of City Attorney Bob Sullivan.** It is time for City Attorney Bob Sullivan to withdraw from his role as head of the Coakley Landfill Group. That is no inference on his performance or his quality or ethics, which I don't question -- but rather that there may be a conflict with his dual-role. He treated us professionally when we met with him, and he is genuinely concerned about making the corrections necessary and seems to be dedicated to being open -- but a conflict exists serving the city and being head of the CLG.

It is also clear that management over the CLG has not been focused enough, and someone with too many other important responsibilities cannot do the job justice. That role must be independent and separate. It should have been for years. It must be now into the future.

I was surprised to learn that in recent years the City Attorney and the other members of the CLG have almost exclusively met by conference call to decide the invoices to be paid. He could not remember the most recent time they have met in person. It seems that oversight of work done is lacking as well. Better CLG management is required to prevent more problems and costs in the future.

**2. Mandate a full professional and independent audit and financial review.** A contractor seems to be doing a good job, being responsible to the city's Finance Department (and hired by such), collating invoices and creating an eventual spreadsheet, but we need much more than that, dating back to the origination of the Coakley Landfill Group. The audit and financial review must



track all the costs and payments, thoroughly, with professional approaches that have high standards. And it must be independent of any City of Portsmouth department.


**3. Withdraw your opposition to House Bill 1766,** "relative to remediating the Coakley Landfill in Greenland," sponsored by Reps. Mindi Messmer, Renny Cushing, Philip Bean, and Mike Edgar of Hampton; Rep. Tamara Le of North Hampton; Rep. Patricia Gordon of Portsmouth and Sen. Martha Fuller Clark." This is an important bill, and clearly requires something that should have been done years ago. The sponsors are leaders in the environmental field, with Rep. Messmer having a scientific background. Her leadership has been astounding on this important cause.

**4. Please assume your responsibility as City Councilors.** This issue isn't going away. The problems at -- and hazards under the cap of -- the Coakley Landfill will not evaporate. They need to be treated. The Messmer, [et.al.](#) legislation is an attempt to get remediation. And the mismanagement and mistakes of the finances of the Coakley Landfill Group need to be remedied as well. And just waiting until a "public meeting" in June isn't an easy answer. You need to act now.

During Public Comment at one of your meetings in January, and since then in writing, I have spoken of the need to accept our responsibility to clean up, as much as is possible, the problems that we contributed to at the Coakley Landfill. This is about the future health of our Seacoast, and those who will call this their "home" long after we are gone. We created a problem, and it is our obligation to correct it. I believe this bill is imperative in that process.


Further, and this is an important concern that should be emphasized, I am far from satisfied that there has been sufficient independent oversight of the work actually done for the invoices submitted and paid.

Was the work done and paid for actually accomplished to satisfaction -- how was it checked, the thoroughness of checking, and did all procedures for bidding get followed? We have to assure that. I think that is something that the City Council must look at in discussions with city management and staff that has had a role in the Coakley Landfill remediation and the operations of the Coakley Landfill Group operations to date.

  
Jim Splaine  
201 Oriental Gardens  
Portsmouth, N.H. 03801

**CITY OF PORTSMOUTH  
PORTSMOUTH, NH 03801**

**Office of the City Manager**

**Date:** April 12, 2018  
**To:** Honorable Mayor Jack Blalock and City Council Members  
**From:** John P. Bohenko, City Manager   
**Re:** City Manager's Comments on April 16, 2018 City Council Agenda

---

***Votes on Ordinances and/or Resolutions:***

1. ***Public Hearings:***

- 1.1 **Request to Establish a Public Hearing Re: Proposed Resolution Authorizing Borrowing of up to One Hundred Eighty Thousand Dollars (\$180,000) through the issue of bonds, notes or the Execution of a Lease for the Acquisition of One Fire Boat.** As a result of the April 2<sup>nd</sup> City Council meeting, I am bringing back for a public hearing the [attached](#) request from Fire Chief Steve Achilles regarding a proposed Resolution Authorizing Borrowing of up to One Hundred Eighty Thousand Dollars (\$180,000) through the issuance of bonds, notes or the Execution of a Lease for the Acquisition of One Fire Boat.

Fire Chief Steve Achilles will make a presentation prior to the public hearing.

*I recommend the City Council move to adopt the Resolution, as presented. Two-thirds vote is required.*

- 1.2 **Request to Establish a Public Hearing Re: Proposed Bonding of up to Five Million (\$5,000,000) Dollars for Costs Related to Elementary School Facility Improvements.** As a result of the April 2<sup>nd</sup> City Council meeting, I am bringing back for public hearing the [attached request](#) from Superintendent Stephen Zdravec regarding the authorization to bond up to Five Million (\$5,000,000) Dollars for Costs Related to Elementary School Facility Improvements ([see attached letter](#)). This item has been identified in the FY2019 Capital Improvement Plan.

Superintendent Zadavec would like to receive authorization on this expenditure by the beginning of May in order to assure that materials can be ordered prior to the closure of school. This would allow for the construction improvements to be done during the summer months while the students are on break. This is similar to the way Phase I of the Dondero Project took place and has seemed to work out very well.

School Business Administrator Steve Bartlett will make a presentation prior to the public hearing.

*I recommend the City Council move to adopt the Resolution, as presented. Two-thirds vote is required.*

## 2. ***Third and Final Reading of Proposed Ordinances.***

- 2.1 **Third and Final Reading of Ordinance to Implement Charter Amendment (Postponed from the April 2, 2018 City Council Meeting).** As you will recall, at the March 19th City Council meeting, the Council voted to table third and final reading of the [attached proposed Ordinance amendment](#) regarding Article IX, Section 1.901 Conflict of Interest/ Election Candidate Financial Disclosure as amended, and further, to bring the Ordinance back for third and final reading at this evening's meeting.

*I recommend the City Council move from the table and vote to pass third and final reading regarding the Ordinance, as amended.*

## ***Consent Agenda:***

1. **Request for License to Install Projecting Signs.** [Attached under Section IX of the Agenda](#) are requests for two projecting sign licenses (see [attached memorandums from Juliet Walker, Planning Director](#)):

- TD Ameritrade, owner of TD Ameritrade for property located at 226 State Street
- Anthony Thompson, owner of Fatface for property located at 62 Congress Street
- Brendan Carney, owner of Acupuncture North for property located at 406 Deer Street (400The Hill)

*I recommend the City Council move to approve the aforementioned Projecting Sign Licenses as recommended by the Planning Director and, further, authorize the City Manager to execute the License Agreements for these requests. Action on this item should take place under Section IX of the Agenda.*

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

1. **Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth School District and the Clerical Employees Portsmouth School District.** The Portsmouth School District and the Clerical Employees Portsmouth School District have voted in favor of a one-year extension of the current collective bargaining Agreement. Under this extension, the terms of the current collective bargaining agreement would remain in place until June 30, 2019.

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

1. A letter from Thomas Closson, City Negotiator, recommending the one-year extension.
2. Cost Analysis for the one-year extension.
3. A Memorandum of Agreement.
4. The Clerical Employees Portsmouth School District contract showing the insertions and deletions to implement the Tentative Agreement, if approved.

Also, the Working Agreement is posted on the City's Website at: <http://files.cityofportsmouth.com/files/hr/pace15-19draft.pdf>

*I recommend the City Council move to accept the proposed One-Year Agreement between the Portsmouth School District and the Clerical Employees Portsmouth School District, as presented.*

2. **Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commissioners and the Portsmouth Ranking Officers Association.** The Portsmouth Police Commission and Ranking Officers Association have voted in favor of a one-year extension of the current collective bargaining Agreement. Under this extension, the terms of the current collective bargaining agreement would remain in place until June 30, 2019.

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

1. A letter from Thomas Closson, City Negotiator, recommending the one-year extension.
2. Cost Analysis for the one-year extension.
3. The Portsmouth Police Ranking Officers Association contract showing the insertions and deletions to implement the Tentative Agreement, if approved.

Also, the Working Agreement is posted on the City's Website at:

<http://files.cityofportsmouth.com/files/hr/rankingofficersassociation-exp6-30-19draft.pdf>

*I recommend the City Council move to accept the proposed One-Year Agreement between the Portsmouth Police Commission and the Portsmouth Ranking Officers Association, as presented.*

3. **Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association.** The Portsmouth Police Commission and Portsmouth Police Civilian Employees Association have voted in favor of a one-year extension of the current collective bargaining Agreement. Under this extension, the terms of the current collective bargaining agreement would remain in place until June 30, 2019.

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

1. A letter from Thomas Closson, City Negotiator, recommending the one-year extension.
2. Cost Analysis for the one-year extension.
3. The Portsmouth Police Civilian Employee Association contract showing the insertions and deletions to implement the Tentative Agreement, if approved.

Also, the Working Agreement are posted on the City's Website at: <http://files.cityofportsmouth.com/files/hr/polciv14-19draft.pdf>

*I recommend the City Council move to accept the proposed One-Year Agreement between the Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association, as presented.*

4. **Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commission and Portsmouth Police Patrolman's Union, NEPBA Local #11.** The Portsmouth Police Commission and Portsmouth Police Patrolman's Union, NEPBA Local #11 have voted in favor of a one-year extension of the current collective bargaining Agreement. Under this extension, the terms of the current collective bargaining agreement would remain in place until June 30, 2019.

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

1. A letter from Thomas Closson, City Negotiator, recommending the one-year extension.
2. Cost Analysis for the one-year extension.
3. The Portsmouth Police Patrolman's Union, NEPBA Local #11 contract showing the insertions and deletions to implement the Tentative Agreement, if approved.

Also, the Working Agreement are posted on the City's Website at: <http://files.cityofportsmouth.com/files/hr/DraftPolicecontractexp6-19draft.pdf>

*I recommend the City Council move to accept the proposed One-Year Agreement between the Portsmouth Police Patrolman's Union, NEPBA Local #11, as presented.*

5. **Request for Approval of Lease Renewal Re: Connect Community Church.** The original 3-year agreement between the City and the Connect Community Church, 200 Chase Drive, Portsmouth NH, governing the City's lease of 124 spaces in the parking lot located at that location is set to expire May 1, 2018.

Communication with church representative Pastor Chad Lynn reveals the church's desire to extend this agreement for a period of 6 months, from May 1, 2018 through October 31, 2018.

The church sites as reasoning for the 6-month renewal term the fact that zoning changes have allowed the church to explore development opportunities at that location. With the church in discussions to develop a portion of the Lot, the church seeks to keep its options open with respect to the City's use of the lot.

Attached please see the applicable addendum drawn by City of Portsmouth Legal Department Attorney Jane Ferrini.

*I am recommending the City Council move to approve the Lease Renewal, as presented, and further, authorize the City Manager to execute the document.*

6. **Proposed Policy Re: Fees for Encumbrances for City Property during Private Construction (eg. Sidewalks, Streets, Parking Spaces).** Attached is a proposed Policy regarding a License Fee for the Encumbrance of City Property. This policy would establish a mechanism for assessing fees related to the temporary encumbrances on City property for private construction projects. The proposed fees would compensate the City for the public inconvenience for disruptions in use of public property and for the loss of parking inventory for a period of more than 30 working days. Any encumbrances for less than 30 working days currently require an encumbrance permit and a \$50 permit fee as well as a daily rate for use of metered parking spaces.

*I recommend that the City Council move to adopt this proposal as a City Council policy.*

7. **Annual Renewal of Boarding House Permits.** As you are aware, annually, the City Council considers and takes action on the renewal of Boarding House Permits. The City currently has two active Boarding Houses, one at 278 Cabot Street and another at 350-352 Hanover Street.

- a) **278 Cabot Street.** Pursuant to Article VIII: Boarding Houses, Section 9.804: Permit Renewal, I have **attached a draft Permit** for the boarding house located at 278 Cabot Street. This facility was inspected on April 9, 2018 by the Code Enforcement Officer and Health Officer and recommended for the reissue of the permit.

*I recommend that the City Council move to approve the Boarding House permit for 278 Cabot Street for a one year permit to expire April 16, 2019.*

- b) **350-352 Hanover Street.** Pursuant to Article VIII: Boarding Houses, Section 9.804: Permit Renewal, I have **attached a draft Permit** for the boarding house located at 350-352 Hanover Street. This facility was inspected on April 9, 2018 by the Code Enforcement Officer and Health Officer and recommended for reissue of the permit.

*I recommend that the City Council move to approve the Boarding House permit for 350-352 Hanover Street for a one year permit to expire April 16, 2019.*

8. **Applications for Sidewalk Cafés providing Alcohol Service.** In 2012, the City Council adopted City Council Policy 2012-02 titled “Policy Regarding Use of City Property for Sidewalk Cafés providing Alcohol Service” (a copy of this Policy is under City Council Policies on your iPad and in your City Council Binder). This Policy allows restaurants to apply for an Area Service Agreement to occupy a defined portion of City sidewalk space for the purpose of creating a sidewalk café with the ability to serve alcohol. It also outlines the criteria for both the application and the operations of the sidewalk cafés and calls for a 6 month term, typically running from mid-April through mid-October.

Last year four Area Service Agreements were issued for public sidewalk occupancy. To date, we have received applications for Popovers, Ri-Ra Irish Pub, The District, Fezziwig’s Food & Fountain and Raleigh Wine Bar & Market. City staff representatives from Police, Fire, Public Works, Building Inspection, Health, and Code Enforcement have reviewed those applications of and found the applications complete and recommend issuance of the Area Service Agreements in accordance with City Council Policy 2012-02.

The fee for the use of the public “Area” subject to the Area Service Agreement is \$10.00 per square foot, with a minimum season’s fee of \$2,000 and no proration of the fee. The Agreements may be suspended at the sole discretion of the City on an administrative basis and revoked in their entirety by vote of the City Council. Hours of operation are until 10:30 p.m. Monday through Saturday and until 10:00 p.m. on Sunday, with no smoking allowed in the “Area” at any time. Use of the “Area” may be precluded, modified or made subject to special conditions to accommodate municipal events. The sidewalk café Area will be separated from the public pedestrian space by black decorative metal fence. Please

note that the “Areas” to be used, along with table-chair layouts, are [attachments to each Agreement](#).

The table below includes applications received to date along with the areas and associated fees:

Establishment	Location	Area (s.f.)	Fee	Tables	#of Chairs
Popovers	8 Congress St	723	\$7,230	11	42
Ri Ra Irish Pub	22 Market Square	508	\$5,080	7	48
The District	103 Congress	500	\$5,000	17	35
Fezziwig’s Food & Fountain	112 State Street	120	\$2,000	3	8
Raleigh Wine Bar & Market	67 State Street	445	\$4,450	9	30

City staff have reviewed all applications and are recommending each be approved as presented.

*I recommend the City Council move to authorize the City Manager to enter into Area Service Agreements with Popovers on the Square, Ri Ra Irish Pub, The District, Fezziwig’s Food and Fountain, and Raleigh Wine Bar and Market, for outdoor Alcohol service on City land for the 2018 season subject to City Council Policy No. 2012-02.*

9. **Applications for Sidewalk Cafes providing Alcohol Service-Private Sidewalks.** The City has received three applications for sidewalk cafes that are proposed for private sidewalks that run along Portwalk Place. While these proposed locations are completely contained on private property, they are adjacent to the sidewalk area that the City has an easement over. The operation of these areas requires review for health and life-safety compliance and it was therefore determined that the City should review and issue a license for the operation. Because the operation occurs on private property and not on City property, as the other Sidewalk Café licenses, there is no associated fee with this action.

The table below includes applications received to date along with the areas and table and chair counts:

Establishment	Location	Area (s.f.)	Tables	# of Chairs
British Beer Company	2 Portwalk Place	882	9	24
The BRGR Bar	34 Portwalk Place	480	9	30
Row 34	5 Portwalk Place	290	6	18



City staff have reviewed all applications and are recommending each be approved as presented.

*I recommend the City Council move to authorize the City Manager to enter into Area Service Agreements with British Beer Company, The BRGR Bar, and Row 34 for outdoor alcohol service on City land for the 2018 season subject to City operating conditions contained in City Council Policy No. 2012-02.*

10. **Access Easement for Lot 243-26 Off Woodworth Avenue and Swett Avenue.** On September 21, 2017, the Planning Board approved an application from David Calkins of 409 Franklin Pierce Highway, LLC, requesting Subdivision (Lot Line Revision) Approval for properties located off Woodworth Ave and Swett Ave and including the paper street portion of Moffat Street. The application proposed to consolidate and reconfigure lot lines to create two lots where four existed.

As approved, the lot line revision plan includes one access easement on Lot 243-26 to benefit the City to allow snow storage on private property and to provide for a turn-around for City vehicles to safely maneuver into and out of the Swett Avenue when performing snowplowing, trash/recycling pick-up, fire and rescue operations, and other related similar municipal operations. [See attached Access Easement Deed and Plan.](#)

All of the foregoing has been approved by the Planning Board and is recommended by the Planning and Legal Departments.

*If the City Council is in agreement with the recommendation, an appropriate motion would be:*

*Move that the City Manager be authorized to negotiate, execute, deliver and record the deeds regarding Lot 243-6 as presented.*

11. **License Request Re: 75 Congress Street.** Michael de la Cruz owns the Franklin Block at the corner of Fleet and Congress Streets. Mr. de la Cruz obtained HDC approval to install windows along Fleet Street and to otherwise maintain and improve the facade. [Attached is an excerpt from the approved plans.](#) In order to accomplish the work, shoring for the building must be erected and remain in place during the course of the work. The shoring and the scaffolding to accomplish the work will impact the sidewalk along Fleet Street and a small portion of the roadway. [See attached view of Fleet Street, the red and the green markings showing the incursions of shoring and scaffolding onto the sidewalk and roadway.](#) There will also be intermittent closures of Fleet Street for very limited periods of time. Mr. de la Cruz may intermittently require several parking spaces along Fleet Street for loading and unloading and when that is the case he will be required to pay for them at the standard daily rate.

Representatives from public works, fire and police met recently with Mr. de la Cruz to outline the locations of jersey barriers and signage and to otherwise coordinate pedestrian and traffic impacts. Police details will be required for any street closure and notice to the fire department. With the details worked out, an encumbrance and flagging permit has recently been issued to allow preliminary work to commence while the development of a license is pending.

The license will extend until June 1, 2018 (June 9 is Market Square Day). Recognizing that there can be unanticipated changes in the work schedule, the license will be drafted so as to give the City Manager authority to extend the license for good cause shown and with such additional conditions as may be warranted.

*I recommend the City Council move to authorize the City Manager to negotiate and enter into a license with Michael de la Cruz to facilitate work at the Franklin Block Building, 75 Congress Street.*

### ***Informational Items:***

1. **Events Listing.** For your information, [attached is a copy of the updated Events Listing showing events from this date forward through 2018.](#) In addition, this can be found on the City's website.
2. **Presentation Re: Foundry Garage.** On Monday evening, David Allen, Project Manager for the Foundry Garage, will give an update to the City Council regarding this matter.
3. **Presentation Re: Senior Transportation.** City staff is working with COAST to take over operation of the City's Senior Transportation, which will provide demand response shared ride services for eligible seniors and persons with disabilities. COAST has provided a proposed scope of services to commence administration and operation of this service by October 1. The service will maintain the existing services currently provided by Wentworth Senior Living, but will also expand the hours and days of operations as well as adding a volunteer driver program to assist with non-emergency medical transportation. The aim of this program is to increase mobility options for Portsmouth residents while maintaining a reasonable cost through efficient use of resources and shared ride services. Senior Services Supervisor Brinn Sullivan will make a presentation to the City Council regarding senior transportation.
4. **Cost to Bury Overhead Utilities Along Islington Street Corridor.** As part of the Islington Street corridor improvement project, the City's consultants evaluated the feasibility and approximate cost of relocating overhead utility lines (electric, telephone, cable, fire alarm, etc.) under the roadway from Maplewood Avenue to Spinney Road. The design consultant estimated the magnitude of cost for burying overhead utilities along the entire Islington Street corridor would be \$5M to \$8M.

Since the initial estimate was completed, the project has been broken into two phases, the first phase from the Route 1 By-pass to Dover Street and the second phase from Dover

Street to Maplewood Avenue. Due to the cost and schedule impact, the first phase of the project did not include the undergrounding of overhead utilities. However, the City Council requested staff to continue to explore the possibility of burying utilities on the second phase (see attached figure for extent of second phase).

The utility design will include a considerable amount of coordination and investigation for each property that is currently connected to the overhead utilities. The majority of the design effort would be performed to identify conduit and equipment corridors, secure easements and/or land acquisitions where necessary to locate transformers and control cabinets, develop opinions of costs, and coordinate work, meetings and document preparation with each utility company.

Prior to being able to complete our design effort, Eversource needs to provide the City with their preliminary schematics of conduits, transformers, control cabinets, and installation of conductors and other similar items. To complete their work, Eversource requires \$30,000. The cost for this effort will be covered by FY18 contingency funds.

5. **Public Hearing of FY19 Budget – May 2, 2018 at 6:30 p.m.** Just a reminder that the City Council will be holding a Public Hearing on Monday, May 2, 2018 at 6:30 p.m., regarding the FY19 Budget. See attached City Council schedule with budget meetings and work sessions highlighted.
6. **Report Back Re: Taxi Enforcement.** At the April 2<sup>nd</sup> City Council Public Dialogue Session, Mayor Blalock indicated that the City Council would be provided with a report back at the April 16<sup>th</sup> City Council meeting regarding taxi enforcement. See attached memorandum from Lieutenant Michael Maloney of the Portsmouth Police Department.



Attorneys at Law

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THOMAS M. CLOSSON
DIRECT DIAL: 603.559.2729
THOMAS.CLOSSON@JACKSONLEWIS.COM

To: City Manager John Bohenko and Portsmouth City Council
From: Thomas M. Closson
Re: Proposed Contract Extension Between the Portsmouth School District and the Portsmouth School District Association of Clerical Employees
Date: March 12, 2018

I am pleased to recommend the one year contract extension between the Portsmouth School District and the Portsmouth School District Association of Clerical Employees (the "Association"). This contract extension continues the Association's current collective bargaining agreement until June 30, 2019, including an annual COLA adjustment using the 10 year rolling average CPI-U of no less than 2% and no more than 5% on July 1, 2018. In my opinion, the extension (like the others I have recently presented to you) is fair and reasonable to both parties, and meets the goals set by the City for its collective bargaining agreements. I will be happy to answer any questions that you may have.

## Clerical

COLA	2.00%
Retirement	11.38%

### FY19

#### Current Agreement

Salaries		1,100,630.00
	<i>Sub Total</i>	<i>1,100,630.00</i>
FICA		68,239.06
Medicare		15,959.14
Retirement		125,251.69
	<i>Sub Total</i>	<u>209,449.89</u>

<b>Cost of Current Contract</b>	<b><u>1,310,079.89</u></b>
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#### Additional Cost Proposed from TA

COLA on base salaries	22,012.60
Total Cost	<u>22,012.60</u>

Medicare	319.18
FICA	1,364.78
Retirement	2,505.03
Total FICA, Medicare & Retirement	<u>4,189.00</u>

<b>Total Cost Rollout of Tentative Agree</b>	<b><u>26,201.60</u></b>
--	-------------------------

<b>Proposed Current Annual Budget &amp;</b>	<b><u>1,336,281.49</u></b>
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**MEMORANDUM OF AGREEMENT**

**Portsmouth School Board  
and  
Clerical Employees**

**WHEREAS**, the Portsmouth School Board (“the Board”) and the Clerical Employees (“the Union”) are parties to a collective bargaining agreement (“CBA”) expiring June 30, 2018.

WHEREAS, the Parties desire to extend the term of this contract for one additional year.

THEREFORE, the Parties agree to the following terms:

1. The parties agree to add an additional year to the CBA, so that the CBA will now expire on June 30, 2019;
2. The ten year rolling COLA adjustment as outlined in Section #45 Longevity in the current contract will continue on July 1, 2018.
3. The ten year rolling COLA adjustment as outlined in Section #46, Hourly Rate Scale in the current contract will continue on July 1, 2018.
4. During the year extension, and in accordance with Section #51, the School Department and the School Clericals agree to form a subcommittee that will be charged with developing a criteria that will be applied to the determination of placement in category. Any actual changes in category will be negotiated by the parties in the next successor collective bargaining agreement.
5. This agreement will be null and void unless approved by the Portsmouth City Council.
6. The terms of the Memorandum of Agreement are a one-time event, and do not set any binding precedent on either party.
7. With the exception of those changes outlined above, all of the remaining terms of the CBA will remain in place and will continue in full force and effect through June 30, 2019.

Dated: 3/20/18

Dated: 3/6/18

Dated: \_\_\_\_\_



Portsmouth School Board



School Clerical Unit

Approved by the Portsmouth City Council

**AGREEMENT**

**SCHOOL ADMINISTRATIVE UNIT NO. 52**

**CITY OF PORTSMOUTH, NH**

**AND**

**CLERICAL EMPLOYEES**

**PORTSMOUTH SCHOOL DISTRICT**

**Three Year Agreement**

**July 1, 2015 through June 30, 201~~8~~<sup>9</sup>**

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**NEA/NH – ASSOCIATION  
PREFACE**

The School Board agrees that the provisions of this Agreement shall be applied to all employees without discrimination due to race, color, religion, sex, age, marital status, national origin, sexual orientation, disability or Veteran status. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Association because of their membership therein or their activities in behalf of the Association in accordance with the provisions of RSA 273-A.

All references to employees in this Agreement are intended to designate both sexes, and whenever the female gender is used, it shall be construed to include male and female employees.

**WITNESSETH**

Whereas, the NEA/NH establishes itself as the exclusive representative of the Clerical employees of the Portsmouth School District who are members of the unit and on regular active duty for the District and enrolled on the School Board’s payroll, now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows:

**AGREEMENT**

This signed agreement is made and entered into by the School Board, City of Portsmouth, New Hampshire, hereinafter called the District, and the National Education Association/New Hampshire, hereinafter called the NEA/NH-Association representing the Clerical employees of the Portsmouth District. Association as defined on page 1, Section I, Recognition.

**SECTION #1**

**RECOGNITION**

Whenever used in the Agreement, the word “employee(s)” shall refer to a person or persons actively and regularly engaged in School Board work or enrolled on the regular payroll of the School Board of the City of Portsmouth, New Hampshire.

The School Board hereby recognizes that the Association is the sole and exclusive representative of the certified NEA/NH Association unit of permanent employees of School Board with the purpose of bargaining in respect to wages, hours of work, and working conditions in accordance with the provisions of Chapter 273-A:1: Public Employment Labor Relations Board (PELRB). School Board shall accord proper courtesy and respect to representative of NEA/NH Association when discussing mutual concerns of this Agreement.

**SECTION #2**

**MANAGEMENT RIGHTS**

It is understood that the School Board shall have the exclusive control of its operation. Nothing in this Agreement shall be deemed to limit the District in any way in the exercise of the regular and customary functions of Management.

The School Board agrees for itself and any of its authorized agents that it will not bargain with individual employee(s).

**SECTION #3**

**LABOR AGREEMENT**

The NEA/NH Association agrees for itself and its members that no member shall have the right to bargain individually with the District or any of its authorized agents on matters pertaining to wages, hours of work, or other conditions of employment.

It shall be the right of the NEA/NH Association to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management exercising the above-mentioned rights.

**SECTION #4**

**LABOR/MANAGEMENT MEETING**

A meeting between the Portsmouth School Department's Personnel Director, or a designee of the Superintendent of Schools who handles personnel matters, and the President and Vice-President of the Clerical Unit shall take place when requested by either party. The purpose of the meeting will be to facilitate open communication between the parties.

**SECTION #5**

**CONTRACTING OUT**

The School Board agrees that work or services presently performed shall not be subcontracted, transferred, leased, assigned, or conveyed, whole or in part, to any other agency, person, private contractor, or non-unit employee where such work or services can be performed by present employees.

**SECTION #6**

**INITIATION OF NEGOTIATIONS**

It is the intent of the parties to comply with State Law as regards to the initiation of negotiations.

The parties shall set the first session on a mutually agreed date.

**SECTION #7**

**DUES DEDUCTION**

Upon presentation of a signed authorization card by the employee to the Office of the Superintendent of Schools, the School Board agrees to deduct the official dues of said NEA/NH Association from the wages of each Clerical employee and pay the total amount of dues collected to the Treasurer of the Local NEA/NH, PACE (Portsmouth Association of Clericals in Education) bi-weekly, along with a statement indicating who has paid dues.

The NEA/NH Association will keep the School Board informed of the correct names and addresses of the Treasurer and Building Representative of NEA/NH PACE.

If an employee has no check coming to him/her, or if the check is not large enough to satisfy the dues, then no deduction will be made. In no case will the School Board attempt to collect fines or assessments for the NEA/NH Association beyond the regular dues deduction.

Maintenance of membership requires that any Clerical employee who wishes to withdraw from membership in the NEA/NH Association shall so stipulate in writing to the steward in those ten (10) days immediately prior to the anniversary date of the employee's original authorization for dues withholding.

**SECTION #8**

**NEA/NH, ASSOCIATION SECURITY CLAUSE**

It is recognized that the Negotiations for and administration of the Agreement entail expenses which appropriately should be shared by all employees who are beneficiaries of the Agreement. To this end, if an employee in the bargaining unit does not join the NEA/NH Association, such employee will, as a condition of employment by the Board, execute an authorization for the deduction of a "Representation Fee" which shall be a sum equivalent to

the membership dues and assessments required to be paid by members of the NEA/NH Association, which sum shall be retained for a scholarship fund. Award will be made to a graduating senior at Portsmouth High School who has matriculated in the Business Education Program. Preference in receiving the award shall be given to family members of bargaining unit employees. The Committee to award the scholarship shall be made up of two administrators, two members of the NEA/NH Association, and one member of the representative group. The scholarship shall be given in the name of the Portsmouth Association of Clericals in Education.

## **SECTION #9**

### **PROBATION**

Whenever the Portsmouth School Board hires a new employee, or rehires a person previously employed in this bargaining unit following a break of employment of one (1) year or more (except for the reasons listed in Section 18), these employees shall serve a probationary period. This period will be no less than ninety (90) consecutive days, but this number may be extended up to a maximum of one hundred eighty (180) consecutive days, when the additional time is needed to evaluate the employee. If this extension of the probationary period is to be made, it must be requested by the immediate supervisor/building principal to the Personnel Office. During this period the employee shall be granted full coverage of the following benefits to which he/she is entitled, as soon as possible from his/her date of hire, carrier permitting.

- \* Health Insurance
- \*Dental Insurance
- Sick Days
- Bereavement Leave
- \*Long-Term Disability
- \*Life Insurance

\*Carrier requires a two (2) week lead time prior to the first of the month.

All other contract provisions and benefits shall be granted to the employee upon completion of the probationary period.

Employees shall have no seniority rights during this period. All employees who have worked the probationary period shall be known as permanent employees, and the probationary period shall be considered part of the seniority time.

Except as provided above with respect to probation only, persons previously employed in this bargaining unit who are rehired by the School Board shall be treated in all other respects under the terms of this contract as new employees.

## SECTION #10

### CLASSIFICATION OF EMPLOYEES

**Permanent Employee** An employee who has completed the probationary period. This period will be no less than ninety (90) consecutive days, but this number may be extended to a maximum of one hundred and eighty (180) consecutive days.

**Category A:** An individual who is employed fifty-two (52) weeks per year in a position consisting of at least five (5) days per week and at least seven (7) hours per day. The yearly minimum would be 1820 hours. These employees shall be entitled to all benefits including full vacation and sick leave benefits, Health Insurance, life insurance, long-term disability, bereavement leave, personal days in accordance with section 19.6.

**Category B:** An employee who works any combination of numbers of weeks, days per week, and hours per day that total a minimum of 1560 hours yearly.

Vacation and sick leave will be prorated based on:

Number of hours worked  
1950 = proration factor (Persons employed prior to July 1, 2003 who remain employed will be grandfathered at 1820.)

These employees will be entitled to vacation, sick leave, Health Insurance, life insurance, long-term disability, bereavement leave, personal days in accordance with Section 19.6.

**Category C:** Any individual hired after June 30, 1993 who works less than 1560 hours and at least 899 hours per year regardless of number of weeks, days, or hours shall receive sick leave, Health Insurance, life insurance, long-term disability, bereavement leave, personal days in accordance with Section 19.6, and five vacation days. At the beginning of the sixth year of employment, Category C employees will be eligible for six (6) days of vacation. At the beginning of their 11<sup>th</sup> year, Category C employees will be eligible for eight (8) days of vacation. At the beginning of their 13<sup>th</sup> year, Category C employees will be eligible for ten (10) days of vacation.

Sick leave will be prorated based on:

Number of hours worked  
1820 proration factor

Employees working less than 899 hours will not receive benefits.

Those bargaining unit members employed in the 1992-93 school year who may work fewer than 899 hours per year shall be “grandfathered” for the benefits listed above.

## **SECTION #11**

### **HOLIDAYS**

Because of the school calendar, the following shall be designated as holidays for Category A and B employees, providing they are within their contracted work schedule:

New Year’s Day  
Martin Luther King Day (provided it is not a regular school day)  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day (provided it is not a regular school day)  
Veterans’ Day  
½ day before Thanksgiving (if there is ½ day of school)  
Thanksgiving Day  
Day after Thanksgiving Day  
½ day before Christmas  
Christmas Day  
Day after Christmas Day  
Day before New Year’s Day

The following shall be designated as holidays for Category C employees (school year personnel):

New Year’s Day  
Martin Luther King Day (provided it is not a regular school day)  
Memorial Day  
Labor Day  
Columbus Day (provided it is not a regular school day)  
Veterans’ Day  
½ day before Thanksgiving (if there is ½ day of school)  
Thanksgiving Day  
Day after Thanksgiving Day  
½ day before Christmas  
Christmas Day  
Day after Christmas Day

Should a holiday fall on a Sunday, it will be celebrated on Monday and all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday.

If an employee works on a holiday included in his/her Notice of Intent to Employ, he/she will be entitled to time and a half for the hours worked in addition to the straight pay received for that day via his/her prorated annual salary.

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

## SECTION 12

### VACATIONS

All permanent employees shall be paid for actual time worked, all approved leaves, and all approved holidays; and the School Board shall endeavor to keep the permanent employees continually at work.

All Category A and B employees shall receive a paid vacation. The employee's anniversary date of hire will be used to determine the amount of vacation time due. Vacation pay will be based on an employee's regular rate of pay following the schedule listed below. Seniority shall be the determining factor in the selection of vacation time. Vacation may be taken upon approval of the building administrators.

First three months:	None
After three months and up to 1 year:	Prorated @ .8333 days per month or 6.24 hours per month
At beginning of: 2 <sup>nd</sup> year	10 working days or 75 hours
3 <sup>rd</sup> year	10 working days or 75 hours
4 <sup>th</sup> year	10 working days or 75 hours
5 <sup>th</sup> year	10 working days or 75 hours
At beginning of: 6 <sup>th</sup> year	15 working days or 112.5 hours
7 <sup>th</sup> year	15 working days or 112.5 hours
8 <sup>th</sup> year	15 working days or 112.5 hours
9 <sup>th</sup> year	15 working days or 112.5 hours
10 <sup>th</sup> year	15 working days or 112.5 hours
At beginning of: 11 <sup>th</sup> year	20 working days or 150 hours
12 <sup>th</sup> year	20 working days or 150 hours
13 <sup>th</sup> year	20 working days or 150 hours
14 <sup>th</sup> year	20 working days or 150 hours
15 <sup>th</sup> year	20 working days or 150 hours
At beginning of: 16 <sup>th</sup> year	21 working days or 157.5 hours
17 <sup>th</sup> year	22 working days or 165 hours
18 <sup>th</sup> year	23 working days or 172.5 hours
19 <sup>th</sup> year	24 working days or 180 hours



20 <sup>th</sup> year	25 working days or 187.5 hours
21 <sup>st</sup> year	26 working days or 195 hours
22 <sup>nd</sup> year	27 working days or 202.5 hours
23 <sup>rd</sup> year	28 working days or 210 hours
24 <sup>th</sup> year	29 working days or 217.5 hours
25 <sup>th</sup> year	30 working days or 225 hours

No employee shall be permitted to accrue in excess of one and one-half (1 ½) times his/her annual earned vacation (i.e., employees who earned ten (10) days per year shall have no more than fifteen (15) days vacation to their credit at any one time).

Upon termination of employment, the School Board shall pay to the employee an amount equal to one hundred percent (100%) of unused vacation leave earned prior to the date of termination of employment regardless of reason for that termination with the School Board.

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

Category C personnel will receive vacation days in accordance with Section 10 to be arranged between the employee and his/her supervisor with regard to agreement of his/her request. These will be non-accumulative.

Employees hospitalized during vacations may convert those days to sick leave.

**SECTION 13**

**WORKERS’ COMPENSATION**

Workers’ Compensation benefits will be provided as specified in the New Hampshire statutes. In cases where an employee is on total disability, the School Board will automatically pay to the employee the difference between the Workers’ Compensation benefits and the employee’s take-home pay.

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

**SECTION 14**

**PROMOTIONS AND TRANSFERS**

The School Board reserves the right and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty but shall be governed by seniority when equal qualifications are present.

All employees who are successful candidates for a vacancy or new job will be given a probationary period of 90 consecutive days, which may be extended up to a maximum of 180 consecutive days when additional time is necessary to evaluate the employee.

All unit vacancies that are to be filled, and all new jobs, must be posted for ten (10) working days in each school to allow employees the opportunity to apply for those jobs. All employees subject to this paragraph are required to give a minimum of ten (10) days notice prior to termination. These vacancies and new jobs shall be filled within thirty (30) working days after posting expires or within a reasonable time allowing the School Board to make the most appropriate decision for the school system. If vacancies are not filled or cannot be filled, the School Board agrees to notify the President and Building Representatives in writing, stipulating reasons for the decision. The President and Building Representatives shall receive copies of all unit vacancies and new jobs.

Job postings shall include job title, category, location, range of pay, hours of work, date of beginning work, permanent or temporary. All job postings shall include the date of posting. Job specifications will be provided to the candidates upon request and sent to the Association President along with the posting.

## **SECTION #15**

### **EVALUATION**

Prior to June 1, each employee shall receive a written copy of her annual evaluation. Such evaluation shall be ongoing and shall be done by the employee's immediate supervisor or building administrator. Designed to promote professional growth, the evaluation shall be as positive in nature as possible.

A conference between the immediate supervisor and/or building administrator and the employee will be held to discuss the evaluation. A copy of the evaluation shall be given to the employee at least two days prior to this conference. As a result of the conference, modification may be made in the written document prior to its placement in the employee's file.

No evaluation which has not been shown to the employee may be placed in the file. The employee shall sign the evaluation, however, such signature shall indicate only that it has been reviewed and shall not necessarily indicate concurrence with the contents. The employee shall have the right to attach a written response to her evaluation.

## **SECTION #16**

### **HIRING PROCEDURES**

Credit will be given for prior job-related experience as determined by a review of resume by the Superintendent or designee when hiring new employees to the system. Salary consideration will be commensurate with experience and ability. No employee may be hired

beyond the second (2<sup>nd</sup>) step on the pay schedule. Effective July 1, 2010, new employees may be hired at step 3. Effective July 1, 2012, new employees may be hired at Step 4.

## **SECTION #17**

### **DISCIPLINARY PROCEDURES**

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

All written warnings, suspensions, and discharges shall be placed in the employee's personnel record and shall describe the reason for the disciplinary action. A copy will be provided to the employee and the union president at the time the discipline is administered.

Disciplinary action shall normally follow this order:

- a. verbal warning
- b. written warning
- c. suspension without pay (one day minimum, five days maximum)
- d. discharge

An employee may be suspended or discharged for the following reasons:

- a. incompetency or inefficiency
- b. insubordination
- c. intoxication while on duty
- d. conviction of a felony
- e. unauthorized absence from duty

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

All employees shall have the right to review their records upon twenty-four (24) hours' notice to the Office of the Business Administrator.

## **SECTION #18**

### **SENIORITY**

An employee's seniority shall commence with the hiring date and continue as long as he/she is employed by the School Board. The current seniority list will be grandfathered and all new employees will be added to the list based on the date they are hired into the PACE bargaining unit.

Seniority shall be defined as having priority over or being given preference to because of continuous years of service.

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

Illness resulting in total/temporary disability due to his/her regular work with the School District, certified to by an affidavit from Workers' Compensation carrier.

Illness not the result of his/her misconduct resulting in total/temporary disability, certified to by a physician's affidavit.

Duty with the Armed Forces.

Reduction in Force.

## **SECTION #19 LEAVES**

### **19.1 Extended Leaves of Absence**

Upon approval of the Superintendent, leaves of absence without pay not to exceed two (2) years may be granted.

Extended leaves of absence will be granted only upon completion of three (3) years of employment in the Portsmouth School System.

All requests, extensions, renewals, early returns or other modifications of leaves shall be made in writing to the Superintendent of Schools. The response shall also be in writing.

Employees on extended leaves approved by the School Department may continue insurance benefits by paying monthly premiums as charged by the carrier at the time the premium is paid for the appropriate level of benefits if the carrier permits such an arrangement.

### **19.2 Bereavement Days**

Funeral leave will be granted as follows:

Not to exceed three (3) days:

1. Brother-in-law
2. Sister-in-law
3. Grandparent
4. Aunt or Uncle
5. Niece or Nephew
6. A blood relative or dependent residing in the same household.
7. Daughter-in-Law
8. Son-in-Law

Not to exceed five (5) days:

1. Parent
2. Sister
3. Brother
4. Parent-in-law

Not to exceed seven (7) days:

1. Husband, wife or civil union partner
2. Child

Extensions may be granted by application to the Superintendent.

Bereavement leave may be granted if approved by the Superintendent for the death of a close friend. The Superintendent shall have the discretion to set the number of days allowed based on the circumstances.

### 19.3 Civil Leave

Upon approval of the Superintendent, anyone who is subpoenaed as a witness in a city or criminal case or who is called for service on a jury will be granted paid leave for the period of time he/she is unable to report to work.

Application for leave will be made in advance and submitted with a copy of the subpoena. The clerical shall transmit any monies received from such assignment, other than those paid for personal expenses (e.g. travel) to the Portsmouth School Department Business Office.

### 19.4 Adoption Leave

Any clerical employee adopting an infant may be granted a leave of absence not to exceed one (1) year without pay. Such leave shall commence upon receipt of de facto custody of said infant, or up to two (2) months earlier if necessary to fulfill requirements for adoption.

All benefits to which the clerical employee was entitled at the start of the leave, including accumulated sick leave, shall be restored upon return to work. The clerical may keep health insurance benefits in force under the present carrier while on leave by paying the premium cost to the School Department on a schedule suggested by the Business Administrator.

### 19.5 Maternity Leave

Upon application of the employee, a maternity leave of absence without pay shall be granted to permanent, full time female employees who have been employed at least one (1) year before said application; said leave to commence at the time recommended by the employee's attending physician and to extend for a period not to exceed one (1) year after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with

this provision shall fail to return to work upon the expiration of such leave of absence, she shall be deemed to have voluntarily terminated her employment, unless she has been certified by her physician as being physically unable to perform her duties.

Upon application of the employee, a paternity leave of absence without pay shall be granted to permanent, full time male employees who have been employed at least one (1) year before said application; said leave not to exceed one (1) year after the birth of the child. If an employee who has been granted a paternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, he shall be deemed to have voluntarily terminated his employment.

An employee shall be entitled to use her accumulated sick leave benefits with pay until she has depleted that accumulation. The date of entitlement shall commence from the date of confinement or the birth of the child, during which time the employee is certified as being unable to perform her regular duties, as verified by an affidavit of the attending physician every thirty (30) days. Requests for such sick leave benefits must be submitted in writing to the School Board no later than thirty (30) days after the date of confinement, in order to be eligible for sick leave benefits.

Extensions of the sixty (60) day paid sick leave benefits may be made by the School Board if circumstances so warrant.

All benefits to which the clerical employee was entitled at the start of the leave, including accumulated sick leave, shall be restored upon return to work. The clerical may keep health insurance benefits in force under the present carrier while on leave by paying the premium cost to the School Department on a schedule suggested by the Business Administrator.

#### 19.6 Personal Leave

Clerical employees may receive two (2) days personal leave for business which cannot be transacted any other time. Whenever possible, a twenty-four (24) hour notice shall be given. No employee shall take a personal day preceding or subsequent to any vacation period or school holiday or an election day unless upon approval from the Superintendent of Schools. Effective July 1, 2000, employees with five (5) years of service will receive an additional non-cumulative personal day for a total of three (3) personal days per year.

#### 19.7 Sick Leave

Sick leave without loss of pay or other benefits shall be computed at the rate of one and one-quarter ( 1 ¼ ) days per month, or fifteen (15) days per year, and may be accumulated to two hundred fifty (250) days. Employees hired after July 1, 1990 may accumulate sick leave only to one hundred fifty (150) days.

Sick leave shall be used for self or, when imperative, to care for an immediate member of the employee's family. Employees may utilize no more than fifteen (15) sick days in any school year to care for a family member. In the event of prolonged absence as a result of accident or illness, the SCHOOL BOARD will consider circumstances that might warrant extension of full or partial sick pay.

The Board agrees to pay seventy-five percent (75%) of all accumulated sick days in a cash payment at the per diem rate which the clerical last earned to any clerical who retires under the New Hampshire State Retirement System or to the estate of the employee if the employee dies while employed in the bargaining unit. Prior notice of retirement must be given a year in advance. Employees hired after July 1, 1996 or their estates shall receive no payment for sick leave upon death, retirement or termination.

The School Board agrees to notify each employee in writing of accumulated sick leave days once a year in the month of July. All paid sick leave shall be counted as hours worked when computing overtime.

#### 19.8 Sick Day Conversion

The Board will provide one (1) day of additional pay, at the rate of the pay the clerical is presently earning, to any clerical employee who has used no personal or sick days during the employment year.

### **SECTION #20**

#### **MEETING LEAVE ALLOWANCE**

When an employee is elected president of NEA/NH Association and has work to do which takes him/her away from his/her regular employment with the district, he/she shall, at the written request of the NEA/NH Association, be granted a leave of absence up to three (3) work days per year with full pay and no loss of seniority or other benefits.

Employees elected as delegates to either the NEA/NH Association National Convention, or New Hampshire State Convention, shall be allowed a leave of absence with no loss of pay, not to exceed one (1) working day per year. Two (2) NEA/NH Association employees shall be entitled to attend either of the above-mentioned conventions (one (1) to each).

### **SECTION #21**

#### **HOURS OF WORK**

The normal work week will consist of five (5) consecutive days, Monday through Friday. Employees normally work a seven and one-half (7 ½) hour day.

All time worked in excess of the normal work week shall be paid at the rate of time and one-half (1 ½), or compensatory time will be awarded if requested by the employee and approved in writing by the employee's supervisor.

The Portsmouth School District shall retain the right to schedule working hours which in the opinion of the School Board and Superintendent of Schools best serve the school district and its constituents. Except in the case of extreme emergency conditions, the employee workday shall be scheduled between the hours of 6:00 a.m. and 5:00 p.m.

The work schedule in effect shall be changed only after consultation of both parties.

## **SECTION #22**

### **TRAVEL**

#### Business Trips

Clerical employees requested by their immediate supervisor to make a local trip on behalf of the School Department on school business will be paid \$2.00 per trip.

## **SECTION #23**

### **RETIREMENT**

The School Department shall enroll clerical employees in the New Hampshire Retirement System in accordance with the provisions of RSA 100-A.

## **SECTION #24**

### **BULLETIN BOARDS**

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

## **SECTION #25**

### **WORK REDUCTION OR LAYOFFS**

The district will lay off based on seniority and job capability and rehire based on seniority and job capability. All employees who have been laid off will be kept on a re-employment list for a maximum of two (2) years. Qualified and available permanent employees shall be reinstated before new employees are hired.



Should it become necessary for the District to reduce the work force (lay off), employees will receive as much advanced notice as possible, and there must be a minimum of one (1) pay period. The employee with the least seniority within job capability will be laid off first. The reverse procedure shall be implemented for recall before new employees are hired. If an employee on the re-employment list refuses recall to a job similar to the one from which he/she was laid off, and which is in the same job category and pay classification and with the same or greater number of hours, said employee's seniority will terminate and he/she shall forfeit any further re-employment rights. Employees will have seven (7) days to decide to accept recall. Notice mailed to the last recorded address will be considered appropriate method of notification. All benefits to which the clerical was entitled at the start of the reduction in force, including accumulated sick leave, shall be restored upon return to work. The employee shall not be entitled to accrue sick leave or vacation during the time period when they are not employed by the School Department.

## **SECTION #26**

### **STABILITY OF AGREEMENT**

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

## **SECTION #27**

### **OVERTIME**

Overtime shall be awarded to employees who are qualified to do the work and will be offered to employees of the building where the overtime work occurs. The employee who routinely performs the work will have first preference for the overtime.

All employees shall receive time and one-half (1 ½ ) for all hours worked over the normal work week as defined in SECTION 21.

## **SECTION #28**

### **CALL-IN TIME**

When employees are called in to work outside of their regularly scheduled working hours, they will be paid a minimum of two (2) hours at time and one-half (1 ½).

## **SECTION #29**

### **SAFETY**

The School Board shall make regulations to ensure the safety and health of its employees during their working hours of employment. Representatives of the School Board and the Association may meet once in ninety (90) days at the request of either party to discuss such regulations. The NEA/NH Association agrees that its members who are employees of the School Board will comply with the School Board's rules and regulations relating to safety, economy, and efficiency of services to the School Board and to the public.

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

## **SECTION #30**

### **GRIEVANCE PROCEDURE**

A grievance for the purpose of this Agreement is a complaint against the employer by an employee(s) or the NEA/NH Association with respect to the meaning and/or application of a provision(s) of this Agreement.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the Board level. A decision on the grievance at the Board level 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 specified time limits shall be deemed to be acceptance of the decisions rendered at that step.

A grievance must be filed within fifteen (15) working days of its occurrence or within fifteen (15) working days of the time the employee, by reasonable diligence, learned of its occurrence. Grievances shall be processed in the following manner:

#### **STEP I**

Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. A NEA/NH Association representative may be present if requested. A decision shall be rendered to the aggrieved in five (5) working days. This decision shall be in writing.

#### **STEP II**

An unfavorable decision by the immediate supervisor may be appealed in writing to the Business Administrator within five (5) working days, and he has five (5) working days to render his decision in writing.

### STEP III

An unfavorable decision by the Business Administrator may be appealed in writing to the Superintendent of Schools within five (5) working days. The Superintendent of Schools shall render a written decision within twelve (12) working days.

### STEP IV

If the grievance is not resolved to the grievant's satisfaction, he/she and the NEA/NH Association, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. The Board shall review the grievance and hold a hearing within thirty (30) school days. A decision in writing shall be rendered within fifteen (15) calendar days of the hearing.

### STEP V

Should the decision of the School Board be unsatisfactory, any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this Agreement may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. The cost of said arbitration will be borne equally by both parties regardless of the outcome. All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred. The Arbitrator shall have no authority to alter, amend or change the terms of this Agreement in the course of ruling on a grievance. The Arbitrator's ruling shall be subject to review pursuant to RSA 542.

If the Association wishes to submit a grievance to arbitration, the Association must notify the School Board in writing within fifteen (15) days of its receipt of the decision of the Board.

Any step may be bypassed by mutual agreement or failure to respond.

## **SECTION #31**

### **BONDING OF EMPLOYEES**

The School Board will provide that those employees whose duties include responsibility for the handling of monies will be bonded and that those employees will be rendered safe from

prosecution if those monies are destroyed, stolen, damaged, or lost through no fault or negligence of the employee in charge.

## **SECTION #32**

### **HEALTH INSURANCE**

The employee's premium share for any SchoolCare plan (Single, 2-Person, Family) will be fourteen percent (14.0%) of the total premium. The City's share of the total premium of any SchoolCare plan will be eighty-six percent (86.0%).

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

Starting on July 1, 2016, the District will offer full-time employees only the Consumer Driven Health Plan (CDHP) issued by Cigna Insurance under its SchoolCare Plan of the New Hampshire School Health Care Coalition. The employee's premium cost share for the CDHP (single, 2-person or family option) will be 5% of the total premium. The District's premium cost share will be 95% of the total premium. If, at any time after November 1, 2017, the cost of the CDHP exceeds the threshold level(s) for assessment of the Cadillac Tax under the ACA, the parties will immediately reopen the contract on the issue of health insurance only, for the purpose of selecting a replacement plan that does not exceed the threshold level(s) for assessment of the Cadillac Tax under the ACA. If the parties are not able to agree on a replacement plan, the District's total contribution to health insurance coverage (including premiums, additional taxes and assessments) will not exceed the current threshold levels for assessment of the Cadillac Tax under the ACA (\$10,200 for a single plan and \$27,500 for a two person/family plan).

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this ~~threefour~~ (34) year agreement, such plan would only become effective if ratified by the Association, approved by the School Board, and approved by the City Council.

## **SECTION #33**

### **DENTAL INSURANCE**

The School Board agrees to provide) CIGNA Dental or an equivalent plan and pay one hundred percent (100%) of the premium cost for single, two person, or family plan.

**SECTION #34**

**LIABILITY INSURANCE**

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

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

**SECTION #35**

**LIFE INSURANCE**

The School Board shall provide one hundred percent (100%) of term life insurance for all employees equal to twice the annual salary of each employee for that fiscal year. It is understood that employees age 70 and over will have their benefits reduced in accordance with the certificate schedule attached as Amendment #1 to this Agreement. Additional life insurance may be purchased by the employee with payment for such additional insurance deducted in equal payments from the employee's salary. An employee's life insurance shall start on the first day of the month following his/her date of hire.

**SECTION #36**

**LONG TERM DISABILITY**

The School Board will purchase income protection insurance for each employee to begin on the 91<sup>st</sup> day of disability in an amount equal to 66 2/3% up to \$2,000 of the monthly salary of the employee at the date of disability. Said insurance shall run until age sixty-five (65) and shall be coordinated with Social Security benefits. An employee's long term disability insurance shall start on the first day of the month following his/her date of hire.

**SECTION #37**

**UNEMPLOYMENT COMPENSATION**

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

**SECTION #38**

**COPY EQUIPMENT**

The School Board agrees to allow the use of its copying equipment to members of the Clerical Association when the purpose is to provide notice and information to its membership. This work will be performed during a time when the machines are not in use, when the employee is off duty, and the materials will be supplied by the Association.

**SECTION #39**

**LIMITATIONS**

Nothing in this Agreement, either by inclusion or exclusion, shall be so interpreted as to limit any benefits now enjoyed by the Clerical employees in this Agreement.

**SECTION #40**

**PHONING FOR SUBSTITUTE PERSONNEL**

Effective July 1, 2008, clerical employees who perform the service of phoning for substitutes shall be paid an annual stipend of forty-three dollars (\$43.00) times the number of staff members the clerical is responsible for, based on the number of staff as of October 1st of each year. No clerical responsible for phoning substitutes shall receive less than three hundred fifty dollars (\$350.00) for performing those services for a full school year. (These amounts are to be paid by separate check – fifty percent (50%) in the first paycheck of December, and fifty percent (50%) in the first paycheck of June.)

Adjustments may be made by the Building Principal and the employee, such as compensatory time in lieu of remunerations.

Posting of the assignment shall be made among clerical employees whenever a vacancy occurs.

**SECTION #41**

**SUBSTITUTE PHONING  
CELL PHONE USAGE**

The District will compensate those clerical employees who phone for substitute personnel for a full school year an additional \$100 per school year for their cell phone minutes/usage.

**SECTION #42**

**HIGHER RATE ASSIGNMENT**

Any employee who shall perform duties paying a higher classification shall be paid at the higher rate while performing such duties, but at no time shall an employee be paid at a lower rate than that for which he/she is classified. Effective upon the date of ratification of this Agreement, hourly paid employees in the bargaining unit will be compensated on a plus rate basis of one pay step (no less than five percent (5%) to the nearest whole cent) above her present rate or the entrance rate, whichever is higher, for working in higher level classifications. For each completed week of work in such higher level assignment, the higher level of pay will commence on the sixth (6<sup>th</sup>) day of the assignment.

**SECTION #43**

**JOB BIDDING**

No employee shall be restricted from applying for a posted job vacancy and may exercise this right in applying for any job of his/her choice whether the position is for a higher classification or a lower classification. If, after a sixty (60) day trial period, the employer or the employee desires the employee to return to the original position, the return will occur within thirty (30) days.

**SECTION #44**

**A. EDUCATIONAL INCENTIVE REIMBURSEMENT**

The following educational reimbursement policy will apply to members of the bargaining unit covered by this policy.

The District agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program. Based upon the following standards, the District agrees to budget four thousand dollars (\$4,000.00) per year. Courses must be approved in advance by the employee's supervisor as meeting the requirements that the course is related to the employee's job or part of a career development program. Approval must be obtained through the Superintendent's Office for payment of the course.

Not more than five hundred dollars (\$500.00) will be paid to any employee in any fiscal year for course reimbursement unless by May 30<sup>th</sup> there are unused monies remaining in this fund. In that event, clericals who have taken courses in excess of the original five hundred dollars (\$500.00) allotment may submit their receipt for payment of a second reimbursement. This

will be awarded on a first-come first-serve basis. This second reimbursement will not exceed a five hundred dollars (\$500.00) payment.

Approval of courses will be considered on the number of employees and the funds available.

**B. EDUCATIONAL CONFERENCES**

The SAU agrees to appropriate two thousand dollars (\$2,000) per contract year for members of the clerical staff to attend the New Hampshire Association of Educational Office Professionals (NHAEOP) Conference held in May. Approval of the number attending the conference will be determined by the Superintendent of Schools. Unused monies in the course reimbursement account as of March 1st will be available for the NHAEOP Conference.

**SECTION #45**

**LONGEVITY**

Longevity will be based on the number of completed contract years and will be paid as follows:

	<u><b>2015-16</b></u>
Five (5) years	\$ 657
Six (6) years	\$ 686
Seven (7) years	\$ 716
Eight (8) years	\$ 746
Nine (9) years	\$ 775
Ten (10) years	\$ 804
Eleven (11) years	\$ 848
Twelve (12) years	\$ 878
Thirteen (13) years	\$ 907
Fourteen (14) years	\$ 936
Fifteen (15) years	\$ 966
Sixteen (16) years	\$ 995
Seventeen (17) years	\$1,024
Eighteen (18) years	\$1,053
Nineteen (19) years	\$1,083
Twenty (20) years	\$1,112
Twenty-one (21) years	\$1,142
Twenty-two (22) years	\$1,171
Twenty-three (23) years	\$1,200
Twenty-four (24) years	\$1,230
Twenty-five (25) years	\$1,259
Twenty-six (26) years	\$1,288
Twenty-seven (27) years	\$1,317
Twenty-eight (28) years	\$1,347
Twenty-nine (29) years	\$1,376
Thirty (30) years	\$1,406



Longevity is to be paid in a separate check on the first payday in December. The stipends will be increased by a COLA (annual rolling 10-year average CPI-U between 2% and 5%) on July 1, 2015, July 1, 2016, ~~and~~ July 1, 2017 and July 1, 2018.

**SECTION #46**

**HOURLY RATE SCALE**

Effective July 1, 2015, all Employees will remain on their current step. Effective on July 1, 2015, the CLERICAL BASE RATE SCALES will be changed to the following: This base rate scale reflects the 2% rolling COLA for the 2015-2016 school year.

**CLERICAL BASE RATE SCALES  
2015-2016**

**CATEGORY I**

STEP 1	14.92
STEP 2	17.38
STEP 3	17.60
STEP 4	17.82
STEP 5	18.18
STEP 6	18.54

***CATEGORY II***

STEP 1	17.55
STEP 2	20.50
STEP 3	20.78
STEP 4	21.04
STEP 5	21.46
STEP 6	21.89

**CATEGORY III**

STEP 1	20.34
STEP 2	23.11
STEP 3	23.39
STEP 4	23.72
STEP 5	24.19
STEP 6	24.67

Effective on July 1, 2016, ~~and~~ July 1, 2017 and July 1, 2018, employees will advance to the next highest step in their Category, except that in order to advance to Step 6, an employee must have first completed at least 5 years of employment with the District.

Effective July 1, 2015, and July 1 of each year from July 1, 2015 through June 30, 201~~7~~8, a COLA (Cost Of Living Adjustment) percentage increase shall be computed which shall not be less than two percent (2%) nor more than five percent (5%).

The COLA percentage shall be determined by the ten (10)-year rolling average of the CPI-U for the Boston-Brockton-Nashua-MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. The Bureau of Labor Statistics' 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 base as used by BLS.

Thus, if the ten (10)-year rolling average of the CPI-U for the Boston SMSA prior calendar year (November through November) 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 year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 201~~8~~9, that no further COLA adjustments after July 1, 201~~7~~8 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that the 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~~8~~9.

The parties agree that in the event that the City approves COLA increases, general wage increases, or general bonuses for fiscal years 2009 through 2014 for any other City or School District bargaining unit, except the Association of Portsmouth Teachers, that are greater than the increases generated under the COLA Adjustment clause in this contract, members of this bargaining unit shall be entitled to the same increases. This provision will not be applicable if:

a) Another bargaining unit receives COLA increases for fiscal years 2010 through 2014 in accordance with the same COLA formula in this contract, but not for fiscal year 2009.

b) Another bargaining unit receives COLA increases for fiscal years 2009 through 2014, but the total compounded impact is less than the total compounded impact the COLA adjustments provided by this contract. The total compounded impact is measured by the total new dollars generated on \$1000 in base wages over the term of the contract. For example, under this contract, \$1000 in base wages would generate \$507.24 in total new dollars for fiscal years 2009 through fiscal year 2014 (assuming 3% COLA increases for fiscal years

2011 through 2014). Partial year COLA adjustments shall result in pro-rated dollar increases for such years. (See Appendix A for calculations on this contract).

c) Another bargaining unit agrees to a contract through fiscal year 2013, then negotiates a different COLA adjustment for fiscal year 2014 as a part of a successor agreement.

d) Another bargaining unit receives general wage increases that might be mandated by an outside authority such as the Public Employee Labor Relations Board or under binding interest arbitration if such legislation ever is passed and becomes applicable to the bargaining units listed above.

### **CATEGORIES\***

Category I	Elementary School Clerical Assistant FUTURES Program Secretary
Category II	Accounting Clerical Assistant Athletic Department Secretary Central Office Receptionist/Clerical Assistant Department of the Arts Secretary, K-12 Elementary Library/Media Program Secretary Elementary Principal's Secretary (3) Food Service Program Secretary High School Assistant Principal's Secretary (2) High School Communications/Receptionist High School Guidance Department Secretary Math and Science Department Secretary/Clerical Assistant Middle School Guidance Department Secretary Middle School Principal's Secretary (2) PASS Secretary PEEP Secretary Reading/Title 1 Program Secretary Secondary Special Education Secretary Student Services Secretary
Category III	Accounting Assistant/Accounts Payable Administrative Assistant to the High School Principal Executive Assistant to the Assistant Superintendent Executive Assistant to the Business Administrator High School Registrar High School Scheduling/Grading Coordinator/Financial Assistant Payroll/Benefits Assistant Special Education Department Secretary

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\* To be updated to reflect current position titles.

Tech/Career and Computer Department Secretary  
Title 1 Program Parent Coordinator

**SECTION #47**

**COPIES OF AGREEMENT**

All employees shall be provided with a copy of this Working Agreement and all appendices at the School Board's expense. The Business Administrator shall comply with this provision no later than thirty (30) working days after the signing of this Agreement.

**SECTION #48**

**DURATION**

This Agreement shall be effective upon the approval of the cost items by the Portsmouth City Council. This Agreement shall expire on June 30, 2018. No cost item in this Agreement will have retroactive effect unless it is specifically noted in the Agreement, and the retroactive cost of such provision is specifically approved by the City Council. Persons not employed in the bargaining unit on the date the City Council approves the cost items will not be eligible for any retroactive payments or benefits.

**SECTION #49**

**PAYCHECKS**

Salary for clerical employees shall be calculated on an annual basis. Hourly wage times the number of hours worked and divided equally into twenty-one (21) or twenty-six (26) paychecks.

**SECTION #50**

**INTENT TO EMPLOY**

A minimum of eighty percent (80%) of bargaining unit members shall receive their Intent to Employ notices not later than June 1. The School Board may, because of budget considerations, delay the issuance of such notices up to twenty percent (20%) of bargaining unit members, however, no employee shall receive an Intent to Employ notice later than July 1.

Intent to employ notices will be issued by seniority. Those with greater seniority receiving notices on or before the earlier date.

**SECTION 51  
JOB DESCRIPTIONS**

The District, with the cooperation of the Association, will update all job descriptions and job titles by June 30, 2016 to reflect current job responsibilities. On or before December 31, 2017, the District will prepare and circulate to the Association the criteria to be applied to the determination of placement in category, with any actual changes in category to be negotiated by the parties in the next successor collective bargaining agreement.

**SIGNATURES**

Signed this \_\_\_\_\_ day of 20158.

PORTSMOUTH SCHOOL BOARD

PORTSMOUTH ASSOCIATION OF  
CLERICALS IN EDUCATION

\_\_\_\_\_  
~~Leslie Stevens Patrick Ellis~~  
Chair, Portsmouth School Board

\_\_\_\_\_  
Jay Dwyer  
NEA Staff Representative

\_\_\_\_\_  
Steve Zadavec  
Superintendent of Schools

\_\_\_\_\_  
~~Martha Rahn Karen Conway~~  
President, Portsmouth Association of  
Clericals in Education

\_\_\_\_\_  
~~Ann Walker~~  
School Board Member on  
Negotiating Team

\_\_\_\_\_  
~~Shirley O'Leary~~  
Negotiations Committee

\_\_\_\_\_  
~~Nancy Claybough~~  
School Board Member on  
Negotiating Team

\_\_\_\_\_  
~~Darlene Tracy~~  
Member, Negotiations Committee

\_\_\_\_\_  
~~Thomas Closson~~  
City Negotiator

\_\_\_\_\_  
~~Stephanie Long~~  
Member, Negotiations Committee

\_\_\_\_\_  
~~Dianna Fogarty~~  
Human Resources Director

\_\_\_\_\_  
~~Ellen Rhodes~~  
Member, Negotiations Committee

\_\_\_\_\_  
~~Joanne Simons~~  
Pupil Services Director

DRAFT




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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
CINCINNATI, OH	LONG ISLAND, NY	PHILADELPHIA, PA	SEATTLE, WA
CLEVELAND, OH	LOS ANGELES, CA	PHOENIX, AZ	STAMFORD, CT
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DETROIT, MI	MINNEAPOLIS, MN	PROVIDENCE, RI	

THOMAS M. CLOSSON  
DIRECT DIAL: 603.559.2729  
[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager John Bohenko and Portsmouth City Council  
From: Thomas M. Closson   
Re: Proposed Contract Extensions with the Portsmouth Police Unions  
Date: March 28, 2018

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I am pleased to recommend one year contract extensions with the three Portsmouth Police Unions: the Portsmouth Police Ranking Officers Association; the Portsmouth Police Patrolman's Union; and the Portsmouth Police Civilian Employees Association. These proposed contract extensions have all been approved by the Portsmouth Police Commission. As with the other contract extensions that I have recently presented to the City Council, these proposed contract extensions continue the current collective bargaining agreements until June 30, 2019, including annual COLA adjustments using the 10 year rolling average CPI-U of no less than 2% and no more than 5% on July 1, 2018. In my opinion, these extensions are fair and reasonable, and they meet the goals set by the City for its collective bargaining agreements. I will be happy to answer any questions that you may have.

**FY19 Budget - Collective Bargaining Agreement Extension**

FY19 Total **Without** COLA      **2% COLA COST**      FY19 Total **With** COLA

Civilian	1,586,871	<b>23,935</b>	1,610,807
Ranking	2,476,711	<b>40,654</b>	2,517,365
Local 11	5,134,121	<b>79,221</b>	5,213,342
	9,197,703	<b>143,811</b>	9,341,514

<b>Civilian</b>			
Salary	1,010,645	<b>20,213</b>	1,030,858
Holiday		-	-
Longevity	8,300	-	8,300
Special Detail		-	
Shift Differential		-	
Education Stipend		-	
Clothing	7,979	-	7,979
Health	347,748	-	347,748
Health Stipend	4,000	-	4,000
Dental	18,951	-	18,951
Retirement	110,134	<b>2,176</b>	112,310
Medicare	14,833	<b>293</b>	15,126
Social Security	63,917	<b>1,253</b>	65,171
Life Insurance	365	-	365
	1,586,871	<b>23,935</b>	1,610,807

<b>Ranking Officers</b>			
Salary	1,424,174	<b>28,483</b>	1,452,658
Holiday	62,978	<b>1,260</b>	64,238
Longevity	15,206	<b>304</b>	15,510
Special Detail	10,126	<b>203</b>	10,328
Shift Differential	12,054	<b>241</b>	12,295
Education Stipend	16,979	<b>340</b>	17,319
Clothing	15,186	<b>304</b>	15,489
Health	422,265	-	422,265
Health Stipend		-	
Dental	20,253	-	20,253
Retirement	453,669	<b>9,073</b>	462,742
Medicare	22,352	<b>447</b>	22,799
Social Security		-	
AD&D	163	-	163
Life Insurance	1,306	-	1,306
	2,476,711	<b>40,654</b>	2,517,365

<b>Local 11</b>			
Salary	2,827,754	<b>56,555</b>	2,884,309
Holiday	125,001	<b>2,500</b>	127,501
Longevity	15,142	<b>303</b>	15,445
Special Detail	29,331	<b>587</b>	29,917
Shift Differential	-	-	-
Education Stipend	44,500	-	44,500
Clothing	38,292	<b>766</b>	39,058
Health	1,058,768	-	1,058,768
Health Stipend	4,000	-	4,000
Dental	49,430	-	49,430
Retirement	896,358	<b>17,642</b>	913,999
Medicare	44,163	<b>869</b>	45,032
Social Security		-	
AD&D	-	-	-
Life Insurance	1,382	-	1,382
	5,134,121	<b>79,221</b>	5,213,342



WORKING AGREEMENT

Between

THE PORTSMOUTH POLICE COMMISSION

and

THE PORTSMOUTH POLICE

RANKING OFFICERS ASSOCIATION

July 1, 2014 to June 30, 20189

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DRAFT

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 its 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 and shall remain domiciled within that radius during their term of employment. (Amended: March 04, 1985, March 04, 1987, July 19, 2004, September 7, 2016)
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 Patrol Division or in the Investigative Division, 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 June 30, 2016, the salary schedule will be increased by a COLA of 2% (no retro). Effective July 1, 2016 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 July 1, 2017 and July 1, 2018, 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 four year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2018<sup>9</sup> that no further COLA adjustments after July 1, 2017<sup>8</sup> 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, 2018<sup>9</sup>.

Detectives shall receive the following annual stipends:

	July 1, 2014	July 1, 2016
To start	\$1,931.07 annually	\$2,009.09 annually
After 1 year	\$2,158.26 annually	\$2,245.46 annually
After 2 years	\$2,385.42 annually	\$2,481.79 annually

Ranking officers serving in the Patrol Division shall be paid an annual shift work differential of \$1,135.88 to be paid \$567.94 in December and \$567.94 in June. 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. 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 Chief's 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 Chief's 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 for 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.

For any Employee hired after January 1, 1990 who has 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 as of the date of execution 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. (Amended: September 7, 2016)

Employees hired after January 1, 1990 who become members of the ranking officers bargaining unit, shall have sick leave accrual for all purposes shall be capped at one hundred and fifty (150) days. (Amended: September 7, 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 accrue for all purposes and capped at one hundred fifty (150) days. (Amended 1997, September 7, 2016)

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 July 1, 2014 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**

2014-15	15.5%
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Effective December 1, 2016, 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 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)

**26A STIPEND GRANDFATHER LANGUAGE:**

The City will pay a stipend of \$500.00 (increase effective July 1, 2016) 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. 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)

**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)

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 - \$151.34, and an additional \$45.39 per year for every additional year of service thereafter. The longevity pay will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. (Amended: July 19, 2004)

32. **CLOTHING ALLOWANCE:** The City of Portsmouth will provide the amount Eight Hundred Forty-One Dollars and Seventy Five Cents (841.75) to be paid on or about July 1, 2014 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. 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 Investigative Division or from the Investigative 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:** 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, 2017 and July 1, 2018, the educational incentive will be increased by the rolling 10-year average CPI-U, between 2% and 5%.

	July 1 2014	July 1, 2016
(a) Associate's Degree	\$ 500.00	\$ 520.20
(b) Bachelor's Degree	\$1,000.00	\$1,040.40
(c) MA/MS/PhD/JD	\$1,500.00	\$1,560.60

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  
Signature Version 9/27/16

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 Chief's 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.<sup>1</sup> 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 deduction 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 specifying the reasons

<sup>1</sup>It is understood that the scheduling of the hearing must occur within the ten (10) days, although the actual hearing may take

place later.

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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, 2018. 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)(Amended September 7, 2016)
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 final version of the attached draft 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 \_\_\_\_\_ 20168.

PORTSMOUTH POLICE  
RANKING OFFICERS ASSOCIATION

PORTSMOUTH POLICE COMMISSION

By: \_\_\_\_\_  
President PPROA

By: \_\_\_\_\_  
~~Brenna Cavanaugh~~ Joseph Onosko  
Chairman

\_\_\_\_\_  
Vice President PPROA  
Negotiating Committee Member

\_\_\_\_\_  
~~Joseph Onosko~~ Arthur Hilson  
Commissioner

\_\_\_\_\_  
Negotiating Committee Member  
PPROA

\_\_\_\_\_  
~~Joseph Plaia, Jr~~ James Splaine  
Commissioner

\_\_\_\_\_  
~~David Mara~~ Robert Merner  
Chief of Police

\_\_\_\_\_  
Thomas Closson  
City Negotiator

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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	SAINTE 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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DALLAS, TX	MEMPHIS, TN	PITTSBURGH, PA	TAMPA, FL
DAYTON, OH	MIAMI, FL	PORTLAND, OR	WASHINGTON DC REGION
DENVER, CO	MILWAUKEE, WI	PORTSMOUTH, NH	WHITE PLAINS, NY
DETROIT, MI	MINNEAPOLIS, MN	PROVIDENCE, RI	

THOMAS M. CLOSSON  
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[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager John Bohenko and Portsmouth City Council  
From: Thomas M. Closson   
Re: Proposed Contract Extensions with the Portsmouth Police Unions  
Date: March 28, 2018

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I am pleased to recommend one year contract extensions with the three Portsmouth Police Unions: the Portsmouth Police Ranking Officers Association; the Portsmouth Police Patrolman's Union; and the Portsmouth Police Civilian Employees Association. These proposed contract extensions have all been approved by the Portsmouth Police Commission. As with the other contract extensions that I have recently presented to the City Council, these proposed contract extensions continue the current collective bargaining agreements until June 30, 2019, including annual COLA adjustments using the 10 year rolling average CPI-U of no less than 2% and no more than 5% on July 1, 2018. In my opinion, these extensions are fair and reasonable, and they meet the goals set by the City for its collective bargaining agreements. I will be happy to answer any questions that you may have.

**FY19 Budget - Collective Bargaining Agreement Extension**

FY19 Total **Without** COLA      **2% COLA COST**      FY19 Total **With** COLA

Civilian	1,586,871	<b>23,935</b>	1,610,807
Ranking	2,476,711	<b>40,654</b>	2,517,365
Local 11	5,134,121	<b>79,221</b>	5,213,342
	9,197,703	<b>143,811</b>	9,341,514

<b>Civilian</b>			
Salary	1,010,645	<b>20,213</b>	1,030,858
Holiday		-	-
Longevity	8,300	-	8,300
Special Detail		-	
Shift Differential		-	
Education Stipend		-	
Clothing	7,979	-	7,979
Health	347,748	-	347,748
Health Stipend	4,000	-	4,000
Dental	18,951	-	18,951
Retirement	110,134	<b>2,176</b>	112,310
Medicare	14,833	<b>293</b>	15,126
Social Security	63,917	<b>1,253</b>	65,171
Life Insurance	365	-	365
	1,586,871	<b>23,935</b>	1,610,807

<b>Ranking Officers</b>			
Salary	1,424,174	<b>28,483</b>	1,452,658
Holiday	62,978	<b>1,260</b>	64,238
Longevity	15,206	<b>304</b>	15,510
Special Detail	10,126	<b>203</b>	10,328
Shift Differential	12,054	<b>241</b>	12,295
Education Stipend	16,979	<b>340</b>	17,319
Clothing	15,186	<b>304</b>	15,489
Health	422,265	-	422,265
Health Stipend		-	
Dental	20,253	-	20,253
Retirement	453,669	<b>9,073</b>	462,742
Medicare	22,352	<b>447</b>	22,799
Social Security		-	
AD&D	163	-	163
Life Insurance	1,306	-	1,306
	2,476,711	<b>40,654</b>	2,517,365

<b>Local 11</b>			
Salary	2,827,754	<b>56,555</b>	2,884,309
Holiday	125,001	<b>2,500</b>	127,501
Longevity	15,142	<b>303</b>	15,445
Special Detail	29,331	<b>587</b>	29,917
Shift Differential	-	-	-
Education Stipend	44,500	-	44,500
Clothing	38,292	<b>766</b>	39,058
Health	1,058,768	-	1,058,768
Health Stipend	4,000	-	4,000
Dental	49,430	-	49,430
Retirement	896,358	<b>17,642</b>	913,999
Medicare	44,163	<b>869</b>	45,032
Social Security		-	
AD&D	-	-	-
Life Insurance	1,382	-	1,382
	5,134,121	<b>79,221</b>	5,213,342

AGREEMENT

BETWEEN

PORTSMOUTH BOARD OF POLICE COMMISSIONERS

AND

PORTSMOUTH POLICE CIVILIAN EMPLOYEES ASSOCIATION

For the period from July 1, 2014

Through June 30, 20189

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Article 1  
RECOGNITION

The Portsmouth Police Commission recognizes the Portsmouth Police Civilians Employee Association, New England PBA Local 111, hereinafter referred to as the "Union" as the sole and exclusive bargaining agent for all regular full-time and regular part-time civilian police employees, excluding the Chief of Police's Secretary, Supervisors, Dispatch Supervisor and confidential employees as defined by the Public Employees Labor Relations Act. It is understood that if the Police Department has an attorney working for it either independently or through the City Attorney's Office that the position will be excluded from this bargaining unit. 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. Nothing in this Agreement shall prevent the Department from assigning Patrol Officers on light duty as call takers in the Dispatch Center provided that this not be used to replace or supplant Dispatchers or reduce Dispatch overtime.

Article 2  
MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of Management to operate and manage its 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, including disciplinary rules.
- B. 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 or negotiation concerning the effects of changes that are within management prerogative.

Article 3  
EMPLOYEE RIGHTS

- A. The Commission and the Union 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 has given testimony, or taken part in a grievance procedure, or proceedings of the Union.

- 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.
- C. Employees will be allowed to participate in Credit Union automatic deductions as they have in the past, so long as the computer capability continues with respect to both the Credit Union and City. Further, the Commission agrees that if and when the City develops added computer capability, it will discuss with the Union the possibility of adding additional direct deductions for other Credit Unions.
- D. Union Executive Board members will be allowed to attend an aggregate of forty (40) hours to attend Union related activities such as training, seminars, conventions, and quarterly meetings on department time at no loss of pay or benefits.

Article 4  
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 race, creed, color, national origin, sex, sexual orientation, age, marital status, qualified handicapped, Vietnam era veteran status or participation in Union activities and affairs.

Article 5  
UNIT COMPOSITION

- A. The Commission recognizes that the Union represents all regular full time and regular part time civilian police employees, excluding the Police Chief's Secretary, Supervisors and confidential employees as defined by the Public Employee Labor Relations Act. It is understood that if the Police Department has an attorney working for it independently or through the City Attorney's Office, the Attorney will be excluded from this unit.
- B. Upon the establishment of any new full-time or part-time classification not listed in the Salary Schedule attached to this contract, the parties agree that the Police Department will establish the rate of pay and the salary range and notify the Union of such rate of pay and salary range which will be subject to negotiation in the next round of bargaining.

Article 6  
PROBATIONARY PERIOD

- A. All new employees shall serve a probationary period of one (1) year and during this period shall be classified as probationary employees. This period supplements the formal examination, etc., and it is the final determination of whether a person should be given permanent status. The Chief of Police may extend an employee's probationary period to a maximum of three (3) additional months if in his opinion it is necessary.

- B. Probationary employees shall receive benefits in accordance with past practice.
- C. Probationary employees are considered employees at will and may be terminated with or without cause at any point in the probationary period. Probationary employees 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.
- D. Any rehired employee who has already completed a probationary period shall be required to complete a 180 day probationary period if rehired within a one (1) year period from the date he/she terminated employment. The rehired employee shall, however, return to the bottom of the seniority list, and his/her rate of pay shall be determined by the Commission.

Article 7  
DUES CHECK OFF

- A. Upon an individually written authorization card signed by the employee and approved by the Union, the Commission agrees to deduct from each employees' wages a sum for the Union dues to be collected from the first paycheck of each month. The Union agrees to hold the Police Department and the City harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Section.
- B. Any Portsmouth Police Department Civilian Employee who meets the Unit Composition requirement above, and has successfully completed the probationary period, shall be eligible to join the Portsmouth Police Civilian Employees Association (PPCEA). Any eligible member of the bargaining unit who does not join the PPCEA shall be required to pay PPCEA an agency shop fee equal to ninety percent (90.0%) of the membership dues, as his/her fair share of the costs of negotiating and administering the agreement. Payment of the agency shop fee shall begin fifteen (15) days after the successful completion of the probationary period and payments shall be deducted in the same manner as PPCEA dues. Payment of the agency shop fee shall not be a condition of employment.

Article 8  
SENIORITY

SENIORITY: Seniority shall be measured from the last date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

- Retirement
- Discharge for just cause
- Resignation
- Lay off for two years

Absence due to illness or accident in excess of twelve (12) months  
Failure to return from lay off within fourteen (14) calendar days of notification  
that a permanent full-time job is available

Article 9  
LAY OFF AND RECALL

- A. LAY-OFF: In the event of lay-off, employees shall be laid off in the order of their seniority (date of hire) in their respective classification, that is, those with the lowest seniority, will be the first employees laid off. It is understood that an employee retained must be qualified to perform the available work. The Department agrees to provide the Association thirty days notice of any layoff.
- B. PERMANENT LAY-OFF: In the event of a specific job elimination, the person whose job is eliminated shall have the right to bump the least senior person in their job classification so long as he or she is qualified to perform the job, the person so bumped shall have the right to bump the least senior person in the lowest classification in the department so long as the bumping person has seniority.
- C. RECALL: When employees are recalled, they shall be recalled in the reverse order of lay-off in their classification.

Recall rights shall continue for two years and if the employee is not recalled by then, the employee will lose seniority.

If a person who is on lay-off is offered recall and fails to accept and return within two weeks of receipt of written notification, the person shall lose all recall rights and seniority.

Article 10  
JOB POSTING

- A. When a vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Chief shall have the right to fill the position on a temporary basis. As soon as it is clear that the vacancy is permanent and will be filled, the Department shall post a notice indicating the position, its rate of pay, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Chief.
- B. The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Police Department's right to seek applicants for the position from outside the Police Department. If the Police Department is going to seek outside applicants, it shall so note on the posting and shall note the date on which the receipt of applications will close.

- C. After the closing date for applications or after the posting period of five days, whichever is appropriate, the Chief or his designee shall review the qualifications of the employees who have signed the posting and of the applicants, if appropriate. Among those qualified to perform the job, the Chief shall interview at least the top three prospects and make his decision based on qualifications, and in the case of Departmental employees, some consideration shall be given to length of service as well as quality of performance while they have been with the Department.
- D. Within ten (10) days of completing the interview process referred to above, the Chief shall post his choice of person to fill the position.

#### Article 11 OVERTIME

- A. Overtime will be offered on a rotating basis within the job classification. Overtime will be distributed as equitably as possible with the understanding that employees who turn down overtime will lose any right to dispute the equitableness of the overtime distribution.
- B. In the event that all qualified employees within a job classification in which overtime exists should turn down the overtime, it is agreed by the parties that the least senior employee available in the job classification who is qualified to perform the work can be required to perform the overtime. Employees shall receive time and one half for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day. Overtime for hours in excess of eight (8) in a day will be only for the IT Administrator, Dispatchers and Lead Dispatchers.
- C. It is understood by the parties that this Section shall not be deemed to prohibit or limit the use of temporary personnel when the Chief of Police determines that it is necessary.
- D. Hours taken as sick leave will not be counted as hours worked for purposes of calculating overtime. Effective January 23, 2017, hours taken as Personal Leave will not be counted as hours worked for purposes of calculating overtime.

#### Article 12 CALL-IN TIME

- A. When employees are called in to work outside of their regularly scheduled working hours, they will be paid a minimum of two (2) hours at time and a half except in instances where the employee is coming in to perform authorized overtime in accordance with his/her own schedule in which case the employee will be paid only for hours worked.
- B. When employees are called at home for work, are not required to report to work, and the phone call lasts more than fifteen (15) minutes, they will be paid a minimum of one (1) hour.

Article 13  
DISCIPLINARY PROCEDURE

- A. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.
- B. All suspensions and discharges must be stated in writing with reasons stated and a copy given to the employee and a courtesy copy will be provided to the Union president with the name of the grievant redacted.
- C. Disciplinary action shall normally follow this order:
  - 1. Verbal warning
  - 2. Written
  - 3. Suspension, without pay (one day minimum, fifteen days maximum)
  - 4. Discharge for just cause
- D. An employee may be suspended or discharged for the following reasons:
  - 1. Incompetency or inefficiency
  - 2. Insubordination
  - 3. Intoxication while on duty
  - 4. Conviction of a felony
  - 5. Unauthorized absence from duty
  - 6. Other serious or continued violations of Departmental rules, regulations or policies.
- E. No employee shall be disciplined or suspended or discharged, without just cause.
- E. All employees shall have the right to review their records upon 24 hours' notice to the Office of the Chief of Police and the right to copy his or her file at his or her expense.
- G. Cause for immediate discharge without prior discipline shall be:
  - 1. Insubordination
  - 2. Intoxication on duty
  - 3. Using, selling or being in possession of illegal drugs or drug paraphernalia while on duty or being under the influence of illegal drugs while on duty
  - 4. Fighting
  - 5. Absence for three days without calling the department
  - 6. Stealing
  - 7. Commission of a felony
  - 8. Dishonesty
  - 9. Other serious offenses justifying discharge

- H. It is understood that nothing in this Article shall prohibit or limit the Police Department in fashioning appropriate disciplinary action, including the use of the method of suspension pending investigation when it is appropriate. Furthermore, by execution of this contract, the Union and its members agree to be bound by the rules, regulations and standard operating procedures existing in the Portsmouth Police Department as of the date this agreement is signed, with the understanding that management has retained the right to adopt new rules or modify existing rules and operating procedures based on appropriate notice to the employees and the Union.
- I. In the event an employee receives a written or verbal warning, said discipline will not be used to justify discipline given more than three (3) years later. Suspensions for the same offense may be used to justify discipline more than three (3) years later

Article 14  
LEAVE OF ABSENCE

- A. Written leaves of absence without pay may be granted by the Chief of Police for a period not to exceed six (6) months.
- B. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.
- C. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

Article 15  
BEREAVEMENT LEAVE

- A. In the event of the death of one of the following relatives, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. Relatives covered are: current spouse or civil union partner, children, adopted children, step-children, parent, parent by adoption, brother, sister, step-parents, step-siblings, mother-in-law, father-in-law, grandchildren, grandparents (maternal & paternal), aunts, uncles, nieces, nephews, sister-in-law, and brother-in-law. The above relatives will apply to both the employee and his/her current spouse.
- B. The allowable leave must commence within twenty-four (24) hours of the relative's funeral.
- C. The Chief of Police may grant an extension of Emergency Leave if in his/her opinion the circumstances warrant and on application by the employee.

Article 16  
PERSONAL DAYS

All regular full time employees who have completed their probationary period shall be entitled to take four (4) personal days per contract year. New employees may take up to two personal days



after completing six (6) months of service. Personal days may be taken in full, half or quarter-day increments. These shall be granted only with at least forty-eight (48) hours' notice and approval by the Supervisor. Emergency circumstances may preclude forty-eight (48) hours notice. The practice that Dispatchers may take only one personal day per quarter is eliminated. Effective January 23, 2017, personal days may be taken in hourly increments.

Article 17  
HOLIDAYS

- A. The following holidays shall be paid holidays for all permanent full time employees regardless of whether his/her day off falls on the holiday or not, and regardless of whether it falls on a day during his/her annual or sick or injured leave:

New Years Day  
Dr. Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day -- Friday after Thanksgiving Day  
One-Half Day on December 24  
Christmas Day  
Preceding Monday if Christmas is on a Tuesday  
Following Friday if Christmas is on a Thursday

- B. If a permanent full time employee is required to work on a holiday, the employee will be paid for the hours worked on the holiday in addition to his or her holiday pay (except as set forth in last paragraph of this Article pertaining to dispatchers).
- C. When a holiday falls on a Saturday, the preceding day shall be considered the holiday; when a holiday falls on a Sunday, the following Monday shall be considered the holiday.
- D. Dispatchers shall not receive extra compensation of any kind for any holiday as part of the four and two schedule working agreement. By the same agreement, they also are not entitled to the day off. If a dispatcher works a holiday as part of his/her work week, s/he will be compensated at straight time at his/her respective pay rate just as for any other work day.

Article 18  
MILITARY LEAVE

Employees who serve in the United States Military Reserve and National Guard agree to abide by the policy currently in force and set forth by the City of Portsmouth regarding such service.

Article 19  
JURY DUTY AND WITNESS DUTY PAY

If employees are required by the Department to attend court during their off-duty hours, or are subpoenaed to appear in court during off-duty hours due to work-related duties, they shall be paid a minimum of three (3) hours at time and one-half, but shall remit to the Department all witness fees paid to them for attending court. This provision shall not apply to situations where a shift is extended (either before or after the regular shift) for a court appearance nor shall it apply to any grievance proceeding (unless called to testify by Management).

Article 20  
EMPLOYEE INDEMNIFICATION

The Police Department shall defend all employees against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The Police Department shall indemnify all employees for any judgments entered against them arising out of an act or omission by the employee acting in good faith within the scope of his/her employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the Police Department.

Article 21  
EDUCATIONAL EXPENSES

- A. The following education reimbursement policy will apply to members of the bargaining unit covered by this policy.
- B. The Commission agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards: payment of fifty percent (50%) of the cost of such courses, but not to exceed five hundred dollars (\$500.00) per course or one thousand dollars (\$1000.00) per employee per college semester. Approval of courses will depend on available funding. Said reimbursement decision will be made on a first come first serve basis and paid to the employee only after presentation of a certificate of satisfactory completion of the course. Employees who leave the City within six (6) months from the date of completion of the course will be responsible to reimburse the City for said course.
- C. Courses must be approved in advance by the Chief of Police as meeting the requirement that the course is related to the employee's job or is part of a career development program.
- D. Not more than two thousand dollars (\$2000.00) will be paid for any employee in any calendar year for course reimbursement.

- E. Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.
- F. If a course is paid for in whole or in part through Federal or State Programs, then the Department will not reimburse for such a course, it being the intent of this Section to eliminate double payment for any course.
- G. The Department shall pay for required certification or minimum education required by the Federal, State, Local or City governments.
- H. Education expenses shall include, but not be limited to the following: tuition, registration, books, supplies, course material.
- I. The restriction and requirements set forth above shall not apply to courses which the department requests an employee to take during duty time.

Article 22  
MILEAGE

- A. Employees required or requested to use their personal vehicles in the course of their duty for Police Department business shall be reimbursed at the current mileage reimbursement figure used by the Department to compensate its members for training purposes.
- B. The rate for this shall increase based on the IRS justifiable mileage rate as set forth by the IRS.

Article 23  
SUBCONTRACTING

- A. The Commission and the Union agree that in any subcontracting proposal where the Commission anticipates eliminating the jobs for any member of the Union, the Commission shall give notice to the Union in anticipation of such action.
- B. Any bargaining unit employee, whose job is eliminated because of subcontracting, shall be given due consideration for transfer to any vacancies which exist.

Article 24  
FEDERAL FAMILY AND MEDICAL LEAVE  
AND MATERNITY LEAVE

- A. FEDERAL FAMILY AND MEDICAL LEAVE

The Union and the employer agree that the Interim Policy as implemented by the Police Department regarding the Family Medical Leave Act shall be applicable to the employees covered by this agreement. It is further agreed that should management initiate a change to said policy that it will be negotiated with the Union and subject to all appropriate approvals (unless required by law).

B. MATERNITY AND PATERNITY LEAVE

Upon application of the employee and approval of the Chief of Police a medical leave of absence for maternity shall be granted to permanent, full-time employees who have been employed for 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 compensatory time or a combination of all 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.

For paternity leave purposes, said leave of absence shall not exceed twelve (12) weeks after birth. No more than two (2) weeks of paid "sick leave" may be used for paternity leave. Said leave shall 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 will be reinstated and the Department shall pick up coverage on the first day of the first calendar month after the employee returns.

An employee shall not forfeit seniority during this leave of absence. An employee shall notify the Chief of Police one (1) month prior to return 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.

For purposes of maternity or paternity leave, intermittent leave is not permitted without permission from the Chief of Police or his/her designee.

Article 25  
VACATION

- A. 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 his/her second (2nd) year to the completion of his/her eleventh (11th) year, at which time the employee shall have earned a total of twenty (20) annual vacation days. Upon completing the employee's twelfth (12th) year of service, he/she shall earn a bonus day, thus earning two (2) extra days for the twelfth (12th) year, and will continue to earn as before, one (1) day per year to the completion of the employee's twentieth (20th) year of

service, at which time he/she will have earned thirty (30) days annual paid vacation. Each member may accumulate no more than fifty (50) days annual leave, which may be accumulated from year-to-year by saving a maximum of one-third (1/3) total leave earned by that member for that year.

- B. Vacations will be posted semi-annually (specifically June 1<sup>st</sup> and December 1<sup>st</sup>) and will be selected on the basis of seniority. No employee may choose more than two weeks on the first run through the list. The Department shall decide how many employees out of any job classification or category that can be on vacation at one time as well as the number of employees in the bargaining unit that can take vacation at one time. The vacation schedule will be completed within a 30-day period. Employees may choose vacation that is not yet accrued provided that the vacation will be accrued prior to the beginning of the leave.

Article 26  
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 for employees prior to January 1, 1990. Employees hired after January 1, 1990 shall be able to accumulate sick days up to a maximum of one hundred and fifty (150) days. Upon death or retirement or voluntary termination of employment, the City will pay to an employee or his family or heirs or to the estate of the deceased employee an amount representing ninety (90%) percent of the sick leave the employee may have accumulated to the date of his retirement, death or termination of employment, so long as the number of days accumulated are not in excess of the maximum set forth above. Whenever a member is absent from duty due to illness or sickness, not job related, the employee shall be paid his regular rate of pay within the limits of his accumulated sick leave.

(1) Notice Required Where Employee Is Entitled To Payout: In order to receive payout for sick leave upon termination or retirement, an employee shall provide notice by January 1 prior to the fiscal year in which payout is to occur. (The employee may withdraw his or her notice up to April 15. (1) If such notice is not given and an employee retires or terminates employment, the employee will not be entitled to be paid for his or her accumulated sick leave until the first pay period of July following his or her retirement or termination or 180 days whichever is later.

(2) Waiver Of Notice Where Employee Is Entitled To Payout: If an employee retires or leaves employment under one of the following exceptions then the employee will be paid for his or her accumulated sick leave within seventy-five (75) days of his or her last day of work or sooner if possible:

Exceptions:

- a. Resignation at the request of the Chief of Police.
- b. Disability retirement.

- c. Retirement caused by serious illness or injury which otherwise does not qualify for disability.
- d. Retirement caused by a serious family illness where the employee is needed to attend to the family member in need.
- e. Other circumstances which arise unexpectedly which make it impossible for an employee to meet the notice requirements of this section, provided the Police Commission approves in advance the making of said payments without the required notice.

If an employee is involuntarily terminated by the Department notice is waived and he or she will be paid for his or her accumulated sick leave within thirty (30) days of termination so long as the employee is otherwise entitled to payout per this contract.

(3) Payout Over More Than One Year: 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.

(4) Zero Payout Provision: New employees hired into the Department after July 1, 1997 who become members of the Police Civilian Employee Association 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 up to the maximum of one hundred fifty (150) days of sick leave for use when an employee is sick.

#### Article 27

### HEALTH AND DENTAL INSURANCE

- A. Health Insurance - 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. Employees shall be offered the opportunity to pay their portion of the premium with pre-tax dollars under an IRS 125 Plan.

Effective July 1, 2008 the employee's cost will be nineteen percent (19.0%) of the premium and the Commission will pay eighty-one percent (81.0%). Effective July 1, 2010 the employee's cost will be twenty percent (20.0%) of the premium and the Commission will pay eighty percent (80.0%).

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:

Employee Percentage

2008-09	15.0%
2009-10	15.0%
2010-11	15.5%
2011-12	15.5%
2012-13	15.5%
2013-14	15.5%

Effective as soon as practicable after the City Council approves this agreement, 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 five (5) 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' current health insurance arrangement will remain in place until March 31, 2017. For health insurance coverage effective April 1, 2017 or as soon as practicable thereafter for the City, in addition to the BlueChoice 20 10/20/45 plan, employees will be offered 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 an employee chooses to stay on 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 AB20 10/20/45 plan. If the cost paid by the City exceeds any of the threshold levels for the 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 the assessment of the Cadillac Tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties.

- B. **DENTAL INSURANCE;** - The City agrees to pay such sums as are necessary each month for each permanent and probationary employee who is a member of the bargaining unit (including their dependents) to maintain Dental coverage under Northeast Delta Dental

(or equivalent plan) with a \$750.00 maximum benefit per person per contract year. For the following coverages; Coverage A - 100%, Coverage B - 60%, Coverage C - 50%.

- C. STIPEND ABANDONMENT; - 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 the School Department. Effective the date of City Council approval, 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 28  
LIFE INSURANCE

The City of Portsmouth shall provide, at no cost to the employee, life insurance coverage of no less than \$10,000.00 on each member of the Bargaining Unit.

Article 28A  
REGULAR PART-TIME EMPLOYEE BENEFITS

- A. Regular part-time employees are defined as those employees with a regular work schedule of thirty (30) hours or less per week where the job is not a temporary position. Employees regularly scheduled to work more than thirty (30) hours per week shall be entitled to full-time benefits.
- B. Regular part-time employees shall not be eligible for paid benefits unless specifically set forth below:
1. Regular part-time employees shall accumulate and be paid for Longevity, Sick Leave and Vacation as set forth in the contract based on the following pro-rata formula:  
  
Regular scheduled hours of work per week. Forty (40) hours per week  
X the appropriate benefit level.
  2. Regular part-time employees shall receive one (1) Personal Day per year, after completing one (1) year of service.



3. Regular part-time employees shall be paid Holiday Pay based on their regular scheduled hours of work only for those Holidays listed in the Contract, Article 17, that the employee is required to work.

Thus, if an employee's regular schedule is five (5) hours and he/she works the Holiday, he/she will receive the regular straight time pay of five (5) hours and Holiday Pay of five (5) hours at straight time rates.

4. Regular part-time employees shall receive educational expenses as set forth in the contract only on prior approval by the Police Chief.
5. Mileage reimbursement shall be the same for regular part-time employees as regular full-time employees.
6. Regular part-time employees shall be enrolled in the State's Retirement Plan if eligible under State Statutes.

C. OTHER BENEFITS:

Regular part-time employees shall accrue seniority, be entitled to sign up for Job Postings, and have the same Probationary Periods as regular full-time employees. They shall otherwise be entitled to the non-cost benefits of this agreement specifically including the Maternity Leave Section.

Article 29  
COLA and Salary Schedule

The parties agree that the following wage increases shall be paid under this contract.

Effective July 1, 2016, the wages for all members of the bargaining unit shall be increased by two percent (2.0%). This will be retroactive for employees on the payroll in the bargaining unit when the contract is approved by the City Council. Effective date of City Council approval and July 1, 2017 and July 1, 2018, wages will be adjusted by a COLA based on the rolling 10-year average in the CPI-U for the Boston-Brockton-Nahsura-MA-NH-ME-CT of between 2% and 5%.

Effective July 1, of each year from July 1, 2016 through June 30, 2018<sup>9</sup> 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 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 rolling ten (10)-year average CPI-U for the Boston SMSA (Nov. to Nov.) is 1.5% the applicable COLA adjustment on the following July, 1 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 four year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2018~~9~~ that no further COLA adjustments after July 1, 2017~~8~~ will be generated under the Working Agreement even though the Working Agreement may have an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed “quo” as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2018~~9~~.

In addition, a new step will be added to the bargaining unit’s wage scale effective July 1, 2004. The new step will be four percent (4.0%) above the previous top step. Employees with six years of service will be eligible for the new step. Effective July 1, 2011, a new step at 2.5% above the six-year step will be added for employees with eight (8) years of service. Effective July 1, 2013, a new step at 2.5% above the eight-year step will be added for employees with twelve (12) years of service.

Dispatchers will receive a shift differential of \$0.50 per hour for hours actually worked during the evening shift and \$1.00 per hour for hours actually worked during the midnight shift.

Effective July 1, 2016, the shift differential will be increased by 2%. Effective on the date of City Council approval, dispatchers will receive a shift differential of \$1.00 per hour for hours actually worked during the evening shift and \$2.00 per hour for hours actually worked during the midnight shift. Effective July 1, 2017 and July 1, 2018, the shift differential will be increased by COLA.

Effective January 1, 2004, a new position of Lead Dispatcher will be added to the Salary Scale with a wage rate ten percent (10.0%) above top step Dispatcher based upon a Position Description as agreed-upon between the parties.

Article 30  
TRAINING STIPEND

Dispatchers assigned to train new employees shall receive a stipend of one dollar and twenty-five cents (\$1.25) for every hour of training. The training stipend will increase as follows:

7/1/10	\$1.50
7/1/11	\$1.75
7/1/12	\$2.00
7/1/13	\$2.25

Article 31  
WORKMAN'S COMPENSATION INSURANCE

- A. The Department shall provide, at no cost to the employee, Workman's Compensation Insurance for each member of the Department.
- B. Supplemental Workman's Compensation pay shall be provided to supplement the Workman's Compensation Insurance so that employees shall receive full pay for a period not to exceed twenty-six (26) weeks for any compensable injury.

Article 32  
LONGEVITY

Any regular full time employee having completed five (5) continuous years of service by December 31, will be paid a longevity bonus as follows:

After five (5) years: \$150.00  
and an additional \$ 50.00  
per year for every additional year of service thereafter.

Article 33  
CLOTHING ALLOWANCE

- A. The City of Portsmouth will provide the amount of five hundred and twenty-five dollars (\$525.00) per year to each dispatcher, and Animal Control Officer. This money shall be used to maintain the above employer-issued uniform in good repair. Said amount(s) will be paid on or about July 1, of each of the fiscal years, or at such time set by the COMMISSION. This amount will increase by the COLA formula in Article 29 on July 1, 2008, 2010, 2011, 2012, and 2013.
- B. The Dispatch uniform will be set by the Department SOP.  

It is understood that should the Commission decide to make uniforms optional for dispatchers that no clothing allowance is required under this Article.
- C. 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.
- D. 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.
- E. All new employees hired between July 1, and December 31, shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered his/her clothing allotment for the fiscal year. If an employee is hired between January 1, and June 30, his/her uniform and equipment will be supplied; however, his/her allowance shall be one-half of the usual amount for the next fiscal year.

Article 34  
NO STRIKE/LOCKOUT

- A. 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 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 Union, 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.
- B. It is understood that any employee violating this Section shall be subject to immediate discharge. It is further understood that should the Commission discipline an employee for violating this Section and should the employee grieve the discipline, that the only issue to be considered by the Arbitrator is whether or not the employee's actions were in violation of this Section.
- C. The Arbitrator shall have no authority to consider the severity of the discipline given by the Commission, but if he or she rule that this has not been a violation of this Section of the Labor Agreement any employee discharge or discipline under this Section shall be returned to work with full back pay.

Article 35  
SEPARABILITY CLAUSE

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 will prevail.

Article 36  
STEWARD

- A. The Police Department agrees to recognize one Steward and one Alternate Steward, to cover in his/her absence. If a situation should arise which threatens to disrupt the workplace when the Steward is on duty, the employer will attempt to release the Steward as soon as practical to investigate the matter without loss of pay. If a settlement cannot be reached, the Steward shall report it by telephone to the Union. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

- B. It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member when he or she is not working a regular shift, will not be paid for.

#### Article 37

#### COMPLETE AGREEMENT AND WAIVER CLAUSE

- A. The parties acknowledge that during the 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 the parties after the exercise of that right and opportunity are set forth in this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations 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 any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.
- B. This Agreement contains all of the agreements and understandings between the parties; and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

#### Article 38

#### GRIEVANCE PROCEDURE

- A. The term "GRIEVANCE" shall include any dispute concerning the application or interpretation of any of the provisions of this Agreement.
  - B. Step 1: Prior to the formal institution of any grievance, any employee who believes he/she has suffered a grievance, must, with the assistance of a Steward, attempt to resolve the matter with his/her Supervisor within five (5) business days of either the occurrence of the event which gives rise to the grievance, or the Union's discovery of the event, which gives rise to the grievance, whichever is later. The Supervisor has the responsibility to attempt to resolve the employee's grievance within five (5) working days if the subject matter is within his/her authority. The Steward has the responsibility and the authority to settle, withdraw or refer the grievance to the further steps of the grievance procedure.
- Step 2: Any grievance which remains unresolved following the informal discussion referred to in the preceding paragraph may be referred by the Steward to the Chief of Police or his/her designated representative in writing for adjustment within five (5) working days of the completion of Step 1. The Chief of Police or his/her designee shall schedule a meeting with the Union and the grievant within five (5) working days after receipt of the grievance. After the meeting, the Chief will respond to the Union in writing within five (5) working days .

Step 3: 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. The Commission shall hold a hearing at its earliest convenience and shall respond to the grievance in writing within ten (10) days of the hearing. Grievance meetings with the Chief of Police and/or the Police Commission shall be held at mutually satisfactory times. No more than two (2) employees, including the grievant, shall attend such hearings. Employees in attendance at such hearings shall suffer no loss of pay.

Step 4: (a) If the grievance has not been resolved to the satisfaction of the aggrieved employee after receiving the Commission's response, the Union may, by giving written notice to the Commission within ten (10) working days after receiving the Commission's response referred to in Step 3, submit the grievance to Arbitration. Such notice shall be addressed in writing to the Chief of Police as the representative of the Commission.

(b) In the event that the Union elects to proceed to Arbitration, the Commission, or its 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. The parties by mutual agreement may utilize the services of the New Hampshire Arbitration Council in lieu of the above procedure. Once Arbitration has been requested, the parties agree that if the Union so requests a clarification meeting will be held with the Chief of Police and the Business Agent to investigate one more time any avenues of settlement.

(c) The Commission and the Union agree that they will individually be responsible for their own costs, preparation and presentation. The Commission and the Union further agree that they shall equally share in the compensation and the expense of the Arbitrator.

(d) 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 and 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.

(e) Each grievance shall be separately processed at any Arbitration proceeding hereunder unless the parties otherwise agree.

(f) The Arbitrator shall furnish a written opinion within thirty (30) days 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.

(g) The arbitration provisions in this Section shall be subject to RSA:542 Arbitration of Disputes.

#### Article 39 TERMINATION OF AGREEMENT

Terms of this Agreement shall be in effect where reasonable from the first day of July 2014 through June 30, 2018 but shall remain in effect after that date unless either party notifies the other by registered mail of its desire to terminate said contract in accordance with the time limitation set forth in the Public Employee Labor Relations Act. Such a termination shall not be effective until sixty (60) days after receipt of the notice of termination.

#### Article 40 MANAGEMENT/LABOR MEETINGS

The Police Commission and the Association will meet at reasonable times and places to negotiate changes in this and successor Agreements. No more than three (3) employees shall be designated for such negotiation purposes, and they shall suffer no loss of pay in attending said meetings. Employees who are off-duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, and negotiations, but off-duty employees are entitled to compensation for attending management-labor meetings.

#### Article 41 TEMPORARY SERVICE OUT-OF-RANK

When a member of the bargaining unit, designated in writing by management, performs ongoing duties and responsibilities of a person of higher rank for a minimum of five (5) consecutive work days, (or a minimum of fifteen (15) work days if the absence is for schooling or courses), the employee 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.

#### Article 42 HOURS OF WORK

Dispatchers will work four (4) eight-hour (8 hour) days followed by forty-eight (48) hours off. Dispatchers will “give back” six (6) days per year for training purposes. Dispatchers shall be compensated at straight-time for any of these days actually devoted to training provided by the Department.

#### Article 43 COMPENSATORY TIME

- A. "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 (SOP).
- B. Compensatory Time may be earned per SOP 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 employee requests compensatory time, the Department has the discretion to award compensatory time or overtime.

Article 44  
PERFORMANCE APPRAISAL SYSTEM

Employees will receive an annual evaluation by their supervisor. The parties will adopt the attached evaluation procedures provided that noted changes are made.

SIGNATURES

Dated at Portsmouth, New Hampshire this \_\_\_\_\_ day of \_\_\_\_\_, 20178.

PORTSMOUTH POLICE CIVILIAN  
EMPLOYEES ASSOCIATION

PORTSMOUTH POLICE COMMISSION

\_\_\_\_\_  
Nicole Perl, President PPCEA  
Commissioner

\_\_\_\_\_  
~~Brenna Cavanaugh~~Joe Onosko, Chair Police

\_\_\_\_\_  
Daisy Lavoie, Secretary PPCEA

\_\_\_\_\_  
~~Joe Onosko~~Arthur Hilson, Police Commissioner

\_\_\_\_\_  
~~David Rabitor~~, Vice President PPCEA

\_\_\_\_\_  
~~Joe Plaia~~James Splaine, Police Commissioner

\_\_\_\_\_  
~~David Mara~~Robert Merner, Chief of Police

\_\_\_\_\_  
Thomas Closson, City Negotiator



DRAFT




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AUSTIN, TX	HONOLULU, HI	NORFOLK, VA	SACRAMENTO, CA
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THOMAS M. CLOSSON  
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[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager John Bohenko and Portsmouth City Council  
From: Thomas M. Closson   
Re: Proposed Contract Extensions with the Portsmouth Police Unions  
Date: March 28, 2018

---

I am pleased to recommend one year contract extensions with the three Portsmouth Police Unions: the Portsmouth Police Ranking Officers Association; the Portsmouth Police Patrolman's Union; and the Portsmouth Police Civilian Employees Association. These proposed contract extensions have all been approved by the Portsmouth Police Commission. As with the other contract extensions that I have recently presented to the City Council, these proposed contract extensions continue the current collective bargaining agreements until June 30, 2019, including annual COLA adjustments using the 10 year rolling average CPI-U of no less than 2% and no more than 5% on July 1, 2018. In my opinion, these extensions are fair and reasonable, and they meet the goals set by the City for its collective bargaining agreements. I will be happy to answer any questions that you may have.

**FY19 Budget - Collective Bargaining Agreement Extension**

FY19 Total **Without** COLA      **2% COLA COST**      FY19 Total **With** COLA

Civilian	1,586,871	<b>23,935</b>	1,610,807
Ranking	2,476,711	<b>40,654</b>	2,517,365
Local 11	5,134,121	<b>79,221</b>	5,213,342
	9,197,703	<b>143,811</b>	9,341,514

<b>Civilian</b>			
Salary	1,010,645	<b>20,213</b>	1,030,858
Holiday		-	-
Longevity	8,300	-	8,300
Special Detail		-	
Shift Differential		-	
Education Stipend		-	
Clothing	7,979	-	7,979
Health	347,748	-	347,748
Health Stipend	4,000	-	4,000
Dental	18,951	-	18,951
Retirement	110,134	<b>2,176</b>	112,310
Medicare	14,833	<b>293</b>	15,126
Social Security	63,917	<b>1,253</b>	65,171
Life Insurance	365	-	365
	1,586,871	<b>23,935</b>	1,610,807

<b>Ranking Officers</b>			
Salary	1,424,174	<b>28,483</b>	1,452,658
Holiday	62,978	<b>1,260</b>	64,238
Longevity	15,206	<b>304</b>	15,510
Special Detail	10,126	<b>203</b>	10,328
Shift Differential	12,054	<b>241</b>	12,295
Education Stipend	16,979	<b>340</b>	17,319
Clothing	15,186	<b>304</b>	15,489
Health	422,265	-	422,265
Health Stipend		-	
Dental	20,253	-	20,253
Retirement	453,669	<b>9,073</b>	462,742
Medicare	22,352	<b>447</b>	22,799
Social Security		-	
AD&D	163	-	163
Life Insurance	1,306	-	1,306
	2,476,711	<b>40,654</b>	2,517,365

<b>Local 11</b>			
Salary	2,827,754	<b>56,555</b>	2,884,309
Holiday	125,001	<b>2,500</b>	127,501
Longevity	15,142	<b>303</b>	15,445
Special Detail	29,331	<b>587</b>	29,917
Shift Differential	-	-	-
Education Stipend	44,500	-	44,500
Clothing	38,292	<b>766</b>	39,058
Health	1,058,768	-	1,058,768
Health Stipend	4,000	-	4,000
Dental	49,430	-	49,430
Retirement	896,358	<b>17,642</b>	913,999
Medicare	44,163	<b>869</b>	45,032
Social Security		-	
AD&D	-	-	-
Life Insurance	1,382	-	1,382
	5,134,121	<b>79,221</b>	5,213,342

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

**JULY 01, 2014 TO JUNE 30, 2019**

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DRAFT

## **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 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 border of the City of Portsmouth and shall remain domiciled within that radius during their term of employment. (Amended: July 01, 1985, October 6, 2003, September 7, 2016).

## **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 it's 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, 2014 – June 30, 2016

POSITION	SALARY	BI-WEEKLY	HOLIDAY/DAILY	HOURLY	OVERTIME
MASTER PATROL III	\$60,648.06	\$2,332.62	\$233.26	\$ 29.16	\$ 43.74
MASTER PATROL II	\$58,881.62	\$2,264.68	\$226.47	\$ 28.31	\$ 42.47
MASTER PATROL	\$57,305.70	\$2,204.07	\$220.41	\$ 27.55	\$ 41.33
MAXIMUM	\$53,307.63	\$2,050.29	\$205.03	\$ 25.63	\$ 38.45
PATROL 5TH	\$52,007.44	\$2,000.29	\$200.03	\$ 25.00	\$ 37.50
PATROL 4TH	\$49,684.84	\$1,910.96	\$191.10	\$ 23.89	\$ 35.84
PATROL 3RD	\$47,604.79	\$1,830.95	\$183.10	\$ 22.89	\$ 34.34
PATROL 2 <sup>ND</sup>	\$45,530.22	\$1,751.16	\$175.12	\$ 21.89	\$ 32.84
PATROL 1ST	\$43,729.90	\$1,681.92	\$168.19	\$ 21.02	\$ 31.53

POLICE OFFICER  
July 1, 2016 – June 30, 2017

POSITION	SALARY	BI-WEEKLY	HOLIDAY/DAILY	HOURLY	OVERTIME
MASTER PATROL III	\$63,098.24	\$2,426.86	\$242.69	\$30.34	\$45.50
MASTER PATROL II	\$61,260.44	\$2,356.17	\$235.62	\$29.45	\$44.18
MASTER PATROL	\$59,620.85	\$2,293.11	\$229.31	\$28.66	\$43.00
MAXIMUM	\$55,461.26	\$2,133.13	\$213.31	\$26.66	\$40.00
PATROL 5TH	\$54,108.54	\$2,081.10	\$208.11	\$26.01	\$39.02
PATROL 4TH	\$51,692.11	\$1,988.16	\$198.82	\$24.85	\$37.28
PATROL 3RD	\$49,528.02	\$1,904.92	\$190.49	\$23.81	\$35.72
PATROL 2ND	\$47,369.64	\$1,821.91	\$182.19	\$22.77	\$34.16
PATROL 1ST	\$45,496.59	\$1,749.87	\$174.99	\$21.87	\$32.81

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 July 1, 2017 a new step will be created for employees with eight (8) years of service at 3.75% above Maximum I and a new step will be added for employees with sixteen (16) years of service, which will be 3.42% above Master III.

Effective June 30, 2016, increase the current salary schedule by a 2% COLA (no retro). Effective July 1, 2016, increase the salary schedule by an additional 2% COLA. Effective July 1, 2017, a COLA, adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%. Effective July 1, 2018, 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 ~~four~~five year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2018~~9~~ that no further COLA adjustments after July 1, 2017~~8~~ 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, 2018<sup>9</sup>.

(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.

(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:

	7/01/2014
Initial Appointment	\$1535.60

After 1 year	\$1830.35
After 2 years	\$2126.09

Effective, date of City Council approval Special Detail stipends will 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) (Amended September 7, 2016)

(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 DETAILS<sup>1</sup>**

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 with a guaranteed minimum of four (4) hours. Effective upon execution of this agreement, outside or private work details shall be paid \$42.00 per hour with a guaranteed minimum of

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<sup>1</sup> 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 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."

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) (Amended September 7, 2016)

#### **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 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 work weeks. 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 progenes 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 its 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 out 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, 2014 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, 2014	Fifteen and One-Half Percent (15.5%)	July 1, 2014	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 November 30, 2016. For health insurance coverage effective December 1, 2016, 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 four (4) year agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council.

The City will pay a stipend of \$500.00 per quarter (effective July 1, 2016) 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. 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, September 7, 2016).

#### **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  
Mother

Children  
Father

Step-Children  
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 \$124.09 and an additional \$37.22 per year for every additional year of service thereafter. Effective June 30, 2016 and each July 1 of this contract, these longevity bonuses will increase by the 10-year rolling COLA average. (Amended October 6, 2003) (Amended January 1, 2012) (Amended September 7, 2016).

**45. CLOTHING ALLOWANCE**

The City of Portsmouth will provide the amount of seven hundred and fifty-one dollars and seventy-three cents (\$751.73) 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 June 30, 2016, and July 1, 2016 and each July 1 thereafter, 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 01<sup>st</sup> and December 31<sup>st</sup> 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 01<sup>st</sup> and June 30<sup>th</sup>, 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, 2014 through June 30, 2018<sup>9</sup>, 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)(Amended September 7, 2016)

### **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 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 UNION, 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.

### **54. PERFORMANCE EVALUATION SYSTEM**

Employees will receive an annual evaluation by their supervisor. The parties will implement the final version of the attached draft 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 Union members on January 1, 2017 and January 1, 2018. The evaluation system is attached hereto as Exhibit 2.

### **55. EDUCATION STIPEND**

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, 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.

**SIGNATURES:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20168.

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

**PORTSMOUTH POLICE  
COMMISSION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

NEGOTIATING COMMITTEE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
City Negotiator

Date of City Council Approval: September 7, 2016



**AMENDMENT TO LICENSE AGREEMENT BETWEEN THE  
CITY OF PORTSMOUTH AND CONNECT COMMUNITY CHURCH (“CCC”)**

**THIS AMENDMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF PORTSMOUTH, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, NH 03801 (the "City") and the CONNECT COMMUNITY CHURCH, the owner of property located at 200 Chase Drive , Portsmouth, NH, Portsmouth Tax Map 0210, Lot 0002 (“CCC”). This Amendment revises the original License Agreement which grants the City the right to use 124 parking spaces and the right to install and maintain a bus shelter on CCC’s land as more fully set forth in the original License Agreement dated May 6, 2015 attached hereto as Exhibit A.

**WHEREAS**, CCC and the City desire to extend the term of the original License Agreement for six (6) months.

**NOW, THEREFORE**, the City and CCC mutually agree to amend the following paragraphs:

2. **TERM.** The Termination Date is amended in paragraph 2 by deleting the words “...ending three years from the Commencement Date” and replacing those words with “October 31, 2018”. No further amendments are made to paragraph 2 and all terms not amended remain in full force and effect.

5. **ANNUAL FEE.** Paragraph 5 is deleted in its entirety and replaced with the following:

The City shall pay \$1,500 a month on the first of the month commencing May 1, 2018 through October 1, 2018. These payments shall be made payable to the Connect Community Church.

8. **SECURITY.** Paragraph 8 is deleted in its entirety because the parties never entered into a separate agreement for the City to pay CCC to provide security for the parking lot.

9. **INDEMNIFICATION.** The second paragraph of paragraph 9 is deleted in its entirety. The first paragraph is not amended and remains in full force and effect.

**ALL OTHER PARAGRAPHS NOT REVISED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT**

**IN WITNESS WHEREOF**, the City and CCC have executed this Agreement as of the date first above written.

**CITY OF PORTSMOUTH**

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

John P. Bohenko  
City Manager, City of Portsmouth

Approved by vote of City Council on \_\_\_\_\_

**CONNECT COMMUNITY CHURCH**

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

Pastor Chad J. Lynn

Approved by vote of Connect Community Church  
on \_\_\_\_\_

H:/jferrini/parkingandtraffic/ccc/amendment

DRAFT

**CITY OF PORTSMOUTH**  
**CITY COUNCIL POLICY No. 2018-XX**

**LICENSE FEE FOR ENCUMBRANCE OF CITY PROPERTY**

Any party temporarily encumbering city property for purposes of construction, other than one or two family dwellings, beyond thirty working days, shall apply to the City Council for a license and pay the following fees:

- A. Metered parking spaces -- \$35 per day per space, \$50 for spaces in the high occupancy zone
- B. Any other City right-of-way / land, including but not limited to unmetered parking spaces, travel ways, loading zones and sidewalks – \$0.22 per square foot per day

The license fees set forth above will be doubled if the license period extends beyond its terms.

Any encumbrance that extends beyond thirty working days without an approved City Council license shall also be subject to the above fees.

The City Manager may waive the license fees for parking in unmetered spaces if the applicant can provide equivalent public parking in the immediate vicinity of the licensed area.

The Public Works Director shall administer the application of the License fees under this policy.

Any party that disputes the application of this policy to its request for a license may appeal to the City Manager.

**Adopted by the Portsmouth City Council on:** \_\_\_\_\_

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



CITY OF PORTSMOUTH, NEW HAMPSHIRE  
OFFICE OF THE CITY CLERK

**BOARDING HOUSE PERMIT APPLICATION**

**INSTRUCTIONS:** Please print or type clearly and complete all information accurately. Incomplete applications will not be accepted.

**APPLICANT INFORMATION**

Applicant Name: Paul White Telephone: 207 439 4891

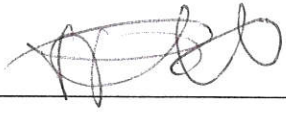
Address: PO Box 1325 City/State/Zip: Portsmouth N.H. 03802-1325

Boarding House Location: 278 Cabot St

Number of Rooms 12

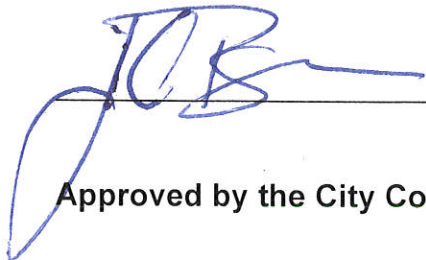
**CERTIFICATION**

I, the undersigned, have completed this application accurately, in accordance with Chapter 9, Article VIII of the Boarding House Ordinance:

Signature:  Date: 4/9/18

-----  
**Administrative Use Only**

Approved by the Zoning Officer:

 Date 4-10-18

Approved by the City Council: \_\_\_\_\_

**DRAFT**  
**BOARDING HOUSE**  
**PERMIT**

CITY OF PORTSMOUTH, NEW HAMPSHIRE

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Permit Number: 2018-02

Date: April 16, 2018

BE KNOWN, that Janet L. White-Nay and Paul H. White, Trustee, P.O. Box 1325 Portsmouth, NH 03802-1325 is licensed to operate a boarding house located at 278 Cabot Street within the City of Portsmouth, NH for the following number of rooms:

Number of Rooms: 12

The boarding house complies with City Ordinance Chapter 9, Article VIII, Sections 9.801 – 9.805 at the date of issuance of permit.

This permit will expire: April 16, 2019

Attest:

Kelli L. Barnaby, City Clerk  
OFFICE OF THE CITY CLERK

To Jason 3-7-18



CITY OF PORTSMOUTH, NEW HAMPSHIRE  
OFFICE OF THE CITY CLERK

**BOARDING HOUSE PERMIT APPLICATION**

**INSTRUCTIONS:** Please print or type clearly and complete all information accurately. Incomplete applications will not be accepted.

**APPLICANT INFORMATION**

Applicant Name: G Edward Gowen Jr Telephone: 603-867-9260

Address: 355 Great Bay Rd City/State/Zip: Greenland NH  
03840

Boarding House Location: 350-352 Hanover St., Portsmouth, NH 03801

Number of Rooms 13

**CERTIFICATION**

I, the undersigned, have completed this application accurately, in accordance with Chapter 9, Article VIII of the Boarding House Ordinance:

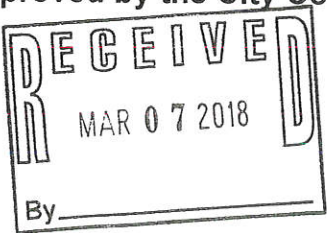
Signature: Edward Gowen Date: 3/3/18

**Administrative Use Only**

Approved by the Zoning Officer:

Date 4-10-18

Approved by the City Council: \_\_\_\_\_



**DRAFT**  
**BOARDING HOUSE**  
**PERMIT**

CITY OF PORTSMOUTH, NEW HAMPSHIRE

---

Permit Number: 2018-01

Date: April 16, 2018

BE KNOWN, that G. Edward Gowen, Jr., 355 Great Bay Road Greenland, NH 03840 is licensed to operate a boarding house located at 350-352 Hanover Street within the City of Portsmouth, NH for the following number of rooms:

Number of Rooms: 12

The boarding house complies with City Ordinance Chapter 9, Article VIII, Sections 9.801 – 9.805 at the date of issuance of permit.

This permit will expire: April 16, 2019

Attest:

Kelli L. Barnaby, City Clerk  
OFFICE OF THE CITY CLERK



City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801  
(603) 610-7232 / Fax: (603) 427-1593

Return by 3/16/18 to:  
City of Portsmouth  
Planning Department  
1 Junkins Avenue  
Portsmouth, NH 03801

**2018 Application for Use of City Property for Sidewalk Café Providing Alcohol Service**

Restaurant Name Popovers on the Square  
Restaurant Address 8 Congress St. Portsmouth, NH 03801  
Applicant Name John Tinios Phone # (603) 926-9657  
Applicant Address PO Box 1259 Hampton, NH 03843  
Applicant E-mail Kmaloney@tinioshospitality.com  
Proposed Café Area (square feet) 570  
Number of tables 10 Number of seats 38

**Required attachments:**

**1. Dimensioned site plan showing existing conditions including public infrastructure such as:**

- |                                       |   |   |
|---------------------------------------|---|---|
| <input type="checkbox"/> curb lines   | <input type="checkbox"/> tree grates    | <input type="checkbox"/> licensed A-frame signs                       |
| <input type="checkbox"/> light poles  | <input type="checkbox"/> manhole covers | <input type="checkbox"/> adjacent on-street parking and loading zones |
| <input type="checkbox"/> bike racks   | <input type="checkbox"/> meters         | <input type="checkbox"/> adjacent accessible sidewalk curb cuts       |
| <input type="checkbox"/> street trees |   |   |

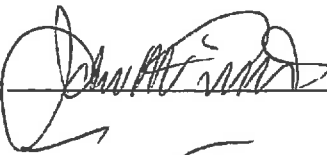
**2. Dimensioned site plan showing proposed conditions including:**

- table/chair layout plan for the sidewalk café
- dimensioned routes of travel within the sidewalk café area and on the adjoining public sidewalk

**3. Detail sheets for all proposed elements including:**

- |  |  |
|--|--|
| <input type="checkbox"/> enclosure system  | <input type="checkbox"/> lighting          |
| <input type="checkbox"/> tables and chairs | <input type="checkbox"/> trash receptacles |

**NOTE: The proposed sidewalk café must comply with the attached design standards.**

SIGNATURE:  DATE: 3/12/2018  
PRINT NAME: John Tinios TITLE: PRESIDENT



# POPOVERS

---

## ON THE SQUARE

8 CONGRESS STREET  
PORTSMOUTH, NH 03801  
(603) 431-1119

March 13, 2018

City Planning Department  
City of Portsmouth, NH  
1 Junkins Avenue  
Portsmouth, NH 03801

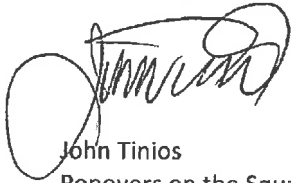
RE: Use of City Property for Sidewalk Cafes Providing Alcohol Service

To Whom It May Concern:

Popovers is interested in attaining a permit for sidewalk usage of alcohol service for the 2018 season. We would like to start service on Friday, April 27, 2018. Our seating plan will be the same as the past year and during the 2017 season including 10 tables, 38 seats, and 1 outside container fully enclosed for garbage and recycling. We also plan to have at least one service person for the area during alcohol service times. The 570 square foot area would be surrounded by fencing 3-4 feet in height to surround the perimeter and would be portable so that it may be removed during the off-season for snow removal access. There would be no change to the grates or impact to the trees that are in the area.

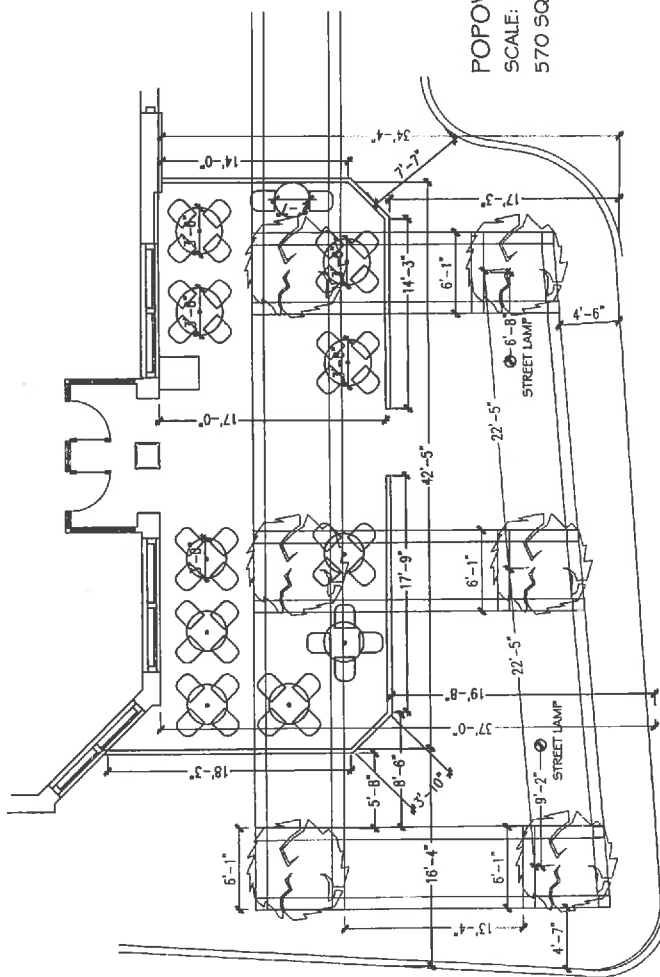
As requested for approval, I have enclosed two documents, one that displays the current exterior area of Popovers and the other that displays our proposal for a sidewalk café with dimensions and detailed elements. Please let me know if there is any additional information you need

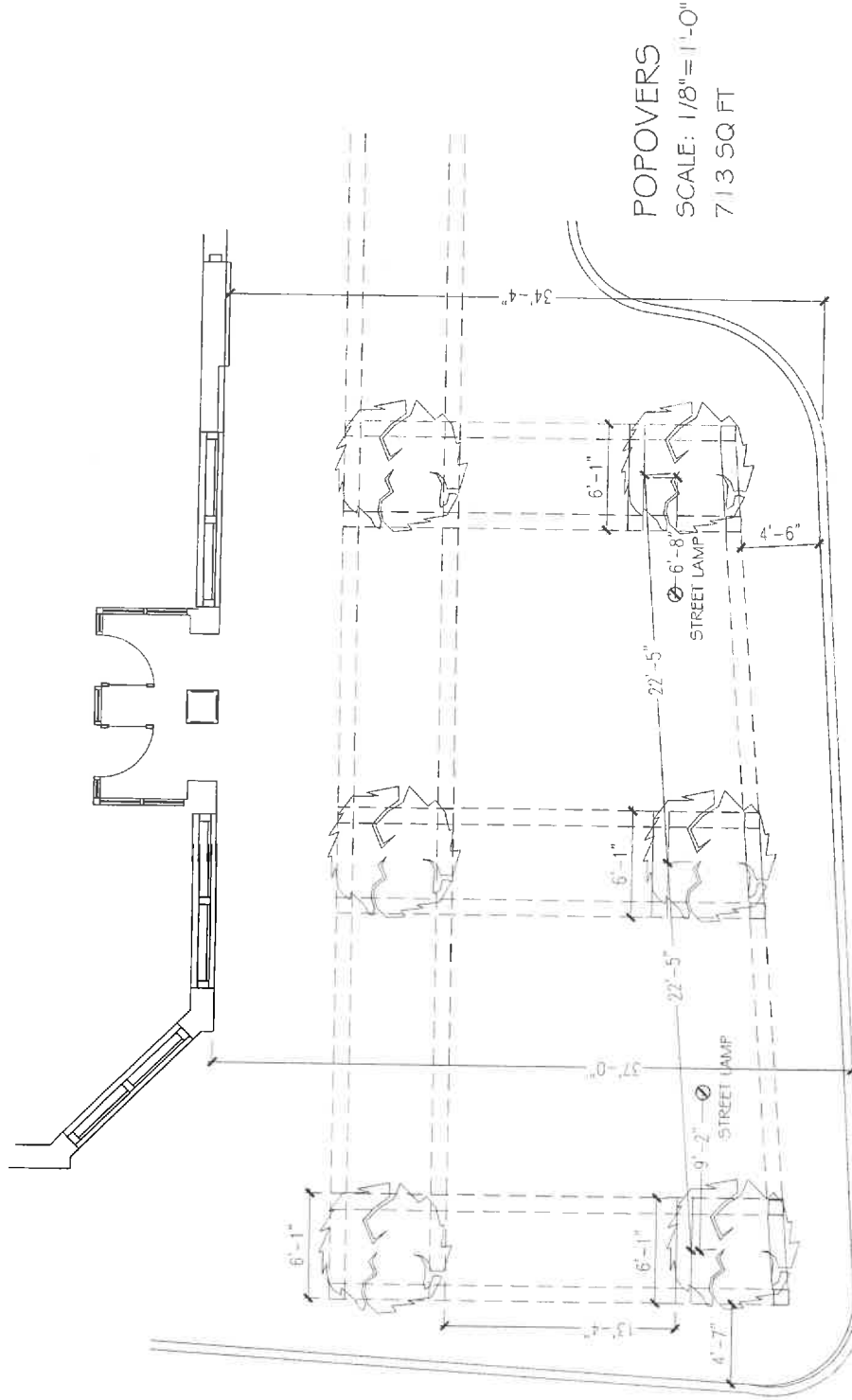
Respectfully,



John Tinios  
Popovers on the Square

POPOVERS SITE PLAN  
 SCALE: 1/8" = 1'-0"  
 570 SQ FT / 38 SEATS







City of Portsmouth  
 1 Junkins Avenue  
 Portsmouth, NH 03801  
 (603) 610-7232 / Fax: (603) 427-1593

**Return by 3/16/18 to:**  
 City of Portsmouth  
 Planning Department  
 1 Junkins Avenue  
 Portsmouth, NH 03801

**2018 Application for Use of City Property for Sidewalk Café Providing Alcohol Service**

Restaurant Name Ri Ra Irish Pub  
 Restaurant Address 22-26 Market Square Portsmouth NH 03801  
 Applicant Name Scotty Cheever Phone # 603-319-1680  
 Applicant Address ~~riraportsmouth@rirra.com~~ 22-26 Market Sq Portsmouth  
 Applicant E-mail riraportsmouth@rirra.com NH 03801  
 Proposed Café Area (square feet) 508  
 Number of tables 7 Number of seats 48

**Required attachments:**

**1. Dimensioned site plan showing existing conditions including public infrastructure such as:**

- |                                       |   |   |
|---------------------------------------|---|---|
| <input type="checkbox"/> curb lines   | <input type="checkbox"/> tree grates    | <input type="checkbox"/> licensed A-frame signs                       |
| <input type="checkbox"/> light poles  | <input type="checkbox"/> manhole covers | <input type="checkbox"/> adjacent on-street parking and loading zones |
| <input type="checkbox"/> bike racks   | <input type="checkbox"/> meters         | <input type="checkbox"/> adjacent accessible sidewalk curb cuts       |
| <input type="checkbox"/> street trees |   |   |

**2. Dimensioned site plan showing proposed conditions including:**

- table/chair layout plan for the sidewalk café
- dimensioned routes of travel within the sidewalk café area and on the adjoining public sidewalk

**3. Detail sheets for all proposed elements including:**

- |  |  |
|--|--|
| <input type="checkbox"/> enclosure system  | <input type="checkbox"/> lighting          |
| <input type="checkbox"/> tables and chairs | <input type="checkbox"/> trash receptacles |

**NOTE: The proposed sidewalk café must comply with the attached design standards.**

SIGNATURE:  DATE: 3/13/18

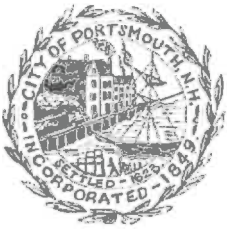
PRINT NAME: Scotty A Cheever TITLE: General Manager

## Sidewalk Cafes Providing Alcohol Service on City Property: Site Design Standards

(Per City Council Policy No. 2012-02)

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





City of Portsmouth  
 1 Junkins Avenue  
 Portsmouth, NH 03801  
 (603) 610-7232 / Fax: (603) 427-1593

**Return by 3/16/18 to:**  
 City of Portsmouth  
 Planning Department  
 1 Junkins Avenue  
 Portsmouth, NH 03801

**2018 Application for Use of City Property for Sidewalk Café Providing Alcohol Service**

Restaurant Name The District  
 Restaurant Address 103 Congress St.  
 Applicant Name David Takis Phone # 603 507 0586  
 Applicant Address 31 BALSAM DR. SANBORNVILLE, NH 03872  
 Applicant E-mail david@thedistrictnh.com  
 Proposed Café Area (square feet) 500  
 Number of tables 17 Number of seats 35

**Required attachments:**

**1. Dimensioned site plan showing existing conditions including public infrastructure such as:**

- curb lines
- light poles
- bike racks
- street trees
- tree grates
- manhole covers
- meters
- licensed A-frame signs
- adjacent on-street parking and loading zones
- adjacent accessible sidewalk curb cuts

**2. Dimensioned site plan showing proposed conditions including:**

- table/chair layout plan for the sidewalk café
- dimensioned routes of travel within the sidewalk café area and on the adjoining public sidewalk

**3. Detail sheets for all proposed elements including:**

- enclosure system
- tables and chairs
- lighting
- trash receptacles

**NOTE: The proposed sidewalk café must comply with the attached design standards.**

SIGNATURE: [Signature] DATE: 02/26/18

PRINT NAME: DAVID TAKIS TITLE: President

## **Sidewalk Cafes Providing Alcohol Service on City Property: Site Design Standards**

(Per City Council Policy No. 2012-02)

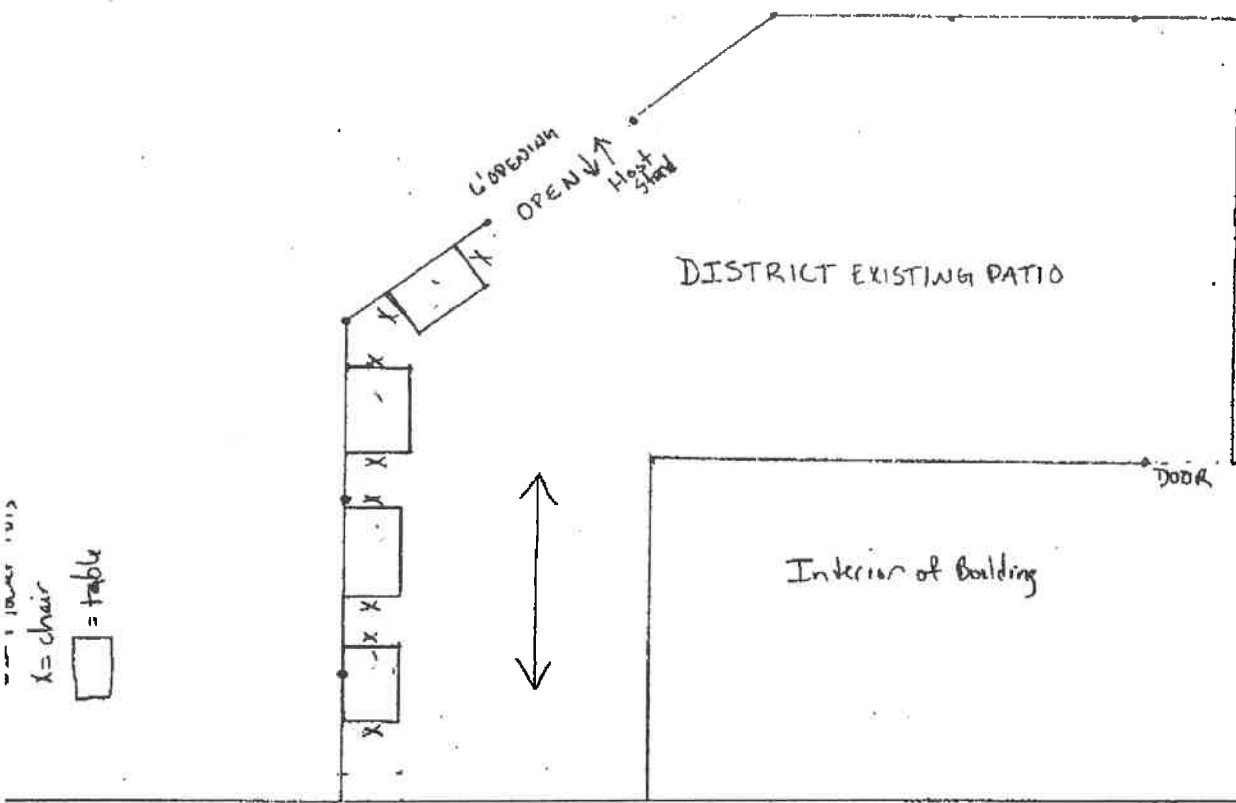
- Sidewalk cafes with alcohol service shall be separated from the public pedestrian space on the adjacent municipal sidewalk by a moveable/non-permanent enclosure system consisting of heavy duty black decorative metal materials or equivalent as approved by the City Manager or his designee. Special attention shall be paid to the method used to support the enclosure system in order to avoid damage to public property and insure public safety. The minimum height of the enclosure system shall be 30 inches and the maximum height shall be 36 inches.
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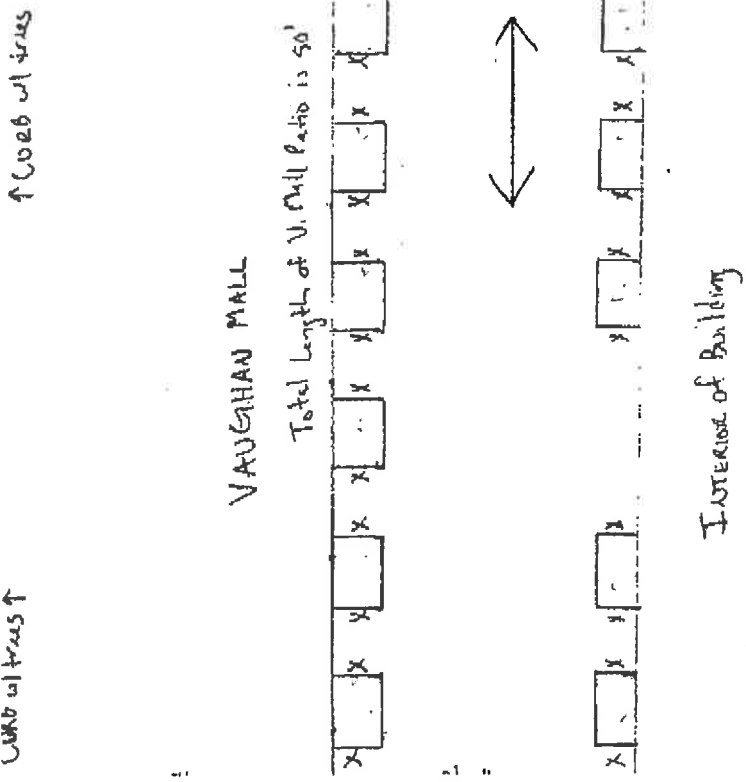
11/11/11

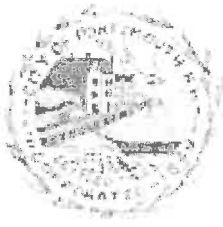
61"

AGE 1



AGE 2





City of Portsmouth  
 1 Jenkins Avenue  
 Portsmouth, NH 03801  
 (603) 610-7232 / Fax: (603) 427-1593

Return by 3/16/18 to:  
 City of Portsmouth  
 Planning Department  
 1 Jenkins Avenue  
 Portsmouth, NH 03801

2018 Application for Use of City Property for Sidewalk Café Providing Alcohol Service

Restaurant Name Fezzini's Food & Fountain  
 Restaurant Address 112 State Street Portsmouth, NH 03801  
 Applicant Name Penny Szucs Phone # 603 501-0023  
 Applicant Address 62018 Turnpike Rd Nottingham, NH 03290  
 Applicant E-mail penny@picknicksmeccanble.com  
 Proposed Café Area (square feet) 120 sq ft  
 Number of tables 3 Number of seats 6

Required attachments:

1. Dimensioned site plan showing existing conditions including public infrastructure such as:

- |                                       |   |   |
|---------------------------------------|---|---|
| <input type="checkbox"/> curb lines   | <input type="checkbox"/> tree grates    | <input type="checkbox"/> licensed A-frame signs                       |
| <input type="checkbox"/> light poles  | <input type="checkbox"/> manhole covers | <input type="checkbox"/> adjacent on-street parking and loading zones |
| <input type="checkbox"/> bike racks   | <input type="checkbox"/> meters         | <input type="checkbox"/> adjacent accessible sidewalk curb cuts       |
| <input type="checkbox"/> street trees |   |   |

2. Dimensioned site plan showing proposed conditions including:

- table/chair layout plan for the sidewalk café
- dimensioned routes of travel within the sidewalk café area and on the adjoining public sidewalk

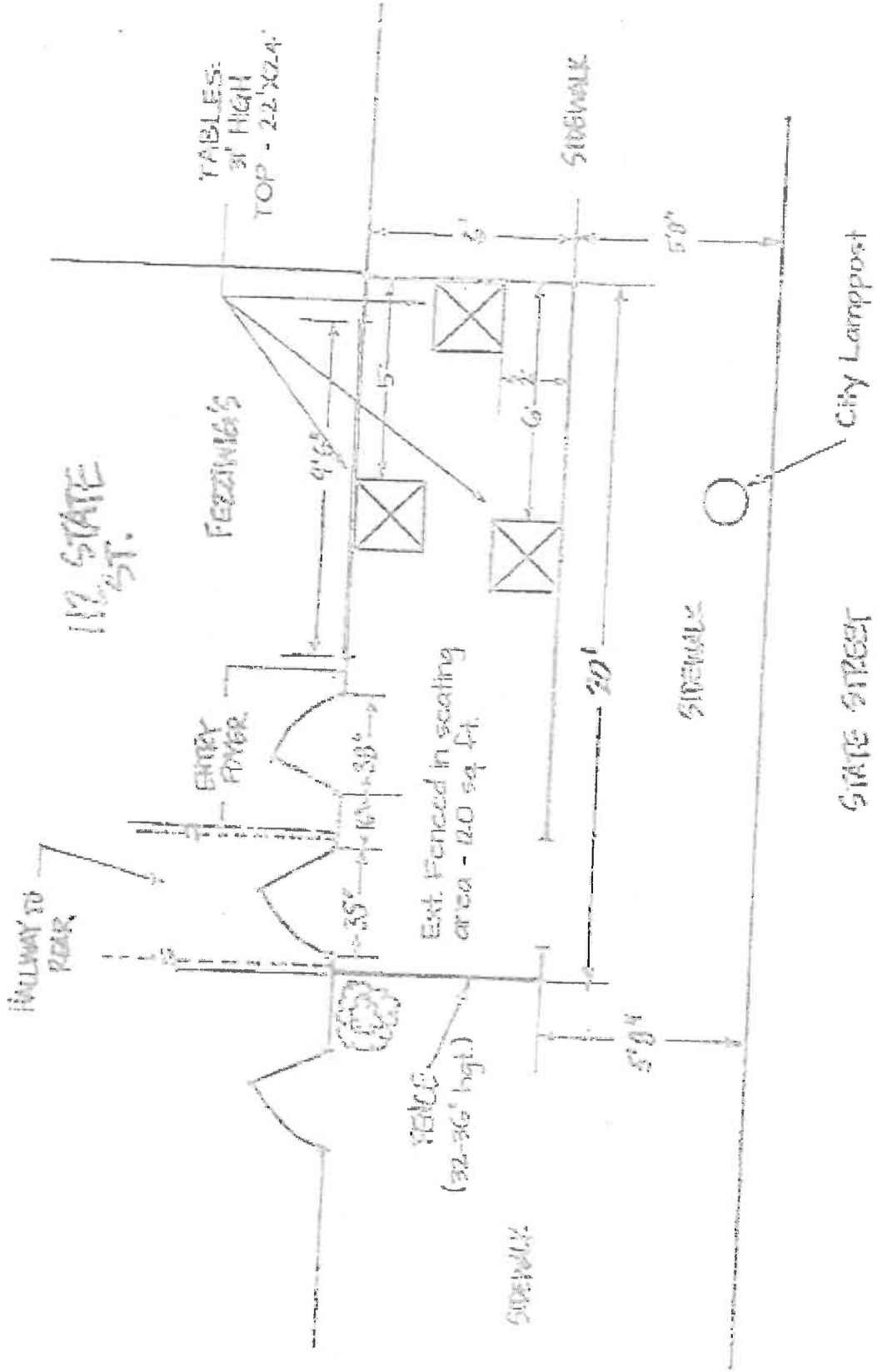
3. Detail sheets for all proposed elements including:

- |  |  |
|--|--|
| <input type="checkbox"/> enclosure system  | <input type="checkbox"/> lighting          |
| <input type="checkbox"/> tables and chairs | <input type="checkbox"/> trash receptacles |

NOTE: The proposed sidewalk café must comply with the attached design standards.

SIGNATURE: Penny Szucs DATE: 4/5/18

PRINT NAME: Penny Szucs TITLE: General Manager





City of Portsmouth  
 1 Junkins Avenue  
 Portsmouth, NH 03801  
 (603) 610-7232 / Fax: (603) 427-1593

**Return by 3/16/18 to:**  
 City of Portsmouth  
 Planning Department  
 1 Junkins Avenue  
 Portsmouth, NH 03801

**2018 Application for Use of City Property for Sidewalk Café Providing Alcohol Service**

Restaurant Name Raleigh Wine Bar + Market

Restaurant Address 67 State Street

Applicant Name Namrata Idnani Phone # 603-427-8459

Applicant Address 99 Hanover St. Apt. 4201, Portsmouth, NH 03801

Applicant E-mail nimi@raleighwinebar.com

Proposed Café Area (square feet) 444.9 square feet

Number of tables 9 Number of seats 30

**Required attachments:**

**1. Dimensioned site plan showing existing conditions including public infrastructure such as:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> curb lines   | <input checked="" type="checkbox"/> tree grates    | <input checked="" type="checkbox"/> licensed A-frame signs                       |
| <input checked="" type="checkbox"/> light poles  | <input checked="" type="checkbox"/> manhole covers | <input checked="" type="checkbox"/> adjacent on-street parking and loading zones |
| <input checked="" type="checkbox"/> bike racks   | <input checked="" type="checkbox"/> meters         | <input checked="" type="checkbox"/> adjacent accessible sidewalk curb cuts       |
| <input checked="" type="checkbox"/> street trees |  |  |

**2. Dimensioned site plan showing proposed conditions including:**

- table/chair layout plan for the sidewalk café
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**3. Detail sheets for all proposed elements including:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> enclosure system  | <input type="checkbox"/> lighting          |
| <input checked="" type="checkbox"/> tables and chairs | <input type="checkbox"/> trash receptacles |

**NOTE: The proposed sidewalk café must comply with the attached design standards.**

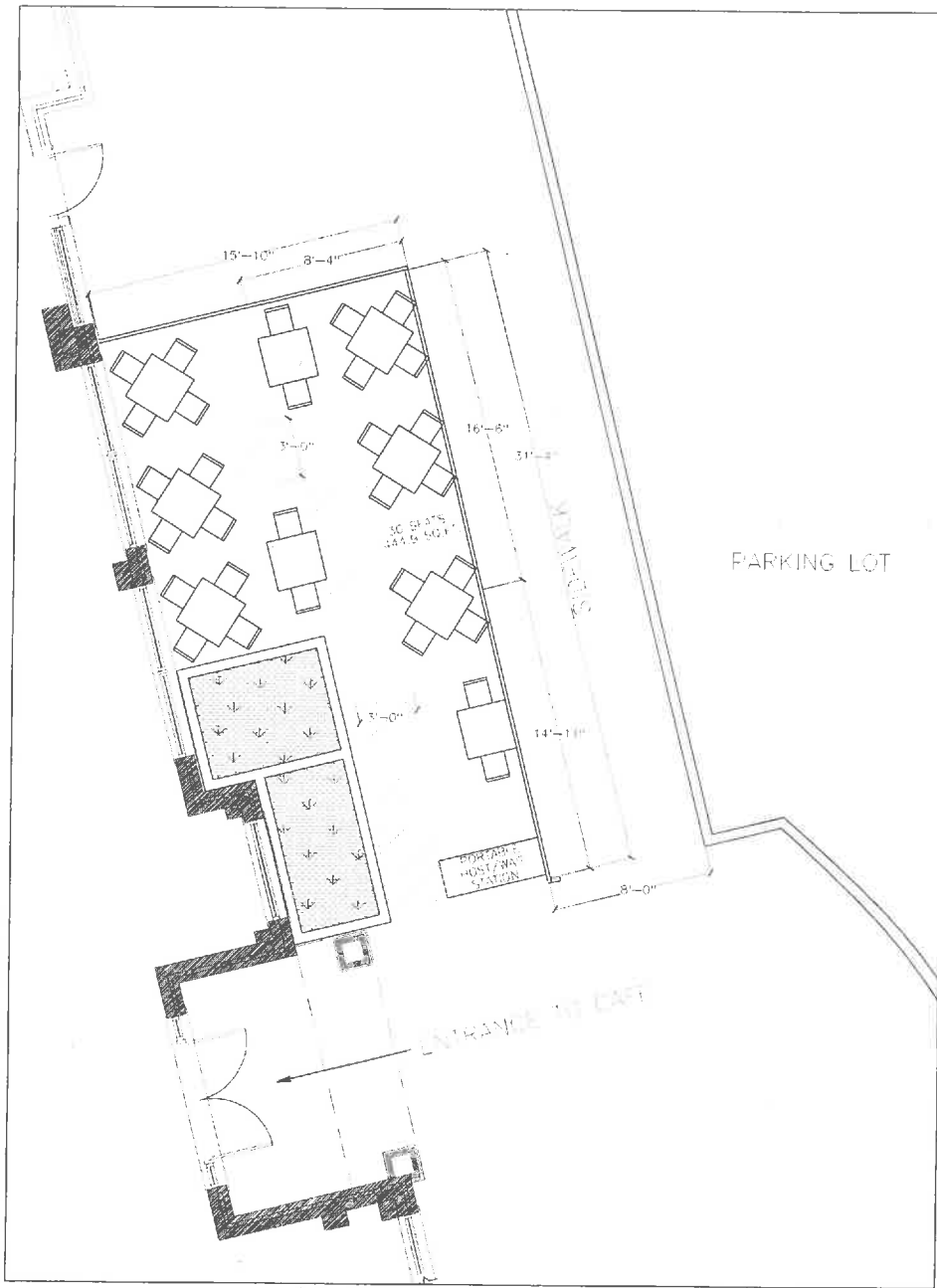
SIGNATURE:  DATE: 3/27/2018

PRINT NAME: Namrata Idnani TITLE: Manager + Owner

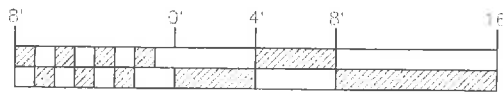
## Sidewalk Cafes Providing Alcohol Service on City Property: Site Design Standards

(Per City Council Policy No. 2012-02)

- Sidewalk cafes with alcohol service shall be separated from the public pedestrian space on the adjacent municipal sidewalk by a moveable/non-permanent enclosure system consisting of heavy duty black decorative metal materials or equivalent as approved by the City Manager or his designee. Special attention shall be paid to the method used to support the enclosure system in order to avoid damage to public property and insure public safety. The minimum height of the enclosure system shall be 30 inches and the maximum height shall be 36 inches.
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PLAN - PROPOSED OUTDOOR SEATING @ PATIO



RALEIGH WINE BAR AND MARKET  
67 STATE STREET, PORTSMOUTH, NH

DATE: 04/05/2018  
SCALE: 3/16" = 1' - 0"



LIBERTY UNIVERSITY, INC.  
1000 LIBERTY AVENUE, BOX 1800  
LEWISBURG, VA 24093-0180  
TEL: 434/529-4000 FAX: 434/529-4001

AMENDED SITE PLAN  
WIDGITT AVENUE, I-66  
75 STATE STREET  
FURKESMOR HILL, VA

C3



## 30" Square Greystone Outdoor / Indoor Standard Height Table with Round Base



- Ideal for both indoor and outdoor dining areas
- Black-powder coated, UV resistant base with leveling guides
- Durable composite blend top with laminate finish
- Easy to wipe down between guests or at the end of a busy shift
- Made for all seasons of the year; resistant to weather, stains, scratches, and corrosion
- 350 lb. weight limit
- Delivered knocked down for shipping savings; assembles easily

**UPC Code:**

071235916862

**Condition:**

New

**Shipping:**

Usually Ships in 7-10 Business Days



Holland Bar Stool Co.

[View all Holland Bar Stool Outdoor Restaurant Tables](#)



Innovative engineering brings us the Enduro Top table from the Holland Bar Stool Company! Designed to resist staining, moisture, UV rays, scratches, dents, and other signs of wear, this table is perfect for rough, heavy use applications and outdoor seating areas. Learn more by watching this quick demonstration.

**HOLLAND BAR STOOL OD214-2230BWOD30SQGRYSTN SPECS**

Length	30 Inches
Width	30 Inches
Height	30 Inches
Height Style	Standard Height
Capacity	350 lb.
Color	Gray
Frame Color	Black
Made in America	Yes
Shape	Square
Tabletop Material	Composite
Type	Tables
Usage	Indoor / Outdoor

## **Holland Bar Stool OD214-2230BWOD30SQGryStn Details**

Use this Holland Bar Stool OD214-2230BWOD30SQGryStn 30" square greystone standard height table to complete your restaurant's indoor or outdoor dining area! Designed to be used during all seasons of the year, this table boasts a durable composite blend top with a laminate finish that will resist stains, scratches, and corrosion whether it's exposed to bright sunlight or harsh winter conditions. Its attractive, square top rests upon a sleek, UV-resistant black-powder coated frame with adjustable feet to provide stability and added visual appeal.

Delivered knocked down to save you money on shipping, this table is extremely simple to assemble and, once in use, can support up to 350 lb. Provide your guests with a convenient, stylish place to sit and enjoy your offerings with this Holland Bar Stool table!

### **Overall Dimensions:**

Length: 30"

Width: 30"

Height: 30"

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.



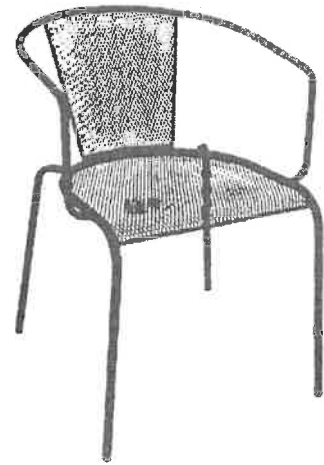
**Made in America**

This item was made in the United States of America.



**Seating Capacity: 2 - 4**

Two to four people can comfortably sit at this table.

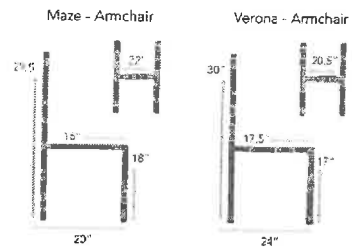


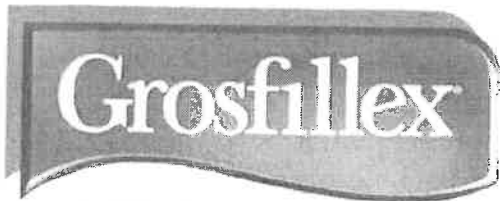
## Maze / Verona

Product #	Description	Finish
DV360BL	<b>Maze Armchair</b> , stacking	Black
SU1305BL	<b>Verona Armchair</b> , stacking	Black

Material (Maze): E-coated powder coated steel micro mesh  
 Material (Verona): Galvanized powder coated steel micro mesh  
 Finish: Black

### Product Dimensions

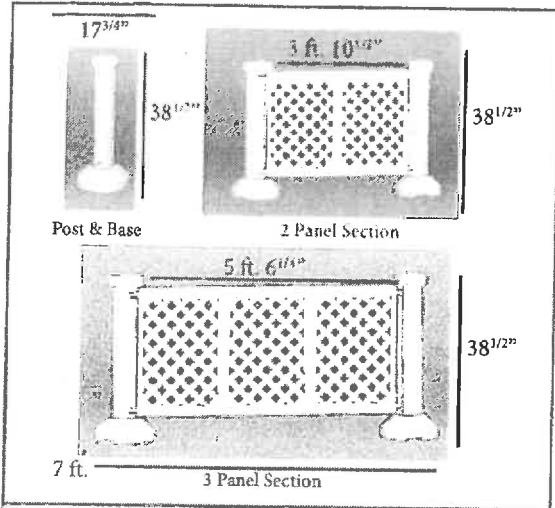




COMMERCIAL RESIN FURNITURE

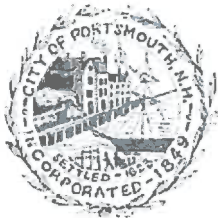
Your best value for Food Service & Hospitality!

# Decorative Versatile Interlocking Resin Fence



- Decorative lattice panels can be assembled and fitted to design & define your patio space!
- U.V. stabilized to resist color fading.
- Made of 100% prime resin, a material naturally weather resistant.
- Each post and base interlocks and can be filled with water or sand to 50 lbs. for extra stability.
- Easily removable for storage at the end of the season.
- Can be power-washed for easy cleaning.
- Will not rust or splinter.
- No painting, sanding, or refinishing necessary.

Product Description	Reference Number	Color	UPC Code	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft.)
Fence Post & Base	US960117	Black	912721	4.41	1	3.60
	US960423	Brown	912752			
2 Panel Section	US962117	Black	912738	8.82	1	1.73
	US962423	Brown	912769			
3 Panel Section	US963117	Black	912745	13.23	1	2.51
	US963423	Brown	912776			
4 Piece Connector Pack	USSP0235	Black		.80	1	.083
	USSP0236	Brown				



City of Portsmouth  
 1 Junkins Avenue  
 Portsmouth, NH 03801  
 (603) 610-7232 / Fax: (603) 427-1593

**Return by 3/16/18 to:**  
 City of Portsmouth  
 Planning Department  
 1 Junkins Avenue  
 Portsmouth, NH 03801

**2018 Application for Use of City Property for Sidewalk Café Providing Alcohol Service**

Restaurant Name Portsmouth BBC, LLC dba British Beer Company  
 Restaurant Address 2 portwalk place  
 Applicant Name Gary Simon Phone # 508-888-6610  
 Applicant Address 15 Richards Rd unit A Plymouth, MA 02360  
 Applicant E-mail garysimon@britishbeer.com / portsmouthpub@britishbeer.com  
 Proposed Café Area (square feet) 350 sq/ft  
 Number of tables 9 Number of seats 24

**Required attachments:**

**1. Dimensioned site plan showing existing conditions including public infrastructure such as:**

- curb lines
- light poles
- bike racks
- street trees
- tree grates
- manhole covers
- meters
- licensed A-frame signs
- adjacent on-street parking and loading zones
- adjacent accessible sidewalk curb cuts

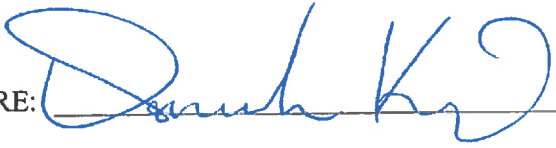
**2. Dimensioned site plan showing proposed conditions including:**

- table/chair layout plan for the sidewalk café
- dimensioned routes of travel within the sidewalk café area and on the adjoining public sidewalk

**3. Detail sheets for all proposed elements including:**

- enclosure system
- tables and chairs
- lighting
- trash receptacles

**NOTE: The proposed sidewalk café must comply with the attached design standards.**

SIGNATURE:  DATE: 2/24/18

PRINT NAME: Danielle King TITLE: General Manager

## **Sidewalk Cafes Providing Alcohol Service on City Property: Site Design Standards**

(Per City Council Policy No. 2012-02)

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









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : MMG Insurance Company INSURER B : Technology Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b> 15997


**INSURED** BRGRBAR  
BRGR-Bar LLC  
150 Garland Road  
Rye NH 03870

**COVERAGES**      **CERTIFICATE NUMBER:** 1730110237      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			BP10621875	2/3/2018	2/3/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KA10621875	2/3/2018	2/3/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			KU10621875	2/3/2018	2/3/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3688592	2/3/2018	2/3/2019	PER STATUTE	OTH-ER
	Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: Restaurant located at 34 Portwalk Place, Portsmouth, NH 03801.  
Please note, liquor liability is included on same policy as general liability.  
Workers Compensation Insurance, par tl (3A), applies to the workers compensation law of the state of New Hampshire.  
Phelps Dieck is excluded from coverage.  
Certificate holder is listed as Additional Insured.

<b>CERTIFICATE HOLDER</b>  City of Portsmouth NH 1 Junkins Avenue Portsmouth NH 03801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



City of Portsmouth  
 1 Junkins Avenue  
 Portsmouth, NH 03801  
 (603) 610-7232 / Fax: (603) 427-1593

**Return by 3/16/18 to:**  
 City of Portsmouth  
 Planning Department  
 1 Junkins Avenue  
 Portsmouth, NH 03801

**2018 Application for Use of City Property for Sidewalk Café Providing Alcohol Service**

Restaurant Name BRGR BAR  
 Restaurant Address 34 PORTWALK PLACE  
 Applicant Name PHELPS CRAIG Phone # 603-988-5106  
 Applicant Address 150 GARLAND RD, RYE NH 03870  
 Applicant E-mail INFO@BRGR-BAR.COM  
 Proposed Café Area (square feet) 480 SQFT.  
 Number of tables 9 Number of seats 30

**Required attachments:**

**1. Dimensioned site plan showing existing conditions including public infrastructure such as:**

- curb lines
- light poles
- bike racks
- street trees
- tree grates
- manhole covers
- meters
- licensed A-frame signs
- adjacent on-street parking and loading zones
- adjacent accessible sidewalk curb cuts

**2. Dimensioned site plan showing proposed conditions including:**

- table/chair layout plan for the sidewalk café
- dimensioned routes of travel within the sidewalk café area and on the adjoining public sidewalk

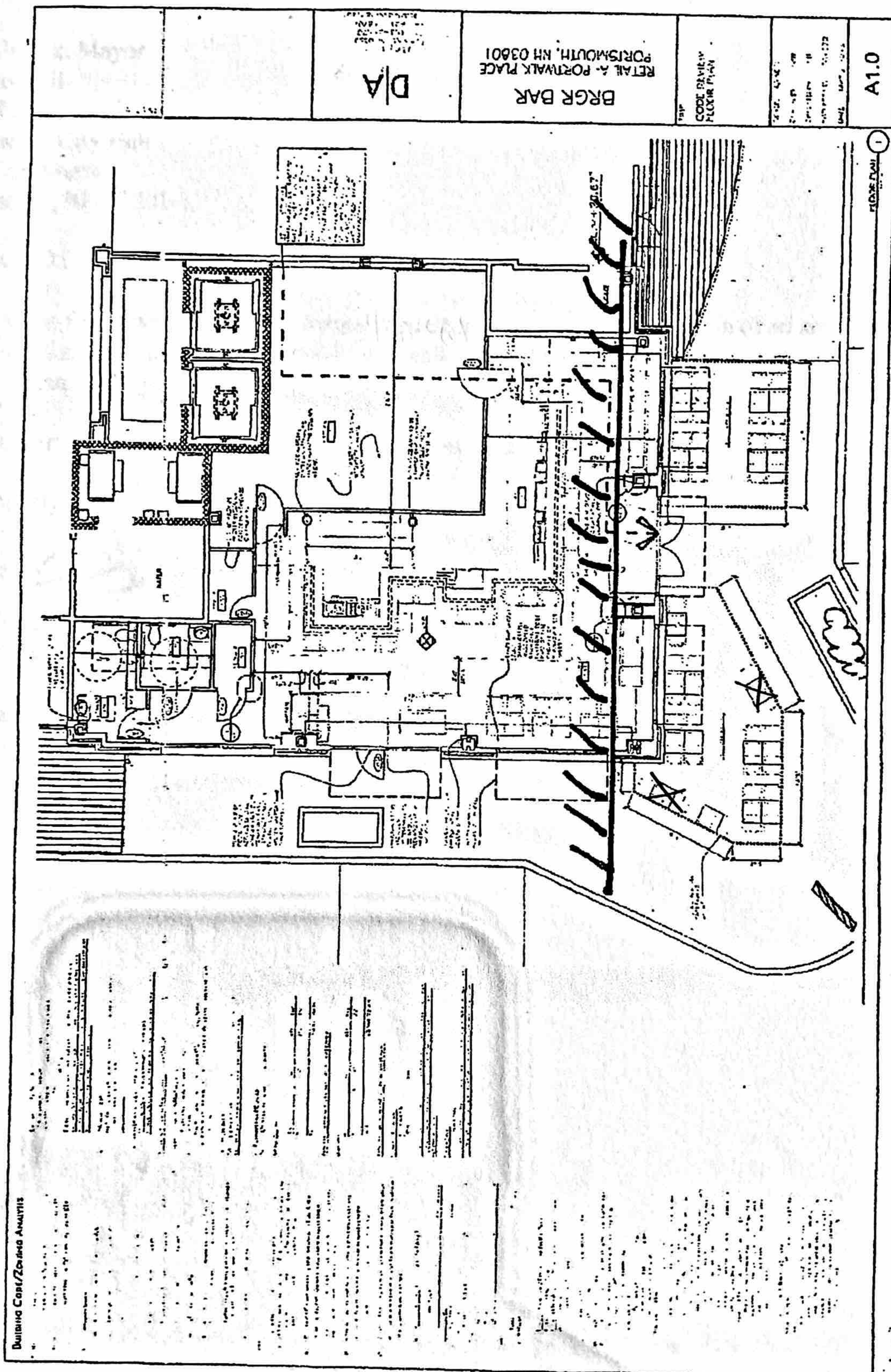
**3. Detail sheets for all proposed elements including:**

- enclosure system
- tables and chairs
- lighting
- trash receptacles

**NOTE: The proposed sidewalk café must comply with the attached design standards.**

SIGNATURE: *Phelps Craig* DATE: 2/27/18

PRINT NAME: PHELPS CRAIG TITLE: owner



March 1<sup>st</sup>, 2018

Jack Blalock, Mayor  
City Council  
City of Portsmouth  
Portsmouth City Hall  
1 Junkins Avenue  
Portsmouth, NH 03801

Honorable Mayor Blalock and City Council,

Please allow this letter to serve as a formal request for favorable consideration of an area service agreement for tables and chairs on public sidewalk, adjacent to BRGR Bar restaurant as shown on attached plan.

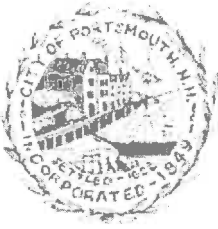
We look forward to reviewing this request with you at an upcoming regularly scheduled meeting.

Respectfully submitted,



Phleps Craig  
BRGR Bar

CC: Carolyn Gregory, Director of Operations, BRGR BAR  
[carolyn@brgr-bar.com](mailto:carolyn@brgr-bar.com)  
603-903-3468



City of Portsmouth  
 1 Junkins Avenue  
 Portsmouth, NH 03801  
 (603) 610-7232 / Fax: (603) 427-1593

Return by 3/16/18 to:  
 City of Portsmouth  
 Planning Department  
 1 Junkins Avenue  
 Portsmouth, NH 03801

**2018 Application for Use of City Property for Sidewalk Café Providing Alcohol Service**

Restaurant Name Row 34  
 Restaurant Address 5 PORTWALK PLACE  
 Applicant Name JAMES McDONNELL Phone # 617-678-3082  
 Applicant Address 500 COMMONWEALTH AVE. BOSTON MA 02215  
 Applicant E-mail JMcDonnell@Row34.com  
 Proposed Café Area (square feet) 290 SF  
 Number of tables 6 Number of seats 18

**Required attachments:**

**1. Dimensioned site plan showing existing conditions including public infrastructure such as:**

- curb lines
- light poles
- bike racks
- street trees
- tree grates
- manhole covers
- meters
- licensed A-frame signs
- adjacent on-street parking and loading zones
- adjacent accessible sidewalk curb cuts

**2. Dimensioned site plan showing proposed conditions including:**

- table/chair layout plan for the sidewalk café
- dimensioned routes of travel within the sidewalk café area and on the adjoining public sidewalk

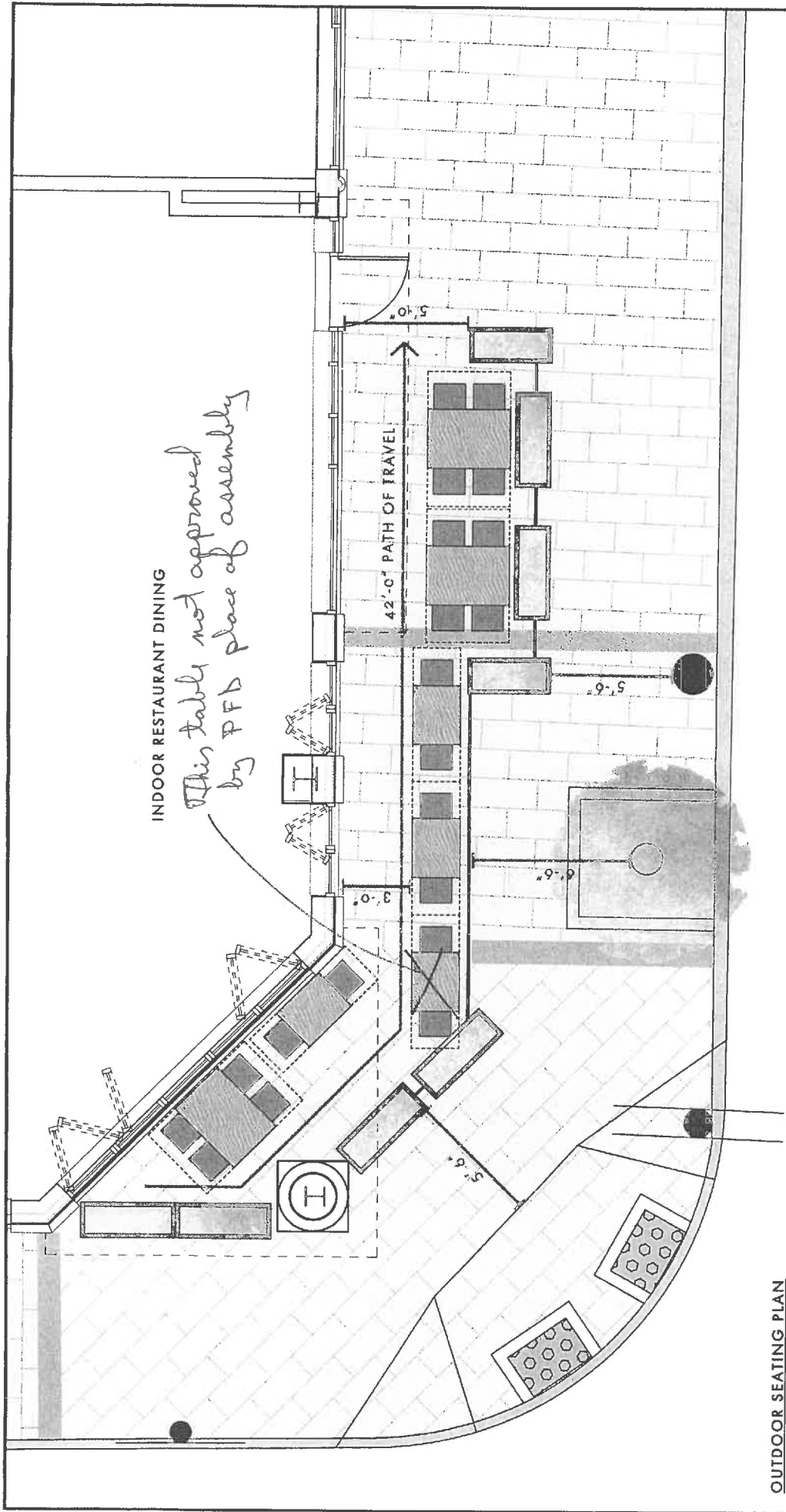
**3. Detail sheets for all proposed elements including:**

- enclosure system
- tables and chairs
- lighting
- trash receptacles

**NOTE: The proposed sidewalk café must comply with the attached design standards.**

SIGNATURE: James McDonnell DATE: 3/9/18

PRINT NAME: JAMES McDonnell TITLE: Director of Facilities



**OUTDOOR SEATING PLAN**

PROJECT NO. 2016010

**ROW 34 PORTSMOUTH**  
 5 PORTWALK PLACE, PORTSMOUTH, NH

Return to:  
City of Portsmouth  
1 Junkins Ave.  
Portsmouth, NH 03801

### **ACCESS EASEMENT DEED**

**409 FRANKLIN PIERCE HIGHWAY LLC**, a New Hampshire Limited Liability Company, with a mailing address of 224 Mill Pond Way, Nottingham, New Hampshire 03290 (“Grantor”) for consideration paid, grants to the **CITY OF PORTSMOUTH**, a body politic, having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“Grantee”) with QUITCLAIM COVENANTS, the following:

A permanent access easement over and through a portion of Grantor’s property identified as Lot 243-26 (“Grantor’s Property”) on a plan of land titled "Lot Line Adjustment & Consolidation Plan", dated October 16, 2017, as revised to the date hereof, prepared by Altus Engineering Inc., and recorded at Plan D-\_\_\_\_\_ in the Rockingham County Registry of Deeds (the “Plan”).

The Easement is as more specifically identified and described on the Plan as “Proposed Utilities & Access Easement in Favor of the City of Portsmouth Over Parcel 243-26”. The easement consists of approximately 2,762 square feet (“Easement Area”).

The primary purpose of this permanent access easement grant is to allow Grantee and its agents access to the portion of Grantor’s Property referred to as the “Easement Area” so that Grantee and its agents can safely maneuver vehicles into and out of Grantor’s Property, surrounding properties and the public right-of-way known as Swett Avenue, when performing snowplowing, trash/recycling pick-up, fire and rescue operations, or other similar municipal operations. The Grantee shall also be permitted to use any portion of the Easement Area to store snow so long as said snow storage does not impede, make unsafe, or obstruct access to the Grantor’s Property referenced herein.

The Grantor reserves the right to make use of the Easement Area depicted on the Plan, except that Grantor shall not temporarily or permanently obstruct municipal operations in the Easement Area or allow any other uses of the Easement Area that would interfere with or frustrate the purpose(s) of the easement herein conveyed.

In the event of breach of the terms of this easement by either Grantor or Grantee or their agents, the non-breaching party may resort to self-help as necessary to remedy the breach without having to provide prior notice to the breaching party.

This easement appurtenant shall run with the land and shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the Grantor and Grantee.

MEANING AND INTENDING to convey an easement over a portion of the property of Grantor conveyed by North Woods Revocable Trust, Libby K. Rust, Trustee and John D. Rust, Trustee, to 409 Franklin Pierce Highway, LLC by Warranty Deed dated June 2, 2017 and recorded in the Rockingham County Registry of Deeds at Book 5823, Page 2681.

This is an exempt transfer per RSA 78-B:2(I).

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

409 Franklin Pierce Highway, LLC

By: \_\_\_\_\_  
, Duly Authorized

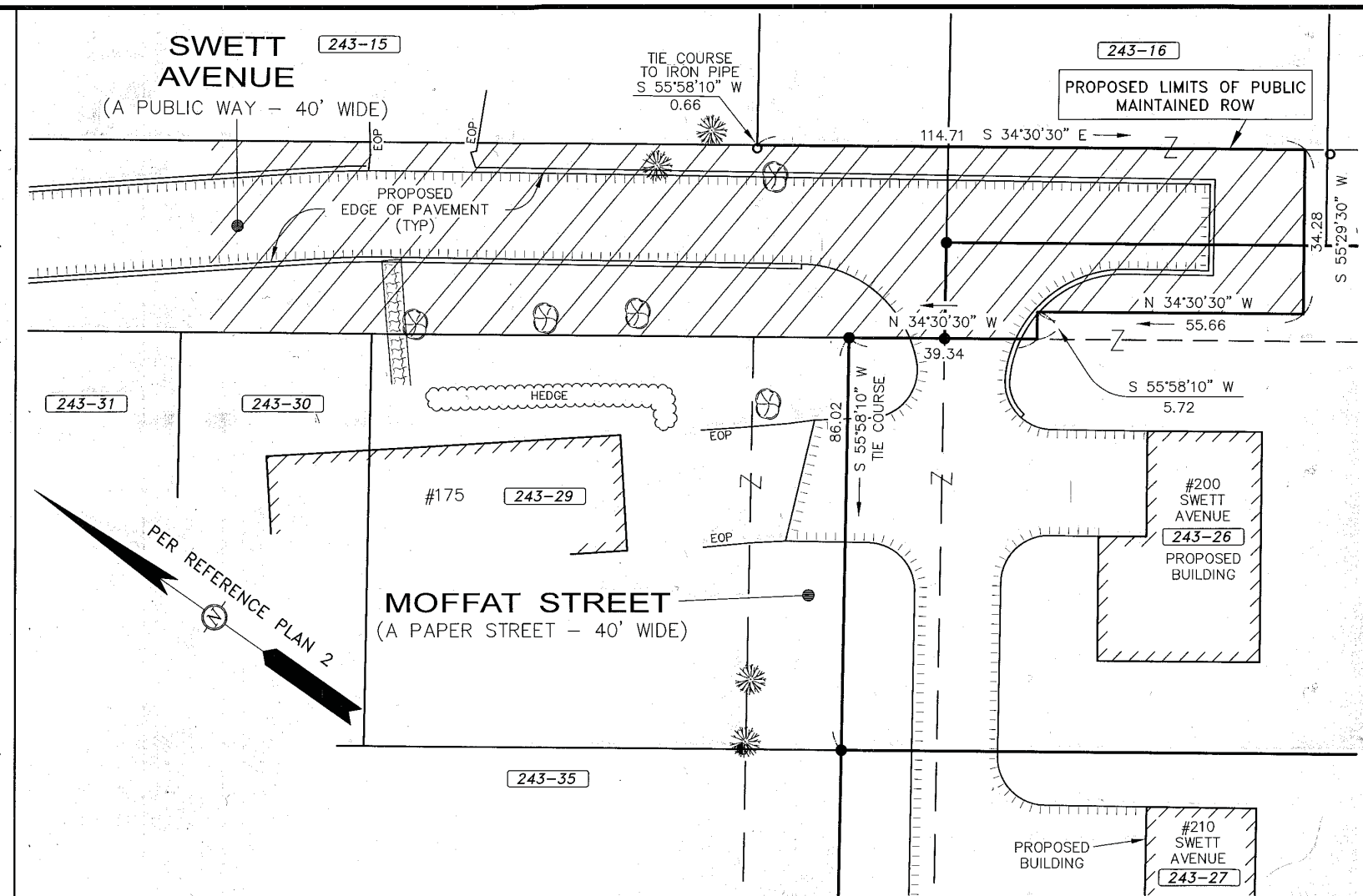
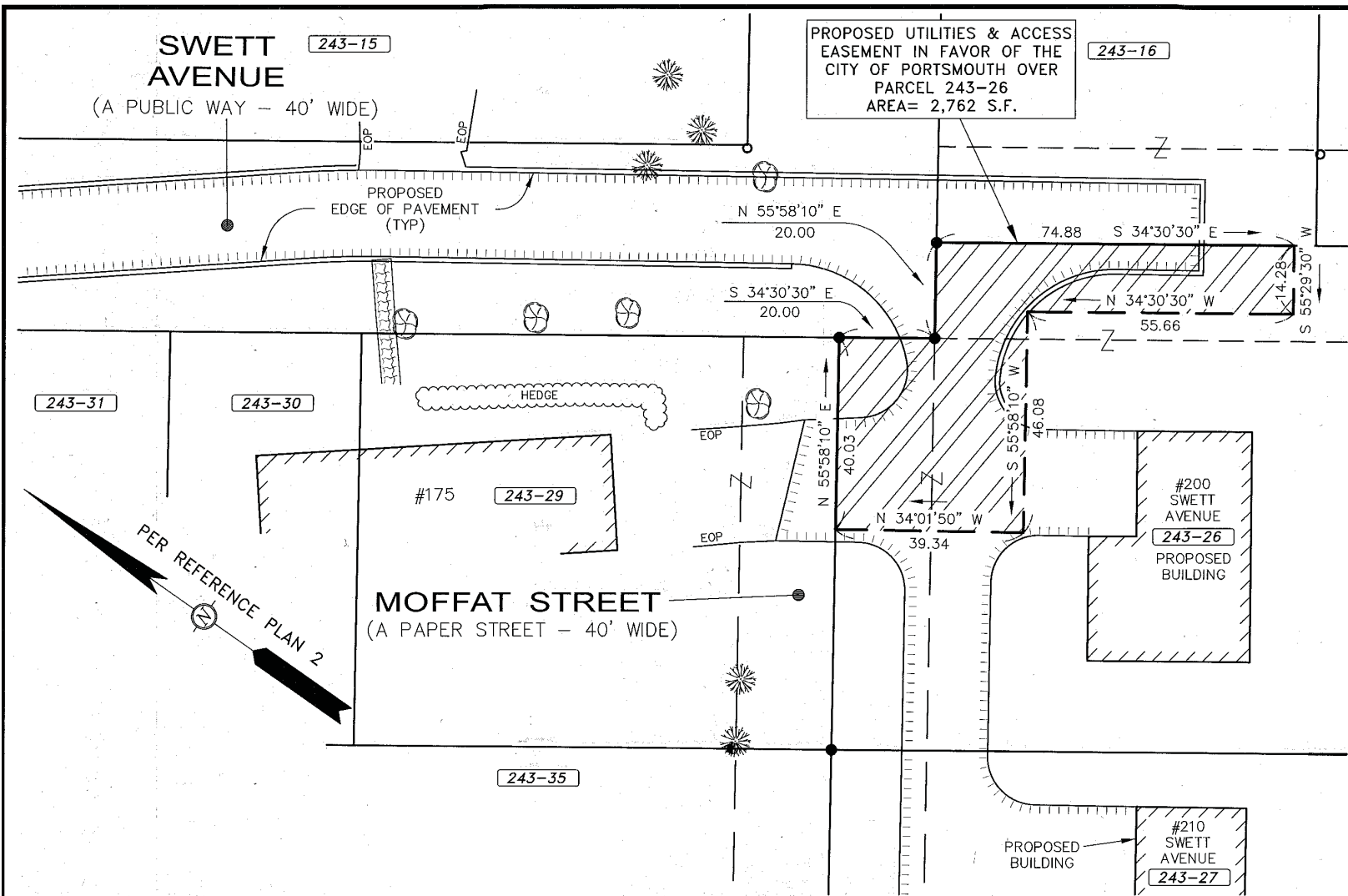
STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this \_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing instrument was acknowledged before me by \_\_\_\_\_, duly authorized agent of 409 Franklin Pierce Highway LLC, who represented that he was authorized to execute this deed of conveyance.

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

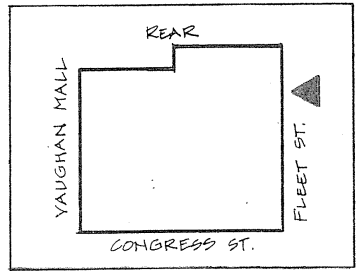
\_\_\_\_\_  
My Commission Expires:







- 1. New storefront to match existing.
- 2. New signboard to match existing.
- 3. New signband with cap to match existing.
- 4. New light fixture (already HDC approved).
- 5. New interior window well to basement.
- 6. New window configuration to extend to 4<sup>th</sup> floor (see detail, sheet 14)
- 7. Additional 4<sup>th</sup> floor window.
- 8. New window to replace existing brick / window configuration.



**FRANKLIN BLOCK RENOVATIONS**  
 CONGRESS STREET  
 Portsmouth, New Hampshire

STEVEN McHENRY / ARCHITECT

16 Market Square - Third Floor  
 Portsmouth, New Hampshire 03801

Tel 603-430-0274  
 Fax 603-436-1121

Proposed  
 Fleet  
 Street  
 Elevation



Outline of 24" wide concrete Jersey Barrier

Steel and Foundation work

Outline of 2'-8" wide row of shoring frames  
(Thirty two foot length of frames)

## Event Listing by Date

Starting Date: 4/12/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
4/14/2018 4/14/2018	RACE Robert L. Sutherland, Jr. is the contact for this event. This event begins at 8:00 a.m.	St. John's Lodge	St. John's Lodge	3/19/2018
4/14/2018 4/14/2018	ROAD RACE Nick Diana is the contact for this event. This event begins and ends at New Castle Great Island Commons. The start is 9:00 a.m.	Starts and Ends at New Castle Commons	Nick Diana	6/19/2017
4/14/2018 4/14/2018	WALK Emily Christian is the contact for this event.	Little Harbour School - start and finish	National Multiple Sclerosis So	10/16/2017
4/15/2018 4/15/2018	FOOT MARCH SFC Martin J. Wyman, Army National Guard - Best Warrior Competition foot march from 9:30a.m. to 1:30 p.m.	Rte 1A, Rte. 1B and back to 1A	New Hampshire Army National Gu	3/ 5/2018
4/22/2018 4/22/2018	RACE This event travels north on Portsmouth Avenue from Greenland side to Rte. 33 and then goes right on Greenland road back to Greenland. There will be a coned lane all along Rte. 33.	Loco Sports Half Marathon Race	Portsmouth Half Marathon	2/ 5/2018
5/ 6/2018 5/ 6/2018	FAIR Barbara Massar, Executive Director is the contact for this event. This event is Pleasant Street - State Street to Market Square; no parking on Market Street - Bow Street to Isle Shoals Steam Co. entrance. This event is from Noon to 4:00 p.m.	Downtown	Children's Day	8/21/2017
5/ 6/2018 5/ 6/2018	RIDE Contact: Melissa Walden, Associate of Development 207-624-0306 Cycle the Seacoast - First riders leaving Redhook Brewery at 7:00 a.m. and the last rider will be in around 3:00 p.m.		American Lung Association	8/21/2017
5/ 6/2018 5/ 6/2018	WALK Richard Wagner is the contact for this event. This event begins at 2:00 p.m. - ends approximately 5:00 p.m.	Lower Lot City Hall	AIDS Response Seacoast	3/ 5/2018
5/27/2018 5/27/2018	FUND Lilia-Potter-Schwartz is the contact for this event. This is a triathlon which begins at Portsmouth High School	Portsmouth High School	Education to All Children	11/20/2017
6/ 2/2018 6/ 2/2018	RACE Melissa Vetter is the contact for this event. Tel. (603)661-6168	Dondero Elementary School	Dondero PTA	3/19/2018
6/ 9/2018 6/ 9/2018	FESTIVAL Barbara Massar is the contact for this event. This event begins at 9:00 a.m. to 4:00 p.m.	Market Square	Market Square Day - Pro Portsm	8/21/2017
6/ 9/2018 6/ 9/2018	ROAD RACE Barbara Massar is the contact for this event. The road race starts at 9:00 a.m. in Market Square	Starts in Market Square	Market Square Road Race - Pro	8/21/2017

## Event Listing by Date

Starting Date: 4/12/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
6/16/2018 6/16/2018	RACE Kaity Stanton, Special Events Manager is the contact for this event. Raindate: June 17, 2018	Pleasant Street	Big Brothers Big Sisters of NH	9/18/2017
6/23/2018 6/23/2018	PRIDE This event begins at the Portsmouth Public Library and continues as one rainbow down the streets leading to Strawberry Banke.	Library to Strawberry Banke	Seacoast Outright	12/18/2017
6/23/2018 6/23/2018	ROAD RACE Contact: Stephanie Puls, Development Coordinator, Special Events spulis@komennewengland.org (774)-512-0403 This event begins and ends at Great Bay Community College	Great Bay Community College	Susan G. Komen New Hampshire R	10/ 2/2017
6/30/2018 6/30/2018	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/21/2017
7/ 4/2018 7/ 4/2018	FUND Rick Mason is the contact for this event. Tel. (603)396-8604	Peirce Island	Veteran's Count - Pack & Boots	3/19/2018
7/ 7/2018 7/ 7/2018	FESTIVAL Barbara Massar is the contact for this event. This event is part of the Summer in Street Series. It begins at 5:00 p.m. to 9:30 p.m.	Downtown - Pleasant Street	Pro Portsmouth - Summer in the	8/21/2017
7/14/2018 7/14/2018	BIKE TOUR Chris Vlangas, Development Director is the contact. This event begins in Kittery, Maine and travels thru Portsmouth Event begins at 7:30 a.m. Contact Info: 800-757-0203	Shapleigh Middle School in Kittery, Maine	Cystic Fibrosis Foundation	2/ 5/2018
7/14/2018 7/14/2018	MUSIC Barbara Massar, Executive Director is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/21/2017
7/21/2018 7/21/2018	MUSIC Barbara Massar is the contact for this event. The event begins at 5:00 p.,m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	8/21/2017
7/28/2018 7/28/2018	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Streets Music Se	8/21/2017
8/11/2018 8/11/2018	BOAT Molly Bolster of the Gundalow is the contact for this event. director@gundalow.org	Peirce Island Boat Launch	Round Island Regatta	2/ 5/2018

## Event Listing by Date

Starting Date: 4/12/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
8/25/2018 8/25/2018	BIKE TOUR Emily Christian, Logistics Manager is the contact for this event.	Route 1A South	National Multiple Sclerosis So	11/20/2017
9/15/2018 9/15/2018	WALK Ken La Valley, Chair Registration begins at 8:30 a.m.	Little Harbour School - Begin and End	American Foundation for Suicid	2/ 5/2018
9/16/2018 9/16/2018	RACE Jennie Halstead, Executive Director is the contact. This race begins at 7:30 a.m. with registration Start of the race: 9:00 a.m.	Portsmouth Middle School	My Breast Cancer Support	12/18/2017
9/22/2018 9/23/2018	BIKE TOUR Donna Hepp is the contact for this event. This event travels through Portsmouth over a 2-day period.	Travelling thru Portsmouth	Granite State Wheelman Bicycle	4/ 2/2018
9/22/2018 9/23/2018	TOUR Caroline Piper is the contact for this event. Tel. (603) 686-4338 This is a two day event.	South End Neighborhood	Friends of the South End	2/ 5/2018
9/23/2018 9/23/2018	WALK Kate Corriveau is the contact for this event. Registration begins at 8:30 a.m. Walk Kicks Off at 10:00 a.m.	Little Harbour School - begin and end	Alzheimer's Association	2/ 5/2018
9/29/2018 9/30/2018	FESTIVAL Bruce MacIntyre is the contact for this event.	Market Square	Portsmouth Maritime Folk Festi	3/ 5/2018
10/ 7/2018 10/ 7/2018	RACE 6th Annual Memorial Bridge 5 K - Prescott Park Arts Festival and Secoast Community School 10:00 a.m. to 11:30 a.m.	Memorial Bridge	Prescott Park Arts Festival	2/20/2018
11/11/2018 11/11/2018	RACE Jay Diener, Co-Race Director Tel. (603) 758-1177 This race will start at 8:00 a.m. with walkers Runners will start at 8:30 a.m.	Begins and Ends at Portsmouth High School	Seacoast Half Marathon	4/ 2/2018

**ISLINGTON ST  
PHASE 2**



**PHASE 2**

# **SPECIAL CITY COUNCIL MEETING**

## **EILEEN DONDERO FOLEY COUNCIL CHAMBERS**

MUNICIPAL COMPLEX  
DATE: WEDNESDAY, MAY 2, 2018

PORTSMOUTH, NH  
TIME 6:30 PM

## **AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC HEARING**
  - A. PROPOSED FY JULY 1, 2018 THROUGH JUNE 30, 2019 BUDGET**
- IV. PRESENTATION – JOHN P. BOHENKO, CITY MANAGER**
- V. PUBLIC COMMENT/INPUT**
- VI. ADJOURNMENT**

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

### **NOTICE TO MEMBERS OF THE PUBLIC WHO ARE HEARING IMPAIRED**

If you wish to attend City Council meetings and need assistance, please contact Human Resources Director Dianna Fogarty at 610-7274 one week prior to the meeting.



## 2018 SCHEDULE OF CITY COUNCIL MEETINGS AND WORK SESSIONS

### Regular Meetings - 7:00 p.m.

January \*2 (Tuesday) & 16 (Tuesday)  
\*(Inauguration)

February 5 and \*20 (Tuesday)  
\*Public Hearing on CIP

March \*5 and 19  
\*(Adoption of CIP)

April 2 and April 16

May \*2, 7, and 21  
\*Public Hearing on FY19 Budget - 6:30 p.m.

June \*4 and 18  
\*Adoption of Budget

July 9 (One meeting in July)

August 6 and 20

September 4 (Tuesday) and 17

October 1 and 15

November 19 (One meeting in November due to Election)

December 3 and 17

### Work Sessions - 6:30 p.m.

January 29<sup>th</sup> (CIP Work Session)

May 9<sup>th</sup> (Public Safety – Police & Fire  
Budget/Listening Session)  
(Wednesday @ 6:30 p.m.)

May 10<sup>th</sup> (School Dept. Budget/Listening  
Session) (Thursday @ 6:30 p.m.)

May 14<sup>th</sup> (General Gov. Dept. Budget/  
Listening Session) (Monday @ 6:30 p.m.)

May 16<sup>th</sup> (Water & Sewer Dept. Budget/  
Listening Session) (Wednesday @ 6:30 p.m.)

May 23<sup>rd</sup> (Budget Review)  
(Wednesday @ 6:30 p.m.) (Conf. Rm A)

May 30<sup>th</sup> (Budget Review Follow Up)  
(If necessary) (Wednesday @ 6:30 p.m.)  
(Conference Room A)



# City of Portsmouth, NH



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## Police Department

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Robert M. Merner  
CHIEF OF POLICE

Date: April 6, 2018  
To: Honorable Mayor and Council  
From: Lieutenant Michael Maloney  
Re: City Ordinance -Taxi Enforcement

This memorandum serves to briefly summarize matters relating to enforcing the city's ordinance that governs taxi operation and licensing. As the city's Taxi Coordinator, I am responsible for approval and oversight of taxi medallions, applications and ensuring that taxi companies, their vehicles and drivers are qualified to operate according to the stipulations of the ordinance. I, along with all other sworn members of the department, have enforcement authority over violations of the ordinance.

Part of enforcement is making sure that all applicants for a taxi medallion are qualified to do so. Doing this requires a comprehensive review of criminal records, driving records, reference checks, vehicle inspection reports and any other means to determine their suitability. Oftentimes applications are returned for a variety of reasons. For example, an application may show a photograph of an inspection sticker on a windshield. Since I have no way to confirm that sticker is on the vehicle intended to be used as a taxi, I then request the owner/operator to come to the police station for the vehicle to be inspected. In instances when I am not immediately available I will make arrangements to have the vehicle inspected by another officer so as to not delay the licensing process. This is done to benefit the business so the vehicle can be used as intended.

When speaking about complaints of an alleged violation of the ordinance I believe it's important to note the history regarding such. Cab drivers lodging complaints about other cab drivers is a practice in this City that dates back years long before my time as Taxi Coordinator. That said, the department still has the obligation to investigate complaints when received and we do. This does become challenging because many complaints are generated only because a complaint was made against that person.

A recent real example is as follows. Cab driver A leaves a message for me that cab driver B was smoking in a cab (prohibited by ordinance). I call cab driver B and he denies smoking in the cab and accuses the complainant of committing sexual assaults against his passengers, kidnapping passengers and engaging in prostitution. I do not reveal to him who the complainant is, but he already knows their identity simply by the fact that a complaint was made. This cycle repeats itself over again when complaints are generated. Given this example, it does become difficult at times to investigate legitimate complaints over baseless ones.



# City of Portsmouth, NH



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## Police Department

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Robert M. Merner  
CHIEF OF POLICE

Regardless, enforcement and follow up of complaints is completed. Recently I received a complaint from a friend of a cab driver who reported a taxi was operating without a medallion. He stated as fact he had evidence of a taxi picking up a passenger without a taxi medallion. Following up on the complaint, I conducted an unannounced visit to the driver in question and found him to be in compliance with city ordinance. This is an instance of a complaint that was generated, investigated and determined to be unfounded. Many times this is the case.

Education is also part of enforcement. On a handful of occasions I have received a complaint about a minor violation of the ordinance. In investigating the complaint, the taxi operator is educated as to the requirements of the ordinance and counselled. If further violations should occur, additional enforcement could be deemed necessary up to including a summons for violating the ordinance. The fine for a violation is not more than \$300.00. I have found that education and counselling oftentimes remedies the issue.

Other complaints are also generated to officers on patrol, particularly in the downtown area at night. Some of these complaints include a taxi not displaying a working roof light, a taxi not parked in a taxi stand or a taxi that is dirty. These complaints are always generated by another taxi driver. Patrol officers while working do their best to handle these types of complaints but when one officer is assigned to the busy downtown they are often kept busy with calls for service.

As long as there is an ordinance that governs taxis, myself and other members of the department are obligated to hold people accountable to them. This is being done and will continue to be done through a combination of awareness, education and when appropriate summonses.

Respectfully Submitted,

Lt. Michael Maloney  
Patrol Division

April 3, 2018

Good Morning Bob and Nancy,

I have decided to resign from the EDC.

Thank you both so much for the opportunity to be a member over the past 3.5 years.

If you need or require an official resignation letter or other paperwork, please let me know and I will do it this week. I will not be attending the meeting on Friday.

Thank you  
Jennifer Zorn



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

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

Committee: Economic Development Commision **Initial applicant**

Name: Katelyn Kwoka Telephone: 860-918-4931

Could you be contacted at work? YES/NO If so, telephone# Prefer Cell Phone

Street address: 37 Langdon Street

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): kwokak35@gmail.com

How long have you been a resident of Portsmouth? 3.5 years

Occupational background:

Mechanical Engineer for Pratt and Whitney. Primarily work on new commercial engine design.

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

I am a very involved resident of Portsmouth and want to see our city continue to grow and

flourish. I am on the board of the 603 Initiative which encourages young professionals to get

involved in their cities. I was recently appointed to the Governor's Millennial Council and feel

workforce development is something we need to address at all levels of government. I feel

my experience with this variety of organizations will bring a new perspective to the conversation.



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

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

Reasons for wishing to serve: I want to be more involved in the city and care about the  
workforce development of Portsmouth. I want Portsmouth to continue to attract young workers  
and be an economic hub for the state.

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

603 Initiative- Board Member and Treasurer; Seacoast Repertory Theater -Board of Trustees;  
Governor's Millennial Advisory Council- Member

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

1) John Formella, 939 Maplewood, 850-375-1707  
Name, address, telephone number

2) Eric Spear, 49 Mount Vernon Street, 603-828-2521  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: Katelyn E. Kwoka Date: 10/5/2017

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

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

## City Hall and Public Library Meetings

*6-9 p.m., Monday-Thursday; 3 rooms each*

	<b>February</b>	<b>March</b>	<b>Total</b>
City Hall	16	17	33
Library	35	48	83

	<b>April 9-12</b>	<b>April 16-19</b>	
City Hall	3	17	20
Library	12	48	60

*Doug Roberts*

# **USE OF CITY COUNCIL CHAMBERS & CITY HALL CONFERENCE ROOMS**

## **CITY COUNCIL POLICY**

**APPROVED OCTOBER 5, 1998**

City Council Chambers and the City Hall Conference rooms are a non-public-forum; the fundamental purpose of these rooms is to implement the work of the City of Portsmouth government and to the extent relevant, the governmental work of the State and the Federal Government.

City Council and City staff usage have priority – the City reserves the right to cancel use by outside groups if the City Council or staff have an unanticipated need for facilities.

Government related activities, committees or non-profit organizations which are affiliated with the City are permitted. Although these activities will typically be Portsmouth based, they may include regional or statewide groups if they have a tangible connection with municipal government.

No other use is permitted.

Custodial activities are limited to set up only; special requests for audio/visual equipment should be made well in advance of scheduled meetings. The availability of equipment is dependent on the needs of City Council and staff.

User is to reimburse the City for actual costs of janitorial services if meeting is scheduled at a time when janitors are not normally available.

User is to contact the City Clerk's Office to determine availability of room and to reserve space. In order to avoid monopolization of use, the City reserves the right to limit the number of times any group can utilize the space. The user group shall provide the City Clerk with the name and telephone number of a contact person.



NEW HAMPSHIRE MUNICIPAL ASSOCIATION  
2019-2020 LEGISLATIVE POLICY PROCESS

**Explanation of Proposed Policy regarding short-term rentals**

Submitted by: City of Portsmouth

Date: April 17, 2018

Title of Person Submitting Policy: Christine Dwyer, Member of the Portsmouth City Council and Legislative Subcommittee. The Subcommittee submits this policy on the Portsmouth City Council's behalf

City of Town: Portsmouth

Phone: (603) 610-7256

**TO SEE IF NHMA WILL SUPPORT:**

A standing policy that creates enabling legislation that would allow cities and towns to license short-term rentals as businesses.

**MUNICIPAL INTEREST TO BE ACCOMPLISHED:**

The State of New Hampshire wants to encourage the growth of new businesses and supports innovative business models. Enabling legislation that gives local communities the authority to regulate short-term rentals as businesses is important because there is a public interest in ensuring health and safety, and thus would benefit the business owner, users and all New Hampshire citizens and communities.

**EXPLANATION:**

Cities and towns want to improve their local economy and need a way to ensure that new business models are conducted in a manner that ensures the safety of all users.

NEW HAMPSHIRE MUNICIPAL ASSOCIATION  
2019-2020 LEGISLATIVE POLICY PROCESS

**Explanation of Proposed Policy regarding adoption of updated Codes**

Submitted by: City of Portsmouth

Date: April 17, 2018

Title of Person Submitting Policy: Christine Dwyer, Member of the Portsmouth City Council and Legislative Subcommittee. The Subcommittee submits this policy on the Portsmouth City Council's behalf.

City of Town: Portsmouth

Phone: (603) 610-7256

**TO SEE IF NHMA WILL SUPPORT:**

A priority policy that would support the State's prompt adoption of recently updated versions of all Codes that are adopted by reference in the State Building and Fire Codes.

**MUNICIPAL INTEREST TO BE ACCOMPLISHED:**

Municipalities enforcing current Codes will promote best practices in health, safety and welfare and will reduce confusion across municipalities, the construction industry and for consumers.

**EXPLANATION:**

Multiple versions of Codes are confusing for all parties. The State's adoption of updated Codes would simplify municipal decision making in scheduling Code ordinance updates.

NEW HAMPSHIRE MUNICIPAL ASSOCIATION  
2019-2020 LEGISLATIVE POLICY PROCESS

**Explanation of Proposed Policy on meals and rooms distribution**

Submitted by: City of Portsmouth

Date: April 17, 2018

Title of Person Submitting Policy: Christine Dwyer, Member of the Portsmouth City Council and Legislative Subcommittee. The Subcommittee submits this policy on the Portsmouth City Council's behalf.

City of Town: Portsmouth

Phone: (603) 610-7256

**TO SEE IF NHMA WILL SUPPORT:**

A priority policy that would support distributing the portion of the meals and rooms tax revenue that exceeds the prior year's total revenue on the basis of proportionate contributions from communities which are responsible for generating a relatively larger portion of the meals and rooms tax revenue and therefore heavily impacted by the cost of tourism.

**MUNICIPAL INTEREST TO BE ACCOMPLISHED:**

The State of New Hampshire wants to promote tourism throughout the State. A distribution of a portion of the meals and rooms tax revenue would help defer some of the costs associated with infrastructure associated with tourism and costs associated with the demands on local police, fire, and health inspection which are currently being borne by local taxpayers.

**EXPLANATION:**

The local communities are bearing costs of health inspection, fire, police and infrastructure associated with the generation of meals and rooms revenue which is distributed to all communities. This small acknowledgement of the costs of maintaining infrastructure will continue to support the meals and rooms tax for statewide distribution.

NEW HAMPSHIRE MUNICIPAL ASSOCIATION  
2019-2020 LEGISLATIVE POLICY PROCESS

**Explanation of Proposed Policy on regulatory legislation**

Submitted by: City of Portsmouth

Date: April 17, 2018

Title of Person Submitting Policy: Christine Dwyer, Member of the Portsmouth City Council and Legislative Subcommittee. The Subcommittee submits this policy on the Portsmouth City Council's behalf.

City of Town: Portsmouth

Phone: (603) 610-7256

**TO SEE IF NHMA WILL SUPPORT:**

A standing policy that opposes regulatory legislation that is not based on relevant scientific and technical standards which are broadly accepted by peer review and can feasibly be achieved by sustainable best management practices.

**MUNICIPAL INTEREST TO BE ACCOMPLISHED:**

Ensuring that regulations are thoroughly reviewed from multiple perspectives, including scientific and technical review, as well as practical feasibility.

**EXPLANATION:**

In the past Legislative Session, bills were filed that attempted to supersede standards set by regulatory agencies without the applicable deliberation and processes associated with creating regulations.

NEW HAMPSHIRE MUNICIPAL ASSOCIATION  
2019-2020 LEGISLATIVE POLICY PROCESS

**Explanation of Proposed Policy regarding enforcement of motor vehicle registration**

Submitted by: City of Portsmouth

Date: April 17, 2018

Title of Person Submitting Policy: Christine Dwyer, Member of the Portsmouth City Council and Legislative Subcommittee. The Subcommittee submits this policy on the Portsmouth City Council's behalf

City of Town: Portsmouth

Phone: (603) 610-7256

**TO SEE IF NHMA WILL SUPPORT:**

Amending the motor vehicle laws to strengthen the enforcement of those laws (through stepping up law enforcement and increasing penalties, including fines) to ensure collection of all state and local registration fees owed by New Hampshire residents.

**MUNICIPAL INTEREST TO BE ACCOMPLISHED:**

To protect and preserve a major and vital municipal revenue source- annual motor vehicle permit fees required to be paid for all vehicles owned by New Hampshire residents and/or garaged by New Hampshire residents, pursuant to New Hampshire statutes and administrative regulations.

**EXPLANATION:**

Municipalities are realizing a significant and growing annual revenue loss of motor vehicle permit fees and other fees, due to NH residents registering their automobiles, trucks and all other types of trailers through non-government agents in the State of Maine. Currently, RSA 261:140 only requires a \$100 fine for these violations, an insignificant amount when compared to the much greater savings a resident realizes when obtaining low-cost 'multi-year' registrations (e.g. up to a 12 year period) through the State of Maine. Municipalities all over the state are vulnerable due to online registrations. Businesses with fleets are specifically targeted.



## CITY OF PORTSMOUTH

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Municipal Complex  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801  
(603) 610-7200  
Fax (603) 427-1526

Jack Blalock  
Mayor

December 7, 2017

Honorable Christopher T. Sununu  
Governor of New Hampshire  
State House  
107 North Main Street  
Concord, NH 03301

Dear Governor Sununu:

On behalf of the Portsmouth City Council, I write to you with interest and concern in how New Hampshire is moving forward with the Volkswagen (VW) diesel emissions settlement. It is our understanding that states are allowed to use up to fifteen percent of this money to build out their electric vehicle (EV) charging infrastructure. Given that you have yet to allocate any percentage of these funds towards this endeavor, I want to encourage you to consider using the maximum allowance so that the health of New Hampshire's economy and, most importantly, environment, will thrive in the future.

In recent years, Portsmouth has received grant money to install EV charging stations in our downtown. Since installation, they are continuously used by both residents and visitors, and we are researching more installations in our new parking garage and other areas of the City. However, these are slower chargers that cost \$6-12,000. The equipment and labor needed to offer faster charging (50KW and above) is cost prohibitive. Fast chargers are estimated to cost \$70-100,000 each for equipment and labor and involves significant planning and cooperation from landowners.

There is no viable business model that appeals to private organizations to step up and exclusively plan and finance a network that will cover the entire state for all makes and models of EVs. The VW settlement funds represent a unique opportunity to establish a minimum network of charging station hubs along key tourist routes and destinations.

If we do not grow a more evenly-distributed network of fast-charging hubs, Portsmouth and other New Hampshire communities will miss out on tourists that will choose other better-supported routes and destinations. We are already witnessing 1) nearby states that are part of the California Zero Emission Vehicle mandate (ZEV States) with EV sales targets of fifteen percent by 2025 (representing 3.3 million vehicles just in New England); 2) Quebec aggressively promoting zero-emission vehicles and supporting a build-out of a Province-wide fast-charging network; and 3) major auto manufacturers continuing to announce plans for new EV models. The rise of EV vehicles is in the foreseeable future.

We must stay ahead of technology and sustainable practices in order to retain visitors, income and responsibly support our environment. As an Eco-Municipality, Portsmouth has long declared to:

- reduce dependence upon fossil fuels and extracted underground metals and minerals;
- lessen the need for chemicals and other manufactured substances that can accumulate in nature;
- decrease activities that harm life-sustaining eco-systems; and
- meet the hierarchy of present and future human needs fairly and efficiently.

I know there are many other municipalities statewide that uphold these values as well, so let's capitalize on this financial opportunity and begin improving our EV charging infrastructure for everyone's benefit.

Therefore, we strongly encourage the Office of Strategic Initiatives to allocate the full allowable funding in financing EV charging infrastructure, and we strongly encourage you to work with The Department of Business and Economic Affairs and the New Hampshire EV stakeholder group, 'Drive Electric NH,' to create a draft beneficiary plan for identifying and distributing the funds for charging infrastructure projects that fit within the network plan.

Sincerely,

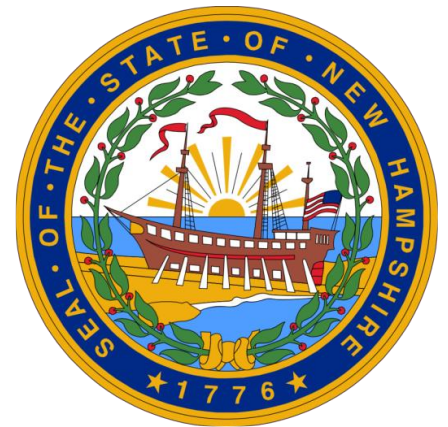
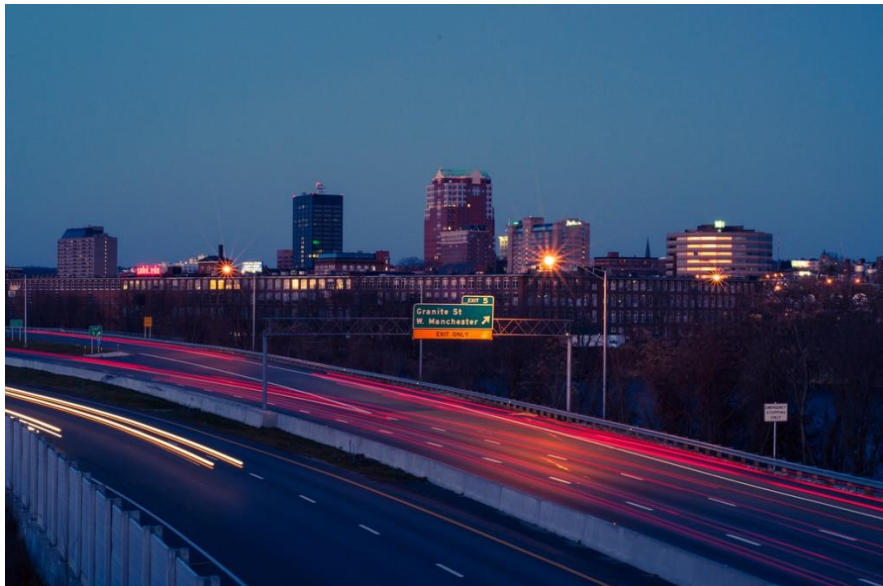


Jack Blalock  
Mayor

c.: Robert Scott, Commissioner, DES  
Jared Chicoine, Director, OSI  
Portsmouth City Council Members  
John P. Bohenko, City Manager



State of New Hampshire  
DRAFT Beneficiary Environmental Mitigation Plan  
April 10, 2018





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**NEW HAMPSHIRE DRAFT BENEFICIARY MITIGATION PLAN  
FOR USE OF VOLKSWAGEN MITIGATION TRUST FUNDS**

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## A. Introduction

This draft Beneficiary Mitigation Plan summarizes how the State of New Hampshire proposes to use the funds allocated to it under the fully executed *Environmental Mitigation Trust Agreement for State Beneficiaries* (Mitigation Trust) that was finalized October 2, 2017<sup>1</sup>. Governor Sununu has directed the Governor's Office of Strategic Initiatives (OSI) to serve as New Hampshire's lead agency in relation to the Mitigation Trust and the New Hampshire Department of Environmental Services (NHDES) to work with OSI to develop New Hampshire's Beneficiary Mitigation Plan for use of the funds. This draft Beneficiary Mitigation Plan describes how New Hampshire plans to use the almost \$31,000,000 allocated to the State under the terms of the Mitigation Trust.

All documentation related to the Mitigation Trust, including this Beneficiary Mitigation Plan as well as future documents related to use of the Settlement Funds can be viewed on the [OSI website](#)<sup>2</sup>.

## B. Overview of Settlement

On January 4, 2016, the United States and the State of California filed a complaint against several Volkswagen companies<sup>3</sup>, referred to herein as Volkswagen, alleging violations of the Clean Air Act with regard to approximately 580,000 model years 2009 to 2015 2.0 and 3.0-liter diesel engines. The complaint alleged that the vehicles contained "defeat devices" in the form of computer software, designed to cheat on federal emissions tests, enabling the vehicles to emit levels of oxides of nitrogen (NOx) as high as forty times the federal standard without detection by the vehicle's On Board Diagnostic system, a system that numerous states, including New Hampshire, rely upon to detect and require repairs on vehicles exceeding federal emission standards. On October 2, 2017, the Department of Justice and Volkswagen signed a \$15 billion settlement, a portion of which – \$2.9 billion – will be held by the Mitigation Trust referenced above and shared among the U.S. states and tribes, based on the number of violating vehicles registered in each. New Hampshire's share is \$30,914,841.09.

Governor Sununu designated OSI as the lead agency to manage the Mitigation Trust for New Hampshire, which will be spent over 7 years on projects to offset the excess pollution from the violating vehicles. OSI will work with NHDES to develop programs and select projects to be funded by the Mitigation Trust. The Trustee of Mitigation Trust will make disbursements from the Trust to fund Eligible Mitigation Actions by beneficiaries and pay administrative costs in accordance with the terms of the Consent Decrees.

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<sup>1</sup> <https://www.epa.gov/enforcement/environmental-mitigation-trust-agreements>

<sup>2</sup> <https://www.nh.gov/osi/energy/programs/vw-settlement.htm>

<sup>3</sup> Including Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, Dr. Ing. h.c. F. Porsche AG, and Porsche Cars North America, Inc..

Following filing of the required certifications, the State of New Hampshire became a Beneficiary of the Mitigation Trust in late January, 2018. With the submittal of a final Beneficiary Mitigation Plan to the Trustee funds will be available to support Eligible Mitigation Actions (see Section F.3.) in the state.

### **C. New Hampshire Goals for use of the Mitigation Trust**

New Hampshire will utilize the Mitigation Trust to alleviate the excess nitrogen oxide emissions caused by the Volkswagen violations through implementation of cost-effective projects in all regions of the state, and to best serve the state's economic and social well-being by focusing on those projects that will result in broad public benefits, serve the state's economically challenged communities and make the state a welcoming environment for all ages, abilities and backgrounds to live, work and play.

To achieve these goals, this Beneficiary Mitigation Plan:

- Sets aside a portion of the Mitigation Trust for the replacement of publically-owned vehicles, including both state and municipal fleets, that will lower operating and maintenance costs and save tax payers money;
- Gives priority to projects that are located in economically challenged communities, areas with historical air quality issues, and areas that receive a disproportionate quantity of air pollution from diesel fleets;
- Supports the use of zero emission and near-zero emission vehicles by investing in electric vehicle charging infrastructure at strategic locations throughout the state and encouraging the replacement of diesel vehicles and equipment with lower emission alternatives, including those powered by electric and other alternative fuels;
- Maximizes air quality benefits beyond just nitrogen oxide reductions, including reductions in harmful particulate matter and greenhouse gas emissions;
- Leverages investment of additional funds by requiring a monetary match for all projects, including those for government fleet replacements, to expand the number and scope of projects that can be served by the Mitigation Trust; and
- Ensures all disbursements from the Mitigation Trust are made through a transparent public process that complies with all legal requirements.

## **D. Public Comments**

### **1. Comments Received to Date**

Following the October 25, 2016 announcement of the VW Settlement Consent Decree NHDES, in conjunction with the NH Attorney General's Office, held a public meeting on November 29, 2016 to provide an overview of the Consent Decree and solicit public input regarding the use of the Mitigation Trust in New Hampshire. The approximately 25 individuals attending the meeting provided verbal comments, and written comments were also solicited there and on the NHDES website by January 15, 2017. In addition, NHDES requested potential project applicants provide information on the types of projects for which they might seek funding, requesting that input by February 15, 2017. NHDES received 52 written comments and 24 project proposals by the above deadlines. In addition, NHDES has provided presentations and/or information on the Mitigation Trust at dozens of other meetings since then and has received numerous additional written comments as well as verbal input regarding the highest and best use of the Mitigation Trust. OSI has also received comments prior to the release of this draft Beneficiary Mitigation Plan. Most of the comments address three key issues:

- New Hampshire should prioritize use of the Mitigation Trust for the replacement of publicly-owned diesel fleets (including state and municipal) with cleaner vehicles that will provide a broad public benefit by lowering maintenance and fuel costs for tax payers.
- New Hampshire should utilize the full 15 percent of the State's allocation to support the development of electric vehicle supply (i.e. charging) equipment (EVSE) to enable electric vehicle (EV) travel within and through the state.
- New Hampshire should require some level of matching funds, even for government projects that are eligible for 100 percent funding under the terms of the Mitigation Trust, to enable more projects and broader environmental and economic benefits.

## 2. Request for Comments on This Draft Beneficiary Mitigation Plan

This Draft Beneficiary Mitigation Plan was prepared with the above comments in mind and OSI is requesting public input on this Plan. Following receipt and review of comments a final Mitigation Plan will be prepared and submitted to the Trustee.

Written comments will be accepted by OSI until Tuesday, June 5, 2018 and should be sent to:

vwsettlement@osi.nh.gov

or

Office of Strategic Initiatives

Attn: Chris Ellms

Johnson Hall, 3<sup>rd</sup> Floor

107 Pleasant Street

Concord, NH 03301

In addition to accepting written comments, OSI and NHDES will accept comments at seven public input sessions to be held around the state in late April and early May. Further information, including the times and locations of the public comment sessions, will be posted on the [OSI website](#)<sup>4</sup>.

## E. Air Quality in New Hampshire

### 1. Background

New Hampshire is fortunate to have relatively good air quality in all parts of the state. However, we still experience elevated ozone levels each year. Ground level ozone is the primary ingredient in smog and forms when nitrogen oxides (primarily from combustion of fossil fuels) and volatile organic compounds react in the atmosphere in the presence of heat and sunlight. It is a respiratory irritant that can cause grave health issues, particularly for sensitive people such as the elderly, young children and those with asthma or other respiratory problems, and can also cause health problems for healthy adults on severe days. Ozone can cause chest pains, breathing difficulties, coughing, and stinging in the eyes or throat. Portions of southern and coastal New Hampshire were previously classified by the United States Environmental Protection Agency (EPA) as non-attainment under the 2008 8-Hour Ozone National Ambient Air Quality Standard. Although New Hampshire achieved attainment with the Ozone standard in July 2013 the state continues to have several unhealthy air quality days due to high ozone levels each year (five in 2017).

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<sup>4</sup> <https://www.nh.gov/osi/energy/programs/vw-settlement.htm>

## DRAFT BENEFICIARY MITIGATION PLAN FOR PUBLIC COMMENT

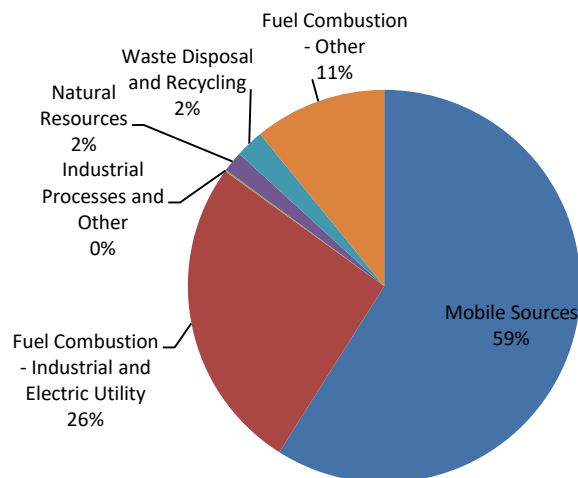
In addition to its contribution to smog, the EPA has designated diesel exhaust as a likely human carcinogen that can also damage the lungs in other ways depending on exposure<sup>5</sup>. Diesel exhaust contains fine particulate matter (PM<sub>2.5</sub>) that can be inhaled deep in the lungs. Carcinogenic compounds cling to those particles. Inhalation of diesel exhaust places healthy people more at risk for respiratory disease and worsens the symptoms of people with health problems such as asthma, heart disease, and lung disease. People living or working near ports or areas with high rail or truck traffic are at a greater risk of exposure. Strategies to mitigate the excess diesel pollution will achieve co-benefits that reduce toxic diesel fine particles and their negative human health effects.

Greenhouse gas (GHG) emissions are also emitted by diesel vehicles. The transportation sector is the largest source of GHG emissions in the state. While GHG emissions have fallen over 25 percent since they peaked in 2005, emissions from the transportation sector have played a small part in that decline. By replacing older inefficient vehicles with more efficient models and in some cases with cleaner fuels (e.g. electricity), GHG emissions will be reduced.

## 2. Sources of Emissions in New Hampshire

Nitrogen oxides (NO<sub>x</sub>) are emitted from the combustion of fuels. The mobile sources sector, including both on-road registered vehicles and non-road vehicles such as construction equipment, contributes almost 60 percent of NO<sub>x</sub> emissions in New Hampshire as indicated in Figure 1.

**Figure 1 - Nitrogen Oxides (NO<sub>x</sub>) Emissions by Sector Source**

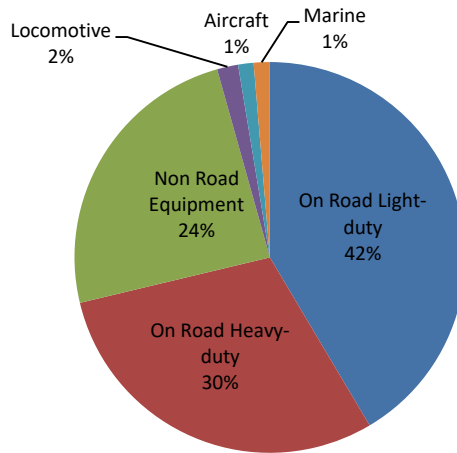


Data Source: 2014 National Emissions Inventory

<sup>5</sup> Environmental Protection Agency: Health Assessment Document for Diesel Engine Exhaust (Final 2002) <https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=29060>

As illustrated in Figure 2, within the mobile sources sector on-road light-duty (cars) and on-road heavy-duty (e.g. trucks, buses) account for over 70 percent of mobile source NO<sub>x</sub> emissions, and non-road equipment such as recreational vehicles and construction equipment contribute about a quarter of the NO<sub>x</sub> emissions.

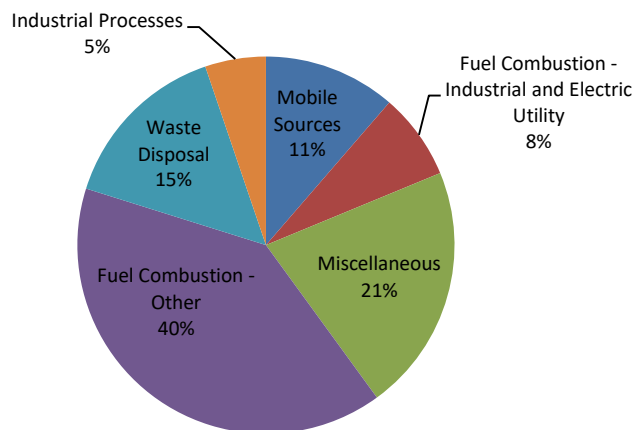
**Figure 2 - Nitrogen Oxides (NO<sub>x</sub>) Mobile Sources Emissions by Sector**



Data Source: 2014 National Emissions Inventory

Figure 3 presents a breakdown of fine particulate matter (PM<sub>2.5</sub>) emissions by source type in New Hampshire. While mobile sources account for a relatively small percentage of PM<sub>2.5</sub> emissions (11 percent), vehicles tend to operate in populated areas where those emissions can directly impact people.

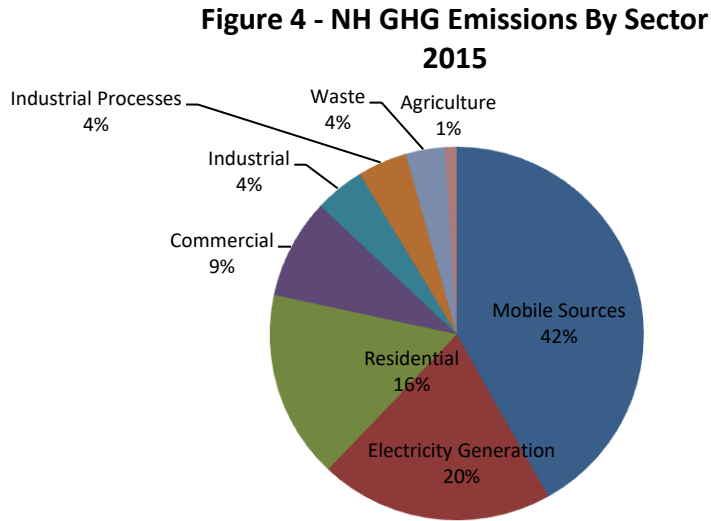
**Figure 3 - Particulate Matter 2.5 (PM<sub>2.5</sub>) Emissions by Sector Source**



Data Source: 2014 National Emissions Inventory



Figure 4 depicts sources of greenhouse gas emissions in the state. The transportation sector is the single largest source of GHG emissions, with 42 percent of emissions coming from on- and non-road cars, trucks and equipment.



Source: NHDES Analysis of US EIA and EPA

Source: GHG emissions data for figures developed by NHDES analysis of: annual primary energy consumption data from the US DOE EIA State Energy Database; electric sector GHG emissions data from RGGI Inc. available on the COATS platform; and non-CO<sub>2</sub> emissions from the EPA's State Inventory Tool.

### 3. Scope and Location of Excess Emissions

Of the approximately 1.47 million vehicles registered in New Hampshire at the time that the illegal software was discovered, between 5,000 and 6,000 affected vehicles were registered here. The vehicles are located in all counties in the state, with relatively more vehicles in the more populous counties. Emissions from the affected vehicles are assumed to be spread throughout New Hampshire as a result of intra- and inter-state travel.

### F. Proposed Spending Plan

The spending plan proposed below provides the framework for distribution of the Mitigation Trust funds. The initial focus will be on public fleets, support of electric vehicles, and initiation of a competitive project solicitation open to both public and private entities for certain categories of vehicles. It is recognized that unforeseen opportunities or barriers may support modifications to this initial plan over time.

## 1. Available Funding

The Mitigation Trust allocates \$29,544,294.76 to New Hampshire based on the number of affected 2.0 liter diesel vehicles and an additional \$1,370,543.33 based on the number of affected 3.0 liter diesel vehicles registered in the state, for a total of \$30,914,841.09. The Settlement Funds may be accessed 30 days after the State has submitted a Beneficiary Mitigation Plan.

As a Beneficiary, New Hampshire may request one third of Eligible Mitigation Action Settlement Funds, or approximately \$10.2 million, in the first year of the program and up to two thirds in the second year. The remainder of the state's allotment will be available in year three. The Mitigation Trust has been designed to be administered over a ten year period. Additionally, the Consent Decree includes provisions whereby states, at the conclusion of this ten-year period, may be eligible to receive additional funding in excess of their original 2.0 and 3.0 allocations. Beneficiaries capable of reporting that they have, as of the tenth anniversary of the agreement, obligated at least eighty percent of their original allocation will be eligible to apply for additional funding from unexpended Mitigation Trust assets. It is also anticipated that each state's allotted funds will increase through investments undertaken by the Trustee of the principal and income of Mitigation Trust assets.

## 2. Funding Principles

The following principles are the basis for the funding allocations described in Section 4 below. These principles are based on priorities of the state as well as comments received from stakeholders and the public to date and are as follows:

- a. Replacement of publically owned state and municipal vehicle fleets will benefit tax-payers by reducing maintenance and operating costs.
- b. Requiring some level of matching funds for all projects, including government projects eligible for 100 percent funding under the terms of the Mitigation Trust, will result in more carefully and skillfully planned projects and will also enable more total projects to be implemented.
- c. Investment in electric vehicle charging infrastructure will support New Hampshire's tourism-based economy and will help attract and retain younger professionals to the state.
- d. It is appropriate to use Settlement Funds to reduce emissions in areas exposed to a disproportionate level of emissions, including economically challenged communities.
- e. All areas of the state should share in the benefits of the Mitigation Trust.

### 3. Eligible Sources and Mitigation Actions

Both public and private entities will be considered for certain funding categories. It is anticipated that 100 percent of the Settlement Funds will be awarded within the next seven years through an open process that will comply with all applicable state and federal procurement requirements. OSI and NHDES will maintain and make publically available all documentation relative to funding requests and expenditures.

Expenditures from New Hampshire's Mitigation Trust through 2020 will be constrained to eligible projects in six of the ten Eligible Mitigation Action areas described in Appendix D-2 of the Settlement Agreement:

1. Class 8 Local Freight Trucks and Port Drayage Trucks
2. Class 4-8 School Buses, Shuttle Buses or Transit Buses
6. Class 4-7 Local Freight Trucks (Medium Trucks)
7. Airport Ground Support Equipment
9. Light Duty Zero Emission Vehicle Supply Equipment
10. Diesel Emission Reduction Act (DERA) Option

The numbers assigned above correspond to the numbering of eligible actions in Appendix D-2 of the Settlement Agreement, the full listing of which is included in Appendix 1 of this Plan.

### 4. Proposed Funding Allocation

#### i. Public/Government Vehicles and Equipment

***Approximately \$15.5 million (50 percent) of New Hampshire's allocation will be used to replace state and municipal<sup>6</sup> vehicles and equipment under categories 1, 2, 6, and 10 in Section 3 above.***

Based on an analysis of the State's diesel fleet vehicles and a high level review of municipally-owned diesel vehicles this sector presents a significant opportunity for reducing emissions. Furthermore, replacement of this equipment will have broad public benefits by reducing local sources of emissions and reducing repair and operating costs of the older equipment. Therefore, half of the Settlement Funds are targeted for this sector.

Of this allocation approximately **\$9.3 million** (60 percent) will be utilized to replace eligible vehicles owned by municipal governments, including school districts and transit agencies. This sector includes

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<sup>6</sup> The term "municipal" includes municipal fleet vehicles, school district vehicles, entities whose vehicles or diesel equipment are owned by or operated on behalf of a government entity, and all transit agencies whether municipally owned or not.

some of the oldest and dirtiest vehicles in the state. An assessment of the number of municipal vehicles currently registered in the state indicates that approximately 4,300 vehicles may be eligible for replacement under the terms of the Settlement.

The remainder, approximately **\$6.2 million**, will be utilized to replace state-owned vehicles. New Hampshire's Department of Transportation alone has over 140 diesel vehicle and equipment units that are eligible for funding under the terms of the Settlement. Based on an assessment of ten other state agency fleets, approximately 20 additional state-owned vehicles could also qualify for replacement.

It is recognized that the allocated funds in the Mitigation Trust are not enough to replace all qualifying vehicles at the state and municipal level. In order to ensure the best use of the Funds all projects will require a minimum of 20% non-federal match. Additionally, many state and municipal vehicles will only qualify under Option 10 of the Trust, the "DERA Option", which requires a non-federal match of 60 to 75 percent, depending on the project. Project selection criteria will be established to ensure distribution of the Settlement Funds in this category meet the funding priorities and principles outlined in this Mitigation Plan.

#### **ii. Electric Vehicle Supply Equipment**

***Approximately \$4.6 million (15 percent) of New Hampshire's allocation will be used for the acquisition, installation, operation and maintenance of electric vehicle supply equipment (EVSE) as allowed under Category 9 of the Settlement Agreement.***

With the decreasing costs and increased availability of EVs, this provision of the Mitigation Trust offers New Hampshire a unique opportunity to invest in the future and ensure New Hampshire remains a destination for travelers from across the Northeast and Canada. Decisions on the location and type of charging infrastructure in the state should consider investments and programs in neighboring states and provinces and investments made by Electrify America pursuant to Appendix C of the Settlement Agreement. Collaboration with in-state stakeholders in determining where, how and when to invest is prudent. Should Senate Bill 517, establishing an electric vehicle charging stations infrastructure commission, pass in the current legislative session, investment decisions would take into consideration recommendations from this commission. State investments should seek to leverage private sector funding and must occur in a manner that will allow for broad access to users and incorporation of technological advances in EV charging infrastructure.

### **iii. Competitive Project Solicitation**

***Approximately \$6.2 million (20 percent) of New Hampshire's allocation will be available to all entities, public and private, through a competitive solicitation for projects in categories 1, 2, 6, 7 and 10 as outlined in Section F.3 above.***

It is anticipated that these Settlement Funds will be allocated based on proposals submitted by public and private entities in response to a request for proposals (RFP). The process for applying for funding as well as the methodology to be used for project evaluation will be detailed in the RFP. Each project proposal will receive a fair and transparent assessment and all proposals and their scores will be made public<sup>7</sup>. Project evaluation criteria for project proposals under this section are discussed further in Section G below.

### **iv. Administration Costs**

***No more than \$4.6 million (15 percent) of New Hampshire's allocation will be utilized for administrative costs.***

It is estimated that administrative costs incurred by the State of New Hampshire will remain below 10 percent of New Hampshire's allocation. However, the actual mechanism for project solicitation and selection, as well as the scope of administrative costs that will be incurred by the State in managing the Trust funds are, as yet, unknown. Administrative costs permitted by the Mitigation Trust include salaries and wages; fringe benefits; travel; supplies (including tangible property); contracted services and goods; construction; and other costs (i.e. insurance, professional services, printing, training, indirect costs). If, as anticipated, administrative costs are below the allowable 15 percent the balance in this category will be allotted to the Competitive Project Solicitation category.

## **G. Application and Evaluation Process**

Projects will be funded through a competitive application process using specific criteria for scoring projects to select those that best align with the plan goals. In order to be responsive to lessons learned through the initial funding opportunity, changing priorities, new technologies or other events that warrant changes in the program, projects will be selected through multiple funding rounds. Project selection criteria will include, but not be limited to: emissions reductions (including NOx, PM and GHG); location in the state relative to economically challenged communities; demonstrated public benefit; and cost effectiveness.

It is the State's intent to lower the barriers to access to these funds by simplifying the application process so that even those without experience in applying for funds from the state can participate in this

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<sup>7</sup> Business confidential information contained in a project proposal submitted in response to an RFP must be appropriately labeled as such and will not be made public to the extent allowed by law.

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opportunity. A user-friendly application that balances the need for detailed project information with the needs of applicants will be developed so that vehicle and equipment owners are able to fill out the forms themselves without help from professional grant writers. NHDES staff will also be available to assist in the application process. All funding opportunities will be widely promoted across the state. There will be multiple opportunities to ask questions about the funding process and those questions and answers will be posted to the website.

New Hampshire seeks to reduce the administrative burden of both the application and fund distribution process while maintaining a rigorous, transparent and fair system and invites comments on ways to achieve this goal.

New Hampshire proposes to manage “DERA Option” projects<sup>8</sup> (Diesel Emission Reduction Act funding from the EPA) through the existing State Clean Diesel Program managed by NHDES. The DERA option enables use of the Mitigation Trust for actions not specifically enumerated in the other nine project categories, but that are otherwise eligible under the EPA’s DERA program. It is anticipated that many state and municipal fleet replacement proposals will fall under this funding category. The current approved NHDES DERA Work Plan will serve as the Beneficiary Mitigation Plan for these projects, subject to the same funding priorities as established in this document.

Additionally, to ensure efficient use of funding and effective administration of projects, consideration will be given to establishing a minimum project size and encourage grouping of smaller projects under a single entity acting as a lead agent.

### **H. Anticipated Benefits**

Implementation of eligible mitigation activities, including projects such as retrofit, repower, or replacement of eligible vehicles and equipment may provide a wide range of emission benefits based on many variables, such as the type of vehicle or engine replaced, the initial age of the engine, the engine power rating, and how a particular vehicle is actually used.

Based on current EPA exhaust emission standards for NOx:

- Heavy duty highway vehicles may provide up to a 96 percent reduction in NOx emissions per vehicle, based on replacing a model year 1992 engine with a model year 2017 engine,
- Non-road equipment replacements, depending on the type of equipment and engine power rating, may provide between a 93 percent and 96 percent reduction in NOx emissions for each engine,

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<sup>8</sup> See Appendix 1 – Eligible Mitigation Projects, category 10 for a description of the DERA Option.

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The range of emission benefits provided above are for individual engines and actual NOx emissions reductions will vary based on the type of projects ultimately implemented. Actual emission reductions for proposed projects will be calculated utilizing the EPA Diesel Emission Quantifier or similar tool that can provide transparent data on emissions reductions and relative cost-effectiveness of a proposed project.

The implementation of eligible mitigation projects funded through the Mitigation Trust in New Hampshire will also provide health and economic benefits. Reducing exposure to harmful diesel emissions improves the health and well-being of our residents and may help reduce health care costs. Economic benefits to the state will stem from cost savings to state and municipal fleets, and thus taxpayers, from increased efficiency and reduced maintenance. Increased business opportunities for companies providing vehicles, equipment and EV charging infrastructure may also lead to a growth in jobs in those sectors. In addition, with over 80 percent of each dollar spent on petroleum leaving the New Hampshire economy to pay for the imported fuel, improvements in vehicle efficiency that reduce petroleum fuel use will retain those energy dollars in the state where they can be redirected into other areas of economy.

Investments in EV charging infrastructure in the state will support the adoption of and increased use of electric vehicles, which will reduce NOx, PM2.5 and GHG emissions from the transportation sector. Investment by the state may also leverage investment by other sources, including investments by Electrify America through the National Zero Emission Vehicle Investment Plan required by Appendix C of the Settlement Agreement.

## **Appendix 1 - Eligible Mitigation Projects and Expenditures as Specified in Appendix D-2 of the Environmental Mitigation Trust Agreement for State Beneficiaries**

### **1. Class 8 Local Freight Trucks and Port Drayage Trucks (Eligible Large Trucks)**

a. Eligible Large Trucks include 1992-2009 engine model year Class 8 Local Freight or Drayage. For Beneficiaries that have State regulations that already require upgrades to 1992-2009 engine model year trucks at the time of the proposed Eligible Mitigation Action, Eligible Large Trucks shall also include 2010-2012 engine model year Class 8 Local Freight or Drayage.

b. Eligible Large Trucks must be Scrapped.

c. Eligible Large Trucks may be Repowered with any new diesel or Alternate Fueled engine or All-Electric engine, or may be replaced with any new diesel or Alternate Fueled or All-Electric vehicle, with the engine model year in which the Eligible Large Trucks Mitigation Action occurs or one engine model year prior.

d. For Non-Government Owned Eligible Class 8 Local Freight Trucks, Beneficiaries may only draw funds from the Trust in the amount of:

1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
2. Up to 25% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
3. Up to 75% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
4. Up to 75% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

e. For Non-Government Owned Eligible Drayage Trucks, Beneficiaries may only draw funds from the Trust in the amount of:

1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
2. Up to 50% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
3. Up to 75% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
4. Up to 75% of the cost of a new all-electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

f. For Government Owned Eligible Class 8 Large Trucks, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
2. Up to 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.



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3. Up to 100% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
4. Up to 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

### **2. Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Eligible Buses)**

a. Eligible Buses include 2009 engine model year or older class 4-8 school buses, shuttle buses, or transit buses. For Beneficiaries that have State regulations that already require upgrades to 1992-2009 engine model year buses at the time of the proposed Eligible Mitigation Action, Eligible Buses shall also include 2010-2012 engine model year class 4-8 school buses, shuttle buses, or transit buses.

b. Eligible Buses must be Scrapped.

c. Eligible Buses may be Repowered with any new diesel or Alternate Fueled or All-Electric engine, or may be replaced with any new diesel or Alternate Fueled or All-Electric vehicle, with the engine model year in which the Eligible Bus Mitigation Action occurs or one engine model year prior.

d. For Non-Government Owned Buses, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
2. Up to 25% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
3. Up to 75% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
4. Up to 75% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

e. For Government Owned Eligible Buses, and Privately Owned School Buses Under Contract with a Public School District, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
2. Up to 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
3. Up to 100% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
4. Up to 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

### **3. Freight Switchers**

a. Eligible Freight Switchers include pre-Tier 4 switcher locomotives that operate 1000 or more hours per year.

b. Eligible Freight Switchers must be Scrapped.

c. Eligible Freight Switchers may be Repowered with any new diesel or Alternate Fueled or All-Electric engine(s) (including Generator Sets), or may be replaced with any new diesel or Alternate Fueled or All-Electric (including Generator Sets) Freight Switcher, that is certified to meet the applicable EPA emissions standards (or other more stringent equivalent State standard) as published in the CFR for the engine model year in which the Eligible Freight Switcher Mitigation Action occurs.

d. For Non-Government Owned Freight Switchers, Beneficiaries may draw funds from the Trust in the amount of :

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1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine(s) or Generator Sets, including the costs of installation of such engine(s).
  2. Up to 25% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) Freight Switcher.
  - 3.
  4. Up to 75% of the cost of a Repower with a new All-Electric engine(s), including the costs of installation of such engine(s), and charging infrastructure associated with the new All-Electric engine(s).
  5. Up to 75% of the cost of a new All-Electric Freight Switcher, including charging infrastructure associated with the new All-Electric Freight Switcher.
- e. For Government Owned Eligible Freight Switchers, Beneficiaries may draw funds from the Trust in the amount of:
1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine(s) or Generator Sets, including the costs of installation of such engine(s).
  2. Up to 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) Freight Switcher.
  3. Up to 100% of the cost of a Repower with a new All-Electric engine(s), including the costs of installation of such engine(s), and charging infrastructure associated with the new All-Electric engine(s).
  4. Up to 100% of the cost of a new All-Electric Freight Switcher, including charging infrastructure associated with the new All-Electric Freight Switcher.

#### **4. Ferries/Tugs**

- a. Eligible Ferries and/or Tugs include unregulated, Tier 1, or Tier 2 marine engines.
- b. Eligible Ferry and/or Tug engines that are replaced must be Scrapped.
- c. Eligible Ferries and/or Tugs may be Repowered with any new Tier 3 or Tier 4 diesel or Alternate Fueled engines, or with All-Electric engines, or may be upgraded with an EPA Certified Remanufacture System or an EPA Verified Engine Upgrade.
- d. For Non-Government Owned Eligible Ferries and/or Tugs, Beneficiaries may only draw funds from the Trust in the amount of:
  1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine(s), including the costs of installation of such engine(s).
  2. Up to 75% of the cost of a Repower with a new All-Electric engine(s), including the costs of installation of such engine(s), and charging infrastructure associated with the new All-Electric engine(s).
- e. For Government Owned Eligible Ferries and/or Tugs, Beneficiaries may draw funds from the Trust in the amount of:
  1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine(s), including the costs of installation of such engine(s).
  2. Up to 100% of the cost of a Repower with a new All-Electric engine(s), including the costs of installation of such engine(s), and charging infrastructure associated with the new All-Electric engine(s).

**5. Ocean Going Vessels (OGV) Shorepower**

a. Eligible Marine Shorepower includes systems that enable a compatible vessel's main and auxiliary engines to remain off while the vessel is at berth. Components of such systems eligible for reimbursement are limited to cables, cable management systems, shore power coupler systems, distribution control systems, and power distribution. Marine shore power systems must comply with international shore power design standards (ISO/IEC/IEEE 80005-1-2012 High Voltage Shore Connection Systems or the IEC/PAS 80005-3:2014 Low Voltage Shore Connection Systems) and should be supplied with power sourced from the local utility grid. Eligible Marine Shorepower includes equipment for vessels that operate within the Great Lakes.

b. For Non-Government Owned Marine Shorepower, Beneficiaries may only draw funds from the Trust in the amount of up to 25% for the costs associated with the shore-side system, including cables, cable management systems, shore power coupler systems, distribution control systems, installation, and power distribution components.

c. For Government Owned Marine Shorepower, Beneficiaries may draw funds from the Trust in the amount of up to 100% for the costs associated with the shore-side system, including cables, cable management systems, shore power coupler systems, distribution control systems, installation, and power distribution components.

**6. Class 4-7 Local Freight Trucks (Medium Trucks)**

a. Eligible Medium Trucks include 1992-2009 engine model year class 4-7 Local Freight trucks, and for Beneficiaries that have State regulations that already require upgrades to 1992-2009 engine model year trucks at the time of the proposed Eligible Mitigation Action, Eligible Trucks shall also include 2010-2012 engine model year class 4-7 Local Freight trucks.

b. Eligible Medium Trucks must be Scrapped.

c. Eligible Medium Trucks may be Repowered with any new diesel or Alternate Fueled or All-Electric engine, or may be replaced with any new diesel or Alternate Fueled or All-Electric vehicle, with the engine model year in which the Eligible Medium Trucks Mitigation Action occurs or one engine model year prior.

d. For Non-Government Owned Eligible Medium Trucks, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
2. Up to 25% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
3. Up to 75% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
4. Up to 75% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

e. For Government Owned Eligible Medium Trucks, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.

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2. Up to 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
3. Up to 100% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
4. Up to 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

### **7. Airport Ground Support Equipment**

a. Eligible Airport Ground Support Equipment includes:

1. Tier 0, Tier 1, or Tier 2 diesel powered airport ground support equipment; and
2. Uncertified, or certified to 3 g/bhp-hr or higher emissions, spark ignition engine powered airport ground support equipment.

b. Eligible Airport Ground Support Equipment must be Scrapped.

c. Eligible Airport Ground Support Equipment may be Repowered with an All-Electric engine, or may be replaced with the same Airport Ground Support Equipment in an All-Electric form.

d. For Non-Government Owned Eligible Airport Ground Support Equipment, Beneficiaries may only draw funds from the Trust in the amount of:

1. Up to 75% of the cost of a Repower with a new All-Electric engine, including costs of installation of such engine, and charging infrastructure associated with such new All-Electric engine.
2. Up to 75% of the cost of a new All-Electric Airport Ground Support Equipment, including charging infrastructure associated with such new All-Electric Airport Ground Support Equipment.

e. For Government Owned Eligible Airport Ground Support Equipment, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 100% of the cost of a Repower with a new All-Electric engine, including costs of installation of such engine, and charging infrastructure associated with such new All-Electric engine.
2. Up to 100% of the cost of a new All-Electric Airport Ground Support Equipment, including charging infrastructure associated with such new All-Electric Airport Ground Support Equipment.

### **8. Forklifts and Port Cargo Handling Equipment**

a. Eligible Forklifts includes forklifts with greater than 8000 pounds lift capacity.

b. Eligible Forklifts and Port Cargo Handling Equipment must be Scrapped.

c. Eligible Forklifts and Port Cargo Handling Equipment may be Repowered with an All-Electric engine, or may be replaced with the same equipment in an All-Electric form.

d. For Non-Government Owned Eligible Forklifts and Port Cargo Handling Equipment, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 75% of the cost of a Repower with a new All-Electric engine, including costs of installation of such engine, and charging infrastructure associated with such new All-Electric engine.
2. Up to 75% of the cost of a new All-Electric Forklift or Port Cargo Handling Equipment, including charging infrastructure associated with such new All-Electric Forklift or Port Cargo Handling Equipment.

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e. For Government Owned Eligible Forklifts and Port Cargo Handling Equipment, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 100% of the cost of a Repower with a new All-Electric engine, including costs of installation of such engine, and charging infrastructure associated with such new All-Electric engine.
2. Up to 100% of the cost of a new All-Electric Forklift or Port Cargo Handling Equipment, including charging infrastructure associated with such new All-Electric Forklift or Port Cargo Handling Equipment.

**9. Light Duty Zero Emission Vehicle Supply Equipment.** Each Beneficiary may use up to fifteen percent (15%) of its allocation of Trust Funds on the costs necessary for, and directly connected to, the acquisition, installation, operation and maintenance of new light duty zero emission vehicle supply equipment for projects as specified below. Provided, however, that Trust Funds shall not be made available or used to purchase or rent real-estate, other capital costs (e.g., construction of buildings, parking facilities, etc.) or general maintenance (i.e., maintenance other than of the Supply Equipment).

a. Light duty electric vehicle supply equipment includes Level 1, Level 2 or fast charging equipment (or analogous successor technologies) that is located in a public place, workplace, or multi-unit dwelling and is not consumer light duty electric vehicle supply equipment (i.e., not located at a private residential dwelling that is not a multi-unit dwelling).

b. Light duty hydrogen fuel cell vehicle supply equipment includes hydrogen dispensing equipment capable of dispensing hydrogen at a pressure of 70 megapascals (MPa) (or analogous successor technologies) that is located in a public place.

c. Subject to the 15% limitation above, each Beneficiary may draw funds from the Trust in the amount of:

1. Up to 100% of the cost to purchase, install and maintain eligible light duty electric vehicle supply equipment that will be available to the public at a Government Owned Property.
2. Up to 80% of the cost to purchase, install and maintain eligible light duty electric vehicle supply equipment that will be available to the public at a Non-Government Owned Property.
3. Up to 60% of the cost to purchase, install and maintain eligible light duty electric vehicle supply equipment that is available at a workplace but not to the general public.
4. Up to 60% of the cost to purchase, install and maintain eligible light duty electric vehicle supply equipment that is available at a multi-unit dwelling but not to the general public.
5. Up to 33% of the cost to purchase, install and maintain eligible light duty hydrogen fuel cell vehicle supply equipment capable of dispensing at least 250 kg/day that will be available to the public.
6. Up to 25% of the cost to purchase, install and maintain eligible light duty hydrogen fuel cell vehicle supply equipment capable of dispensing at least 100 kg/day that will be available to the public.

**10. Diesel Emission Reduction Act (DERA) Option.** Beneficiaries may use Trust Funds for their non-federal voluntary match, pursuant to Title VII, Subtitle G, Section 793 of the DERA Program in the Energy Policy Act of 2005 (codified at 42 U.S.C. § 16133), or Section 792 (codified at 42 U.S.C. § 16132) in the case of Tribes, thereby allowing Beneficiaries to use such Trust Funds for actions not specifically enumerated in this Appendix D-2, but otherwise eligible under DERA pursuant to all DERA guidance documents available

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through the EPA. Trust Funds shall not be used to meet the non-federal mandatory cost share requirements, as defined in applicable DERA program guidance, of any DERA grant.

## Appendix 2 – Definitions/Glossary of Terms

“Airport Ground Support Equipment” shall mean vehicles and equipment used at an airport to service aircraft between flights.

“All-Electric” shall mean powered exclusively by electricity provided by a battery, fuel cell, or the grid.

“Alternate Fueled” shall mean an engine, or a vehicle or piece of equipment that is powered by an engine, which uses a fuel different from or in addition to gasoline fuel or diesel fuel (e.g., CNG, propane, diesel-electric Hybrid).

“Certified Remanufacture System or Verified Engine Upgrade” shall mean engine upgrades certified or verified by EPA or CARB to achieve a reduction in emissions.

“Class 4-7 Local Freight Trucks (Medium Trucks)” shall mean trucks, including commercial trucks, used to deliver cargo and freight (e.g., courier services, delivery trucks, box trucks moving freight, waste haulers, dump trucks, concrete mixers) with a Gross Vehicle Weight Rating (GVWR) between 14,001 and 33,000 lbs.

“Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Buses)” shall mean vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 14,001 lbs. used for transporting people. See definition for School Bus below.

“Class 8 Local Freight, and Port Drayage Trucks (Eligible Large Trucks)” shall mean trucks with a Gross Vehicle Weight Rating (GVWR) greater than 33,000 lbs. used for port drayage and/or freight/cargo delivery (including waste haulers, dump trucks, concrete mixers).

“CNG” shall mean Compressed Natural Gas.

“Drayage Trucks” shall mean trucks hauling cargo to and from ports and intermodal rail yards.

“Forklift” shall mean nonroad equipment used to lift and move materials short distances; generally includes tines to lift objects. Eligible types of forklifts include reach stackers, side loaders, and top loaders.

“Freight Switcher” shall mean a locomotive that moves rail cars around a rail yard as compared to a line-haul engine that moves freight long distances.

“Generator Set” shall mean a switcher locomotive equipped with multiple engines that can turn off one or more engines to reduce emissions and save fuel depending on the load it is moving.

“Government” shall mean a State or local government agency (including a school district, municipality, city, county, special district, transit district, joint powers authority, or port authority, owning fleets purchased with government funds), and a tribal government or native village. The term “State” means the several States, the District of Columbia, and the Commonwealth of Puerto Rico.

“Gross Vehicle Weight Rating (GVWR)” shall mean the maximum weight of the vehicle, as specified by the manufacturer. GVWR includes total vehicle weight plus fluids, passengers, and cargo.

Class 1: < 6000 lb.  
Class 2: 6001-10,000 lb.  
Class 3: 10,001-14,000 lb.

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Class 4: 14,001-16,000 lb.

Class 5: 16,001-19,500 lb.

Class 6: 19,501-26,000 lb.

Class 7: 26,001-33,000 lb.

Class 8: > 33,001 lb.

“Hybrid” shall mean a vehicle that combines an internal combustion engine with a battery and electric motor.

“Infrastructure” shall mean the equipment used to enable the use of electric powered vehicles (e.g., electric vehicle charging station).

“Intermodal Rail Yard” shall mean a rail facility in which cargo is transferred from drayage truck to train or vice-versa.

“Port Cargo Handling Equipment” shall mean rubber-tired gantry cranes, straddle carriers, shuttle carriers, and terminal tractors, including yard hostlers and yard tractors that operate within ports.

“Plug-in Hybrid Electric Vehicle (PHEV)” shall mean a vehicle that is similar to a Hybrid but is equipped with a larger, more advanced battery that allows the vehicle to be plugged in and recharged in addition to refueling with gasoline. This larger battery allows the car to be driven on a combination of electric and gasoline fuels.

“Repower” shall mean to replace an existing engine with a newer, cleaner engine or power source that is certified EPA and, if applicable, CARB, to meet a more stringent set of engine emission standards. Repower includes, but is not limited to, diesel engine replacement with an engine certified for use with diesel or a clean alternate fuel, diesel engine replacement with an electric power source (e.g., grid, battery), diesel engine replacement with a fuel cell, diesel engine replacement with an electric generator(s) (genset), diesel engine upgrades in Ferries/Tugs with an EPA Certified Remanufacture System, and/or diesel engine upgrades in Ferries/Tugs with an EPA Verified Engine Upgrade. All-Electric and fuel cell Repowers do not require EPA or CARB certification.

“School Bus” shall mean a Class 4-8 bus sold or introduced into interstate commerce for purposes that include carrying students to and from school or related events. May be Type A-D.

“Scrapped” shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. If any Eligible Vehicle will be replaced as part of an Eligible project, Scrapped shall also include the disabling of the chassis by cutting the vehicle’s frame rails completely in half.

“Tier 0, 1, 2, 3, 4” shall refer to corresponding EPA engine emission classifications for nonroad, locomotive, and marine engines.

“Tugs” shall mean dedicated vessels that push or pull other vessels in ports, harbors, and inland waterways (e.g., tugboats and towboats).

“Zero Emission Vehicle (ZEV)” shall mean a vehicle that produces no emissions from the onboard source of power (e.g., All-Electric or hydrogen fuel cell vehicles).