

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, AUGUST 1, 2016 TIME: 6:00PM

AGENDA

- 6:00PM – ANTICIPATED NON-PUBLIC SESSION 91-A:3, II (a) PERSONNEL MATTER & “NON-MEETING WITH COUNSEL RE: LITIGATION - RSA 91-A:2,I (b)

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. ACCEPTANCE OF MINUTES – JULY 11, 2016

VI. PUBLIC COMMENT SESSION

VII. PUBLIC HEARINGS

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

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

VIII. APPROVAL OF GRANTS/DONATIONS

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

IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

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

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

X. CONSENT AGENDA

A MOTION WOULD BE IN ORDER TO ADOPT THE CONSENT AGENDA

A. Letter from Kenneth LaValley, American Foundation for Suicide Prevention, requesting an alternative venue and plan to use the Little Harbour School for the fundraising Walk on Saturday, September 17, 2016 (***Anticipated action – move to refer to the City Manager with power***)

B. Letter from Thomas D'Arcy, Danielle's Dash requesting permission to hold the Road Race on Sunday, August 28, 2016 rather than the previously approved date of April 30, 2016 (***Anticipated action – move to refer to the City Manager with power***)

C. Request for License to install Projecting Sign:

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

Planning Director's Stipulations:

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

D. Request for License to install Projecting Sign:

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

Planning Director's Stipulations:

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

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

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

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

City Manager’s Items Which Require Action:

- 1. Request for Approval of a Proposed Two-Year Agreement between the City of Portsmouth and the Professional Management Association
- 2. Request for Approval of a Proposed Two-Year Agreement for the Supervisory Management Association
- 3. Polling Hours for September 13, 2016 State Primary Election
- 4. Proposed Acquisition of Land Re: Foundation for Seacoast Health
- 5. Four Party Waterline Extension Agreement

Informational items

- 1. Events Listing
- 2. Report Back Re: Off-Leash Dogs
- 3. News Release Re: National Night Out
- 4. Report Back Re: Right-to-Know Law (RTK) Inquiry of Assistant Mayor Splaine

B. MAYOR BLALOCK

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

C. COUNCILOR PERKINS

- 1. *West End BBQ

D. COUNCILOR DWYER

- 1. *Prescott Park Master Plan Update

E. COUNCILORS LOWN & SPEAR

- 1. *Worth Lot (***Sample motion – move to request the City Manager to report back with options for the redevelopment of the Worth Lot***)

F. COUNCILORS LOWN & DENTON

1. Declaratory Judgment Action Re: Single Use Plastic Bags

G. COUNCILOR LOWN

1. Parking and Traffic Safety Committee Action Sheet and Minutes of the July 7, 2016 meeting (***Sample motion – move to approve and accept the Action Sheet and Minutes of the July 7, 2016 Parking and Traffic Safety Committee meeting***)

Legislative Subcommittee Report

Mayor Blalock, Assistant Mayor Splaine, Councilors Dwyer and Spear (***Proposed motion – move to approve the floor policy on Type II noise barriers and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference***)

(***Proposed motion – move to approve the floor policy on hotel occupancy surcharge and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference***)

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

(***Proposed motion – move to approve the floor policy on defining short term rentals as home businesses and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference***)

XIII. MISCELLANEOUS/UNFINISHED BUSINESS

XIV. ADJOURNMENT

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

**Indicates Verbal Report*

INFORMATIONAL ITEMS

1. Notification that the minutes of the June 1, 2016 and June 8, 2016 meetings of the Historic District Commission are now available on the City's website
2. Notification that the minutes of the May 3, 2016 meeting of the Site Review Technical Advisory Committee are now available on the City's website
3. Notification that the minutes of the April 19, 2016; April 26, 2016; May 17, 2016 and May 24, 2016 are now available on the City's website

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

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, JULY 11, 2016

PORTSMOUTH, NH
TIME: 6:00 PM

At 6:00 P.M., A Non-Public Session regarding Personnel Matters, City Manager Evaluation, was held in Accordance with RSA 91-A:e, II (a).

Following the Non-Public Session, an Anticipated "Non-Meeting" with Counsel was held regarding Collective Bargaining Negotiations, in Accordance with RSA 91-A:2, I (b).

I. CALL TO ORDER (7:00PM)

Mayor Blalock opened the meeting at 7:05 p.m.

II. ROLL CALL

Members Present: Mayor Blalock, Assistant Mayor Splaine, Councilors Perkins (arrived at 8:45 p.m.), Dwyer, Lown, Pearson, Spear, Cyr and Denton

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

Mayor Blalock led the Pledge of Allegiance.

PRESENTATION

1. Senior Services Update – Brinn Chute, Senior Services Coordinator

Senior Services Coordinator Brinn Chute thanked members of the Senior Services Sub-Committee and others for their support of the Department and Senior Center. She then gave a brief power point presentation on current senior services activities and the need for more space. She concluded by inviting everyone to attend the free cookout on July 28, 2016 to celebrate their second anniversary.

Mayor Blalock commended Ms. Chute on her enthusiasm and stated the senior citizens of Portsmouth are lucky to have her.

Councilor Spear asked if there has been any pushback resulting from their using other parts of Community Campus other than what they are designated.

Ms. Chute stated no, they have all been very cooperative and very welcoming, but the current space was meant to be temporary and they have been there for 2 years already and there are other groups looking to use the space. She stated there have been beneficial multi-generational interactions with the children and the gardens.

Councilor Spear stated that he understands that the space is too small, but feels that the current multi-generational aspect is important and now that a school and ball fields are being built in that area, there may still be an opportunity for them to stay there.

Ms. Chute stated that Assistant City Manager Moore has had discussions regarding that possibility but nothing has come of it at this point.

Councilor Cyr stated he has served on the senior sub-committee and commends them for their work. He continued that the space is located on a long and winding road and is not an ideal location and not enough space.

Councilor Denton referred to Ms. Chute's statement regarding naming rights of the new center and cautioned against a contest citing a recent unfortunate naming of a boat.

Councilor Dwyer asked if there is anything new with the Doble Center.

City Manager Bohenko stated he has been in touch with the Dept. of Defense and it is being transferred by the Army Corp of Engineers so we hope to have it by early 2017. He reviewed the previous issues that had occurred and that a 2 year extension had been granted to make sure we have enough time to do it right. He stated there will probably be a building committee appointed when it comes back before the Council.

Councilor Dwyer asked if there are resident/non-resident fees and rules.

Ms. Chute stated that there is a specific plan for future use, but currently there is no charge because they want people to come and utilize the facility and services without any barriers. She stated that they will establish a fee schedule including resident and non-resident in the future.

V. ACCEPTANCE OF MINUTES – JUNE 6, 2016 AND JUNE 20, 2016

Councilor Lown moved to accept the minutes of June 6, 2016 and June 20, 2016, seconded by Assistant Mayor Splaine.

Councilor Spear stated for informational purposes that 2 court cases which had both come back in favor of the City of Portsmouth, quoted excerpts from meeting minutes.

Councilor Denton asked that page 5 on the June 20th meeting minutes be amended.
Councilor Dwyer asked that Page 4 on the June 6th meeting minutes be amended.

Main motion passed as amended.

VI. PUBLIC COMMENT SESSION

Mayor Blalock opened the public comment session stating that due to the number of speakers, comments should be kept to 2 minutes each in order to keep within the 45 minutes time limit per City Council Rules and Orders.

Rick Horowitz – spoke in favor of using barges for at least part of the Peirce Island WWTF project due to the weight of the trucks, the noise and visual impacts, as well as the gridlock that will be caused especially when the Memorial Bridge is open.

Beth Margeson – spoke in favor of using barges for at least part of the Peirce Island WWTF project. She stated the trucks will have to travel by many businesses and the construction will have an economic impact.

Paige Trace – spoke in favor of using barges for at least part of the Peirce Island WWTF project. She stated that the City has represented the barges to be too costly and only to appease south end residents, but feels without the barges the businesses will not survive and that it is a potential safety hazard for the fire department to get through the construction.

Cathy Baker – spoke in favor of using barges for at least part of the Peirce Island WWTF project. She stated that all reasonable safety precautions should be taken by the city to avoid the city being held responsible for accidents that will happen.

Roy Hesel – spoke against adding commercial space and artwork to the new parking garage.

Bob Shouse – asked the Council to consider the barging option only if it does not add to the sewer rate. He also stated that in light of the title issues with the Deer Street lot, we should reconsider the Worth Lot.

Richard Grenier – representing the Town of Gilford regarding the recent reconsideration of the Fire Boat transfer – stated that he feels that the vote to reconsider should have been tabled until they were notified, which to date, they still have not received any letter from the City of Portsmouth. Finally, he stated that the boat would have been used to its highest purpose guarding 13 islands and not just as a spare pumper.

Lida Clough – stated she has attended events in Prescott Park for many years but recently has had conflict with Mr. Anderson, Mr. French and Mr. Kelly who she feels have misrepresented her comments in a Letter to the Editor.

Arthur Clough – stated that his friendship with Mark Brighton has caused his family to be harassed by staff at Prescott Park Arts Festival Events.

Mark Brighton – stated we need to do away with “NIMBY” thinking and deal with the current issues realistically.

Pat Bagley – spoke in favor of using barges for at least part of the Peirce Island WWTF project stating that this isn’t just a south end problem but a quality of life issue.

Valerie Rochon – President of the Greater Portsmouth Chamber of Commerce – thanked the Council for due diligence in going forward with the second parking garage and urged them to continue the process so that it happens within months and not years.

Dick Bagley – spoke in favor of using barges for at least part of the Peirce Island WWTF project stating we look to our leaders to do the right thing.

Jane Nelson – spoke in favor of using barges for at least part of the Peirce Island WWTF project stating the impact on the infrastructure and businesses in downtown will be great and feels that barging should have been part of the decision making process from the beginning.

Judy Capobianco – spoke in favor of using barges for at least part of the Peirce Island WWTF project stating she is worried about the safety of children and the trucks blocking downtown traffic.

David Rheume – asked the Council not to go forward with the vote on the GSA services relocation until the neighbors have had a chance to speak as this is a different plan that what was presented at the Charrette.

Jane Zill – spoke in favor of using barges for at least part of the Peirce Island WWTF project. She also feels that Peirce Island would make a wonderful site for an amphitheater for the Arts Festival and asked if it is really too late. She concluded asking why the PDA said no to the Pease location and that the questions about the water use of the Golf course need to be answered.

Jane Kilcoyne – spoke in favor of using barges for at least part of the Peirce Island WWTF project stating she has served on Councils and Boards and understands the process of decision making but feels that the decision to use barges should be reconsidered or the repercussions of not doing so will be felt for years.

Esther Kennedy – stated she is concerned with transparency and that no neighborhood meetings have been held regarding the truck route during the Peirce Island reconstruction. She presented an article to the Council regarding Methuen Construction work in another town.

Paul Mannle – spoke in support of the bonding resolutions and asked that some of the resulting savings be spent on solar powered speed signs, barging and the implementation of the Prescott Park Master Plan. He concluded stating that he attended a meet and greet concerning the Subaru Garage near Farm Lane stating that he learned that plans have been in the works for 2 months but the neighbors had not been notified and it wasn't mentioned at the Ward 3 meeting recently held.

VII. PUBLIC HEARINGS

- A. RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO SIX MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$6,850,000.00) FOR COSTS RELATED TO FISCAL YEAR 2017 CITYWIDE STREET, SIDEWALK AND FACILITY IMPROVEMENTS

Mayor Blalock read the public hearing notice and opened the public hearing:

Charles Siefried – spoke on behalf of PACE which is a group that supports the multi-recreational field at the “stump dump” stating this will benefit all citizens. He concluded by asking the group of supporters in attendance in the audience to stand and be recognized.

Tony Coviello – spoke as a member of PACE stating they recently had a meeting with staff that was very informative and continued that this field will double the field capacity. He stated that the current fields are in constant use and another turf field will be an incredible asset for future generations. He concluded stating that the PACE group would like some guidance as to how to raise money to bridge the gap of approximately ¼ million dollars for the lighting, restrooms, concessions, etc. and have thought about selling naming rights and are wondering if there is a policy already in place.

Seeing no one else wishing to speak, Mayor Blalock closed the public hearing.

- B. RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000.00) RELATED TO WATER LINE REPLACEMENTS, WATER SYSTEM PRESSURE AND STORAGE IMPROVEMENTS

Mayor Blalock read the public hearing notice and opened the public hearing. Seeing no one, Mayor Blalock closed the public hearing.

- C. RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000.00) FOR COSTS RELATED TO SEWER LINE REPLACEMENTS, PUMPING STATION UPGRADES AND GOOSE BAY DRIVE SEWER LINE

Mayor Blalock read the public hearing notice and opened the public hearing. Seeing no one, Mayor Blalock closed the public hearing.

Assistant Mayor Splaine moved to suspend the rules to bring forward City Manager Item XII.A.3. for consideration. Seconded by Councilor Spear and voted.

3. Peirce Island Wastewater Treatment Facility Re: Barging Bid Alternate

City Manager Bohenko introduced Public Works Director Peter Rice, City Engineer Terry Desmarais, Deputy City Attorney Suzanne Woodland and Deputy Public Works Director Brian Goetz to give a brief presentation of the barge alternatives bid options. He stated that Don Shelton of AECOM will also be addressing the Council. He further explained that if the Council chooses to go with one of the alternatives, then a public hearing would need to be held on a resolution for the additional bonding that would be required.

City Engineer Desmarais gave a brief power point presentation (*available upon request*). He stated there have been 48 meetings held to date regarding the Wastewater Treatment Facility construction project. He continued that a joint work session was held in April 2016 and a safety consultant review conducted which focused on pedestrian safety and segregation from construction traffic with recommended actions. He stated that the Council voted on March 14, 2016 to direct the City Manager to develop one or more bid alts for the Peirce Island Wastewater Treatment Facility Upgrades for the delivery and removal of equipment and materials by water and 4 alternative bids are outlined.

Don Shelton reviewed the various bid alternative options to include barging of the companies that submitted bids. He explained that permits will be required by regulatory agencies and there is no way of knowing how long those will take and therefore, there will still have to be truck traffic, intersection modifications etc. until the permits are received. He continued that the costs included in the bids are also just the associated costs for the contractors and doesn't include the permitting costs and any miscellaneous expenses that may occur. He concluded by stating that his company usually does not offer an opinion but because of the tension this is causing, they would advise not to include the barging because it will add a significant costs.

City Engineer Desmarais continued the presentation reviewing the barging considerations stating there would be an overlap in construction and permitting; engineering and coordination issues; potential natural resource mitigation; increased risk profile and increased costs. He stated that they would need an additional \$2 million as a contingency for the unknowns. He further reviewed the Construction Access routes and estimated traffic volume without barging. He concluded stating that the staff recommendation is to approve award of contract to low bidder without barging and to continue mitigation of construction impacts.

Councilor Pearson asked if a different truck route has been considered such as Route 33 to South Street/Junkins Avenue to downtown. City Engineer Desmarais stated no.

Assistant Mayor Splaine asked if we are confident that all 3 companies will meet expectations and able to meet deadlines and which companies use union employees. Engineer Desmarais stated that there was a lengthy pre-qualification process and all 3 companies pre-qualified. He stated that we did not make union employees a part of the bid process.

Councilor Dwyer asked what the effect on the sewer rate would be if we added the barge alternative. City Manager Bohenko referred to the amortization schedule and asked Finance Director Belanger to address the Council.

Finance Director Belanger explained that Alternative 1 (50% barging) and the addition \$2 million contingency would be approximate 41 cents on the average user and more for restaurants and larger companies.

Councilor Spear moved to authorize the City Manager to proceed with the bid award to Methuen Construction for the Wastewater Treatment Facility upgrade on Peirce Island without any barging alternative, seconded by Councilor Perkins.

Councilor Spear stated that this is a complex issue and adding to the complexity is the challenges of the river itself where there have been incidents in the past. Secondly, he stated that as City Councilors they are asked to keep the tax rate down and also the sewer rate. He stated we are already increasing the sewer rate with this project and we do have a program in place for those who cannot afford it, but we need to keep it affordable for everyone. Finally, he stated that the numbers are so big it is hard to appreciate what they mean, but we have a community group looking to fundraise to finish the ball field and we could use some of the money for barging to finish that or towards the senior center, etc. He stated that 5 years down the road we won't be able to point to where this additional money went.

Assistant Mayor Splaine moved to amend by adding "including Barge Bid Alternative I" to the end of the motion, seconded by Councilor Denton.

Assistant Mayor Splaine stated that this amendment will delay action for 21 days and gives another opportunity for public comment. He stated this motion was passed in March and there hasn't been an opportunity for a lot of dialogue including barges and we need to slow down and let the public be heard. He stated we are not likely to revisit the location but he does like the idea of the amphitheatre on Peirce Island as mentioned during public comment.

Councilor Denton stated he doesn't like the idea of increasing the sewer rate even more, but is in favor of another public hearing.

Councilor Dwyer stated she is interested in the 50% alternative but doesn't want to delay because there is nothing more costly than delays.

Assistant Mayor Splaine asked for clarification from City Manager Bohenko regarding the required public hearing. City Manager Bohenko stated that if the amendment passes, then it should be tabled until after the public hearing on the bonding resolution for the additional funding.

Councilor Lown stated he agrees there are perils with any delay. He stated he appreciates the passion of what people feel will be ruinous of the neighborhood but if he felt this was the case, he would be in favor to barge, but he doesn't feel it will come to pass. He continued that we have to weigh the cost of this to all ratepayers and although he was in favor of looking into the option of barging, he feels he can now make an informed decision and is not in favor.

Councilor Perkins stated she is also against the amendment and feels we should trust the staff expertise and the benefit is not substantial enough.

Councilor Pearson stated she also wanted to get the information on barging alternatives and had an open mind to the option, but is concerned because we don't even know that we can use the port. She stated she would like to revisit the truck routes.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock stated he wanted to use barges but is surprised by the cost of even the 50% option and agrees with Council Pearson that not knowing the availability of the port due to the bridge construction is a concern. He stated we could use the money for other projects and agrees that people look to the Council to make the hard decisions and keep rates down. He stated he cannot justify 4-7 million dollars to reduce some of the traffic, which will be controlled, and he apologizes to the South end residents.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Cyr stated he is in favor of the amendment as we have heard from some residents but not the community as a whole and would like to give them the opportunity.

Councilor Dwyer agrees that it will be good to have a public hearing.

Motion to adopt as amended passed on a 5-4 roll call vote. Assistant Mayor Splaine, Councilors Dwyer, Pearson, Cyr and Denton voted in favor. Mayor Blalock, Councilors Perkins, Lown and Spear voted opposed.

Councilor Lown moved to table until August 1, 2016 City Council meeting. Seconded by Assistant Mayor Splaine and voted.

Assistant Mayor Splaine moved to authorize the City Manager to establish a public hearing on August 1, 2016 for a resolution authorizing a bond issue or participation in the State Revolving Loan Fund to borrow up to 7 million dollars for Wastewater Treatment Facility Improvement. Seconded by Councilor Cyr and voted.

Recess/Reconvened 9:45 – 9:55 p.m.

VIII. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Emergency Management Performance Grant Agreement

Councilor Cyr moved to accept the Emergency Management Performance Grant Agreement Terms, as presented, and further, authorize the City Manager to execute the Agreement. Seconded by Councilor Lown and voted.

IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

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

Assistant Mayor Splaine moved to pass first reading and schedule second reading and a public hearing on the proposed Ordinance at the August 1, 2016 City Council meeting, as presented, seconded by Councilor Dwyer.

Councilor Denton asked if residents of affected areas are notified of the proposed changes.

Councilor Spear clarified that the changes are already in place as pilot programs from Parking and Traffic Safety Commission and the ordinance is finalizing the changes.

Motion voted.

B. Adoption of Resolution Authorizing a Bond Issue and/or Notes of up to Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000.00) for Costs related to Fiscal Year 2017 Citywide Street, Sidewalk and Facility Improvements

Assistant Mayor Splaine moved to adopt a Bond Resolution for FY17 Citywide Street, Sidewalk and Facility Improvements in the amount of up to \$6,850,000, seconded by Councilor Lown.

Councilor Spear referred to the public hearing speakers from PACE and asked if we know how much the amenities are going to be that they are looking to raise funds and also if we could explain the policy on naming rights.

City Manager Bohenko stated that these items were to be addressed next year as a part of the larger complex and that would be the appropriate time to discuss the name of the park and not individual ball fields.

Councilor Dwyer stated we are talking about to different things; the naming rights is a bigger issue and the smaller aspects would be sponsorship opportunities. She stated there needs to be direction for both instances.

City Manager Bohenko stated when the project goes out to bid he will add the different alternatives including lighting, concession stands, restrooms etc. and then see what we can accomplish with the funding on hand, and if not, then the community can fund raise. He clarified that when the library was built we didn't name the whole building after one person, but instead did room by room.

Councilor Denton asked about the Elwyn Park sidewalk project being moved up.
Deputy Finance Director Purgiel stated the \$98,000 was originally in FY 20 and has been moved up to FY18.

Motion passed on a 9-0 roll call vote.

- C. Adoption of Resolution Authorizing a Bond Issues and/or Notes of the City under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) related to Water Line Replacements, Water System Pressure and Storage Improvements

Assistant Mayor Splaine moved to adopt a Bond Resolution for FY17 Water Line Replacements, Water System Pressure and Storage Improvements in the amount of up to \$2,250,000, seconded by Councilor Cyr. Motion passed on a 9-0 roll call vote.

- D. Adoption of Resolution Authorizing a Bond Issue and/or Notes of the City under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Three Million Four Hundred Thousand Dollars (\$3,400,000.00) for Costs related to Sewer Line Replacements, Pumping Station Upgrades and Goose Bay Drive Sewer Line

Councilor Lown moved to adopt a Bond Resolution for FY17 Sewer Line Replacements, Pumping Station Upgrades and Goose Bay Drive Sewer Line in the amount of up to \$3,400,000, seconded by Assistant Mayor Splaine. Motion passed on a 9-0 roll call vote.

- E. Third and final reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance - West End Zoning

Councilor Perkins moved to pass third and final reading of the proposed Ordinance, as presented at the City Council meeting of July 11, 2016. Seconded by Councilor Dwyer and passed on an 8-1 vote. Assistant Mayor Splaine voted opposed.

X. CONSENT AGENDA

Councilor Cyr moved to adopt the Consent Agenda as presented. Seconded by Councilor Spear and voted.

- A. Letter from Emily Christian, National Multiple Sclerosis Society, requesting permission to hold the 2016 Bike MS NH Seacoast Escape on Saturday, August 27, 2016 (***Anticipated action – move to refer to the City Manager with power***)
- B. Letter from Jenelle Dolan, March of Dimes, requesting permission to hold the 2017 Seacoast March for Babies in Portsmouth on May 6, 2017 (***Anticipated action – move to refer to the City Manager with power***)
- C. Letter from Abigail Wiggin, Portsmouth Halloween Parade, requesting permission to hold the 22nd Annual parade on Monday, October 31, 2016 (***Anticipated action – move to refer to the City Manager with power***)
- D. Baying - Petition and License for Underground Cable and Conduit Location on Ladd Street (***Anticipated action – move to approve the aforementioned Pole License Agreement as recommended by the Public Works Department with the approval conditioned upon amendment of the license to allow for the collection of any lawfully assessed real estate taxes***)

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Letter from Lafayette Place, Tenants in Common, requesting to initiate the process of transferring ownership of the service road adjacent to facility at 1900 Lafayette Road to the City of Portsmouth

Assistant Mayor Splaine moved to refer to the Public Works Department for report back. Seconded by Councilor Perkins and voted.

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

1. McIntyre Property

Deputy City Manager Puff gave a brief update on the progress to date stating that there are still questions but a first step is needed.

City Manager Bohenko stated that the recent work session held on this subject covered everything to this point and asked the Council to move forward with the motion to endorse City's continued pursuit of a public private partnership for redevelopment of the McIntyre site and construction of a new Federal facility on the proposed Bridge Street lot.

Councilor Spear stated that he feels this requires a lot of conversation and that a lot of people do not know what is going on with this and would like to postpone it to the August 1st Council meeting and schedule a public input session.

Assistant Mayor Splaine stated he agrees with that but feels that it should be either August 15th or September 6th meeting.

Councilor Spear moved to postpone action to August 15, 2016 City Council meeting and further, to schedule and advertise a public input session on the proposed move of GSA to Bridge Street lot *or other location* for redevelopment of the McIntyre property, seconded by Assistant Mayor Splaine.

Councilor Dwyer stated she doesn't want the location limited to Bridge Street lot and the mover and seconder agreed.

Motion passed.

2. Proposed Use of Tax Increment Financing Redevelopment of the McIntyre Area

City Manager Bohenko stated that Councilor Dwyer had suggested the TIF and feels that it makes sense for the entire area and not just the McIntyre property. He stated it will not happen over night and it will come back to the Council for various phases.

Councilor Lown moved to incorporate Tax Increment Financing as part of the redevelopment of the McIntyre area and to authorize the City Manager to take the necessary steps to implement this process. Seconded by Councilor Spear and voted.

3. Peirce Island Wastewater Treatment Facility Re: Barging Bid Alternate (Action taken previously)
4. 165 Deer Street Re: Ratification of Purchase & Sales Agreement

City Attorney Sullivan explained that the negotiations have been ongoing and we are close to resolving the outstanding issues. He continued that the one that has not been totally resolved is the title issues with the railroad, but feels that we are close enough that it should continue.

Councilor Lown moved that the City Council ratify its action of April 18, 2016 and reiterate the authority of the City Manager to negotiate and execute the Purchase & Sale Agreement, Post Closing Obligation Agreement and all related agreements and documents with Deer Street Associates necessary to bring about the acquisition of the municipal parking garage site on Deer Street within 30 days, subject to the City receiving marketable title in the City's judgment to that property free and clear of all restrictions, easements and covenants of any kind, in particular those held by the railroad, seconded by Councilor Spear.

Councilor Lown explained that he has placed a 30 day time limit in the motion but he is not trying to kill the deal. He stated he is a member of the working group and they recently had a lengthy meeting with Counsel. He continued that the real estate conveyance is not satisfactory to us, the buyer, the title is not clear and therefore, it is not insurable. He stated that there are 10 rights and covenants held by the railroad and some are potential problems so we have to protect the taxpayers and minimize possible claims brought in the future with the construction of the garage. He stated that the sellers feel that these are issues that can be settled after closing and are willing to indemnify the city up to \$75,000.00, which may be enough, but we don't know that and feels that we should be able to settle this within 30 days.

City Manager Bohenko stated that there have been 3 issues that he has wanted addressed right from the beginning; environmental; leases of property and release of covenants by the railroad which we are very close but not completed. He stated he is uncomfortable moving forward without these being done.

Assistant Mayor Splaine moved to suspend the rules to allow Kim Rogers of Deer Street Associates to address the Council, seconded by Councilor Dwyer and voted.

Kim Rogers stated that all property transfers have issues and feels that there should be some flexibility in resolving the outstanding issues. He stated that 30 days may not be enough depending on whether State approval will be required and then it will be at least 60 days.

Councilor Lown stated this is a fair comment and he would be willing to extend it to 35 days which would be the August 15, 2016 City Council meeting date, seconder agreed.

Councilor Dwyer stated it is important not to undermine the credibility of the process because of what was printed in the local newspaper recently.

Main motion passed as amended.

Informational items

1. Events Listing
2. Seacoast Public Health Network
3. Report Back Re: Bicycles in City Parks
4. Report Back Re: Veterans of Foreign Wars Location

City Manager Bohenko stated that regarding the VFW relocation on city property, there are no city-owned properties that are available for that purpose but we are willing to work them to find potential private property locations. Councilor Denton stated they will take him up on that offer.

B. MAYOR BLALOCK

1. Appointments to be Voted:
 - Reappointment of Joseph Almeida to the Historic District Commission
 - Appointment of Jim Lee to the Zoning Board of Adjustment as a regular member
 - Appointment of John Formella to the Zoning Board of Adjustment as an alternate member

Councilor Cyr moved to reappoint Joseph Almeida to the Historic District Commission, term to expire June 1, 2019; Appoint Jim Lee (current alternate) as a regular member of the Zoning Board of Adjustment, filling unexpired term of David Witham to December 1, 2017; and appoint John Formella as an alternate to the Zoning Board of Adjustment, filling unexpired term of Jim Lee to December 1, 2018. Seconded by Councilor Lown and voted.

2. Resignation of Bob Cook from the Sustainable Practice Blue Ribbon Committee

Councilor Denton moved to accept the resignation of Bob Cook from the Sustainable Practices Blue Ribbon Committee with regret and appreciation of his service. Seconded by Councilor Lown and voted.

C. COUNCILOR PERKINS

1. Housing Committee: Mid-Point Update

Councilor Perkins gave a brief update of the Housing Committee activities to date stating they received a lot of quality feedback from the recent public input session.

Mayor Blalock stated he has been very impressed with this committee and feels there will be a lot of fruit borne as a result of their work.

D. COUNCILOR SPEAR

1. City Manager's Evaluation

Councilor Spear gave a brief statement of the City Manager's evaluation praising his work and dedication to the City of Portsmouth.

Assistant Mayor Splaine stated that he has been involved in the hiring of several City Manager's over the course of his various terms as City Councilor and feels that Mr. Bohenko is on par and in the tradition of City Manager Cal Canney.

City Manager Bohenko thanked everyone for their praise and kind words.

Councilor Spear moved to authorize the Evaluation Committee to consider City Manager Bohenko's contract and report back to the City Council. Seconded by Councilor Lown and voted.

Councilor Lown moved to suspend the rules to allow the meeting to go past 10:30 p.m. Seconded by Councilor Perkins and voted.

E. COUNCILOR CYR

1. Transportation Services Ordinance

Councilor Cyr stated that the Transportation Services Commission is looking for guidance as to how to proceed now that the "Uber" legislation has passed and will be administered by the State. He stated it did not address Taxis and there is still a disparity between requirements of background checks, insurance requirements, enforcement etc.

Councilor Dwyer stated that a Work Session should be held.

Mayor Blalock stated he agrees and he and City Manager Bohenko will come back with a date.

Assistant Mayor Splaine suggested that Councilor Cyr review the past meetings that the "Uber" issue was discussed. He stated that the possibility of sunseting the Commission should be considered as well and let the police department enforce the law.

Councilor Cyr asked that the Transportation Services Commission be invited to attend the Work Session as well.

F. COUNCILOR DENTON

1. Great Bog Dog Off-Leash Area

Councilor Denton moved to have the City Manager report back on what would be required to make improvements to the Great Bog Dog Off-Leash Area or open a different Dog Off-Leash Area prior to the Peirce Island Dog Off-Leash Area temporarily closing for the Peirce Island Wastewater Treatment Plant upgrades, seconded by Assistant Mayor Splaine.

Councilor Spear asked what improvements need to be made as it is already an existing off-leash area.

Councilor Denton suggested new paths, better trash receptacles, etc. to bring it to the same levels as the Peirce Island Park.

Councilor Dwyer stated that the Conservation Commission has a program of stewardship over 90 different parcels of undeveloped land and suggested getting input from them for suggested areas.

Motion passed.

VII. MISCELLANEOUS/UNFINISHED BUSINESS

VIII. ADJOURNMENT

Councilor Spear moved to adjourn at 10:55 p.m. Seconded and passed unanimously.

A handwritten signature in black ink, appearing to read 'V. French', written in a cursive style.

Valerie A. French
Deputy City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, August 1, 2016 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 the City under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Seven Million Dollars (\$7,000,000.00) for Costs Related for the Construction of the Peirce Island Wastewater Treatment Facility. 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

PA-00215752

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

RESOLUTION #16- 2016

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

RESOLVED:

THAT the sum of up to Seven Million Dollars (\$7,000,000) is appropriated for the construction of the Peirce Island Wastewater Treatment Facility;

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 Seven Million Dollars (\$7,000,000) through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan, such borrowing to be effected by the issuance of bonds and/or notes of the City under the Municipal Finance Act in connection with the Peirce Island Wastewater Treatment Facility;

That the expected useful life of the project is determined to be at least thirty (30) years, and;

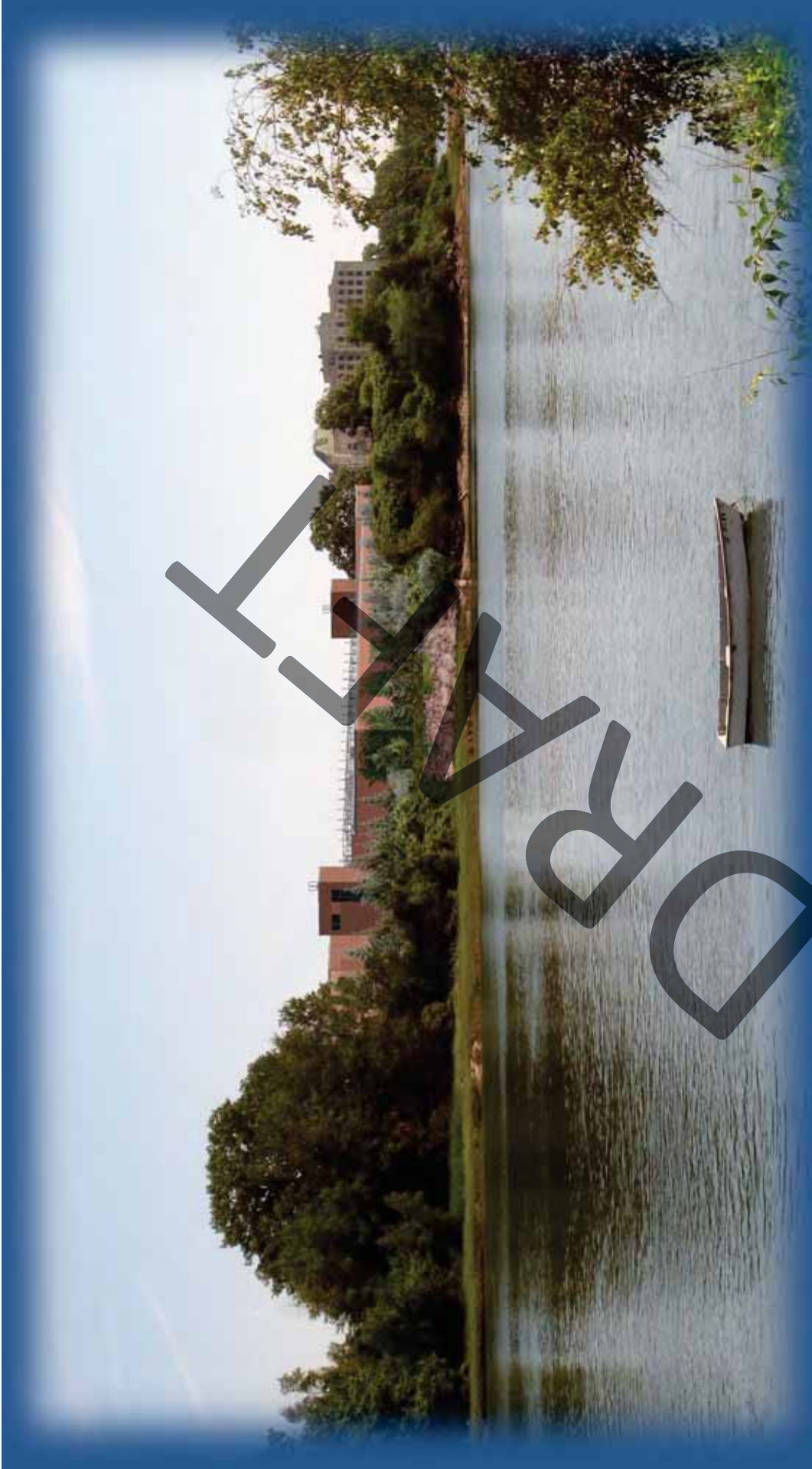
That this Resolution shall take effect upon its passage.

APPROVED:

JACK BLALOCK, MAYOR

ADOPTED BY CITY COUNCIL

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



Peirce Island WWTF Upgrade

Portsmouth City Council Meeting

August 1, 2016

Topics of Discussion

- Bargaining Discussion
 - Bid Alternates
 - Types
 - Logistics
 - Other Bargaining Projects
 - Permitting
 - Considerations & Risks
- Bargaining Costs and Tradeoffs



Project & Barging Status

- Construction Bids Received June 23, 2016
- Barging Originally Considered for Inclusion in the Project in 2013-2014 – Not Pursued Due to Added Cost
- City Council Directed that Barge Bid Alternate(s) be Added to Project – March 14, 2016
- Construction Cost Without Barging \$72.79M



Project & Barging Status

| Barging Bid Alternate | Estimated Cumulative Reduction In Construction Vehicles (%) | Bid Additional Cost |
|---|---|---------------------|
| Alt. 1 – Barge Demo and Surplus Excavation Materials | 50% | \$3.94 M (1) |
| Alt. 2 – Additional Cost to Barge Selected Construction Materials | 60% | \$13.19 M |
| Alt. 3 – Additional Cost to Barge Vehicles 3 Axles or Greater and Construction Equipment Except Concrete Trucks and Pump Trucks | 75% | \$16.98 M |
| Alt. 4 – Additional Costs for Concrete Batch Plant and Barge Raw Concrete Materials | 90% | \$21.00 M |

(1) Up to \$7.0M with Costs for Permitting, Engineering, and Contingencies



Barging Considerations & Risks

- Barging Typically Used When Truck Delivery Not Feasible
- Use of Barging Increases Project Risk Profile:
 - Increased Risk of Delay Due to Weather
 - Potential Schedule Risk Due to Barging Logistics
 - Risk of Cost Increases Due to Additional Work On-site Requiring Oversight
 - Risk of Damage/Injury Due to Multiple Handling Steps and Marine Operation



Potential Land-side Location

- Port of New Hampshire?
- Shared Use
- Limited Laydown Area
- Periodic Shutdowns to Barging Due to Ship Traffic
- Contractor Free to Use Other Sites



Potential Peirce Island Locations

- Contractor to Choose Location & Type of Barge Operation



Barge Types

- Spud Barge
- Jack-Up Barge
- Load On / Load Off (LOLO)
- Roll On / Roll Off (RORO)
- Landing Craft



Logistics



Numerous Steps to Arrive at Destination



Deer Island WWTF - Boston, MA



- Adjacent Community Barred Land Access • Facilities Cost \$3.8 Billion
- Roll On / Roll Off (RORO) Barging • Project Duration Was 15 Years
- Facilities Constructed On Island and Mainland (\$35 Million) • 100 Construction Contracts

August 1, 2016



Peirce Island WWTF Upgrade



Newburyport MA WWTF



New Bedford MA WWTF



Fall River MA WWTF



Warren RI WWTF

There are Numerous Coastal WWTFs Located in Downtowns In NE Built Successfully Without Barging



Permitting

- Permitting Undertaken by City Based on Contractor's Bargaining Plan
- Extent of Permitting Dependent on Contractor's Approach to Bargaining
- Potential Permits / Approvals:
 - NHDES Wetlands Permit (Minor or Major)
 - Portsmouth Conservation Commission
 - NHDES Alteration of Terrain Permit
 - US Army Corps of Engineers (General Permit or Individual)
 - NH Fish & Game
 - National Marine Fisheries
 - US Coast Guard
 - Portsmouth Naval Shipyard
 - NH Division of Historical Resources
 - Harbor Pilots



Permitting Concerns

- NHDES Env-Wt 302.04.a.2:
 - ...the applicant shall demonstrate...that the following factors have been considered in the project's design...

(2) The alternative proposed by the applicant is the one with the least impact to wetlands or surface waters on site;

- NHDES Env-Wt 302.04.d.1:

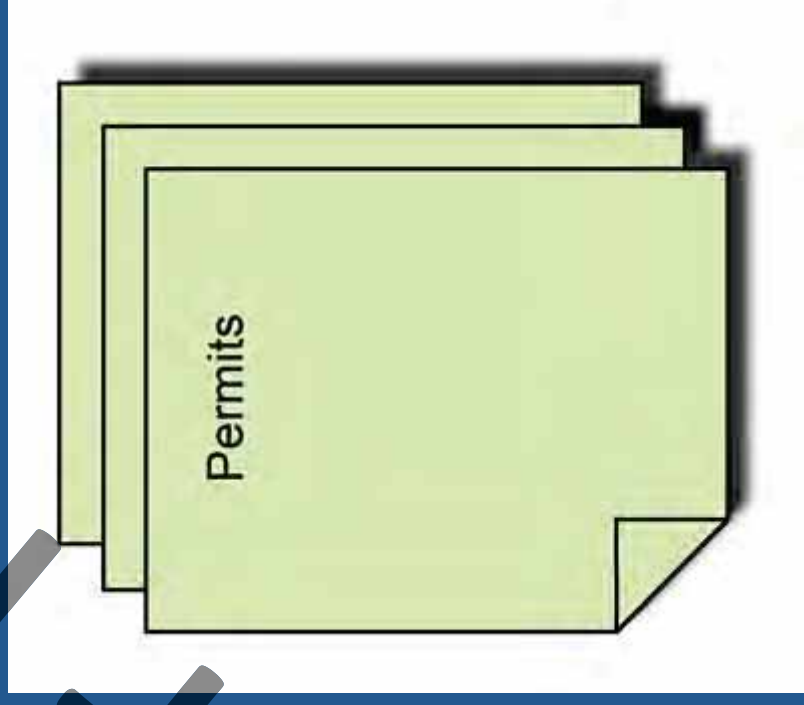
(d) The department shall not grant a permit if:

- (1) There is a practicable alternative that would have a less adverse impact on the area and environments under the department's jurisdiction;



Permitting Concerns, Cont'd.

- Eelgrass Impacts
- Anadromous Fish
- Benthic Impacts
- Navigational Impacts
- Mitigation Measures



Barging Implementation Timeline

Notice to Proceed

Permits Obtained

Trucking To / From Site Allowed

4 Weeks

6 (+/-) Months

6 Weeks

Contractor Submits Barging Plan & Details

City Obtains Permits for Barging

Contractor Begins to Mobilize Barge Facilities
Contractor Barging Commences



Barging Conclusions

- Barge only when absolutely necessary
- Increases Cost
 - Contractor Costs
 - Permitting & Potential Mitigation
 - Contingency
- Increases Complexity
- Increases Risk
 - Weather Impacts
 - Cost Impacts
 - Damage / Injury



Barging Cost Impact

- Construction Phase Project Costs
 - Base Bid Construction (\$72.79M)
 - Barging Would Add \$7M For Construction (~10% increase)
 - Increase Sewer Rate Approximately \$0.48 Per Unit
 - Projected Annual Sewer Rate Increases To Be 5-6 % Versus 3-4%
 - The Estimated Impact To Average Residential Customer's Sewer Bill For WWTP Is \$340 per year
 - An Increase of Approximately \$29 Per Year For An Average Residential Customer

Unit = 748 gallons



\$10 Million Bond Issued 6/25/2014

AMORTIZATION AND PAYMENT SCHEDULE-20 YEAR

| BOND | YEARS | Year | Beginning Balance | Principal | Interest | Total Payment | Ending Balance | Sewer rate Effect |
|-----------------------|-------|------|-------------------|------------|-----------|---------------|----------------|-------------------|
| \$10,000,000 | 20 | 1 | 10,000,000 | 500,000 | 396,667 | 896,667 | 10,000,000 | \$0.81 |
| | | 2 | 9,500,000 | 500,000 | 415,000 | 915,000 | 9,500,000 | \$0.82 |
| | | 3 | 9,000,000 | 500,000 | 390,000 | 890,000 | 8,500,000 | \$0.80 |
| | | 4 | 8,500,000 | 500,000 | 365,000 | 865,000 | 8,000,000 | \$0.78 |
| | | 5 | 8,000,000 | 500,000 | 340,000 | 840,000 | 7,500,000 | \$0.76 |
| | | 6 | 7,500,000 | 500,000 | 330,000 | 830,000 | 7,000,000 | \$0.75 |
| | | 7 | 7,000,000 | 500,000 | 305,000 | 805,000 | 6,500,000 | \$0.72 |
| | | 8 | 6,500,000 | 500,000 | 280,000 | 780,000 | 6,000,000 | \$0.70 |
| | | 9 | 6,000,000 | 500,000 | 255,000 | 755,000 | 5,500,000 | \$0.68 |
| | | 10 | 5,500,000 | 500,000 | 230,000 | 730,000 | 5,000,000 | \$0.66 |
| | | 11 | 5,000,000 | 500,000 | 205,000 | 705,000 | 4,500,000 | \$0.63 |
| | | 12 | 4,500,000 | 500,000 | 180,000 | 680,000 | 4,000,000 | \$0.61 |
| | | 13 | 4,000,000 | 500,000 | 155,000 | 655,000 | 3,500,000 | \$0.59 |
| | | 14 | 3,500,000 | 500,000 | 140,000 | 640,000 | 3,000,000 | \$0.58 |
| | | 15 | 3,000,000 | 500,000 | 120,000 | 620,000 | 2,500,000 | \$0.56 |
| | | 16 | 2,500,000 | 500,000 | 100,000 | 600,000 | 2,000,000 | \$0.54 |
| | | 17 | 2,000,000 | 500,000 | 80,000 | 580,000 | 1,500,000 | \$0.52 |
| | | 18 | 1,500,000 | 500,000 | 60,000 | 560,000 | 1,000,000 | \$0.50 |
| | | 19 | 1,000,000 | 500,000 | 40,000 | 540,000 | 500,000 | \$0.49 |
| | | 20 | 500,000 | 500,000 | 20,000 | 520,000 | - | \$0.47 |
| Totals 20 year | | | | 10,000,000 | 4,406,667 | 14,406,667 | | |

Note: Approximately \$100,000 = \$0.09 on the Sewer rate
 FY 17 Sewer Rate: 12.24/13.47

State Revolving Fund
Projected
AMORTIZATION AND PAYMENT SCHEDULE-20 YEAR

BOND \$75,000,000
less Principal Forgivene (\$3,750,000)
Total Principal \$71,250,000

YEARS 20
RATE 2.55%

Substantial Completion 06/01/2020

| Year | Beginning Balance | Total Interim Financing | | Total Payment | Ending Balance | Sewer rate Effect |
|----------------|-------------------|-------------------------|------------|---------------|----------------|-------------------|
| | | Principal | Interest | | | |
| FY 21 | 71,250,000 | 3,562,500 | 1,818,300 | 5,380,800 | 71,250,000 | \$4.84 |
| FY 22 | 67,687,500 | 3,562,500 | 1,727,385 | 5,289,885 | 67,687,500 | \$4.76 |
| FY 23 | 64,125,000 | 3,562,500 | 1,636,470 | 5,198,970 | 64,125,000 | \$4.68 |
| FY 24 | 60,562,500 | 3,562,500 | 1,545,555 | 5,108,055 | 60,562,500 | \$4.60 |
| FY 25 | 57,000,000 | 3,562,500 | 1,454,640 | 5,017,140 | 57,000,000 | \$4.52 |
| FY 26 | 53,437,500 | 3,562,500 | 1,363,725 | 4,926,225 | 53,437,500 | \$4.43 |
| FY 27 | 49,875,000 | 3,562,500 | 1,272,810 | 4,835,310 | 49,875,000 | \$4.35 |
| FY 28 | 46,312,500 | 3,562,500 | 1,181,895 | 4,744,395 | 46,312,500 | \$4.27 |
| FY 29 | 42,750,000 | 3,562,500 | 1,090,980 | 4,653,480 | 42,750,000 | \$4.19 |
| FY 30 | 39,187,500 | 3,562,500 | 1,000,065 | 4,562,565 | 39,187,500 | \$4.11 |
| FY 31 | 35,625,000 | 3,562,500 | 909,150 | 4,471,650 | 35,625,000 | \$4.02 |
| FY 32 | 32,062,500 | 3,562,500 | 818,235 | 4,380,735 | 32,062,500 | \$3.94 |
| FY 33 | 28,500,000 | 3,562,500 | 727,320 | 4,289,820 | 28,500,000 | \$3.86 |
| FY 34 | 24,937,500 | 3,562,500 | 636,405 | 4,198,905 | 24,937,500 | \$3.78 |
| FY 35 | 21,375,000 | 3,562,500 | 545,490 | 4,107,990 | 21,375,000 | \$3.70 |
| FY 36 | 17,812,500 | 3,562,500 | 454,575 | 4,017,075 | 17,812,500 | \$3.62 |
| FY 37 | 14,250,000 | 3,562,500 | 363,660 | 3,926,160 | 14,250,000 | \$3.53 |
| FY 38 | 10,687,500 | 3,562,500 | 272,745 | 3,835,245 | 10,687,500 | \$3.45 |
| FY 39 | 7,125,000 | 3,562,500 | 181,830 | 3,744,330 | 7,125,000 | \$3.37 |
| FY 40 | 3,562,500 | 3,562,500 | 90,915 | 3,653,415 | 3,562,500 | \$3.29 |
| Totals 20 year | | 71,250,000 | 19,092,150 | 90,342,150 | | |

Total Interest 20,419,958
Total Interest and Principal 91,669,958

| Total Cost Without Bonding | |
|------------------------------|--------------------|
| Bonding | 10,000,000 |
| Principal & Interest | 13,229,062 |
| Bonding 06/2014 | 10,000,000 |
| SRF | 91,669,958 |
| Total Costs w/ Alt #4 | 85,000,000 |
| | 104,899,020 |

Effect of \$7 Million Additional Funding

COST OF BARGE PERMITTING
 AMORTIZATION AND PAYMENT SCHEDULE 20 YEAR

BOND YEARS RATE
 \$7,000,000
 20
 2.55%

Note: Approximately \$100,000 = \$0.09 on the Sewer rate
 FY 17 Sewer Rate: 12.24/13.47

| Year | Beginning Balance | Principal | Interest | Total Payment | Ending Balance | Sewer rate Effect |
|-----------------------|-------------------|------------------|------------------|------------------|----------------|-------------------|
| 1 | 7,000,000 | 350,000 | 178,500 | 528,500 | 7,000,000 | \$0.48 |
| 2 | 6,650,000 | 350,000 | 169,575 | 519,575 | 6,650,000 | \$0.47 |
| 3 | 6,300,000 | 350,000 | 160,650 | 510,650 | 5,950,000 | \$0.46 |
| 4 | 5,950,000 | 350,000 | 151,725 | 501,725 | 5,600,000 | \$0.45 |
| 5 | 5,600,000 | 350,000 | 142,800 | 492,800 | 5,250,000 | \$0.44 |
| 6 | 5,250,000 | 350,000 | 133,875 | 483,875 | 4,900,000 | \$0.44 |
| 7 | 4,900,000 | 350,000 | 124,950 | 474,950 | 4,550,000 | \$0.43 |
| 8 | 4,550,000 | 350,000 | 116,025 | 466,025 | 4,200,000 | \$0.42 |
| 9 | 4,200,000 | 350,000 | 107,100 | 457,100 | 3,850,000 | \$0.41 |
| 10 | 3,850,000 | 350,000 | 98,175 | 448,175 | 3,500,000 | \$0.40 |
| 11 | 3,500,000 | 350,000 | 89,250 | 439,250 | 3,150,000 | \$0.40 |
| 12 | 3,150,000 | 350,000 | 80,325 | 430,325 | 2,800,000 | \$0.39 |
| 13 | 2,800,000 | 350,000 | 71,400 | 421,400 | 2,450,000 | \$0.38 |
| 14 | 2,450,000 | 350,000 | 62,475 | 412,475 | 2,100,000 | \$0.37 |
| 15 | 2,100,000 | 350,000 | 53,550 | 403,550 | 1,750,000 | \$0.36 |
| 16 | 1,750,000 | 350,000 | 44,625 | 394,625 | 1,400,000 | \$0.36 |
| 17 | 1,400,000 | 350,000 | 35,700 | 385,700 | 1,050,000 | \$0.35 |
| 18 | 1,050,000 | 350,000 | 26,775 | 376,775 | 700,000 | \$0.34 |
| 19 | 700,000 | 350,000 | 17,850 | 367,850 | 350,000 | \$0.33 |
| 20 | 350,000 | 350,000 | 8,925 | 358,925 | - | \$0.32 |
| Totals 20 year | | 7,000,000 | 1,874,250 | 8,874,250 | | |



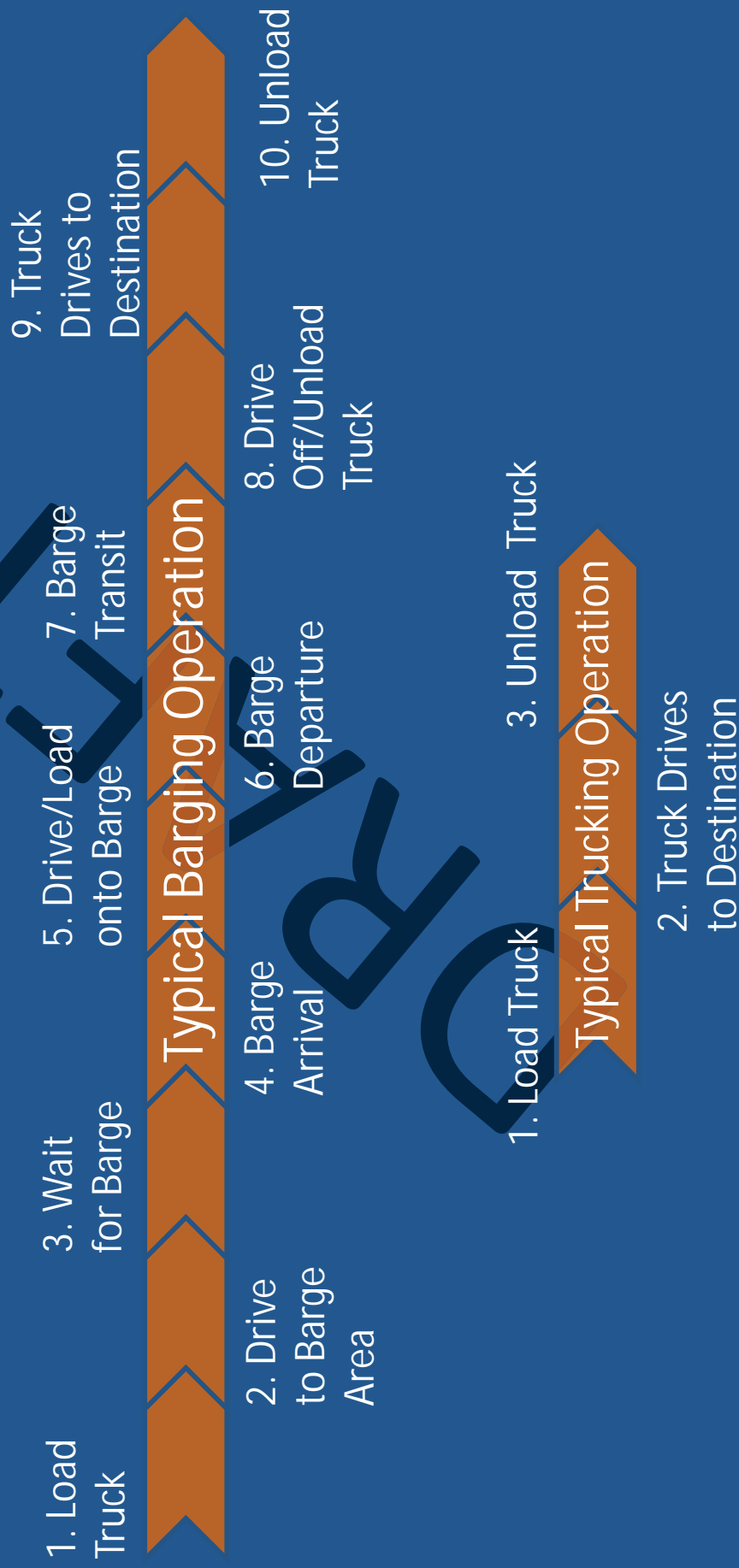
Sewer Bill Increase For \$7 Million Barging

| Customer Class Average User | Average Annual Sewer Use (Units) | Projected Portion of Sewer Bill from WWTP | Bill Increase to Fund \$7 Million Barging |
|--------------------------------|---|--|--|
| Single Family Residential | 60 | \$340 | \$29 |
| Multi Family Residential | 264 | \$1,490 | \$127 |
| Commercial | 516 | \$2,915 | \$248 |
| Industrial | 3,564 | \$20,140 | \$1,711 |

1 Unit = 748 Gallons

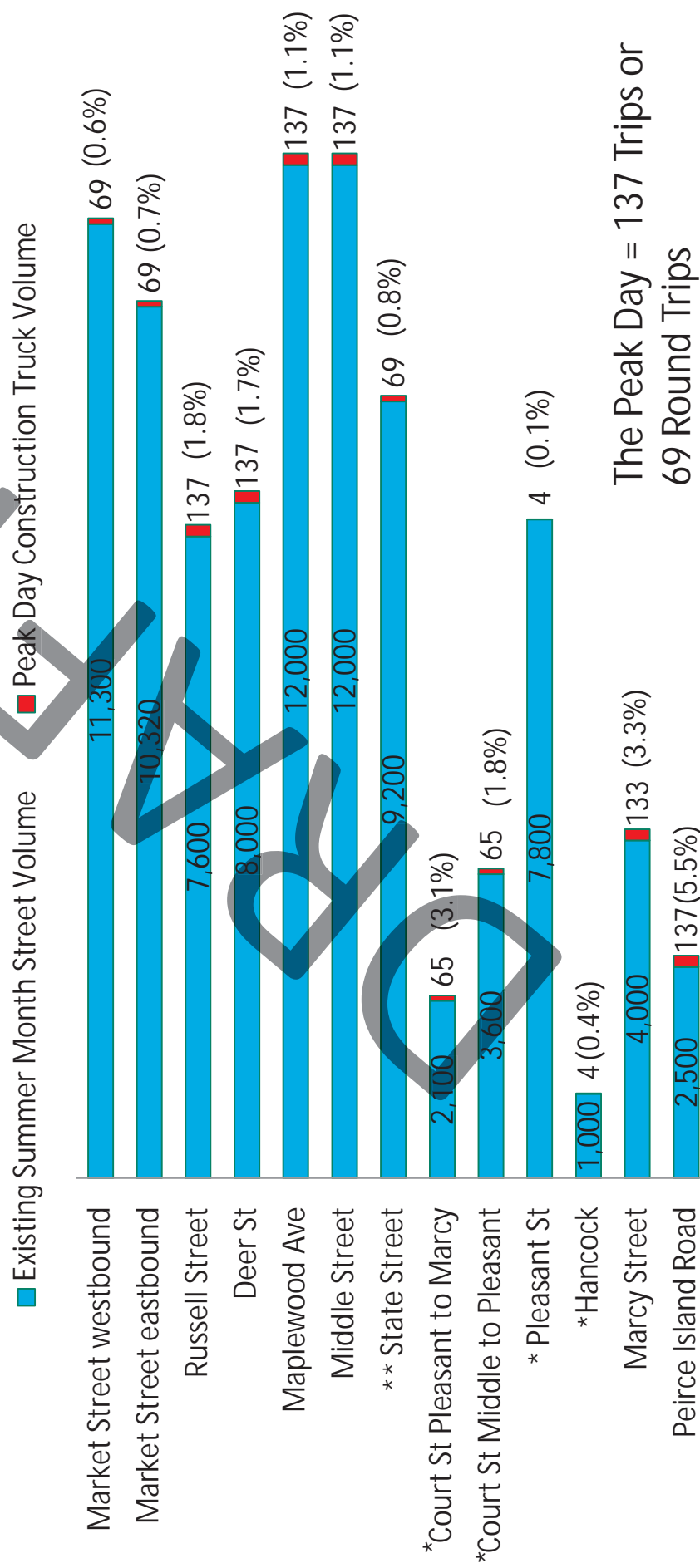


Tradeoffs



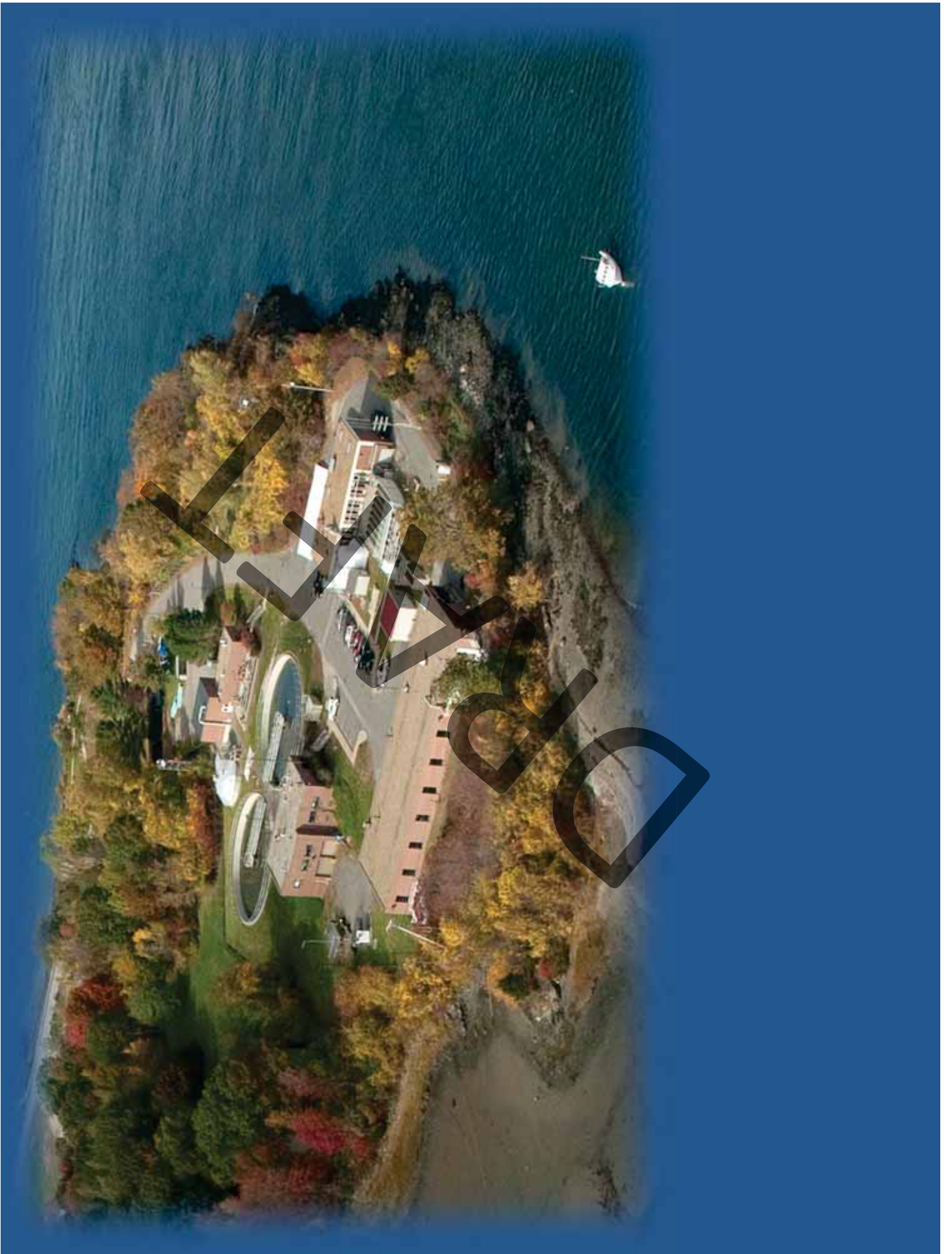
Estimated Traffic Volume (No Barging)

Summer Condition Traffic Volumes with Peak Day Construction Traffic (Trips per Day)



Notes: * Outbound Construction Traffic Only ** Inbound Construction Traffic Only





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

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

PM-00215750

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, VEHICLES, TRAFFIC and PARKING of the ordinances of the City of Portsmouth be amended as follows by deletions from existing language stricken and highlighted in **red**; additions to existing language bolded and highlighted in **red**, remaining language unchanged from existing:

[Explanatory note not part of ordinance. The following amendments to the parking ordinance were either implemented by the Parking and Traffic Safety Committee on a trial basis last year or are part of ongoing improvements to the parking ordinance and are forwarded to the City Council for approval. Each ordinance change is shown on diagrams attached hereto.]

A. Amend: Chapter 7, Article III – TRAFFIC ORDINANCE, Section 7.330: No Parking

Section 7.330: NO PARKING

A. Unless otherwise designated by ordinance, parking shall be prohibited at all times in the following described streets and locations:

30. Cutts Street: easterly side, between Maplewood Avenue and Leslie Drive.

75. McDonough Street: both sides, from the easterly curb line of Dover Street to a point 90 feet east of Dover Street.

122. Union Street: westerly side, from State Street to a point 45 feet north of State Street.

B. Amend: Chapter 7, Article IV – OFF-STREET PARKING AREAS

Section 7.402: AREAS ESTABLISHED, DESIGNATED, AND DESCRIBED

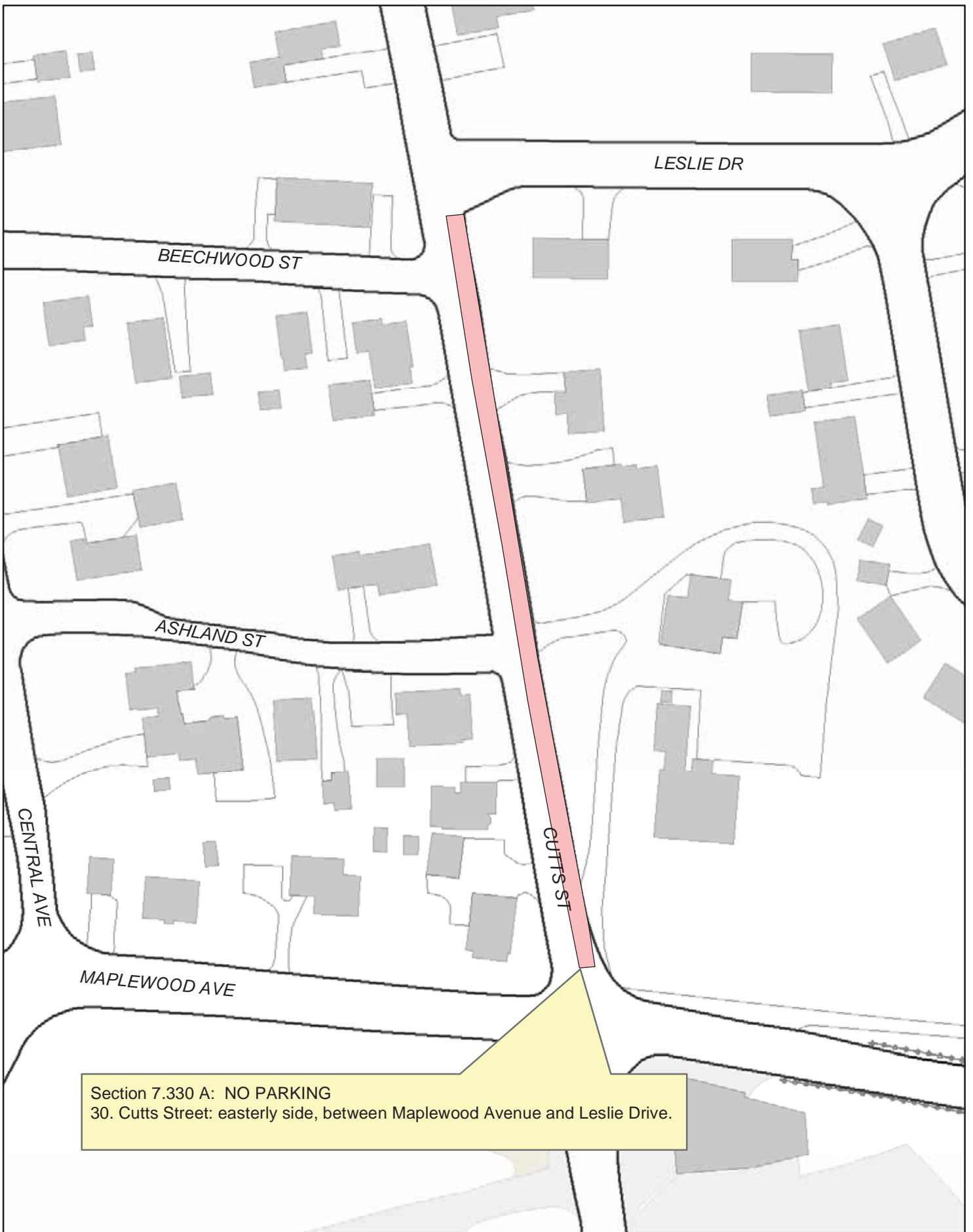
D. ~~Vaughn Street Off-Street Parking Area (Worth Lot)~~

The following area to be known as the ~~Vaughn Street Off-Street Parking Area~~ **Worth Lot** is hereby established for off-street parking of motor vehicles said area being more particularly bounded and described as follows:

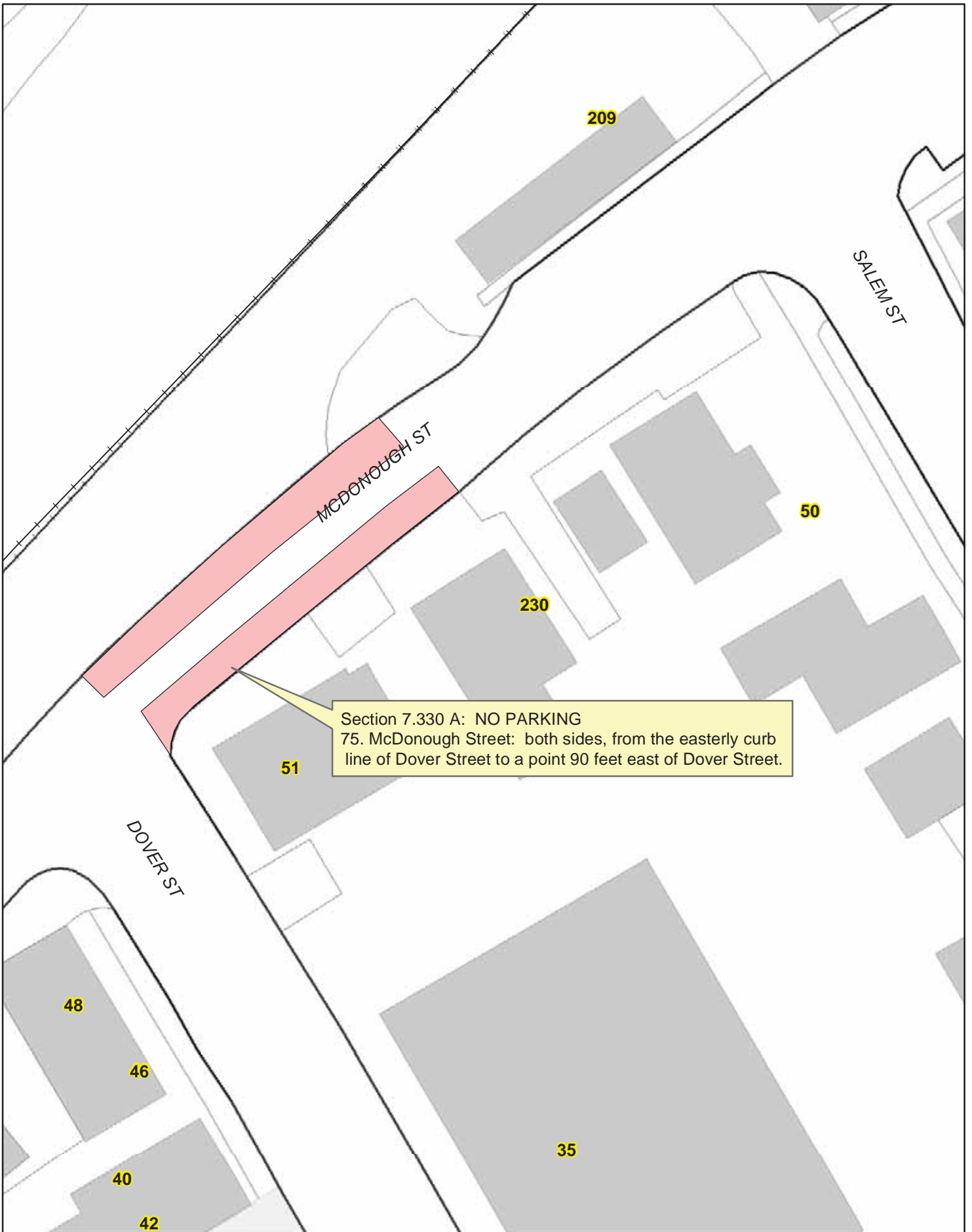
Beginning on the westerly sideline of Vaughan Street where said westerly sideline of said Vaughan Street intersects the northerly sideline of a certain right of way which extends from said Vaughan Street in a westerly direction to land now or former of the YMCA; thence running westerly by said right of way and the land of said YMCA a distance of 394.3 feet to a point; thence turning and running in a southerly direction 15 feet, more or less, to a point; thence turning and running by land now or formerly of Whitaker a distance of 75 feet, more or less, to the easterly sideline of Bridge Street; thence turning and running along said easterly sideline of said Bridge Street, a distance of 94.9 feet to the land now or formerly of Norman Munday; thence turning and running in an easterly direction along land of Munday, Knott, Roylos and Savramis a distance of 256 feet; thence turning and running in a northerly direction along land of Savramis a distance of 105.4 feet to the southerly sideline of Hanover Street; thence turning and running along said southerly sideline of said Hanover Street in an easterly direction a distance of 69.9 feet to land now or formerly of Rirado Realities, Inc.; thence turning and running in a southerly direction along land of said Rirado Realities, Inc. a distance of 118 feet to a point; thence turning and running in an easterly direction a distance of 141 feet to the westerly sideline of Vaughan Street; thence turning and running along said westerly sideline of said Vaughan Street in a southerly direction, a distance of 104.9 feet to the City of Portsmouth, NH Ordinances Page 40 Chapter 7 point of beginning. All of said area within the ~~Vaughan Street Off Street Parking~~ **Worth** Lot is hereby designated as parking meter zones.

All of said area in the ~~Vaughan Street Off Street Parking area~~ (Worth Lot) is designated as a parking meter zone. All off-street area within the ~~Vaughan Street Off Street parking area~~ **Worth Lot** is hereby designated as a ~~two~~ **three** hour parking zone except as follows:

1. To the extent that contractual obligations of the City of Portsmouth require otherwise.
 2. Two spaces in the northeastern corner of the lot shall be designated and marked "Fifteen Minute Parking Only".
 - ~~3. The first two spaces available in the southwestern corner of the lot shall be designated and marked "Fifteen Minute Parking Only".~~
-

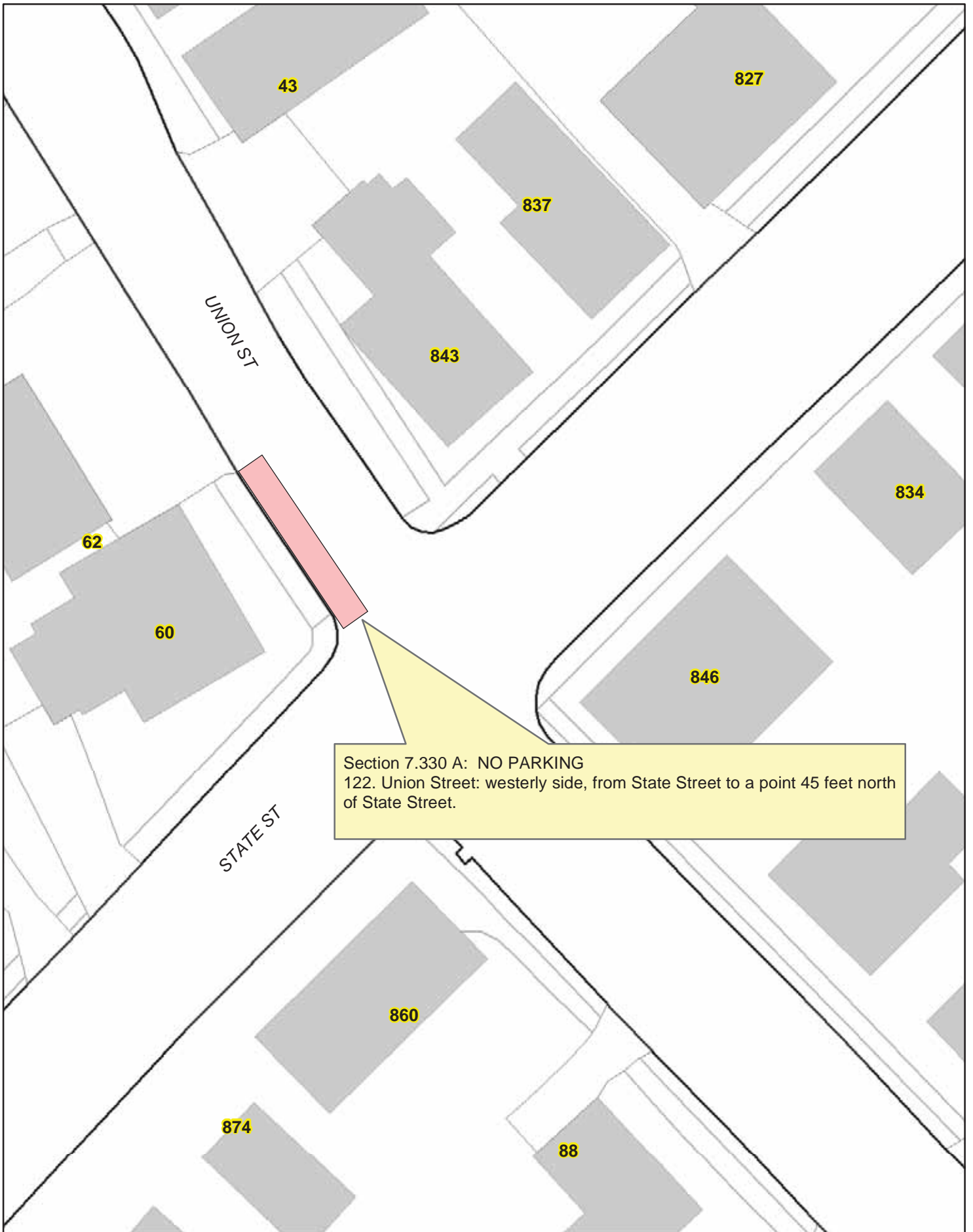


**Cutts Street No Parking
Portsmouth, New Hampshire**



**McDonough Street No Parking
Portsmouth, New Hampshire**

Map prepared by Portsmouth Department of Public Works, 9 June 2016
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2016



**Union Street No Parking
Portsmouth, New Hampshire**



American Foundation for Suicide Prevention

July 13th, 2016

City of Portsmouth
Mayor's Office
1 Junkins Avenue
Portsmouth, NH 03801

Dear Honorable Mayor Lister and City Council Members;

I recently learned that Pierce Island would not be available for use as the starting point of our September 17th walk. This walk request was originally made on December 18th 2015, and approved by the City. We were fortunate enough to find an alternative venue and plan to use the Little Harbor Middle School as the base of this fundraising walk.

The Portsmouth chapter of the AFSP Out of the Darkness Walk has hosted a fundraising and education walk since 2006 in Portsmouth. This event has grown to more than 600 walkers annually. In fact, in 2015 we had 670 walkers and raised \$70,000 to support local and state suicide prevention education as well as national research programs. We would like to continue the tradition and success of this program and are asking for permission to alter the walk route to accommodate the need to change our walk venue.

As a reminder, the date and time is as follows;

Date: September 17, 2016 (Saturday)

Registration Begins: 8:30am

Walk Duration: 10am – Noon

The walk would now begin at the Little Harbor Middle School, 50 Clough Dr, Portsmouth, NH 03801 (see attached walk route).

We would like to thank you for your consideration and understanding of the need to act quickly.

Respectfully,

Ken La Valley, Chair
OOTD Walk Committee
66 Hunter Lane
Barrington, NH 03825



American Foundation for Suicide Prevention

Proposed Walk Route (2.3 Miles)

- Start: Little Harbor Middle School, Clough Drive
- To: Right on South St.
- To: Left on Junkins Ave.
- To: Left on Pleasant St.
- To: Right on State St.
- To: Right on Marcy St.
- To: Right on New Castle Ave.
- To: Left on Brackett Rd.
- To: Left on Clough Drive
- End: Little Harbor Middle School





American Foundation for Suicide Prevention

December 18th, 2015

City of Portsmouth
Mayor's Office
1 Junkins Avenue
Portsmouth, NH 03801

Dear Honorable Mayor Lister and City Council Members;

The Portsmouth chapter of the AFSP Out of the Darkness Walk has hosted a fundraising and education walk since 2006 in Portsmouth. This event has grown to more than 600 walkers annually. In fact, in 2015 we had 670 walkers and raised \$70,000 to support local and state suicide prevention education as well as national research programs. We would like to continue the tradition and success of this program and are asking for permission to again host the Out of the Darkness Community Walk in the City of Portsmouth.

The proposed date and time is as follows;

Date: September 17, 2016 (Saturday)

Registration Begins: 8:30am

Walk Duration: 10am – Noon

The walk would begin and end on Pierce Island (see attached proposed walk route).

We would like to thank you for your consideration and look forward to your decision.

Respectfully,

Ken La Valley, Chair
OOTD Walk Committee
66 Hunter Lane
Barrington, NH 03825



American Foundation for Suicide Prevention

Proposed Walk Route (2.3 Miles)

Start: Pierce Island Outdoor Pool

To: Pierce Island Rd.

To: Left on Marcy St.

To: Left on Pleasant St.

To: Right on New Castle Ave.

To: Right on Junkins Ave.

To: Left on Pleasant St.

To: Right on State St.

To: Right on Marcy St.

To: Left on Pierce Island Rd.

End: Pierce Island Outdoor Pool



July 15, 2016

Honorable Mayor Robert J. Lister
City Council Members
City of Portsmouth, NH
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor Lister and Council Members –

This letter is a renewed request for approval of all required permits to allow us to sponsor and hold a road race event – ‘Danielle’s Dash’ - on Pease Tradeport, Sunday August 28, 2016. This race was originally planned and permitted for April 30 this past spring, but was postponed until late August. The race is a charity fundraiser in honor of our daughter, Danielle Benedict, who passed away suddenly this past April. The two beneficiaries are New Generations of NH and the American Heart Association of NH. Danielle worked at the Discovery Child Enrichment Center day care on Pease for fifteen years, and we were encouraged by the many parents and employees of the companies located on the Tradeport to hold this event there. The proposed start time is 9:00AM. There will be a 1K ‘fun run/walk’ as well as 5K & 10K timed races. The route is the standard Pease Tradeport designated route along Corporate & International Drives, a 5K route which is run twice for the 10K distance.

The Pease Development Authority has formally granted us permission to hold this event there on this date provided we contract with an even coordinator to manage the event. I can provide this letter if needed. We have hired TI Event Services of Manchester, NH for this purpose. We are in contact with Acting Deputy Chief Warchol for the Police detail for the day of the event, and we will secure permission from all property owners and acquire necessary insurance coverage for any properties utilized.

I can be contacted as below if any additional information is needed.


Thank you for your consideration.

Best regards,

Thomas P. D’Arcy

Thomas P. D’Arcy
138 Estes Rd.
Rochester, NH 03867
tomd@sdmaterials.com
603-978-7884

MEMORANDUM

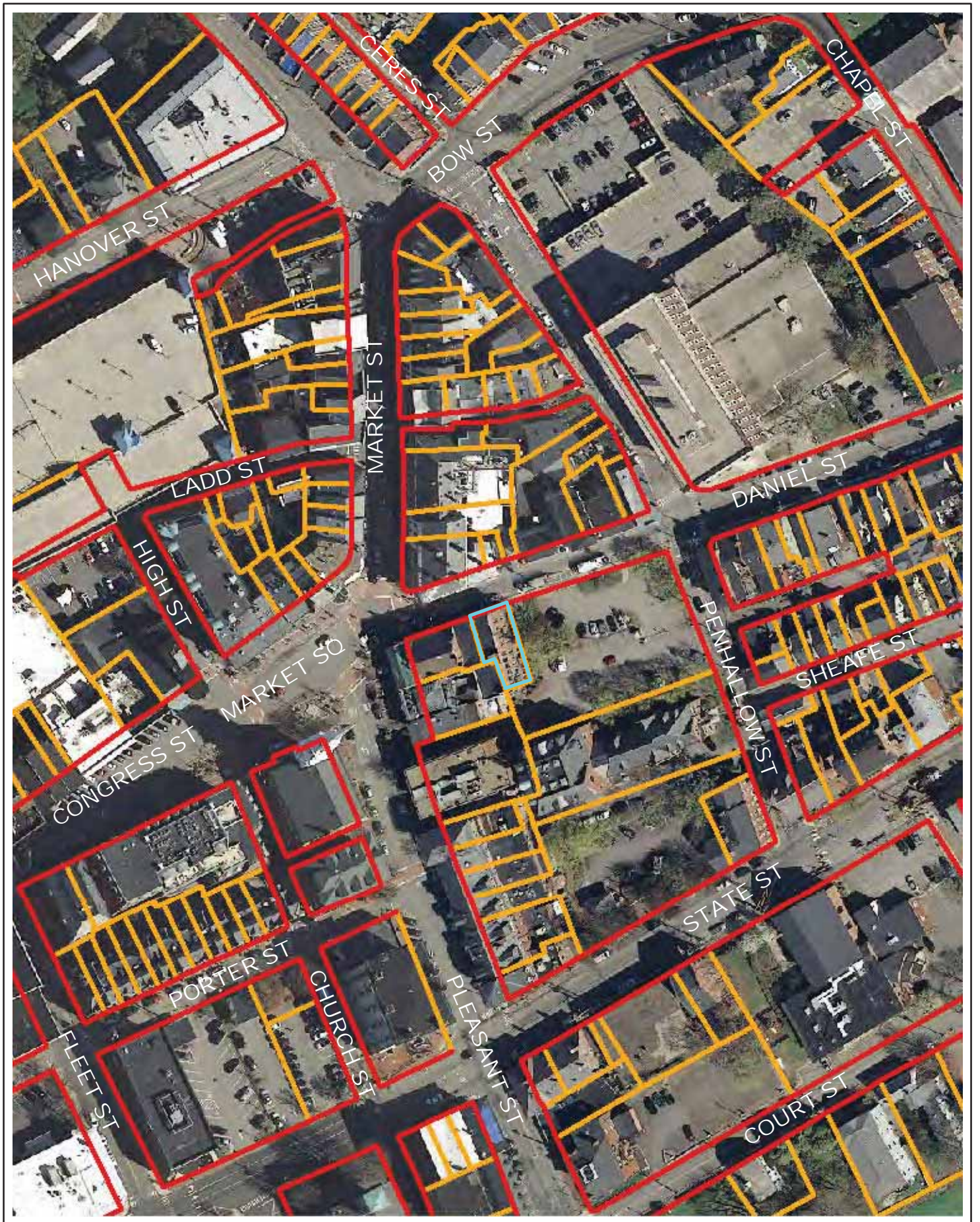
TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director 
DATE: July 25, 2016
RE: City Council Referral – Projecting Sign
Address: 21 Daniel Street
Business Name: Greenman Pedersen Inc. (GPI)
Business Owner: Christer Ericsson

Permission is being sought to install a projecting sign (*on an existing bracket*), as follows:

Sign dimensions: 32" x 32"
Sign area: 7.1 sq. ft.
Height from sidewalk to bottom of sign: 7'8"

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 projecting 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 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.



2

0 75 150 300 Feet

**Request for Projecting Sign License
21 Daniel St**

Map produced by Planning Department 7-25-16



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.

6/28/16

RETURN SIGNED TO: 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: *[Signature]* Date: 6/28/16

Member of:

 GREATER DOVER CHAMBER OF COMMERCE
 PORTSMOUTH GREATER YORK REGION CHAMBER OF COMMERCE

Shop Use Only
 Qty: SS DS

Materials: Vinyl Color: HP Int
 Background Color: Other:

©COPYRIGHT 2015, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.



M E M O R A N D U M

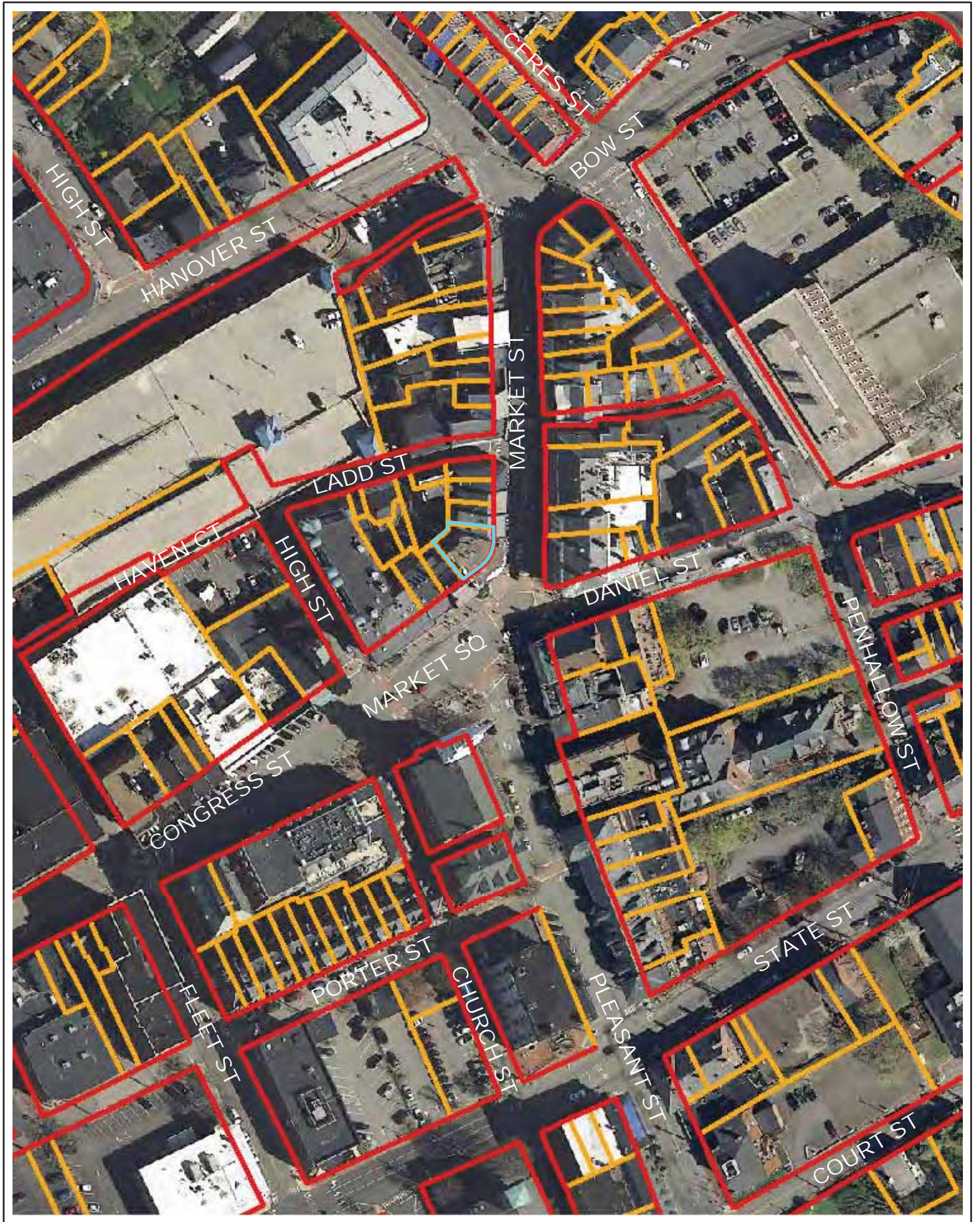
TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director 
DATE: July 25, 2016
RE: City Council Referral – Projecting Sign
Address: 10 Market Street
Business Name: Durbar Square Restaurant
Business Owner: Niranjan Pandey

Permission is being sought to install a projecting sign on an existing bracket, as follows:

Sign dimensions: 38" x 38"
Sign area: 10 sq. ft.
Height from sidewalk to bottom of sign: 13'

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 projecting 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 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.



2

0 75 150 300 Feet

Map produced by Planning Department 7-25-16

**Request for Projecting Sign License
10 Market St**

Sign Size: 38" x 38"
10 Sq Ft

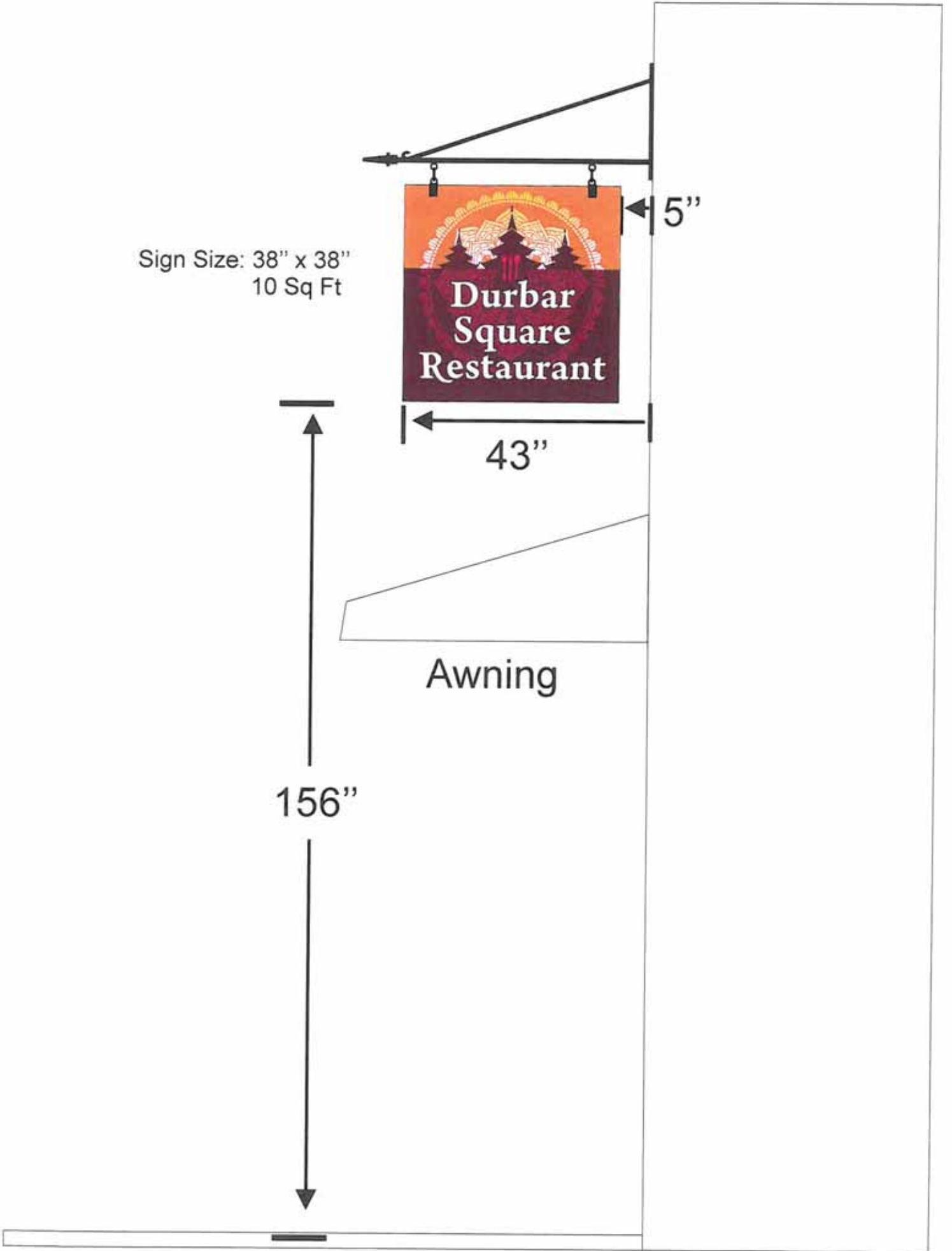


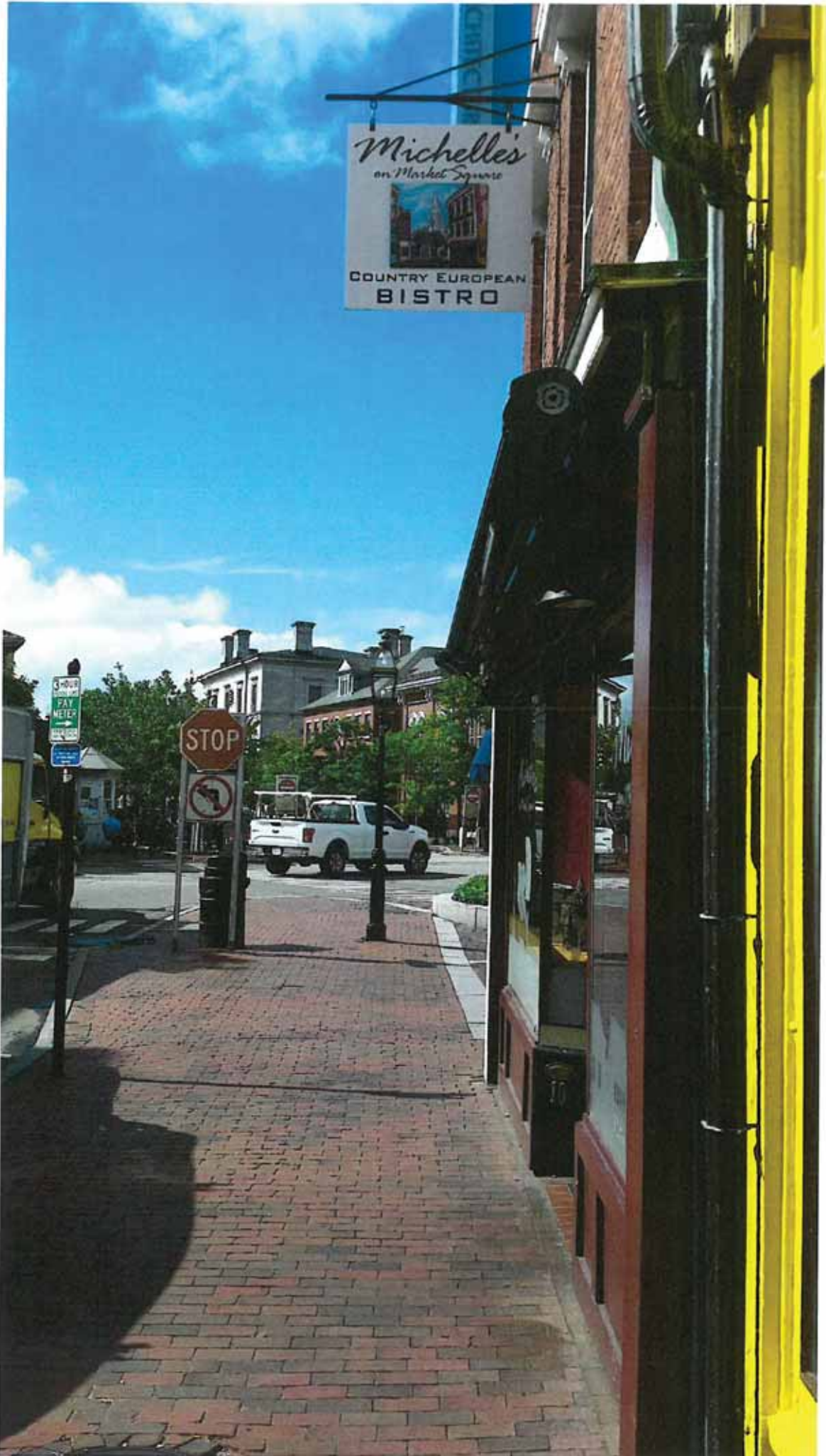
5"

43"

Awning

156"





received
7/18/16

RIVERSIDE & PICKERING
MARINE CONTRACTORS

July 5th, 2016

The Honorable Jack Blalock, Mayor of Portsmouth, NH
Portsmouth City Council
City of Portsmouth
1 Junkins Ave.
Portsmouth, NH 03801

RE: Request by Stephen and Karin Barndollar for the construction of a tidal docking structure within the Ridges Court ROW and ROW setback.

Mr. Mayor,

This letter is a request on behalf of Stephen and Karin Barndollar, owners of the parcel at 120 Ridges Court, for an authorization from the City to permit and construct a new docking structure which would be within both the Ridges Court Right of Way (ROW) and ROW setback. If the City will grant this request, we would respectfully ask that a letter stating as such be provided to NH Department of Environmental Services (DES). DES will require authorization from the City for the proposed docking structure prior to approving a wetlands application for this project due to the docks proposed location in relation to the Ridges Court ROW.

We have included with this letter a copy of the plans for the construction of the proposed dock. You will see on the plans that the dock is designed to start from a position along the seawall on the Barndollar's property and heads in a southerly direction out into Little Harbor. The gangway and float are positioned as such that only a portion of those structures would be located within the Ridges Court ROW. The remaining structure would be within the 20-foot setback of the ROW. We are proposing the dock in this location for three specific reasons:

- 1) Keep the docking structure away from the opening to the small cove located to the west of the parcel. There are two parcels with existing docking structures that require access through the narrow entrance to the cove. The position proposed would not create any impact to navigation for those shorefront owners in the adjacent cove. Also, the dock in this location, would have no impact to adjacent docks to the northeast.
- 2) The location proposed will require a shorter overall structure to cross from the upland to the mudflat where the floating dock and boat can safely land. Building the dock outside of the 20-foot setback will require a longer dock due to the natural contours of the emergent vegetation bed along their shoreline.
- 3) There is an area of intertidal wetland in front of the seawall west of the proposed dock location that was rehabilitated and replanted as part of a mitigation plan in a prior wetlands application by the Barndollars. The emergent vegetation species are slowly re-colonizing from the mitigation efforts. The proposed dock will be built to the east of this area which will minimize impact to the mitigation efforts.

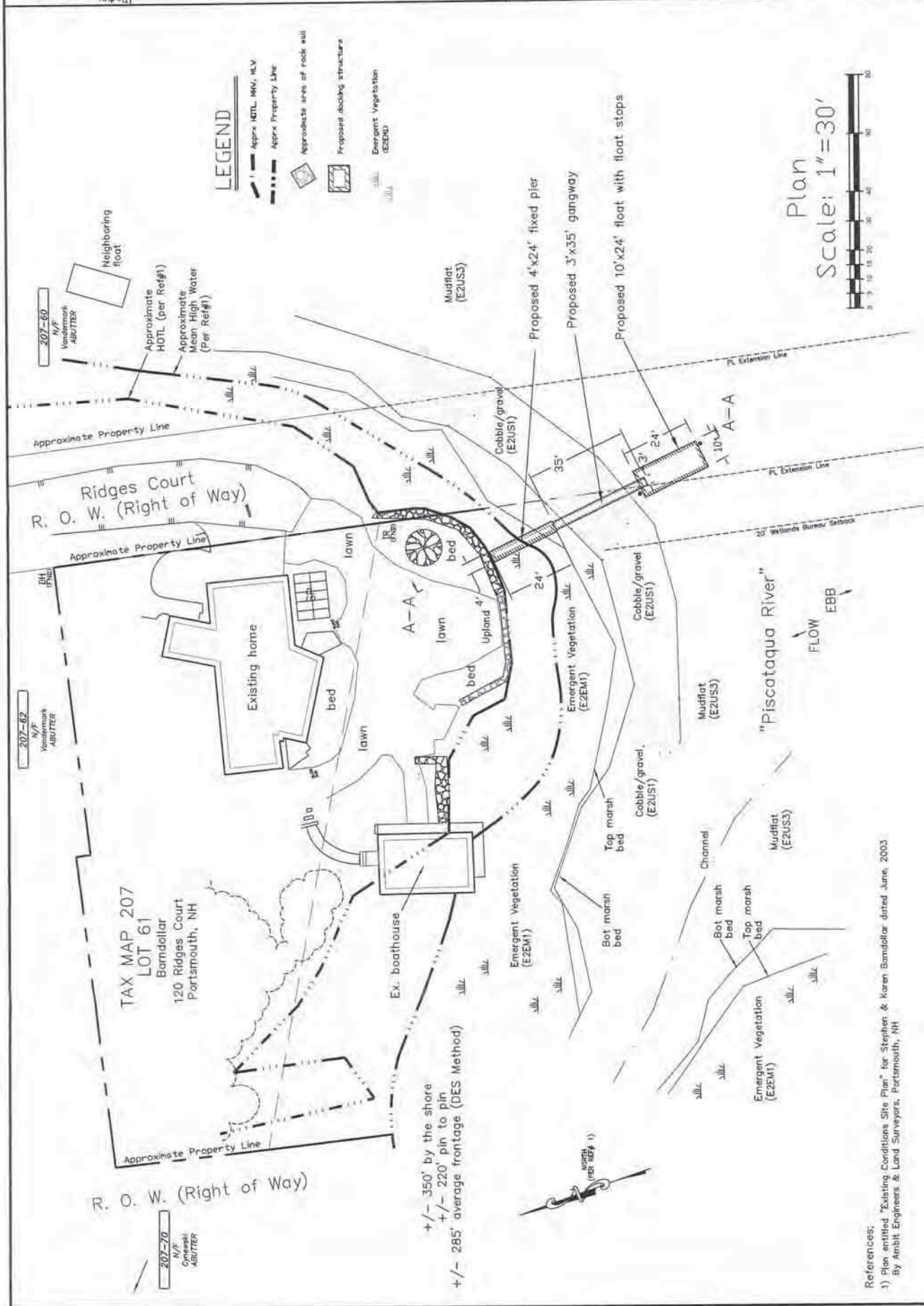
We greatly appreciate the City Council's consideration of this request and would be happy to supply any additional information that would be helpful for this review. Thank you for considering this request.

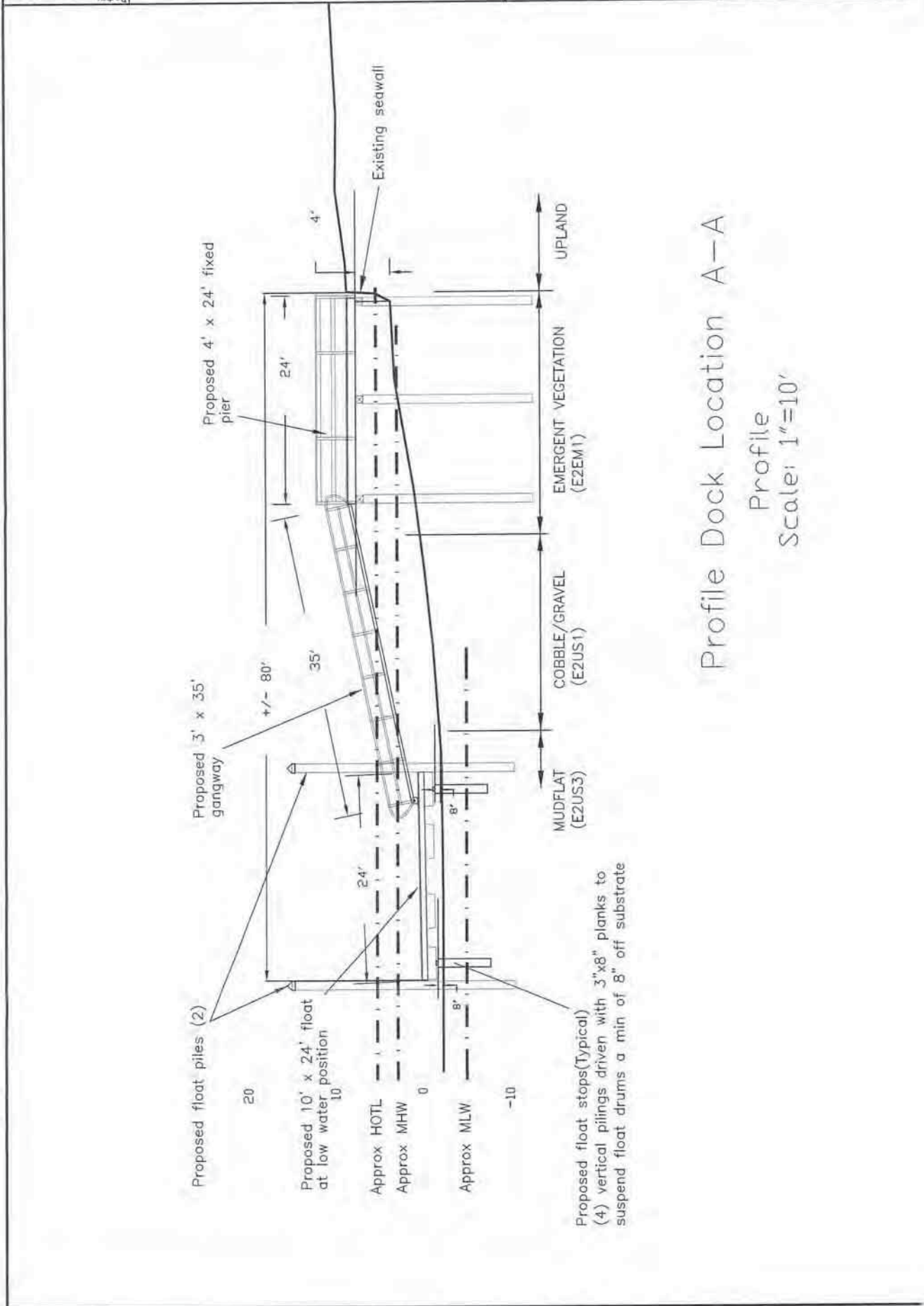
Sincerely,



Zachary Taylor
Director of Operations, Riverside & Pickering Marine

| | | | |
|---|--|---|--|
| REVISIONS Date: _____ Description: _____ Approve: _____ | | RIVERSIDE PIERING MARINE CONTRACTORS 195 West Road, Portsmouth, NH Office: (603) 427-2824 Fax: (603) 427-1322 | |
| Drawn By: APF Date: 6/28/16 Checked By: [Signature] | | City: Portsmouth Address: 120 Ridges Court Title: _____ Approved: _____ Date: _____ | |
| File #: 007-322-15 Sheet 1 of 2 | | Map & Lot # Map 207 Lot 61 Drawing Scale: 1"=30' Job Class: _____ | |






Profile Dock Location A-A
 Profile
 Scale: 1"=10'

**CITY OF PORTSMOUTH
PORTSMOUTH, NH 03801**

Office of the City Manager

Date: July 28, 2016
To: Honorable Mayor Jack Blalock and City Council Members
From: John P. Bohenko, City Manager 
Re: City Manager's Comments on August 1, 2016 City Council Agenda

6:00 p.m. – Non-public session in accordance with RSA 91-A:3, II (a) regarding a personnel matter.

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

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

Items Which Require Action Under Other Sections of the Agenda:

1. Public Hearing and Adoption of Resolution:

- 1.1 **Public Hearing and Adoption of a Bond Issue and/or Notes of the City Under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Seven Million (\$7,000,000) Dollars for Costs Related for the Construction of the Peirce Island Wastewater Treatment Facility.** As a result of the July 11th City Council meeting, under Section VII of the Agenda, I am bringing back for public hearing and a Resolution authorizing a bond issue or participation in the State Revolving Loan Fund to borrow up to Seven Million (\$7,000,000) Dollars for barging Option 1 for the Wastewater Treatment Facility Improvements at Peirce Island.

Director of Public Works Peter Rice and Jon Pearson of AECOM will present to the City Council a summary of barging costs, barging details and logistics, examples, permitting and traffic impacts for the Peirce Island Wastewater Treatment Facility Upgrade. For your information, [attached is a copy of the PowerPoint Presentation.](#)

The low bidder for the project is Methuen Construction at \$72.79 million. Adding barging to reduce construction traffic by approximately 50% will increase the construction contract by approximately \$4 million. The City will incur additional costs for permitting, engineering oversight, natural resource mitigation, and other unknown costs associated with barging. As a result, if the City Council decides to include barging, it will need to authorize borrowing an additional \$7.0 million.

City staff recommends that the City proceed with an award to Methuen Construction for \$72.79 million without a barging alternative. Construction vehicles will not significantly impact the level of service of the roadways and, therefore, the staff does not consider barging to be cost effective.

I recommend the City Council move to authorize the City Manager to proceed with the bid award to Methuen Construction for the Wastewater Treatment Facility upgrade on Peirce Island without any barging alternative;

And further, I do not recommend the adoption of a Bond Resolution, as presented. Action on this matter should take place under Section IX of the Agenda.

2. **Public Hearing/Second Reading of Proposed Ordinance Amendments.**

- 2.1 **Public Hearing/Second Reading Annual Omnibus Ordinance Change, Parking and Traffic.** As a result of the July 11th City Council meeting, under Section VII of the Agenda, I am bringing back for a public hearing and second reading the [annual omnibus set of ordinances](#) by the Parking and Traffic Safety Committee. This year's omnibus changes are detailed on the [attached sheets](#), and address changes to on-street parking spaces and update wording to reflect current conditions.

By way of background, On March 29, 2000, the City Council adopted Ordinance #4-2000 under Chapter 7, Article 1, Section 7.103 of the Vehicles, Traffic and Parking Ordinance. This ordinance was adopted in order to be more responsive to the changing parking needs of the downtown. Before its adoption, it often took three readings of the City Council to simply change a parking space from a two-hour time restriction to a 15-minute one. This process would often take four to six months to complete.

The current ordinance authorizes the Parking Traffic and Safety Committee to recommend temporary parking and traffic regulations to the City Council for its approval in the form of its monthly meeting minutes. Once the Council approves these minutes, the temporary regulations are in effect for a period not to exceed one year. During that year the Council and the public have the benefit of seeing how a temporary regulation works before adopting it as a permanent change to the parking ordinance. These temporary regulations are presented at one time to the Council for its consideration.

The [attached amendments](#) to Chapter 7, Vehicles, Traffic and Parking for the

Council's consideration summarize the temporary parking regulations implemented by the Parking and Traffic Safety Committee between June 12, 2015 and June 2, 2016, as well as updates to reflect current conditions.

I recommend the City Council move to pass second reading and schedule third and final reading on the proposed Ordinance at the August 15, 2016 City Council meeting, as presented. Action on this matter should take place under Section IX of the Agenda.

Consent Agenda:

1. **Request for Licenses to Install Projecting Signs.** Attached under Section X of the Agenda are requests for projecting sign licenses (see attached memorandums from Rick Taintor, Planning Director):
 - Niranjan Pandey, owner of Durbar Square Restaurant for property located at 10 Market Street
 - Christer Ericsson, owner of Greenman Pedesen Inc. (GPI) for property located at 21 Daniel Street

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 these License Agreements for these requests. Action on this item should take place under Section X of the Agenda.

City Manager's Items Which Require Action:

1. **Request for Approval of a Proposed Two-Year Agreement between the City of Portsmouth and the Professional Management Association.** The City has reached a Tentative Agreement with the Professional Management Association (PMA) for a two-year agreement from July 1, 2016 to expire on June 30, 2018.

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

- A letter from Tom Closson, City Negotiator outlining the major changes to the Professional Management Association Agreement.
- The PMA Contract showing the insertions and deletions to implement the Tentative Agreement if approved.
- Cost Analysis of the two (2) year agreement.

This Agreement will also cover non-union employees as well.

Also, this proposed Agreement is posted on the City's Website at:
<http://www.cityofportsmouth.com/hr/contracts/Municipal/RedlinedPMAAgreementfor2016through2018.pdf>

I would recommend the City Council move to accept the proposed contract with the Professional Management Association to expire on June 30, 2018.

2. **Request for Approval of a Proposed Two-Year Agreement for the Supervisory Management Association.** The City has reached a Tentative Agreement with the Supervisory Management Association (SMA) for a two-year agreement from July 1, 2016 to expire on June 30, 2018.

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

- A letter from Tom Closson, City Negotiator outlining the major changes to the Supervisory Management Association Agreement.
- The SMA Contract showing the insertions and deletions to implement the Tentative Agreement if approved.
- Cost Analysis of the two (2) year agreement.

This Agreement will also cover non-union employees as well.

Also, this proposed Agreement is posted on the City's Website at:
<http://www.cityofportsmouth.com/hr/contracts/Municipal/DraftSupervisoryManagementAlliance-exp%206-30-18.pdf>

I would recommend the City Council move to accept the proposed contract with the Supervisory Management Association to expire on June 30, 2018.

3. **Polling Hours for September 13, 2016 State Primary Election.** Attached is a memorandum from Kelli Barnaby, City Clerk, recommending the polling hours be set from 8:00 a.m. to 7:00 p.m. for the State Primary Election on September 13, 2016.

I recommend the City Council move to set the polling hours from 8:00 a.m. to 7:00 p.m. for the State Primary Election on September 13, 2016.

4. **Proposed Acquisition of Land Re: Foundation for Seacoast Health.** As you will recall, in non-meeting with counsel on June 1, 2016, I brought forward the potential acquisition of land owned by the Foundation for Seacoast Health ([see attached map](#)). At this time, I am seeking the City Council's authority for the following:

- 1) Execute a Purchase and Sale Agreement;
- 2) Establish a public hearing for August 15, 2016 to fund the purchase of land through a bond premium; and,
- 3) Refer this matter to the Planning Board for a report back.

At this time the purchase price to be included in the Agreement is \$1,850,000 for the approximately 50 acres of land. I propose 100% of the cost of this land purchase be covered by bond premium from the most recent debt issue. By using the bond premium, there will be no impact on the City's tax rate. The acquisition of the property is the first step in realizing the City's long held goals of expanding the Recycling Center (site 3); creating a multi-field complex for outdoor recreation (sites 1 and 2); and ensuring protection of valuable wetland and open space (site 4). [See attached map.](#)

The Purchase and Sale Agreement (Agreement) will establish a purchase price and other terms. The Foundation was obligated by the Attorney General's Office Division of Charitable Trust to receive two appraisals on this property to insure a fair market value. The purchase price of \$1,850,000 is approximately the average of the two appraisals. For example, included in the terms will be all environmental and geotechnical assessments and other due diligence work customarily performed for a large land purchase. In addition, the parcel needs to be subdivided either by the City or Foundation, which will be addressed in the Agreement.

The next step in this process will be the negotiation of the Agreement and it will then be put before the City Council for a vote. A separate two-thirds vote of the City Council following a public hearing will be needed in order to utilize bond premium for this purchase. Upon acceptance of the Agreement work will begin on the subdivision of land as well as other due diligence items.

I recommend the City Council take the following actions:

- 1) *To Authorize the City Manager to negotiate a Purchase & Sale Agreement for the four sites described above and take any and all action necessary to execute this Agreement;*
- 2) *To establish a public hearing for August 15, 2016 to utilize \$1,850,000 from bond premium; and,*
- 3) *To refer this matter to the Planning Board.*

5. **Four Party Waterline Extension Agreement.** [Attached is a draft Four Party Waterline Extension Agreement](#) between Chinburg Development, Breakfast Hill Trust I, II and III, the Elmer M. Sewall Revocable Trust of 1996 (collectively the "Sewalls"), the Coakley Landfill Group and the City of Portsmouth.

This Agreement is intended to facilitate the development of a ten (10) lot subdivision currently owned by the Sewall entities which will be purchased prior to development by Chinburg Development. The subdivision is located to the west of the Coakley Landfill site in the Town of Greenland.

One motivating factor in the negotiation and execution of the Agreement is concern on the part of the Environmental Protection Agency (EPA) that drawing groundwater from private wells at the ten (10) lot subdivision might affect the remediation of the nearby Coakley Landfill site. Therefore, in order to allow Chinburg Development to purchase and

develop the Sewall property without concern related to the Coakley Landfill the Agreement has been negotiated to accomplish the following goals:

1. Chinburg Development will build the infrastructure to allow a public water supply to serve the subdivision.
2. The City will provide water which it will acquire from the adjacent Rye Water District to that infrastructure pursuant to a separate agreement which was negotiated and approved by the City Council on April 6, 2015 for that purpose.
3. Once the infrastructure has been constructed, the City will accept it as an element of the Portsmouth municipal water system, utilizing longstanding statutory authority for the City to provide water in the Town of Greenland.
4. Certain deed restrictions to prevent the use of groundwater under the subdivision will be recorded by Chinburg Development and certain access to monitoring wells also required by EPA will be provided to the Coakley Landfill Group by Sewall.
5. Construction costs for all of the foregoing will be paid by Chinburg Development. One-half (½) of those costs as well as certain additional construction costs required by the City will be reimbursed to Chinburg Development by the Coakley Landfill Group (item 8).
6. Sewall and Chinburg will release the Coakley Landfill Group and the City of Portsmouth from any claims, demands, causes of actions or suits related in any way to the subdivision.

The terms of this Agreement have been approved by Chinburg Development, the Sewall entities and the Coakley Landfill Group. Upon its approval by the Portsmouth City Council and execution by the City Manager, its implementation will begin immediately.

I recommend the City Council move to approve the Four Party Waterline Extension Agreement, as presented, and further, authorize the City Manager to execute the Agreement.

Informational Items:

1. **Events Listing.** For your information, [attached is a copy of the Events Listing](#) updated after the last City Council meeting on July 11, 2016. In addition, this can be found on the City's website.

2. **Report Back Re: Off-Leash Dogs.** In anticipation of closing the off-leash dog park on Peirce Island during the Wastewater Treatment Facility construction, we have been investigating alternative locations that dog owners can use during this time.

An area of land next to the Park & Ride on Greenland Road has been identified as a viable space to be developed into an off-leash dog park for residents. Given its easy access and available parking, there is suitable groundwork to explore the potential to develop the adjacent land into usable space. The land's proximity to the Hampton Rail Trail and the Great Bog area is also appealing, as this space may have further potential to serve as a walkable and bikeable connector between these public spaces.

[Attached is a map outlining the area.](#) Currently, we are preparing to do an in-depth assessment and site visit to determine if this plan is feasible. We will evaluate the following:

- Existing conditions of the land and predicted work for the Public Works staff.
- Establishing perimeters and installing fencing to prevent any disruptions to the Collins Well and nearby neighborhoods.
- Needed signage throughout the area.
- Easement restrictions surrounding existing power lines.
- Water availability for drinking fountain installations if necessary.

A report on these circumstances and plan of action will follow after this analysis is complete.

3. **News Release Re: National Night Out.** For your information, attached is a [news release regarding National Night Out](#) which will be celebrated on Tuesday, August 2, 2016 from 5:00 to 8:00 p.m.
4. **Report Back Re: Right-to-Know Law (RTK) Inquiry of Assistant Mayor Splaine.** As requested by Assistant Mayor Splaine, [attached is a memorandum from City Attorney Robert Sullivan](#) regarding the Right-to-Know Law.



Attorneys at Law

Representing Management Exclusively in Workplace Law and Related Litig

CM Action #1 Meeting 08-01-16

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Table listing office locations across various states including Albany, NY; Albuquerque, NM; Atlanta, GA; Austin, TX; Baltimore, MD; Birmingham, AL; Boston, MA; Chicago, IL; Cincinnati, OH; Cleveland, OH; Dallas, TX; Dayton, OH; Denver, CO; Detroit, MI; Grand Rapids, MI; Greenville, SC; Hartford, CT; Honolulu, HI; Houston, TX; Indianapolis, IN; Jacksonville, FL; Las Vegas, NV; Long Island, NY; Los Angeles, CA; Memphis, TN; Miami, FL; Milwaukee, WI; Minneapolis, MN; Morristown, NJ; New Orleans, LA; New York, NY; Norfolk, VA; Omaha, NE; Orange County, CA; Orlando, FL; Overland Park, KS; Philadelphia, PA; Phoenix, AZ; Pittsburgh, PA; Portland, OR; Portsmouth, NH; Providence, RI; Raleigh-Durham, NC; Rapid City, SD; Richmond, VA; Sacramento, CA; Saint Louis, MO; Salt Lake City, UT; San Diego, CA; San Francisco, CA; Seattle, WA; Stamford, CT; Tampa, FL; Washington DC Region; White Plains, NY.

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ATTORNEY-CLIENT PRIVILEGED COMMUNICATION
EXEMPT FROM DISCLOSURE UNDER NH RSA 91-A

TO: Mayor Blalock, City Manager Bohenko and Members of the Portsmouth City Council
FROM: Thomas M. Closson
DATE: July 6, 2016
RE: Tentative Agreement – Portsmouth Professional Management Association

On June 17, 2016, the City’s negotiating team reached a tentative agreement (“the TA”) with the Portsmouth Professional Management Association (“the Union”). I am pleased to recommend this TA to you.

The TA includes the following significant provisions:

- Duration – Through June 30, 2018.
- Only changes specifically identified as having retroactive effect will be given retroactive effect.
- Effective July 1, 2016 and July 1, 2017, the salary scales will continue to be increased by COLAs calculated based on the 10 year rolling average CPI-U.
- The parties’ current health insurance arrangement will remain in place until July 1, 2016. For health insurance coverage effective July 1, 2016, or as soon as possible for the City thereafter, the Union will move entirely to only the MTB20 (AB20)

10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost.

- Increase the Medical Insurance Buyout from \$250 per quarter to \$500 per quarter.
- Update current Grievance Language.
- Modify current incentive for employees who use limited sick day as follows:
 - o Use of zero (0) sick days in a calendar year = payment of three (3) days;
 - o Use of one (1) sick day in a calendar year = payment of two (2) days; and
 - o Use of two (2) sick days in a calendar year = payment of one (1) day.
- Adjust current Vacation accrual schedule to the following:
 - o Sixteen (16) days starting at nine (9) years;
 - o Seventeen (17) days starting at eleven (11) years;
 - o Eighteen (18) days starting at thirteen (13) years;
 - o Nineteen (19) days starting at fourteen (14) years; and
 - o Twenty (20) days starting at fifteen (15) years.

I believe that this TA is consistent with the City's bargaining goals and I support its ratification.

Professional Management Association 2016-2018

| | Current FY 17 Budget | Proposed FY 17 | FY 18 | Total for 2 years |
|---------------------------------|-------------------------|---------------------|---------------------|---------------------------------|
| COLA | | 2.00% | 2.00% | |
| Retirement | | 11.17% | 11.17% | |
| Current Agreement | | | | |
| Salaries | 2,216,106.80 | 2,260,428.94 | 2,305,637.51 | 4,566,066.45 |
| Longevity | 15,305.80 | 15,611.91 | 15,924.15 | 31,536.06 |
| Masters | 21,756.00 | 22,191.12 | 22,634.94 | 44,826.06 |
| Sub Total | 2,231,412.60 | 2,276,040.85 | 2,321,561.67 | 4,597,602.51 |
| Fica/Medicare Retirement | | | | |
| | 170,779.56 | 174,270.12 | 177,752.47 | 352,022.59 |
| | 249,248.79 | 254,233.76 | 259,318.44 | 513,552.20 |
| Sub Total | 420,028.35 | 428,503.89 | 437,070.91 | 865,574.79 |
| Health Insurance Stipend | | | | |
| | 1,000.00 | 2,000.00 | 2,000.00 | 4,000.00 |
| Sub Total | 1,000.00 | 2,000.00 | 2,000.00 | 4,000.00 |
| Budget with TA | 2,652,440.95 | 2,706,544.74 | 2,760,632.57 | 5,467,177.31 |
| Cost of TA | | 54,103.79 | 54,087.83 | 108,191.62 |
| | | 2.04% | 2.00% | |
| | | | | 4.08% Budget FY16 -FY 18 |
| | | | | 2.02% Avg % Change |

WORKING AGREEMENT

BETWEEN

CITY OF PORTSMOUTH, NEW HAMPSHIRE

**AND WHERE APPROPRIATE,
THE PORTSMOUTH POLICE COMMISSION**

AND THE

PORTSMOUTH PROFESSIONAL MANAGEMENT ASSOCIATION

TWO YEAR AGREEMENT

JULY 1, 20146 THROUGH JUNE 30, 20168

WORKING AGREEMENT

PREAMBLE

This Agreement entered into by the City of Portsmouth (hereinafter referred to as the City), Portsmouth Police Commission (hereinafter referred to as the Commission) and the Portsmouth Professional Management Association (hereinafter referred to as the Association), has as its purpose the promotion of harmonious relations between the City and the Commissions and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to provide for the salary structure, wages, fringe benefits and employment conditions of the employees covered by this Agreement. Within the collective bargaining agreement where the male or female gender is exclusively used, it shall be understood that it does not limit the benefits to just the gender that was mentioned.

As a result of the 1988 Amendment to the City Charter, the Working Agreement must include both the City and Commissions as parties. Where appropriate, reference to the City shall be considered to include the Commissions as well. Such inclusion shall be consistent with the City Charter and applicable City Ordinances.

SECTION 1. RECOGNITION AND MANAGEMENT RIGHTS

The City, and where appropriate, the Police Commission recognizes the Association as the exclusive representative of all permanent full-time and part time Department Heads and Management employees as listed in Section I in the following position classifications:

| | |
|-------------------------------------|--|
| Assessor | City Engineer |
| Principal Planner | Welfare Director |
| City Auditor | Community Development Director |
| Controller | Communications Supervisor |
| IT Manager | Building Inspector |
| Deputy Assessor I | Chief Building Inspector |
| Deputy Library Director | Office Manager |
| Assistant Library Director | Housing Specialist |
| Economic Development Director | Deputy Finance Director |
| Finance Director | Environmental Health Officer |
| Library Director | Assistant Building Inspector |
| Planner 1 | Associate Planner |
| Planning Director | Accountant I |
| Plumbing/Mechanical Inspector | Accountant II |
| Recreation Director | Welfare Case Technician |
| Special Projects Manager | Housing Code Inspector |
| Webmaster | Purchasing Coordinator |
| Deputy Public Works Director | Environmental Planner/Sustainability |
| Division Director (Parking & Trans) | Coordinator |
| Revenue Administrator | Appraiser II |
| Appraiser I | Traffic Engineer |
| Health Inspector | Parking Manager |
| Facilities Project Manager | Assistant Community Development Director |
| Deputy Tax Collector II | Zoning Enforcement Officer |
| Administrative Assistant | GIS Coordinator |
| Enterprise Accountant | Community Development Manager |
| Deputy Assessor II | Electrical Inspector |
| | Communications Manager |

Should any position previously mentioned in this section be modified or eliminated, Section 4 B of the City of Portsmouth Policy Memorandum No. 31 effective November 15, 1993 will be followed and the Association will be notified and the City will offer to negotiate concerning the effects of the exercise of its management prerogative. The City, and where appropriate the Police Commission, retains all the right and authority to manage and direct their respective employees, except as otherwise specified in this Agreement. The Association acknowledges the right of the City and the Police Commission to make any rules and regulations governing the conduct of its employees, provided they are not inconsistent with the provisions of this Agreement. In any case where this Agreement is silent on practices, terms or conditions of employment, the Merit System, as amended, shall prevail, unless its provisions are found contrary to the Law. Management will follow the language in the Merit System for disciplinary action excluding #8 (which is contrary to the Law).

SECTION 2. UNION SECURITY

- A. All eligible employees covered by this Agreement as listed in Section 1 above who become and remain members of the Association in good standing within 15 days after the signing of this Agreement during the term of this Agreement shall remain a member of the Association for the duration of this Agreement except upon termination of employment or paying agency service fee as stated in paragraph "C" below.
- B. The Association shall have the exclusive right to the deduction and transmittal of dues on behalf of each member. A member may consent in writing to the authorization of the deduction of Association dues from his/her wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the City and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Association dues by giving at least 60 days notice, in writing, to the City; at which time Paragraph "C" below shall take effect. A copy of the dues revocation shall be forwarded to the Association.
- C. The City shall require every member of the Bargaining Unit which chooses not to maintain membership in the Association to make a monthly payment of agency service fees computed on the basis of the Association's dues structure for the cost of collective bargaining and contract administration. The Association shall provide written verification of the percentage of dues used for contract negotiations and administration which shall be updated from time to time as necessary. Payment of such fee will be a condition of continued employment of the City of Portsmouth. The City hereby agrees, pursuant to paragraph "A" above, to deduct said sum from the wages of the Members of the Association who have either withdrawn or declined to join the Association, given that written authorization has been received as required.
- D. Agency dues will commence within ten days after becoming a permanent full-time City employee. The amount to be deducted or paid by the employee shall be certified to the City by the Treasurer of the Association. Aggregate deductions/payments of all Association members shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth (15th) day of the succeeding month after said deductions/payments are made. This authorization shall be irrevocable during the term of this Agreement.
- E. The Association agrees to indemnify and hold the City harmless against any and all claims, demands, suits or liability and for all legal costs arising from any actions taken or not taken by the City in compliance with this Section.
- F. New Association members shall, at the City's expense, be provided with a copy of this

Working Agreement and all appendices hereto.

SECTION 3. HOLIDAY/LEAVE BENEFITS

- A. The following days shall be recognized and observed as paid holidays:
- New Year's Day
 - Washington's Birthday
 - One-half day on Good Friday¹
 - Memorial Day
 - Independence Day Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Day
 - Preceding Monday if Christmas comes on Tuesday
 - Following Friday if Christmas comes on Thursday

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the Holiday. Whenever any of the Holidays listed above falls on Sunday, the following Monday shall be observed as the Holiday. Association members who are required to work on any of the above listed holidays shall receive a day off in lieu of the holiday. Permanent part time employees will not be eligible for holidays.

- B. All regular full-time employees who have been employed by the City, the Fire Department, or the Police Department as appropriate, for a period of at least twelve (12) months and who are otherwise eligible shall be entitled to a vacation based on their anniversary date of employment as follows:

| | |
|--------------------------------------|--|
| One to two years inclusive | 10 days (.833/month) |
| Three years inclusive | 11 days (0.917/month) |
| Four years inclusive | 12 days (1.000/month) |
| Five years inclusive | 13 days(1.083/month) |
| Six years inclusive | 14 days (1.167/month) |
| Seven years inclusive | 15 days (1.250/month) |
| Eight years inclusive | 15 days (1.250/month) |
| Nine years inclusive | 15 days (1. 253330 /month) |
| Ten years inclusive | 15 days (1. 23335 /month) |
| Eleven years inclusive | 16 days (1. 334173 /month) |
| Twelve years inclusive | 16 days (1. 334173 /month) |
| Thirteen years inclusive | 17 days (1. 4157 /month) |
| Fourteen years inclusive | 17 days (1. 458317 /month) |
| Fifteen years inclusive | 18 days (1. 5667 /month) |
| Sixteen years inclusive | 18 days (1.5/month) |
| Seventeen years inclusive | 19 days (1.583/month) |
| Eighteen years inclusive | 19 days (1.583/month) |
| Nineteen years inclusive | 20 days (1.667/month) |
| Twenty years inclusive | 20 days (1.667/month) |

¹ In the event the City eliminates 1/2 day on Good Friday from the AFSCME contract in exchange for 1/2 day on Christmas Eve and 1/2 day on New Year's Eve, PMA will adopt the same holiday schedule regarding these holidays.

Once a newly hired employee has completed his or her probationary period, he or she may take earned leave during the first year of service.

All permanent part time employees working 18.25 hours per week or more and who have been employed by the City for a period of at least twelve months and who are otherwise eligible shall be entitled to a vacation based upon their anniversary date of employment as follows:

| | 30 hrs <u>week</u> | 25 hrs <u>week</u> | 20 hrs <u>week</u> |
|--------------------|-----------------------|-----------------------|-----------------------|
| 1-5 yrs inclusive | 8 days | 6.5 days | 5 days |
| 6 years inclusive | 9 days | 7 days | 6 days |
| 7 years inclusive | 10 days | 8 days | 6 days |
| 8 years inclusive | 10 days | 9 days | 7 days |
| 9 years inclusive | 11 days | 9 days | 7 days |
| 10 years inclusive | 12 days | 10 days | 8 days |
| 11 years inclusive | 13 days | 11 days | 8 days |
| 12 years inclusive | 13 days | 11 days | 8 days |
| 13 years inclusive | 14 days | 11 days | 9 days |
| 14 years inclusive | 14 days | 11 days | 9 days |
| 15 years inclusive | 14 days | 12 days | 9.5 days |
| 16 years inclusive | 14 days | 12 days | 9.5 days |
| 17 years inclusive | 15 days | 13 days | 10 days |
| 18 years inclusive | 15 days | 13 days | 10 days |
| 19 years inclusive | 16 days | 13 days | 10.5 days |
| 20 years inclusive | 16 days | 13 days | 10.5 days |

18.25 hrs
week

| | |
|---------------------|----------|
| 1-5 years inclusive | 5 days |
| 6 years inclusive | 5.5 days |
| 7 years inclusive | 6 days |
| 8 years inclusive | 6.5 days |
| 9 years inclusive | 7 days |
| 10 years inclusive | 7.5 days |
| 11 years inclusive | 8 days |
| 12 years inclusive | 8 days |
| 13 years inclusive | 8.5 days |
| 14 years inclusive | 8.5 days |
| 15 years inclusive | 9 days |
| 16 years inclusive | 9 days |
| 17 years inclusive | 9.5 days |
| 18 years inclusive | 9.5 days |
| 19 years inclusive | 10 days |
| 20 years inclusive | 10 days |

Accumulated Days: The maximum accrued vacation for permanent part time employees shall be limited by the following formula.

| Hours per week | Accumulation of Days |
|----------------|----------------------|
| 30 | 28 |
| 25 | 23 |
| 20 | 18.5 |
| 18.5 | 17.5 |

- C.1 Association members who are required by the nature of their duties to attend meetings and/or work related activities at times other than their normal work day, shall receive, as compensation for this overtime, one-half (1/2) day added to their vacation time for each meeting attended during a calendar year to a maximum of ten (10) days per calendar year. Beginning July 1, 2014, an additional two (2) days per calendar year may be earned at a rate of one (1) day per five (5) additional meetings attended. Maximum accrued vacation time shall not exceed fifty (50) days. In the event an employee has accumulated more than fifty (50) days of unused vacation at the end of each year, said employee shall be paid no more than 10 days accumulated in excess of fifty (50). Payment will be made in the first payroll in February following the calendar year.
- C.2. Employees who are determined to be non-exempt for the purpose of the Fair Labor Standards Act will be paid overtime at the rate of time and one-half their regular rate for hours worked in excess of forty (40) hours per week.
- C.3. Paid leave time, including but not limited to vacation, compensatory time, personal time, and sick leave will not be considered time worked for purposes of calculating overtime. Holiday time and bereavement time only will be considered time worked for purposes of calculating overtime.
- C.4. Employees shall be entitled to use any accumulated vacation hours or sick leave benefits on an hourly basis.
- D. Each member shall be entitled to two (2) non-accumulative personal leave days per contract year to attend to matters that cannot be transacted at any other time. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal leave days, an employee must have completed his or her probation period prior to July 1. In other words, a new employee will not get any personal days until July 1 following the completion of his or her probationary period.
- E. A non-exempt employee called in by a supervisor at times other than his/her normal work hours shall be paid a minimum of three (3) hours at the time and one-half rate. Any employee who is recalled with an original call-out minimum time period shall not be entitled to additional compensation until the minimum time requirement has been attained.

E.1 SICK LEAVE **ELIGIBILITY**

Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year (or 1.25 days per month).

- a. Employees hired prior to March 30, 1990 shall be entitled to Accumulated

Sick Leave without limitation as to the number of days.

- b. Employees hired on or after March 30, 1990 shall have Sick Leave Accumulation limited to 150 days.
- c. Employees hired after July 1, 1996 shall accumulate sick leave as set forth in Item b above, but shall receive no payment of sick leave upon retirement, termination, or death. Any such employee who has accrued one hundred (100) or more sick days shall be paid ~~two-three~~ day's pay if they used no sick days in the calendar year, and one-two day's pay if they used one sick day in the calendar year and one day's pay if they used no more than 2 days in a calendar year. Payment will be made in the first payroll in February following the calendar year.
- d. For employees hired after July 1, 2014, starting in their 6th year of employment with the City, employees will receive 10 sick days per year (or 0.83 per month).

PAYOUT

- e. Upon retirement from employment or termination of the employee, an amount equal to eighty-five percent (85%) of accumulated sick leave shall be paid to the employee. Upon death of an employee, while in the employment of either the City, or the Police Department the City shall pay to the employee's estate an amount equal to one-hundred (100%) percent of the employee's accumulated sick leave.

BUY OUT OPTION

- f. The parties agree that in the event the City Council appropriates money to use to buy out a portion of employee's sick leave accounts, that each employee may accept buy out of any portion he or she voluntarily agrees to in writing based upon the terms offered. The parties recognize that if limited buy out funds are available, buy out offers will be made to employees based on seniority.

E.2 Sick leave for permanent part time employees who work 18.75 hours per week or more shall be based upon the following schedule:

100% = 37.25 hours = 13 days per year (1.083/month)
 80% = 30 hours = 10 days per year (0.883/month)
 67% = 25 hours = 9 days per year (0.750/month)
 53% = 20 hours = 7 days per year (0.583/month)
 50% = 18.75 hours 6.5 days per year (0.542/month)

It is understood that the same restrictions apply with respect to accumulation as apply to full time employees.

E.3 With due consideration to the budget, members of this bargaining unit shall give notice of their retirement to the City Manager and, when applicable, the Police Commission, by January 15 of the year prior to the Fiscal Year of the intended retirement date.

1. A retiring member, at his/her option, will receive payment for accrued sick leave and annual leave in two installments (or three annual installments if appropriate notice is given):
 - a. The first installment may be paid anytime after July 1st of the first fiscal year following the notification of retirement, and shall equal 50% of his/her accrued sick leave.
 - b. The second installment shall be paid after July 1st of the second fiscal year following the notification of retirement, and shall equal the balance of his/her accrued sick and annual leave.

[All payments will be calculated in accordance with formulas set forth in other sections of this contract and City Policy and Procedure.]
2. Notice of retirement may not be withdrawn, unless otherwise approved by the City Manager or, when applicable, the Police Commission.

E.4 Notwithstanding the foregoing, a member may retire without giving the notice set forth in E.3 in which event the payment of his/her accrued sick leave in accordance with the formulas set forth in this Contract will not occur until the start of the next fiscal year after the employee's notice of retirement unless otherwise agreed to by the City Manager (the the Police Commission if applicable) in an exceptional case. Payment shall be made in accordance with paragraph E.1 (e)

F. All permanent full-time employees shall be entitled to Emergency Leave up to three (3) days with pay for death or grave illness in the immediate family. If needed, an additional two (2) days may be granted by a Department Head at his/her discretion, for the immediate family. Immediate family shall be defined as follows: spouse, child (included adopted child), parent (including parent by adoption), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law. Grave illness is defined as illness or accident from which one is not likely to survive.

All permanent full-time employees shall be entitled to Emergency Leave up to two (2) days for the death of an aunt, uncle, or of a spouse's aunt or uncle.

SECTION 4A. SALARY ADJUSTMENT

- A. The Salary Schedule as approved by the City Council shall be revised to reflect the COLA Adjustments described in Section 4B: COLA Adjustments, below
- B. Employees shall be paid in accordance with the following schedule:

| | |
|---------------------------------------|---|
| First six (6) months | Step A |
| After 6 months satisfactory service | Step B |
| After 18 months satisfactory service | Step C |
| After 30 months satisfactory service | Step D |
| After 42 months satisfactory service | Step E |
| After 120 months satisfactory service | Step F* (effective July 1, 2011) |
| After 180 months satisfactory service | Step G** (effective upon CBA execution and not retroactive) |

*Step F will be 2.75% more than Step E. Employees must spend one (1) year at Step E to be eligible for Step F.

** Step G will be 2% more than Step F. Employees must spend one (1) year at Step F to be eligible for Step G.

- C. Whenever any full-time PMA member fills a temporary duty assignment in an "Acting" capacity pursuant to written direction from the City Manager or the Human Resources Director, the PMA member will receive step increases in the "Acting" position based upon standard payroll practices for giving step increases in the new grade as if the employee had been promoted. This language shall not be construed to require any specific level of pay once the "Acting" status is terminated and the employee is returned to his or her former position.

SECTION 4B. COLA ADJUSTMENTS

- A. Effective July 1, 201~~4~~6 and July 1, 201~~5~~7, 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 US 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 base as used by BLS. The applicable COLA averages for the past ten years are attached as Appendix B.

Thus, if the rolling ten (10) year average of the CPI-U for the Boston SMSA (November to 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%.

- B. Applicability After Contract Expires:

It is clearly understood that in the event that the Working Agreement expires without a successor Working Agreement being settled prior to July 1, 201~~6~~8 that no further COLA adjustments after July 1, 201~~5~~6 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 201~~6~~8.

Full-time employees with a Masters degree from an accredited institution of higher education shall receive One thousand four hundred and fifty dollars and eighty four cents (\$1,~~450.84~~509.60) for full-time employees and seven hundred and twenty five dollars and forty two cents (~~725.42~~754.80) for part-time employees, added to base salaries. This will increase by the 10-year rolling COLA average each July 1 of this contract.

SECTION 5. WORKMEN'S COMPENSATION

The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement as provided for under the State Statute.

SECTION 6. DENTAL PROGRAM

The City shall enroll all members in the Association in Cigna Dental Coverage. The City shall pay for the single, two-person or family plan as may be required. If the City intends to bid insurance coverage, the Association will be given appropriate advance notice. As soon as practical after City Council approval, the City shall enroll all member in the Association in Northeast Delta Dental.

SECTION 7. DISABILITY INCOME INSURANCE AND LIFE INSURANCE

The City shall obtain Disability Income Insurance for members of the Association equal to two-thirds (2/3) of the monthly salary not to exceed five thousand (\$5,000) dollars per month. Said insurance shall be effective after the 61st day of disability with benefits payable to age 65. The City shall provide a group life insurance policy for eligible members of the Association in the amount of the current annual salary of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy. Only regular full-time employees working 25 hours or more a week shall be eligible for Disability Income Insurance and Life Insurance.

SECTION 8. PARENTAL ADOPTION/LEAVE

- A. Upon application of the employee and approval by the City Manager, a maternity leave of absence shall be granted to permanent full-time employees who have been employed at least one (1) year before said application.
- B. Said leave to commence at the beginning of the disability period as determined by the employee's physician and not to exceed three (3) months after the birth of the child.
- C. It will be the responsibility of the employee to notify the City Manager one (1) month prior to the employee's returning to work.
- D. At the beginning of the disability period, said employee shall use 100% of sick and annual leave, unless the City Manager's approval has been obtained under Paragraph H.
- E. An employee shall not forfeit seniority during this parental/adoption leave of absence.
- F. Adoption: Any bargaining unit employee adopting an infant shall be granted a leave of absence not to exceed three (3) months without pay.
 - 1. Such leave shall commence upon her/his receiving de facto custody of said infant or up to two (2) months earlier if necessary to fulfill the requirements of adoption.
- G. Said employee may keep benefits in force while on said leave by paying group rate premiums to the City at 100%.
- H. Based on approval by the City Manager, an employee on maternity or adoption leave may take unpaid leave, with sick leave and vacation time remaining on the books.

SECTION 8.A FAMILY AND MEDICAL LEAVE ACT

Independent of any other section of this contract, employees shall be entitled to leave as required by the Family and Medical Leave Act.

The Association and the employer agree that the Interim Policy as implemented by the City Manager regarding the Family Medical Leave Act, Policy #30, 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 Association and subject to all appropriate approvals (unless required by law).

SECTION 9. GRIEVANCE PROCEDURES

- Step 1. A grievance shall mean a complaint by an employee or group of employees arising out of an interpretation of the provisions of this contract or conditions of employment implied but not necessarily stated in this contract. A grievance to be considered under this procedure must be initiated by the employee/employees within fifteen working days of its occurrence or when an employee shall have reasonably known of its occurrence.
- Step 2. Any employee who has a grievance shall discuss it first with an Association representative and attempt to determine if indeed a grievance does exist. This meeting may result in the Association discussing the grievance with the City Manager, or Police Chief as appropriate, (if it is a Police Department matter), in an attempt to resolve the matter informally.
- Step 3. If, as a result of the discussion the matter is not resolved to the satisfaction of the employee within seven working days, after said discussion he shall set forth his grievance in writing to the City Manager or the Police Chief, as appropriate, specifying:
- A. The nature of the grievance and date occurred;
 - B. The nature and extent of the injury, loss or inconvenience;
 - C. The results of previous discussions; and,
 - D. His/her dissatisfaction with decisions previously rendered.
- The City Manager, or Police Chief as appropriate, shall communicate, in writing, his decision to the employee within five (5) working days of the receipt of the written grievance.
- Step 4A. If a grievance which was properly before the Police Chief is not resolved to the employees satisfaction, the employee may request a hearing before the Police Commissioners as appropriate. Such hearing will be provided in Executive Session unless otherwise provided by law. The request for hearing must be made by the employee within five (5) working days of the receipt of the Fire Chiefs or Police Chiefs answer to the grievance. The Commissions shall communicate, in writing, its decision to the employee within five (5) working days of the hearing.
- Step 4B. If the grievance is not resolved to the employee's satisfaction after receipt of either the City Manager's or the Commission's written decision, the employee or the Association on his or her behalf may request arbitration. In order to be timely, the

request for arbitration must occur within ten (10) working days of the City Manager's or Commission's decision, as appropriate. The parties shall attempt to choose an arbitrator by mutual agreement. However, if they are unable to reach agreement, they shall use the services of the New Hampshire Public Employee Relations Board to select an arbitrator. Such arbitration shall be held in accordance with the provisions of the New Hampshire Revised Statutes, Annotated, Chapter 542. Each party shall bear the expense of its own representation at such arbitration proceeding and shall share the cost of the arbitrator as well.

- Step 5. The arbitrator shall have no authority or power to make any award changing, amending, adding to or subtracting from the provisions of this Agreement. The decision and award of this arbitrator shall be in writing and shall be final and binding upon the employee or employees involved and the parties to this agreement. In the event of arbitration; only one case shall be heard at a time before the same arbitrator unless the parties mutually agree otherwise.
- Step 6. Any agreements or settlements reached prior to arbitration regarding the grievance shall be final and binding upon the parties.
- Step 7. Time extensions of the above listed step requirements may be granted by mutually written agreement. The time limits as set forth above when referring to "working days" shall mean weekdays, Monday through Friday, excluding recognized holidays.

SECTION 10. COURSE REIMBURSEMENT

Each Association member shall be entitled to course reimbursement by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager, or as appropriate, the Police Chief is required. Reimbursement shall be contingent upon successful completion.

SECTION 11. LONGEVITY

Employees shall receive the following longevity bonuses payable in December to employees who are on the payroll at the time of payment. Longevity payments will be made annually at the level established below based upon full-time service with the City:

| | <u>July 1, 2016</u> |
|---|--------------------------|
| After the completion of 5 years of service | \$ <u>290.17301.89</u> |
| After the completion of 10 years of service | \$ <u>580.33603.78</u> |
| After the completion of 15 years of service | \$ <u>870.50905.67</u> |
| After the completion of 20 years of service | \$1, <u>160.67207.56</u> |
| After the completion of 25 years of service | \$1, <u>450.83509.45</u> |
| After the completion of 30 years of service | \$1, <u>741.00811.34</u> |
| After the completion of 35 years of service | \$2, <u>031.17113.23</u> |

These longevity bonuses will increase by the 10-year rolling COLA average each July 1 of this contract.

SECTION 12. MEDICAL COVERAGE

- A. ~~The Union will have the option of either moving entirely to the Cigna SchoolCare Consumer Driven Health Plan at a 95% (City)/5% (Employee) premium split, or retaining the current SchoolCare plans at an 85.5% (City)/14.5% (Employee) premium split effective July 1, 2014 and an 85% (City)/15% (Employee) premium split effective July 1, 2015. As soon as possible after City Council approval, the employees will change to AB20 \$10/\$20/\$45 at a 90% (City)/10% (Employee) premium split. Regardless of which health insurance option the Union selects,;~~ The City's total contribution to health insurance (including any premium, additional tax or assessment) will not exceed the current threshold levels for assessment of the "Cadillac Tax" under the Affordable Care Act (\$10,200/single \$27,500/2-person and family).
- B2. The City will establish as soon as possible an IRS 125 Premium Reduction Plan which employees may voluntarily participate in.
- B3. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement - such plan would only become effective if ratified by the Association, approved by the City Manager and approved by the City Council. Additionally, the parties agree that a flexible spending account may be implemented by management either as part of a cafeteria plan or independently without any additional approvals.
- B4. The Association agrees to participate in a City-wide committee to explore health insurance options.
- C. Permanent Part time employees who work at least thirty hours per week will be provided coverage as set forth above depending on their date of hire. Said employees will also be provided Cigna Dental Coverage.
- D. The parties agree that employees currently receiving stipends in lieu of health insurance coverage will receive ~~two hundred and fifty five hundred~~ two hundred and fifty five hundred dollars (\$~~250~~500.00) per quarter effective ~~January 1, 2004~~July 1, 2016. No additional employees shall receive such stipends when both spouses work for the City. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department.
- E. Regular full-time employees and part-time employees working at least thirty hours shall have their health and dental coverage commence the first of the month after they have completed sixty consecutive days of service. Prior to sixty days of service an employee may choose to be covered but the employee will pay full cost of coverage until the sixty days have passed. An employee who desires coverage prior to the sixty days service must exercise his or her option on the date of hire.

SECTION 13. HEALTH AND WELFARE AND DENTAL COVERAGE FOR EMPLOYEES WORKING REDUCED HOURS

Any full time employee who has worked as a full time employee more than two years and whose hours are reduced to less than full time in his/her current position will be entitled to health and dental coverage with the employer and the employee contributing to the cost as set forth below.

- A. The reduction in hours will be at the discretion of the City Manager, or the Police Commission as appropriate.
- B. The employee must work a minimum of 25 hours per week on a regular basis.
- C. Effective July 1, 2002, the employee will pay 30% of the cost of health insurance and dental insurance.
- D. It is understood that it is the City's Manager's or Police Commission's option, as appropriate, to cancel the reduced hours arrangement based on 30 days notice.

SECTION 14. CLOTHING ALLOWANCE

The Deputy Fire Chiefs and Fire Prevention Officer/Safety Officer shall be provided with four-hundred fifty (\$450) dollars clothing allowance per contract year to purchase both work and dress uniforms as prescribed by the Police Chief's approved list.

SECTION 15. DEFENSE OF LAW SUITS

The City shall indemnify and hold harmless any employees covered by this Agreement from any and all losses, including reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, suit, or judgment arising out of any act or omission of the employee if, at the time of the act or omission, the employee was acting within the scope of his employment or office.

SECTION 16. MILITARY LEAVE OF ABSENCE

To foster and encourage service in the United States Military Reserve and the National Guard, the City will pay any employee who is a member of the United States Military Reserve or the National Guard, the difference between his or her military pay and the employee's regular weekly straight time pay when on normal annual training sessions. Payment of the above stated differential shall not apply to regular monthly meetings, or when the employee enters full time active duty.

SECTION 17. SENIORITY

Definition: An employee's seniority shall commence with his/her hiring date provided the employee is not discharged and is in the City's continuous employ beyond the probationary period. All employees who are not permanent shall be deemed to have no seniority status and may be discharged. For purposes of interpretation, this seniority definition applies to the date of hire to a position within this Association. This interpretation does not affect longevity or other benefits which may have been so accrued from other bargaining units with the City.

- A. Forfeiture: Seniority is forfeited only by discharge for just cause or retirement or resignation. In no case will seniority be interrupted or forfeited by illness, layoff, military duty or approved leave of absence.
- B. Layoffs: When it is necessary to reduce the number of employees on the City payroll because of the lack of funds, the Police Commission or the City Manager as appropriate will decide which employees will be laid off. The following factors will be considered in determining layoff:

1. Employee efficiency will be a factor in determining the order in which the employees should be released.
 2. The advisability of demoting employees in higher classifications to lower classes for which they are qualified, and laying off those in lower classifications will also be considered.
 3. All other things being equal, consideration will be given to the employee's length of service with the City of Portsmouth in determining lay-offs.
- C. Re-employment List: Employees separated from the service of the City through no fault of their own shall be placed on a re-employment list.
- D. The City agrees to maintain employees on this re-employment list for twelve (12) months following the employee's date of lay off. This list will be kept for each job classification within each department.
- E. If a vacancy is to be filled, it will be posted within five (5) working days in appropriate City Municipal buildings to allow Association Members an opportunity to indicate their interest in filling such positions by submitting a written statement to that effect to the City Manager, or the Police Commission as appropriate.

SECTION 18. SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any Law, such invalidity shall not effect the validity of the remaining provisions.

SECTION 19. TIME OF AGREEMENT

This Agreement shall cover a two year period commencing on July 1, 2014 and ending on June 30, 2016 with no provision having retroactive effect unless specifically identified as such.

Should neither party to this Agreement initiate negotiations as required by State law, this Agreement will be considered to remain in force and to have been automatically extended.

SECTION 20. COPIES

All employees, including new employees, shall be provided with a copy of this Agreement, and all appendices at the City's expense. The Human Resources Director and the Police Chief shall comply with this provision no later than thirty (30) days after the signing of this contract.

SIGNATURES

Executed this ____ day of _____, 20146.

**PORTSMOUTH PROFESSIONAL
MANAGEMENT ASSOCIATION**

**CITY OF PORTSMOUTH
NEW HAMPSHIRE**

Alan Brady
President

Steve Butzel John P. Bohenko
City Manager

Management Association

City of Portsmouth

Negotiating Committee
Rus Wilson
~~Steve Butzel~~ Jamie McCarty
Resources Director
Nick Cracknell

Negotiating Committee
Thomas Closson, City Negotiator
Dianna Fogarty, Human
Peter Rice, Public Works Director

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Table listing office locations across various US cities including Albany, NY; Albuquerque, NM; Atlanta, GA; Austin, TX; Baltimore, MD; Birmingham, AL; Boston, MA; Chicago, IL; Cincinnati, OH; Cleveland, OH; Dallas, TX; Dayton, OH; Denver, CO; Detroit, MI; Grand Rapids, MI; Greenville, SC; Hartford, CT; Honolulu, HI; Houston, TX; Indianapolis, IN; Jacksonville, FL; Las Vegas, NV; Long Island, NY; Los Angeles, CA; Memphis, TN; Miami, FL; Milwaukee, WI; Minneapolis, MN; Morristown, NJ; New Orleans, LA; New York, NY; Norfolk, VA; Omaha, NE; Orange County, CA; Orlando, FL; Overland Park, KS; Philadelphia, PA; Phoenix, AZ; Pittsburgh, PA; Portland, OR; Portsmouth, NH; Providence, RI; Raleigh-Durham, NC; Rapid City, SD; Richmond, VA; Sacramento, CA; Saint Louis, MO; Salt Lake City, UT; San Diego, CA; San Francisco, CA; Seattle, WA; Stamford, CT; Tampa, FL; Washington DC Region; White Plains, NY.

CM Action #2
Meeting 08-01-16

THOMAS M. CLOSSON
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CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION
EXEMPT FROM DISCLOSURE UNDER NH RSA 91-A

TO: Mayor Blalock, City Manager Bohenko and Members of the Portsmouth City Council
FROM: Thomas M. Closson
DATE: July 6, 2016
RE: Tentative Agreement – Portsmouth Supervisory Management Alliance

On June 2, 2016, the City’s negotiating team reached a tentative agreement (“the TA”) with the Portsmouth Supervisory Management Alliance (“the Union”). I am pleased to recommend this TA to you.

The TA includes the following significant provisions:

- Duration – Through June 30, 2018.
- Only changes specifically identified as having retroactive effect will be given retroactive effect.
- Effective July 1, 2016 and July 1, 2017, the salary scales will continue to be increased by COLAs calculated based on the 10 year rolling average CPI-U.
- Increase Weekly On-Call Stipend from \$150/week to \$155/week.
- The parties’ current health insurance arrangement will remain in place until July 1, 2016. For health insurance coverage effective July 1, 2016, or as soon as possible for the City thereafter, the Union will move entirely to only the MTB20 (AB20)

10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost.

- Adopt the same Longevity Stipend schedule as used in the Professional Management Association CBA.
- Increase the Educational Reimbursement from \$1,500/year to \$2,000/year.
- Increase the incentive for employees who use only one (1) sick day in a calendar year from payment of one (1) day of sick pay to payment of two (2) days of sick pay.
- Modify the Shoe Stipend provision as follows: Effective July 1, 2016, all SMA employees will be entitled to reimbursement two (2) times per year, of up to one hundred and twenty five dollars (\$125) per reimbursement, for the purchase of appropriate, work-related footwear. Employees must submit a receipt to the City evidencing an appropriate purchase in order to receive this reimbursement. Each department shall have the right to establish specifications for footwear for jobs to ensure safety.
- The City agrees to review the classification of the Spinnaker Point Supervisor for possible reclassification.
- Increase Stand-By Monitoring Pay from \$2.50/hour to \$2.55/hour.

I believe that this TA is consistent with the City's bargaining goals and I support its ratification.

Supervisory Management Alliance 2016-2018

| | | |
|------------|--------|--------|
| COLA | 2.00% | 2.00% |
| Retirement | 11.17% | 11.17% |

| | Current FY 17 Budget | Proposed FY 17 | FY 18 | Total for 2 years |
|--|-------------------------|-------------------|-------|-------------------|
|--|-------------------------|-------------------|-------|-------------------|

| | | | | |
|--------------------------|-------------------|-------------------|-------------------|---------------------|
| Current Agreement | | | | |
| Salaries | 659,263.00 | 672,448.26 | 685,897.23 | 1,358,345.49 |
| Longevity | 7,206.18 | 8,362.35 | 8,529.60 | 16,891.95 |
| On Call | 10,350.00 | 10,695.00 | 10,695.00 | |
| Sub Total | 676,819.18 | 691,505.61 | 705,121.83 | 1,375,237.44 |

| | | | | |
|--------------------------|-------------------|-------------------|-------------------|-------------------|
| Fica/Medicare Retirement | 51,776.67 | 52,900.18 | 53,941.82 | 106,842.00 |
| | 75,600.70 | 77,241.18 | 78,762.11 | 156,003.28 |
| Sub Total | 127,377.37 | 130,141.36 | 132,703.93 | 262,845.28 |

| | | | | |
|-----------------------|-------------------|-------------------|-------------------|---------------------|
| Boot Allowance | 1,500.00 | 3,000.00 | 3,000.00 | 6,000.00 |
| Sub Total | 1,500.00 | 3,000.00 | 3,000.00 | 6,000.00 |
| Budget with TA | 805,696.56 | 824,646.97 | 840,825.75 | 1,644,082.72 |
| Cost of TA | | 18,950.41 | 16,178.78 | 35,129.20 |

2.35% 1.96% 4.36% Budget FY16 -FY 18
 2.16% Avg % Change

WORKING AGREEMENT

BETWEEN

CITY OF PORTSMOUTH, NEW HAMPSHIRE

AND

THE CITY OF PORTSMOUTH AND

THE PORTSMOUTH SUPERVISORY MANAGEMENT ALLIANCE

July 1, 20146 through June 30, 20168

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The City of Portsmouth, hereinafter referred to as the City and the Portsmouth Supervisory and Management Alliance, hereinafter referred to as the Alliance, in order to maintain the existing harmonious relationship between the City Manager who is Chief Executive as set forth in the City Charter as amended and their employees, join in this Agreement to promote the morale, equal rights, well-being and security of the Portsmouth Supervisory and Management Alliance, the City Manager, hereby agree as follows:

SECTION I RECOGNITION

- A. Alliance personnel covered by this Agreement are those who are employed by the City of Portsmouth in positions identified in paragraph C below.

- B. Whenever the Departments, the Manager, re-employ personnel, or employs new employees, such individuals, provided they are designated supervisory or management employees, shall become members of the Alliance within eight (8) days after completion of probation period or pay a service fee as set forth below.
 - 1. Employees in this bargaining unit shall be notified in writing by the Alliance that each member shall have the opportunity to withdraw from membership for a fifteen day period from July 1 to July 15. Each individual notice of withdrawal of membership shall be in writing postmarked during the notice period.

 - 2. Nothing in this provision, however, shall diminish the withdrawing member's financial obligation to make payment of a service fee to the Alliance in an amount set by the Alliance, not to exceed an amount equal to the cost of the Alliance's Collective Bargaining services and contract administration. The Alliance shall inform the city from time to time of the amount of such service fees.

 - 3. Any deduction made by the City pursuant to 1, and 2 shall be authorized by each employee in writing.

- C. The following position classifications would come under the provisions of the Alliance membership as set forth in this Agreement:
 - General Foreman
 - Water Foreman
 - Assistant Recreation Director
 - Equipment Maintenance Foreman
 - Chief Plant Operator
 - Highway Foreman
 - Building Maintenance Foreman
 - Sewer Foreman
 - Recreation Supervisor
 - Pool Supervisor
 - Assistant Chief Plant Operator
 - Parking Garage Supervisor
 - ~~Solid Waste Coordinator~~
 - Water Meter Billing Foreman
 - Construction Technician Supervisor
 - Senior Services Coordinator
 - Lead Mechanic

Parking Enforcement Supervisor
Construction Project Coordinator
Tree Supervisor/Arborist

- D. The City hereby recognize that the Alliance is the sole exclusive representative of the permanent, full-time employees of the City and who are members of the Alliance for the purpose of bargaining with respect to wages, hours of work and working conditions, and the Alliance unreservedly accepts and recognizes the necessity of the City to operate within their budgets as set by the City Charter as amended.
- E. The City agrees for itself and any of its authorized agents that it will not bargain with any individual Alliance member on matters pertaining to wages, hours of work, working conditions, transfers or promotions.
- F. The Alliance agrees for itself and its members that no member will bargain with the City or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, transfers or promotions.
- G. The City will pay the additional cost of a commercial driver's license to any employee obtaining such license and subsequent renewal.

SECTION II
EMPLOYMENT AND TERMINATION

- A. All Alliance personnel covered by this Agreement shall have a check-off of their Alliance dues upon the signed authorization of Alliance member.
- B. All appointments of members of the Alliance bargaining unit will be made for a working test period of six months subject to close review as to his/her competency to carry out his/her assignments. The City Manager may, upon request of the Department Head, extend this working test period to a maximum of an additional three (3) months if, in their opinion, it is necessary. This period supplements the formal examination, etc., and is the final determination of whether the person shall be given regular status. The City Manager may extend the probation for an additional six months, for just cause.
- C. The relative fitness of the applicants for appointments or promotion for a position within the classified service, will be determined by the consideration and rating of any or all of the following qualification factors: experience, general adaptability, special aptitudes, physical fitness, knowledge, skills, personality, character, education and examination. All factors being equal, seniority shall determine appointment.
- D. All new supervisory or management vacancies shall be posted on the bulletin boards in advance for a period of seven (7) working days prior to the filling of the position.
 - 1. Written evaluations, initiated by the City Manager, Department Head, or the individual Alliance member, may be used as the basis for conferences pertaining to promotions. All parties are to initial the evaluation following the conference to indicate the evaluation has been read, but does not mean all parties agree with the evaluation.

2. Each Alliance member shall be entitled to access to his/her personnel file.
 3. In the event that a Department Head or the City Manager or their representative removes materials from an Alliance member's personnel file, a dated notation shall be placed in the file by the person or persons removing the material.
 4. No information contained in the files of a bargaining unit member will be released to outside persons or agencies without prior approval of the member, except for verifying employment, duration or employment or salary. Each bargaining unit member, during normal working hours, shall have the right of reviewing or duplicating materials in his/her file.
 5. Although management agrees to protect the confidence of personal references and other similar material, it shall not maintain a separate personnel file that is not available for his/her inspection.
- E. When bidding on a new job (via promotion or transfer), the permanent full-time employee shall have a trial period of three (3) months in which he/she may request to be reinstated in his/her previous position.
- F. When it becomes necessary to reduce the number of employees working for the City, because of lack of work or funds, the City Manager will then decide which Alliance member will be laid off. Analysis will be in the following order as referred to in the Merit System:
1. Efficiency;
 2. Demoting Alliance personnel to lower classification for which they are qualified;
 3. All factors being equal, seniority will be the determining factor.
- G. Bargaining unit Members separated from the service through no fault of their own, will be placed on a re-employment list in inverse order of the layoffs. Alliance personnel who are re-hired shall retain their seniority.
- H. The City agrees that it will not discriminate against, intimidate, or coerce Alliance personnel in the exercise of their rights to bargain collectively through the Alliance because of his/her membership therein or his/her activities on behalf of the Alliance.
- I. A bargaining unit member's seniority shall commence with his/her hiring date, provided the member is not discharged and is in the Department's continuous employ beyond the probationary period.
- There shall be one seniority list.
- J. A bargaining unit member shall not forfeit seniority during absence caused by:
1. Illness resulting in total temporary disability due to his/her regular work with the Department, certified by an affidavit from the Worker's Compensation Carrier;

2. Illness related to his/her employment and not the result of his/her own misconduct resulting in total temporary disability, certified to by a physician's affidavit every three (3) months.
- K. If a bargaining unit member leaves the service of the City in good standing and is subsequently re-employed, he/she shall incur no loss of longevity benefits accrued prior to his/her leaving said service, and all longevity shall be restored to him/her upon re-employment.

SECTION III LEAVE OF ABSENCE

- A. Bargaining Unit Members shall be entitled to the following leaves of absence:
1. Leave may be granted to Alliance members for the purpose of attending conferences, committees or meetings of the like without loss of salary or benefits subject to approval of the City Manager. This leave may be granted to one member for three (3) days or three members for one (1) day each as requested by the Union.
 2. Two (2) days leave may be granted for personal business which cannot be transacted at any other time. Said personal leave shall be non-accumulative and based on the contract year usage (July 1st to June 30th). Wherever possible, twenty-four (24) hour notice shall be given and the leave must be approved by the Department Head prior to use. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal days, an employee must have completed his or her probationary period prior to July 1. In other words, a new employee will not get any personal days until July 1 following the completion of his or her probationary period.
 3.
 - A. All employees shall be entitled to bereavement leave up to three (3) days with pay for a death in the immediate family.
 - B. An additional two (2) days may be granted by the Department Head, at his/her discretion, for a death in the immediate family.
 - C. Immediate family shall be defined as follows: Spouse, child, adopted child, parent, parent by adoption, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law,
 - D. Employees shall be entitled to one (1) day of bereavement leave to attend the funeral of the following family members: aunt, uncle, grandparent-in-law, niece and nephew.
 - E. Extensions may be granted by application to the Department Head.
 4. Paid leave for juror or witness service will be granted for the period of time he/she is unable to return to work. A copy of all or any subpoena along with any monies

received from this service (other than personal expenses, such as travel) shall be transmitted to the City Comptroller.

B. Leave Without Pay

Written leaves of absence without pay may be granted by the City Manager as appropriate for a period of six months. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted.

C. Accidental Injuries

1. The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement.
2. In case of accidental personal injury to any employee covered by this Agreement arising out of and in the course of his/her employment, the City shall adjust the employee's pay so that he nets the same amount as if he had actually worked. This shall be accomplished by either paying the difference to the employee, or if the Worker's Compensation benefit is more than the net pay, the City shall deduct the amount of the difference from a withholding account. Any payments by the City shall be made until the employee is able to return to work, but in no event shall such payments by the City exceed fifty-two (52) weeks.
3. If, during the incapacitation of any employee due to injury arising out of the course of his employment, the employee shall be entitled to annual leave in accordance with this Section V. Paragraph A., then said employee shall be indemnified in pay or awarded annual leave at a later date equal to the annual leave lost because of the said injury at the discretion of the Department Head.

D. Military Leave of Absence

Any bargaining unit member who is ordered for active military service as a member of the Armed Forces of the United States of America, or who is engaged in activities in the Reserve Forces of the United States of America, or State National Guard, shall be granted leave of absence to perform such military duties with the City paying the difference in salary between the employee's base pay and his military pay for said duty and without loss of leave time. Such leave shall be considered military leave. However, the payment of the salary differential shall not exceed fourteen (14) days a year and shall not apply to regular monthly meetings.

Family and Medical Leave Act: Independent of any other section of this contract, employees shall be entitled to leave as required by the Family and Medical Leave Act.

The Association and the employer agree that Interim Policy as implemented by the City Manager regarding the Family Medical Leave Act, Policy #30, 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 Association and subject to all appropriate approvals (unless required by law).

E. Medical Appointments

The City shall allow each full-time permanent employee time off with pay for a doctor, dentist, hospital or other medical related appointments not lasting over two (2) hours per appointment. Employees may take time off in half hour increments but will not exceed a total of 6 hours per contract year.

**SECTION IV
PAY INCREASES, LONGEVITY, MEDICAL INSURANCE**

A. COLA ADJUSTMENT

Effective July 1, of each year from July 1, 20146 through June 30, 20167, 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 ten (10)-year rolling 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 ten (10)-year rolling average in the CPI-U for the Boston SMSA calendar year 2004 (Nov. 2003-Nov. 2004) 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 two year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 20168 that no further COLA adjustments after July 1, 20156 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, 20168

- B. Any bargaining unit member working more than forty (40) hours in a work week as set forth in Section VI A shall be paid at the rate of one and one-half (1 1/2) times his/her rate of pay.
- C. An employee called in after hours shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times his/her-rate of pay. Any member of the bargaining unit who is required to be on call for a week at a time will be paid a stipend of one hundred and fifty-five dollars (\$1505.00) for the week. The Water Chief Plant Operator called out during off-duty hours will earn one-half day comp time, subject to Supervisor's approval, with a maximum of ten (10) days of accrual and limited to one-half day accrual during any day.

- D. An employee promoted to a position which has a higher maximum hourly rate shall receive a pay raise for one step over his/her present rate upon promotion or to the minimum of the new position, whichever is greater, and such increase as is set forth in the Salary Plan, thereafter, based upon the date of promotion.
- E. All general increases shall be additional to the step increases to which the employees are entitled.
- F. Medical Insurance: The City will provide health insurance for all bargaining unit members for individual, two person, or family coverage as appropriate. The health insurance plan shall be SchoolCare Plan of the New Hampshire School Health Care Coalition as administered in accordance with its Articles of Agreement and By-laws or equal and comparable coverage. Newly hired employees into the SMA bargaining unit who are not already covered by health insurance provided by the City shall be entitled to said coverage on the first of the month following date of hire.

~~The Union will have the option of either moving entirely to the Cigna SchoolCare Consumer Driven Health Plan at a 95% (City)/5% (Employee) premium split, or retaining the current SchoolCare plans at an 85.5% (City)/14.5% (Employee) premium split effective July 1, 2014 and an 85% (City)/15% (Employee) premium split effective July 1, 2015. The parties' current health insurance arrangement will remain in place until July 1, 2016. For health insurance coverage effective July 1, 2016, or as soon as possible thereafter, the Union will move entirely to only the MTB 20 10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost. The City's total contribution to health insurance (including any premium, additional tax or assessment) will not exceed the current threshold levels for assessment of the "Cadillac Tax" under the Affordable Care Act (\$10,200/single \$27,500/2-person and family).~~

~~Regardless of which health insurance option the Union selects, the City's total contribution to health insurance (including any premium, additional tax or assessment) will not exceed the current threshold levels for assessment of the "Cadillac Tax" under the Affordable Care Act (\$10,200/single \$27,500/2-person and family).~~

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. In order to receive health insurance opt-out stipend, employee must present proof of enrollment in alternative employer-sponsored health insurance plan that does not subject the City to any fees, fines or assessments under the Affordable Care Act. 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.

~~In the event SMA members choose to change from SchoolCare back to the NHMA Trust, they will have the option to do so as long as they provide a 30 day notice. In the event they choose to convert their health insurance back to NHMA Trust, the co-pay will be as follows:~~

~~Blue Choice Co-Pay ————— Matthew Thornton Co-Pay~~

| | | | |
|-------------------------|------------------|-------------------------|------------------|
| July 1, 2013 | 20.0% | July 1, 2013 | 15.5% |
|-------------------------|------------------|-------------------------|------------------|

~~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 twenty dollars (\$20.00) for office visits, one hundred dollars (\$100.00) for emergency room visits, and \$10/\$20/\$30 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.

- H. Longevity: Employees shall receive the following longevity bonuses payable in December to employees who are on the payroll at the time of payment. Longevity payments will be made annually at the level established below based upon full-time service with the City:

| | <u>July 1, 2016</u> | |
|---|------------------------|-----------------|
| After the completion of 5 years of service | \$ 255.05 | <u>301.89</u> |
| After the completion of 10 years of service | \$ 510.10 | <u>603.78</u> |
| After the completion of 15 years of service | \$ 765.15 | <u>905.67</u> |
| After the completion of 20 years of service | \$ 1,020.20 | <u>1,207.56</u> |
| After the completion of 25 years of service | \$ 1,275.25 | <u>1,509.45</u> |
| After the completion of 30 years of service | \$ 1,530.30 | <u>1,811.34</u> |
| After the completion of 35 years of service | \$ 1,785.35 | <u>1,113.23</u> |

These longevity bonuses will increase by the 10-year rolling average each July 1 of this contract.

- I. The City shall undertake to defend and pay any judgment issued against an employee covered by this Agreement arising out of an act or omission of the employee for personal injury, including death or damage to property while the employee was engaged in the performance of his duties.
- J. The City shall enroll all members of the Alliance in the SchoolCare – Plan 2 1500 Max (DPO2C) for individual, two-person or family coverage or equal and comparable coverage.
- K. The City shall provide a group life insurance policy for all eligible members of the Association in the amount of the current annual pay of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy.
- L. 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 Association, approved by the city Manager and approved by the City Council.
- M. The City will provide long-term disability insurance to members of the bargaining unit with no cost to the employee.
- N. Employees will be entitled to a course reimbursement up to \$2,000 per fiscal year, by the City for courses taken that would provide for improved job performance. Prior approval

by the City Manager is required. Reimbursement shall be contingent upon successful completion of the course.

O. Employees shall be paid in accordance with the following schedule:

| | |
|--|---------------|
| <u>First 12 months</u> | <u>Step A</u> |
| <u>After 12 months satisfactory service</u> | <u>Step B</u> |
| <u>After 24 months satisfactory service</u> | <u>Step C</u> |
| <u>After 36 months satisfactory service</u> | <u>Step D</u> |
| <u>After 48 months satisfactory service</u> | <u>Step E</u> |
| <u>After 120 months satisfactory service</u> | <u>Step F</u> |
| <u>After 300 months satisfactory service</u> | <u>Step G</u> |

**SECTION V
ANNUAL LEAVE**

- A. Bargaining Unit Members shall be paid for actual time worked, all approved leaves and all approved holidays.
- B. Bargaining Unit Members shall receive paid annual leave as follows after completing one (1) full year's service:
- 1 through 60 months service ---- .833 day/mo.
 - 61 through 72 months service ---- .917 day/mo.
 - 73 through 84 months service ---- 1.000 day/mo.
 - 85 through 96 months service ---- 1.083 day/mo.
 - 97 through 108 months service ---- 1.167 day/mo.
 - 109 through 120 months service ---- 1.250 day/mo.
 - 121 through 132 months service ---- 1.333 day/mo.
 - 133 through 144 months service ---- 1.417 day/mo.
 - 145 through 156 months service ---- 1.500 day/mo.
 - 157 through 168 months service ---- 1.583 day/mo.
 - 169 through 180 months service ---- 1.667 day/mo.
- C. The accumulated leave allowed will be fifty (50) days per calendar year. Any unused annual leave at the end of the year may be applied to 50-day cap. In the event an employee has accumulated more than fifty (50) days of unused annual leave at the end of each year, said employee shall be paid no more than ten (10) days accumulated annual leave in excess of fifty (50). Payment will be made in February following the calendar year.

**SECTION VI
HOURS OF WORK AND OVERTIME**

- A. The work week for a Bargaining Unit Member shall be as follows:
1. Public Works: Forty (40) hours per week, Monday through Friday. The City may modify the Monday through Friday limitation in this provision for vacant and new positions or upon mutual agreement with an employee.
 2. Recreation: Any consecutive five days totaling forty hours. Compensatory time or overtime payment at the option of the Department Head based on 1 1/2 times

salary after forty (40) hours.

3. All holidays shall be considered part of his/her forty (40) hours and shall be compensated as set forth in Section IV, but paid leave including but not limited to sick leave, vacation, personal, doctor's appointments and comp time will not be considered time worked for overtime purposes. Effective July 1, 2014, bereavement shall be considered part of his/her forty (40) hours and shall be compensated as set forth in Section IV.

If the City approves a successor agreement with AFSCME Local #1386 that allows paid leave including but not limited to vacation, sick leave, personal, bereavement, doctor's appointments or comp time to be counted as time worked for overtime purposes, then the City shall reimburse any SMA bargaining unit member who lost OT under this agreement attributable to that overtime provision that was not replicated in the AFSCME successor agreement. For example, if the AFSCME successor agreement does not exclude vacation from time worked for OT purposes, then any SMA bargaining unit member who lost overtime under this agreement due to vacation shall be reimbursed for such overtime. Further, this agreement shall be reformed to reflect the AFSCME overtime provisions on the effective date of the AFSCME successor agreement.

- B. Non-Bargaining Unit Members may work overtime only on condition that members of the Alliance are not available.
- C. Any Bargaining Unit Member who shall perform duties of a higher rate for more than five (5) consecutive days shall be paid at the higher rate of pay while performing such duty, but at no time shall any alliance member be paid at a lower rate than that at which he/she is classified except for demotion because of physical incapacity or under Section II, F.
- D. COMP-TIME IN LIEU OF OVERTIME: The parties agree that in lieu of overtime, a department head (totally within his/her discretion) may grant comp-time if the employee agrees to accept it, subject to City Manager approval. Comp-time, if granted, must be granted in accordance with FLSA requirements.

SECTION VII SICK LEAVE

Eligibility: Sick leave without loss of pay shall be computed at the rate of fourteen (14) days per year (or 1.166 days per month).

- A. Employees hired prior to May 1, 1990 shall be entitled to Accumulated Sick Leave without limitation as to the number of days.
- B. Employees hired on or after May 1, 1990 shall have Sick Leave Accumulation limited to 150 days.
- C. Employees hired after July 1, 1996 shall accumulate sick leave as set forth in Item B above, but shall receive no payment of sick leave upon retirement, termination, or death. Employees in this category who have accrued at least one hundred (100) sick days at

beginning of a calendar year will be entitled to be paid three (3) sick days pay if no sick days are used in the calendar year and 1-2 days sick day pay if 1 sick day is used in the calendar year.

PAYOUT

- D. Upon retirement from employment or termination of the employee, an amount equal to eighty-five percent (85.0%) of the employee's accumulated sick leave shall be paid to the employee. Upon death of an employee, while in the employment of the City, the City shall pay to the employee's estate an amount equal to one-hundred (100%) percent of the employee's accumulated sick leave.

BUY OUT OPTION

- E. The parties agree that in the event the City Council appropriates money to use to buy out a portion of employee's sick leave, that each employee may accept buyout of any portion he or she voluntarily agrees to in writing based upon the terms offered. The parties recognize that if limited buyout funds are available, buyout offers will be made to employees based on seniority.

NOTICE PROVISIONS

- F. To be entitled to payment as set forth above, the employee must give the City notice by February prior to the fiscal year in which payment is to be made. If such notice is not given and the employee retires or voluntarily 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 120 days after his or her retirement or termination which ever is later. If the employee is involuntarily terminated by the City or leaves under one of the following exceptions notice will be waived and then the employee will be paid for his or her accumulated sick leave within seventy five days of termination.

1. Resignation at the request of the City Manager.
2. Disability retirement.
3. Retirement caused be serious illness or injury which otherwise does not qualify for disability retirement.
4. Retirement caused by a serious family illness where the employee is needed to attend the family member in need.
5. Other circumstances that arise precipitously which make it impossible for an employee to meet the notice requirements of this section, only if the City Manager approves in advance of the payment without the required notice.

[Employees who give sufficient notice will be able to receive payout in two separate years].

SECTION VIII

HOLIDAYS

Alliance members shall be paid at their regular rate for the following legal holidays:

New Year's Day
Martin Luther King, Jr. Day (which is the State's
Civil Rights Day)
Washington's Birthday
Veteran's Day
One-half day on Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Monday if Christmas comes on Tuesday
Friday if Christmas comes on Thursday

In the event the City eliminates 1/2 day on Good Friday from the AFSCME Local 1386 contract in exchange for 1/2 day on Christmas Eve and 1/2 day on New Year's Eve, the Alliance will adopt the same schedule regarding these holidays.

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday for Alliance members. If a holiday falls on a Sunday, the following Monday shall be considered a holiday.

SECTION IX EQUIPMENT

- A. The City shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of a Department and the Alliance may meet once in ninety (90) days at the request of either party to discuss such regulations. The Alliance agrees that its members who are employees of a Department will comply with the Department's Rules and Regulations relating to safety, economy, continuity and efficiency of the service to the Department and the public.
- B. Each Department agrees to furnish raincoats and boots for all employees for whom such issue is necessary. The employees agree to exercise due care in the use and storage of such items. All replacements of previous issue shall be made only when an article is turned in or exchanged for one issued.
- C. Each Department shall furnish rubber gloves for all work on existing sewer lines.
- D. The Alliance and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them.
- E. All SMA bargaining unit members will be provided uniforms which must be worn when the employee is working if the departmental policy requires it.

Each department will be responsible for developing its own uniform policy.

Effective July 1, 2014, all SMA employees will be entitled to reimbursement two (2) times per year, of up to one hundred and twenty five dollars (\$125.00) per reimbursement, for the purchase of appropriate, work-related footwear. Employees must submit a receipt to the City evidencing an appropriate purchase in order to receive this reimbursement. the stipend shall increase to one hundred and twenty five dollars (\$125.00). Each department shall have the right to establish specifications for footwear for jobs to ensure safety.

SECTION X GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an employee or group of members arising out of an interpretation of the provisions of this Agreement or conditions of employment implied but not necessarily stated in this agreement.

A grievance to be considered under this procedure must be initiated by the member within seven (7) working days of its occurrence.

- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. (This is specifically meant to apply to situations where a department head might try to sit on a grievance and not respond to it.)
- C. Any member who has a grievance shall put it in writing with his/her Department Head, in an attempt to resolve the matter at that level.
- D. If, as a result of the submission of the grievance, the matter is not resolved to the satisfaction of the member within seven (7) working days, he/she shall set forth the grievance in writing to the City Manager or the Commission, as appropriate, specifying:
1. The nature of the grievance and date occurred;
 2. The nature and extent of the loss or inconvenience;
 3. His/her dissatisfaction with decisions previously rendered.
 4. The results of previous discussion.

The City Manager shall communicate, their decision to the grievant in writing within seven (7) working days of receipt of the written grievance.

- E. If a grievance is not resolved to the Union's satisfaction, the Union will notify the City Manager within 15 working days after receipt of the decision of its intention to arbitrate or the decision rendered will be binding on both parties. Arbitrators shall be selected according to the procedures established by PELRB. The parties will share the cost of the arbitrator's fees on a 50/50 basis.
- F. It is further agreed that any arbitration rendered under this contract shall be subject to the review provisions of RSA-542.

- G. An arbitrator deciding a grievance under this contract shall have no authority to alter, amend, change, add to or delete, the terms of the contract of the parties.
- H. For the purposes of this section working days shall be Monday through Friday excluding Saturdays, Sunday and holidays.

**SECTION XI
AMENDMENT**

- A. The signing of this Agreement by the authorized representative of the Alliance, and the City shall constitute the effective date of this Agreement.
- B. This Agreement remains in effect until June 30, 2016~~8~~. Should neither party to this Agreement initiate negotiations as required by law, this Agreement shall automatically be renewed.
- C. To promote peace and harmony, meetings between the Alliance and the City Manager shall be conducted at approximately 3:30 p.m.

**SECTION XII
CONFLICT**

In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City in regard to wages, hours of work and working conditions, it is agreed that this Agreement shall govern the relationship between the parties.

**SECTION XIII
COPIES**

Copies of this Agreement shall be provided to all Alliance members along with any appendices at the City's expense.

**SECTION XIV
CLASSIFICATION STUDY**

The City agrees to review the classification of the ~~Assistant Recreation Director Spinnaker Point Supervisor~~ position as soon as the contract receives City Council approval during 2014-15, with any adjustment effective ~~July 1, 2014~~ upon the date of the consultant's recommendation.

**SECTION XV
STANDBY MONITORING COMPENSATION SYSTEM**

An employee required to be on stand-by to monitor and control the water system and/or the Waste Water System via a lap top computer or similar device during non-working hours will be compensated as follows:

- 1. \$2.~~55~~00 per hour while on stand-by to monitor and control including responses to beeper alarms, computer trouble shooting, etc. and payable whether or not any alarms go off.

~~Effective July 1, 2014, stand-by premium will increase to \$2.50.~~

2. When an employee who is on stand-by to monitor the system must come in to correct the problem, the employee will receive a two hour minimum at overtime rate. [As opposed to a 4 hour emergency call-in set forth in SMA Contract Section IV, Paragraph D]. Effective June 8, 2009, this minimum will be changed to three (3) hours.
3. It is understood that an employee who is on standby to monitor the system will not be paid for mileage or travel time if he/or must return to the plant to correct a problem.
4. The compensation system set forth in #1, #2, and #3 above shall be subject to revision if necessary to efficiently deal with operating conditions. Such revisions would have to be negotiated although interim adjustments could be put into effect pending negotiations.

Signed this _____ day of _____ 20146.

For the City of Portsmouth

For the Supervisory Management Alliance

John P. Bohenko,
City Manager

Paula Anania
Negotiating Team Member

Dianna Fogarty,
Human Resources Director

~~Tim Bailey~~Barry Foley
Negotiating Team Member

Thomas Closson
City Negotiator

Todd Croteau
Negotiating Team Member

Peter Rice
Public Works Director

Dave Desfosses
Negotiation Team Member

OFFICE OF THE CITY CLERK

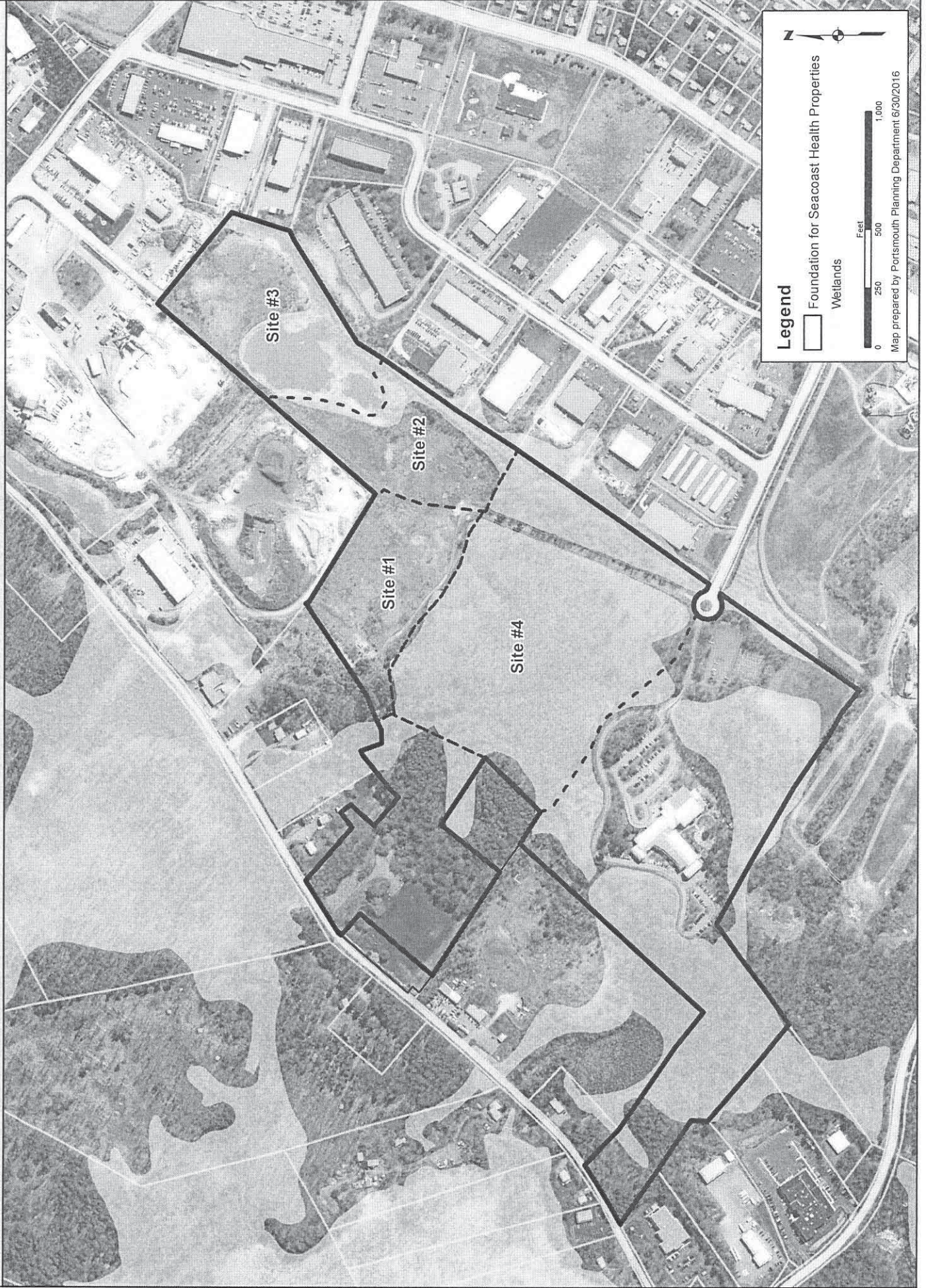
MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Kelli L. Barnaby, City Clerk
DATE: July 19, 2016
SUBJECT: Polling Hours for September 13, 2016 State Primary Election

In accordance with RSA 659:4, the City Council shall determine the polling hours for the election. I would request that the polling hours be set from 8:00 a.m. - 7:00 p.m. for the State Primary Election.

If you have any questions, please do not hesitate to contact me.

Community Campus Land Acquisition



FOUR PARTY WATERLINE EXTENSION AGREEMENT

This Agreement is entered between and among Chinburg Development, LLC of 3 Penstock Way, Newmarket, NH 03857 (hereinafter "Chinburg"), Breakfast Hill Trust I, Breakfast Hill Trust II, Breakfast Hill Trust III, all of 346 Breakfast Hill Road, Greenland, New Hampshire and the Elmer M. Sewall Revocable Trust of 1996 of 340 Breakfast Hill Road Greenland, New Hampshire (hereinafter "Sewall"), the Coakley Landfill Group, an unincorporated association of parties implementing necessary response actions at the former Coakley Landfill Superfund Site pursuant to two consent decrees entered by the United States District Court for the District of New Hampshire, in civil action numbers 92-123-D and 98-600-SD (hereinafter "the Coakley Group"), and the City of Portsmouth, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (hereinafter "City").

WHEREAS, Chinburg desires to acquire and develop a ten (10) lot residential subdivision on land of Sewall as shown on a plat attached hereto as Exhibit A (hereinafter the "Subdivision"); and

WHEREAS, the City has the lawful authority to operate and maintain a public water system in the Town of Greenland where the Subdivision is located; and

WHEREAS, the City has the ability to acquire water from the Rye Water District at a point adjacent to the boundary between the Town of Rye and the Town of Greenland at a location shown on the plan attached hereto as Exhibit B (hereinafter the "Plan"); and

WHEREAS, Chinburg desires to design, engineer and construct a municipal water system as shown on Exhibit B for the benefit of both Chinburg and the City so that the City may provide the Subdivision with a public water supply; and

WHEREAS, the Coakley Group is willing to contribute to the cost of designing and constructing the municipal water system by Chinburg, as shown on Exhibit B; and

WHEREAS, the United States Environmental Protection Agency (“USEPA”) has informed the Coakley Group that it requires the adoption of certain institutional controls over the withdrawal of groundwater at the Subdivision and also requires access to certain property owned by Sewall in order to install and sample monitoring wells on that certain Sewall property, as shown on Exhibit C attached hereto.

NOW THEREFORE; Chinburg, the City, Sewall and the Coakley Group hereby enter this Agreement for the extension of the City of Portsmouth municipal water system from the Rye Town line to the Subdivision and Breakfast Hill Road all as shown on Exhibit B, subject to the following terms and conditions.

1. Chinburg will design and engineer the entire water line extension as shown on Exhibit B in a manner which meets all design and engineering criteria and specifications of the City.
2. Chinburg will secure for the benefit of the City all necessary easements or other real estate interests required for the construction, maintenance and operation of the water system as shown on the Plan. All easements and property interests must meet the satisfaction of the City.
3. After approval by the City of the design and engineering specifications and the acquisition by Chinburg, for the benefit of the City, of the necessary easements and property interests, Chinburg will construct the system as shown on the Plan.
4. Chinburg shall record a deed restriction precluding the withdrawal of groundwater from property within the Subdivision. This deed restriction will comply with the requirements stated by the USEPA in the Fifth Explanation of Significant Differences (ESD) – Operable Unit (OU) 1 and Third ESD for OU 2, dated August 2015, which is attached hereto as Exhibit D.
5. Sewall and the Coakley Group will execute and the Coakley Group will record an agreement by Sewall providing access to the Coakley Group to

install, maintain, repair and monitor wells on the Sewall property as shown on Exhibit C. A copy of an acceptable form of access agreement is attached hereto as Exhibit E.

6. Subsequent to the satisfaction of the obligations of Chinburg (seriatim) and Sewall (item #5) under this Agreement, the City agrees to accept the water infrastructure shown on the Plan, supply water to that Subdivision using water acquired from the Rye Water District under the agreement between the City of Portsmouth and the Rye Water District dated April 6, 2015, and to thereafter operate the system as a public water system in accordance with all state, federal and local law regulating the operation of public water systems.
7. Each lot in the Subdivision shall be responsible for payment of the normal connection fee required for every new connection to the municipal water system at the time of connection (currently \$1,300 per equivalent dwelling unit for capacity improvements).
8. The Coakley Group agrees to reimburse Chinburg based upon receipted billings for the following:
 - a. One-half (1/2) of the construction costs for the construction of the water system as shown on the Plan except for that portion of the system which connects the system to the Subdivision at Breakfast Hill Road as shown on the Plan;
 - b. The total cost of the section of the system connecting the Subdivision to Breakfast Hill Road.
 - c. Notwithstanding any other provision of this Agreement, the maximum liability of the Coakley Group to Chinburg under this Agreement shall be \$200,000.00.
9. Sewall and Chinburg hereby release the Coakley Group and the City of Portsmouth from any and all claims, demands, causes of action or suits of any kind related in any way to the Subdivision. The release is contingent upon the completion of the construction of the water system by Chinburg and the provision of water to that system by the City.
10. To the extent that Sewall has or develops any claims, demands, causes of action or suits of any kind related to property other than the Subdivision, Sewall agrees to release such claims at any time that the Coakley Landfill Group or the City agree by written instrument in form and substance satisfactory to all parties to extend a public water supply to such property.

11. This Agreement shall not become in effect until it has been executed by Chinburg, Sewall, the Coakley Group and the City of Portsmouth. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The other parties acknowledge that the City of Portsmouth cannot execute the Agreement until execution has been authorized by a vote of the Portsmouth City Council.

CHINBURG DEVELOPMENT, LLC

Dated: _____

By: _____

BREAKFAST HILL TRUST I

Dated: _____

By: _____

BREAKFAST HILL TRUST II

Dated: _____

By: _____

BREAKFAST HILL TRUST III

Dated: _____

By: _____

ELMER M. SEWALL REVOCABLE TRUST OF 1996

Dated: _____

By: _____

COAKLEY LANDFILL GROUP

Dated: _____

By: _____

CITY OF PORTSMOUTH

Dated: _____

By: _____

Pursuant to vote of the City Council on _____, 2016

PREPARED FOR

CHINBURG BUILDERS INC
3 PENSTOCK WAY
NEWMARKET, NH 03857

BEAS ASSOCIATES PLLC

70 PORTSMOUTH AVE, STRATHAM, N.H. 03885
PHONE: 603-553-4863 FAX: 603-583-4863

REVISIONS

DATE

WATER MAIN EXTENSION PLAN

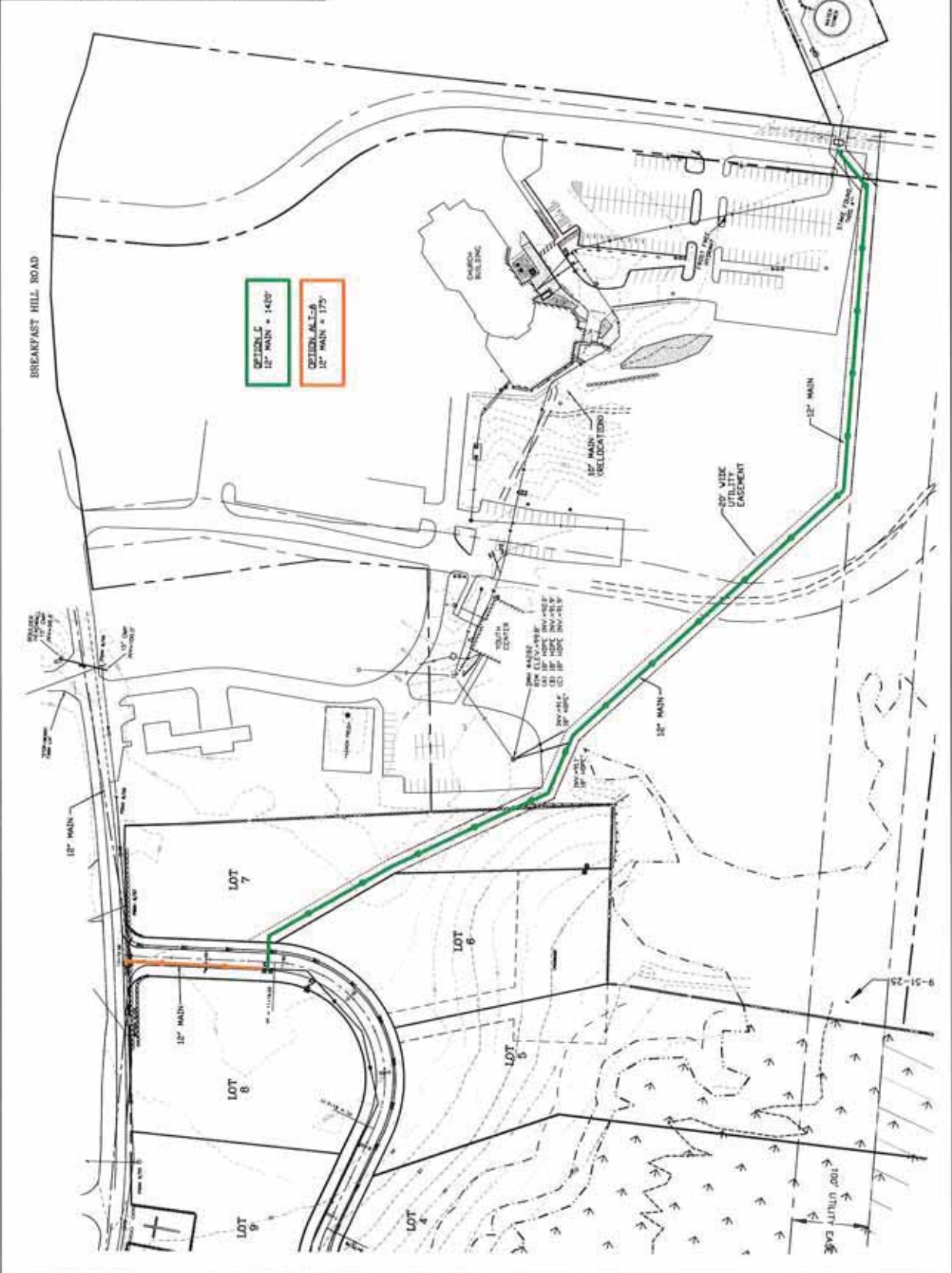
PLAN FOR:
RESIDENTIAL DEVELOPMENT
410 BREAKFAST HILL ROAD
GREENLAND, NH

DATE: OCT. 2013

SCALE: 1" = 40'

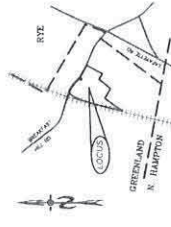
PROJ. NO. NH-200

SHEET NO. 2 OF 2

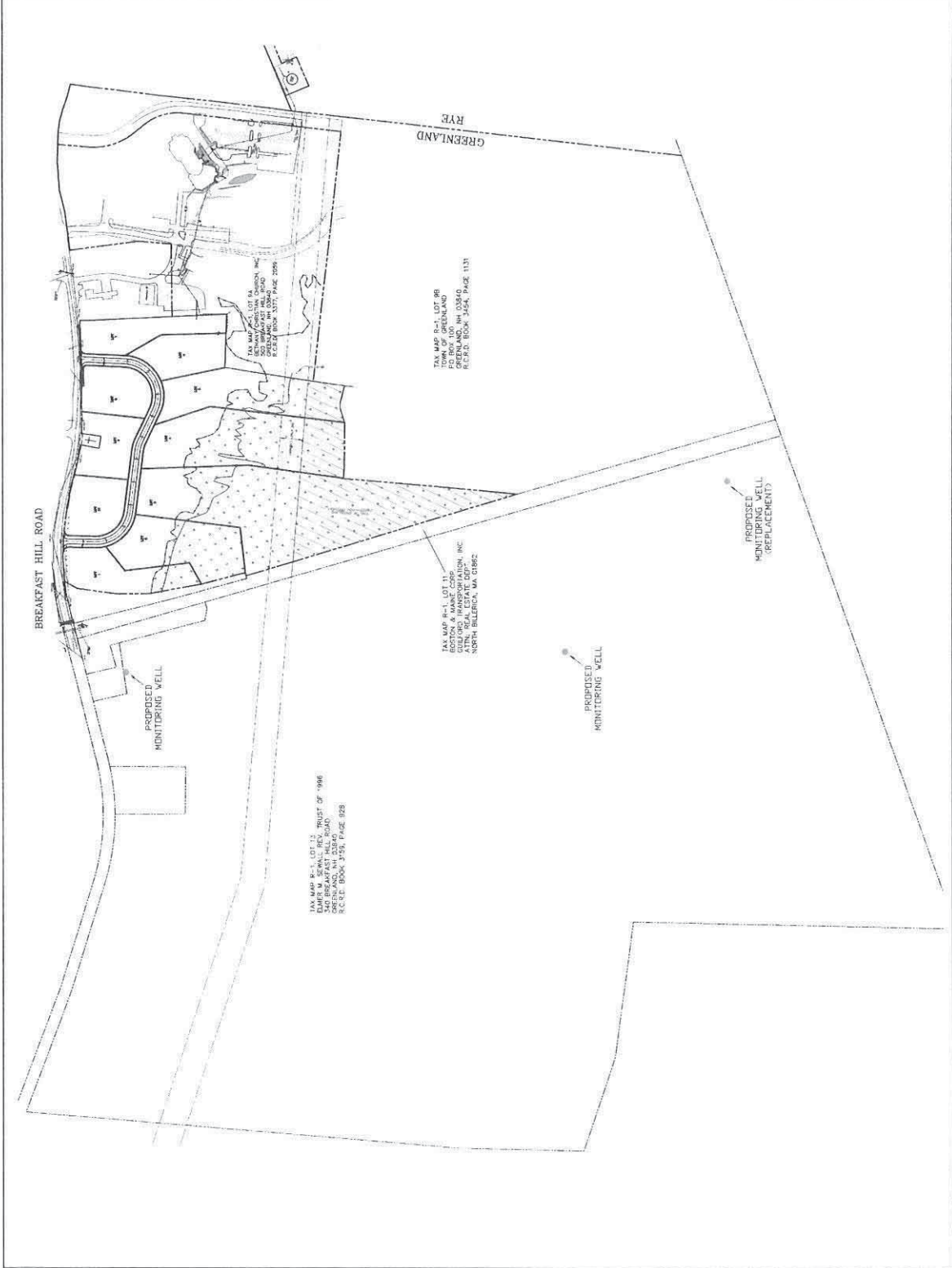


PREPARED FOR:
CHINBURG BUILDERS INC
 3 FENSTOCK WAY
 NEWMARKET, NH 03857

BEALS-ASSOCIATES PLLC
 70 PORTSMOUTH AVE, STRATFORD, NH, 03885
 PHONE: 603-583-4860, FAX: 603-583-4863



LOCATION MAP
 1" = 2000'



TAX MAP R-1, LOT 12
 BOSTON & MANE CORP.
 410 BREAKFAST HILL ROAD
 GREENLAND, NH 03840
 REC'D. BOOK 3454, PAGE 828

TAX MAP R-1, LOT 11
 BOSTON & MANE CORP.
 410 BREAKFAST HILL ROAD
 GREENLAND, NH 03840
 REC'D. BOOK 3454, PAGE 829

TAX MAP R-1, LOT 08
 TOWN OF GREENLAND
 410 BREAKFAST HILL ROAD
 GREENLAND, NH 03840
 REC'D. BOOK 3454, PAGE 831

TAX MAP R-1, LOT 04
 BOSTON & MANE CORP.
 410 BREAKFAST HILL ROAD
 GREENLAND, NH 03840
 REC'D. BOOK 3454, PAGE 826

| REVISION | DATE |
|----------|------|
| | |
| | |
| | |
| | |

MONITORING WELL PLAN

PLAN FOR:
 RESIDENTIAL DEVELOPMENT
 410 BREAKFAST HILL ROAD
 GREENLAND, NH

DATE: DEC. 2015 SCALE: 1" = 200'
 PROJ. NO. NH15 SHEET NO. 1 OF 1

Exhibit D

**This exhibit has
not been provided
due to its size**

Exhibit E

**This exhibit has
not yet been completed**

Event Listing by Date

Starting Date: 7/11/2016

Ending Date: 7/ 1/2017

| Start End | Type Description | Location | Requestor | Vote Date |
|------------------------|---|--|--------------------------------|------------|
| 7/16/2016 7/16/2016 | BIKE TOUR Contact: Chris Vlanqas 1-800-757-0203 Event begins at 7:30 a.m. from Shapleigh Middle School in Kittery. | From Kittery, ME to Route 1B to Rye back to Kitter | Cystic Fibrosis Foundation | 1/25/2016 |
| 7/16/2016 7/16/2016 | 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/ 3/2015 |
| 7/23/2016 7/23/2016 | MUSIC Barbara Massar 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/ 3/2015 |
| 7/30/2016 7/30/2016 | BOAT Molly Bolster is the contact for this event. This event begins at 9:00 a.m. to 3:00 p.m. Raindate: 7/31/16 | Peirce Island | Round Island Regatta | 3/14/2016 |
| 7/30/2016 7/30/2016 | MUSIC Barbara Massar, Executive Director This event is from 5:00 to 9:30 p.m. | Pleasant Street - Summer in the Street Music Serie | Pro Portsmouth | 8/ 3/2015 |
| 8/ 4/2016 8/ 4/2016 | RACE Justin Finn is the contact for this event. Race Start: 6:00 p.m. Registration: 4:30 p.m. | Portsmouth High School Cross Country Track | Portsmouth Rotary Club | 12/ 7/2015 |
| 8/20/2016 8/20/2016 | FUND Jim O'Brien is the contact for this event. Tel. (603) 380-5343 | Market Square - Boot Drive | Portsmouth Professional Fire F | 4/18/2016 |
| 8/27/2016 8/27/2016 | BIKE TOUR Emily Christian, Development Manager is the contact for this event. Tel. #781-693-5154 | Through Portsmouth | National Multiple Sclerosis So | 7/11/2016 |
| 9/17/2016 9/17/2016 | RACE Holly Tennent and Melissa Mikulski are the contacts for this event. mmikulski@bottomline.com 501-5335 htennent@bottomline.com 501-6653 This event begins at 9:00 a.m. | Pease Tradeport | Bottomline Technologies | 4/ 4/2016 |
| 9/17/2016 9/17/2016 | WALK Contact: Ken La Valley, Chair - Out of Darkness Walk on Saturday, September 17, 2016 Registration: 8:30 a.m. Walk Duration 10:00 a.m. - Noon Peirce Island - Begin and end. Proposed Walk route 2.3 miles | Peirce Island | American Foundation for Suicid | 1/11/2016 |
| 9/18/2016 9/18/2016 | RACE Wendy McCoolle is the contact for this event. Telephone #603-759-5640 Race Start: 9:00 a.m. Registration: 7:30 a.m. | Portsmouth Middle School | Celebrate Pink | 12/ 7/2015 |

Event Listing by Date

Starting Date: 7/11/2016

Ending Date: 7/ 1/2017

| Start End | Type Description | Location | Requestor | Vote Date |
|--------------------------|---|---|--------------------------------|------------|
| 9/24/2016 9/25/2016 | BIKE TOUR Donna Hepp is the contact for this event. Tel. 414-258-3287 | Through Portsmouth | Grante State Wheelmen | 12/ 7/2015 |
| 9/24/2016 9/25/2016 | FESTIVAL David Hallowell is the contact for this event. This is a 2-day event starting at 8:00 a.m. to 6:00 p.m. | Pleasant Street | Portsmouth Maritime Folk Festi | 1/25/2016 |
| 9/24/2016 9/25/2016 | TOUR Caroline Amport Piper is the contact for this event. Tel. (603) 686-4338 Location of this event is to be determined. This event begins each day at 11:00 a.m. to 3:00 p.m. | South End | Friends of the South End | 12/ 7/2015 |
| 10/ 9/2016 10/ 9/2016 | ROAD RACE Contacts: (Date changed to October 9, 2016 instead of October 8th) Ben Anderson - ben@prescottpark.org Angela Greene - angela@prescottpark.org Race Start: 10:00 a.m. Registration: 8:00 a.m. | Memorial Bridge Portsmouth | Memorial Bridge Road Race | 12/ 7/2015 |
| 10/22/2016 10/22/2016 | WALK Contact Susan von Hemert Annual Memorial Bridge Walk walking acorss Memorial Bridge to Prescott Park | Memorial Bridge Walk to Prescott Park | Seacoast Rotary | 3/ 3/2016 |
| 10/31/2016 10/31/2016 | PARADE | Perice Island thru downtown to Prescott Park | Portsmouth Halloween Parade | 7/11/2016 |
| 11/13/2016 11/13/2016 | ROAD RACE Jay Diener, Co-race Director is the contact for this event. He can be reached at (603) 758-1177 Runners start at 8:30 a.m. | Portsmouth, New Castle, Rye | Seacoast Half Marathon | 4/18/2016 |
| 11/24/2016 11/24/2016 | ROAD RACE Matt Junkin, Race Director is the contact for this event. This is the Thanksgiving Day Turkey Trot which begins at Peirce Island and ends at Strawberry Banke. Registration begins at 7:00 a.m. Race commences at 8:30 a.m. | Peirce Island is the start - Strawberry Banke is th | Seacoast Rotary Turkey Trot 5K | 11/16/2015 |
| 12/11/2016 12/11/2016 | ROAD RACE Thomas M. Bringle is the contact for this event. Tel. 603-724-6080 tbringle@arthritis.org. Registration begins at 9:00 a.m. Race start time: 10:00 a.m. | Little Harbour School | Arthritis Foundation - Jingle | 1/25/2016 |
| 1/ 1/2017 1/ 1/2017 | RACE Michael Rennebu is the contact for this event. Cell #603-969-9783 Race Start: 11:00 a.m. Registration: 9:00 a.m. | Portsmouth Middle School | Great Bay Services | 12/ 7/2015 |

Run: 7/28/16
10:02AM

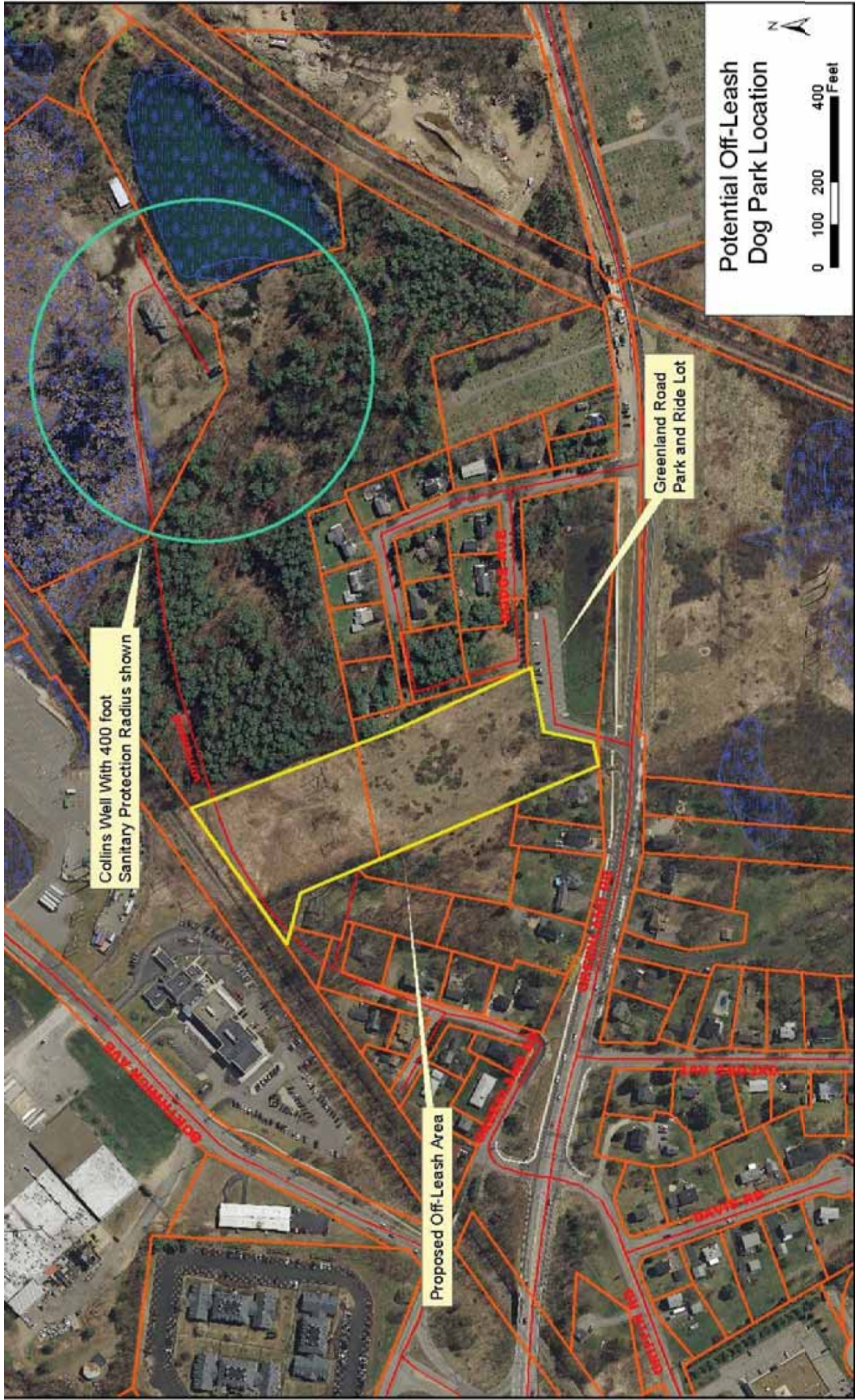
Event Listing by Date

Page: 3

Starting Date: 7/11/2016

Ending Date: 7/ 1/2017

| Start End | Type Description | Location | Requestor | Vote Date |
|------------------------|---|----------------------------------|----------------|-----------|
| 5/ 6/2017 5/ 6/2017 | WALK Jenelle Dolan, Development Specialist is the contact for this event. Tel. 978-729-5849 | Little Harbour Elementary School | March of Dimes | 7/11/2016 |



Collins Well With 400 foot
Sanitary Protection Radius shown

Proposed Off-Leash Area

Greenland Road
Park and Ride Lot

Potential Off-Leash
Dog Park Location

0 100 200 400
Feet



Reference: **NATIONAL NIGHT OUT**

Point of Contact: **Cliff Lazenby, Chair, Citywide Neighborhood Committee**
978-4725
Det. Tim Cashman, Portsmouth Police Dept 610-7587

Portsmouth neighborhoods will take to the streets to celebrate the 33rd Annual National Night Out Against Crime (NNO) on Tuesday, August 2, 2016 from 5:00 to 8:00 pm. For more than twenty years, neighborhoods throughout Portsmouth have participated in this national event designed to foster neighborhood cooperation and police-community partnerships. Portsmouth's Neighborhood based NNO celebrations connect our community and foster partnerships between Portsmouth residents and members of our police department.

Sponsored by the Citywide Neighborhood Committee, a mayoral blue ribbon committee, and the Portsmouth Police Department, NNO is an evening outdoors filled with social activities. This family friendly, rain or shine event, includes opportunities to see Fire Trucks, Police Cars, SWAT vans, front end loaders and other heavy equipment up close while you meet the personnel who operate them.

Neighborhoods taking part in 2016:

Atlantic Heights - Big Rock Park (Kearsarge & Crescent)

Cedars of Portsmouth - 2200 White Cedars Blvd

Cliff Rd/Walker Bungalow - Cliff Rd - Near End

Cutts Cove - 171 Leslie Drive

Elwyn Park - Dondero School

Feaster Apartments - 140 Court Street

Frank Jones Farm - St. Catherine's Church/Corpus Christi -- Woodbury Ave

Gosling Meadows - Rec ground at Gosling Meadows

Islington Creek - Rock Street Park

Lafayette Road Residents/Hillcrest Estates - Earl Hunt Memorial Park (corner Bluefish/Cod Fish)

Margeson Apartments - 245 Middle St.

Richards Ave - Lincoln/Richards

Rogers/Mark Streets - 44 Rogers St. - In Front

Sherburne Civic Association - Pannaway Park

South End - 4 Tree Island

Spinnaker Point - Around the Pool

The Creek (Christian Shore) - Pine Street Playground

WAHOO - Willard, corner of Marston

Wamesit Place - Wamesit Place - Greenleaf/Holiday

Woodlawn Circle - Woodlawn Circle

Cliff Lazenby, Chair of the Citywide Neighborhood Committee, 978-4725 cncchair@gmail.com or Det. Tim Cashman, 610-7587 tcashman@cityofportsmouth.com may be contacted to answer questions about this event.

**CITY OF PORTSMOUTH
LEGAL DEPARTMENT
MEMORANDUM**

DATE: July 26, 2016
TO: JOHN P. BOHENKO, CITY MANAGER
FROM: ROBERT P. SULLIVAN, CITY ATTORNEY
RE: RIGHT-TO-KNOW LAW (RTK)
INQUIRY OF ASSISTANT MAYOR JAMES SPLAINE



At the City Council meeting of July 11, 2016, Assistant Mayor James Splaine raised a number of issues related to the Right-to-Know law, RSA 91-A. In particular, he quoted from a memorandum concerning that law published and periodically updated by the Office of the Attorney General. One topic of Assistant Mayor Splaine's discussion of that evening concerning so-called "non-meetings with counsel". The term in quotes is used to describe such meetings because the statutory definition of the word "meeting" for RTK purposes excludes from the definition "consultation with legal counsel", RSA 91-A:2 (a). Because consultation with counsel is not a meeting per the statutory definition, none of the statutory requirements apply.

Assistant Mayor Splaine focused on a quotation from the Attorney General's Memorandum, to wit, "consultation with legal counsel shall be limited to discussion of legal issues. Deliberation about the matter on which advice is sought may not occur during consultation with legal counsel", Attorney General's memorandum on the New Hampshire Right-to-Know law, RSA 91-A, March 20, 2015 IV B (3). The Assistant Mayor requested a comparison of that provision of the Attorney General's memo with the practice conducted in the City of Portsmouth, in particular by the City Council.

The advice routinely given by this office to the City Council and other public bodies in the City is that when a non-meeting with counsel is held, no decisions may be made by the public body except for those which directly relate to communication with legal counsel. For example, in a matter of pending litigation it may be necessary for the City's lawyers to know whether or not the public body was in agreement with following a particular litigation strategy. It is permissible, in my view, for the public body to discuss the question and advise the lawyer as to whether or not it agreed with a proposed strategy.

However, it is certainly not appropriate or within the contemplation of RSA 91-A for a public body to make a decision in a non-meeting with counsel on any other type of matter within the authority of the public body. Preferable alternatives are available. After discussion with legal counsel, a public body can either convene in a non-public session pursuant to RSA 91-A:3 to deliberate and vote or the public body may actually

do so in public session. The most commonly given legal advice in Portsmouth is that whatever can be accomplished by means of a public vote should be done in public. While a non-public session is available for the purposes permitted by law, minutes must be kept and made public unless they are subject to seal. Thus, in most cases it appears to this office that there is little practical benefit for a public body to vote in a non-public session compared to voting in public session. Moreover, the clear purpose of RSA 91-A is that governmental bodies should do as much of their work as possible in open session.

The foregoing means that the practice in the City of Portsmouth where legal advice is requested regarding non-meetings is consistent with the cited provision of the Attorney General's memorandum. We believe that public bodies may discuss issues with legal counsel, but should not vote on substantive issues in a non-meeting. Rather, the other possibilities available under the Right-to-Know law should be chosen by the public body to deliberate and vote.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 7, 2016

The Honorable Jack Blalock, Mayor
City of Portsmouth
Municipal Complex
1 Junkins Avenue
Portsmouth, NH 03801



Subject: Enabling Authority for Municipal Regulation of Single Use Plastic Bags

Dear Mayor Blalock,

Thank you for your letter of April 21, 2016, which asks whether the New Hampshire Department of Environmental Services (NHDES) believes that New Hampshire's Solid Waste Management Act, RSA 149-M, provides municipalities with the authority to ban single-use plastic shopping bags and to impose a "ten cents paper bag pass through" for paper shopping bags provided by a merchant. On behalf of NHDES, I am writing to provide a response to your letter.

After review of your request, the proposed ordinance, and additional documents provided with your letter, NHDES has determined that it does not have the legal authority to offer an opinion of the type that you have requested. Further, the Department does not take any position on this matter.

Thank you again for your inquiry. We regret that we are unable to assist you with your question. If you have any questions regarding this letter, please feel free to contact me at 271-1997, or Michael.wimsatt@des.nh.gov.

Sincerely yours,


Michael J. Wimsatt, Director
Waste Management Division

**Waste
Management
Division**

Digitally signed by Waste Management Division
DN: cn=Waste Management Division,
o=State of NH,
ou=NHDES, email=Michael.wimsatt@des.nh.gov,
c=US
Date: 2016.07.08 15:55:59 -0400

cc: John P. Bohenko, City Manager
Robert P. Sullivan, City Attorney
Thomas Burack, Commissioner - NHDES

ACTION ITEMS

PARKING and TRAFFIC SAFETY COMMITTEE MEETING

8:00 A.M. – July 7, 2016

City Hall – Eileen Dondero Foley Council Chambers

MEMBERS PRESENT: Brad Lown, Chairman; Nancy Colbert Puff, Deputy City Manager; Peter Rice, Public Works Director, James Heinz, Deputy Fire Chief; Chris Cummings, Police Lieutenant; Ted Gray, Member; Ronald Cypher, Member; Harold Whitehouse, Member; Shari Donnermeyer, Member; Mary Lou McElwain, Alternate Member

ALSO PRESENT: Eric Eby, Parking and Transportation Engineer; Juliet Walker, Transportation Planner

Action Items requiring an immediate ordinance during the next Council meeting:
None

Temporary Action Items requiring an ordinance during the annual omnibus:

(VII.D.) Action Item: Stark Street one-way traffic flow reversal – VOTED 9-0, to change one-way flow on Stark Street bridge, to allow New Franklin School traffic to exit onto Dennett Street

1. Accepted and placed on file the minutes of the Parking and Traffic Safety Committee Meeting held on June 2, 2016.
2. Accepted and placed on file the Financial Report dated May 31, 2016.
3. Public Comment Session – no speakers.
4. (VI.A.) – Islington Street Lab project presented by Doug Roberts, Chair, Portsmouth Smart Growth for the 21st Century (PS21) and Peter Vandermark.
5. (VII.A.) **Action Item:** Petition by White Heron Tea for permanent crosswalk on Islington Street at Albany Street, referred by City Council – **VOTED 6-3**, to approve a 30-day pilot project to study impacts of a temporary crosswalk, bump-out and signage on Islington Street at Albany Street.

6. (VII.B.) **Action Item:** Banfield Road local delivery route ordinance. Clarification on truck restriction requested by Dave Ecker – **VOTED 9-0**, to have City staff review history and intent of ordinance and report back on recommended changes to ordinance to clarify where and when trucks are excluded.
7. (VII.C.) **Action Item:** Audible pedestrian signals, request for information – no action required.
8. (VII.D.) **Action Item:** Stark Street one-way traffic flow reversal – **VOTED 9-0**, to change one-way flow on Stark Street bridge, to allow New Franklin School traffic to exit onto Dennett Street.
9. (VII.E.) **Action Item:** Bicycle riding restrictions in parks – **VOTED 9-0**, to have City staff review existing ordinances and report back with recommendations and clarification.
10. (VII.F.) **Action Item:** Request for crosswalk on Elwyn Road at Harding Road – **VOTED 9-0**, to accept staff communication and place on file.
11. (VIII.A.) **Action Item:** Dedicated moped, motorcycle and scooter parking – no action required.
12. Public Comment Session – three speakers:
Peter Vandermark, Jonathan Blakeslee, and Doug Roberts
13. Informational –
 - 4-way stop at Arboretum Drive and Pease Boulevard
14. Adjournment – At 9:07 a.m., **voted** to adjourn.

Respectfully submitted by:
Amy Chastain
Secretary to the Committee

MEETING MINUTES

PARKING and TRAFFIC SAFETY COMMITTEE MEETING

8:00 A.M. – July 7, 2016

City Hall – Eileen Dondero Foley Council Chambers

I. CALL TO ORDER:

Chairman Lown called the meeting to order at 8:00 a.m.

II. ROLL CALL:

Members Present:

Chairman, Brad Lown
Deputy City Manager, Nancy Colbert Puff
Public Works Director, Peter Rice
Deputy Fire Chief, James Heinz
Police Lieutenant, Chris Cummings
Member, Ted Gray
Member, Harold Whitehouse
Member, Ronald Cypher
Member, Shari Donnermeyer
Alternate Member, Mary Lou McElwain

Staff Advisors Present:

Parking and Transportation Engineer, Eric Eby
Transportation Planner, Juliet Walker

III. ACCEPTANCE OF THE MINUTES:

Ron Cypher motioned to accept the June 2, 2016, meeting minutes.

Ted Gray seconded.

Motion passed 9-0.

IV. FINANCIAL REPORT:

Harold Whitehouse motioned to accept the financial report dated May 31, 2016.

Shari Donnermeyer seconded.

Motion passed 9-0.

V. PUBLIC COMMENT:

No public comment.

VI. PRESENTATIONS:

A. Islington Street Lab project– Doug Roberts, Chair, Portsmouth Smart Growth for the 21st Century (PS21), presented to the Committee. Peter Vandermark, PS21 Board Member, was also present. Mr. Roberts provided a report, presented a video and discussed highlights of the project. The report is posted on the City's website under the July 2016 Current Calendar section.

Mr. Roberts discussed the following aspects of the project: community participation, sponsorship, community survey results and comments regarding the project area, traffic, street elements and design. He stated the three main goals were to: guide permanent street improvements to increase the vitality, walkability and safety of Islington Street, using traffic calming, safer pedestrian options, place making and beautification; increase civic engagement and diversify the network of advocates in the West End neighborhood; demonstrate and develop support for the use of tactical urbanism projects in Portsmouth.

Harold Whitehouse thanked PS21 for their work and inquired about the possibility of a roundabout on Islington Street at Albany Street. Deputy Fire Chief Heinz commented that insufficient time was provided to review the report. He was present during the project and would have appreciated having his concerns expressed on the video. Mr. Roberts concluded by saying the survey results support the project.

VII. NEW BUSINESS:

A. Petition by White Heron Tea for permanent crosswalk on Islington Street at Albany Street, referred by City Council – Eric Eby informed the Committee this agenda item was presented at the June 20th City Council meeting. The White Heron Tea business owner submitted a petition for a permanent crosswalk, along with 250 signatures, to the City Council. The matter was referred to PTS. Eric Eby stated that, if the Committee wanted to consider a sidewalk at this location, the staff recommendation would be to install a temporary crosswalk with bump-out at the same location as the PS21 project, for a period of up to 30 days. The pilot project would determine the impacts and effects of a crosswalk at Islington and Albany. He proposed installing the newly purchased traffic cameras in order to observe traffic patterns and record data. Mr. Eby stated that staff is not recommending reinstalling the three parking spaces in the right-turn lane on Islington Street.

Harold Whitehouse asked about additional measures for safety, such as strobe lights. Eric Eby stated the crosswalk would include a bump-out and signage for safety. Public Works Director Rice reminded the Committee that this item had been presented before and the recommendation was not to pursue a crosswalk due to the number of lanes pedestrians had to

cross. He stated that a bump-out would increase safety by eliminating one of the lanes to allow for a shorter and safer crossing. Mary Lou McElwain expressed support for the pilot project. Shari Donnermeyer motioned to approve a permanent crosswalk with bump-out. After Committee discussion, Shari Donnermeyer revised her motion to approve the 30-day pilot project to study impacts of a temporary crosswalk, bump-out and signage on Islington Street at Albany Street. Ron Cypher seconded.

Harold Whitehouse expressed safety concerns regarding the project, but stated he would vote in support. Deputy Fire Chief Heinz stated he would not support the pilot project because Islington Street is a major response route. He stated the project could affect response time to an emergency and there is already an established crosswalk at the signaled intersection of Bartlett and Islington. Deputy Fire Chief Heinz stated he actively participated in the charrette and is opposed to the temporary project.

The Committee discussed traffic flows and queues as a result of the pilot project, bump-out impacts and the narrowing of Islington Street at the temporary crosswalk.

Public Works Director Rice advised the Committee that the pilot program implementation would take time, but an update would be provided at the August PTS meeting.

Vote 6-3, to approve a 30-day pilot project to study impacts of a temporary crosswalk, bump-out and signage on Islington Street at Albany Street.

Deputy Fire Chief Heinz, Ted Gray and Chris Cummings, Police Lieutenant, voted opposed.

B. Banfield Road local delivery route ordinance. Clarification on truck restriction requested by Dave Ecker – Eric Eby stated Mr. Ecker expressed concern regarding truck traffic on Banfield Road at several public meetings. Mr. Ecker believes that the ordinance was intended to allow local delivery trucks on Banfield Road only when making deliveries to a Banfield Road address. Eric Eby stated the ordinance does not specifically state that trucks may only use a local delivery route when conducting business at a property on the roadway. He stated that judging by the streets that were included in the local delivery route ordinance, it appears that being designated as a local delivery route would allow trucks to use the street to get to other streets. Staff recommended examining the original intent of the local delivery route ordinance and report back with a recommendation to clarify the ordinance.

Public Works Director Rice motioned to have City staff review the history and intent of the ordinance and report back on recommended changes to the ordinance to clarify where and when trucks are excluded. Shari Donnermeyer seconded.

Harold Whitehouse asked about the location of Hayes Place (number 22 on ordinance), and if the ordinance restricts truck travel for the Peirce Island Wastewater Treatment Facility construction project. Public Works Director Rice stated the existing ordinance would have no impact on the project. The Committee discussed enforcement.

Vote 9-0, to have City staff review history and intent of ordinance and report back on recommended changes to ordinance to clarify where and when trucks are excluded.

C. Audible pedestrian signals, request for information – Eric Eby stated a citizen had requested information as to when and how audible pedestrian signals are installed. The request was submitted to the Fire Department. Eric Eby provided a detailed memorandum, which is available in the packet, outlining the requirements. He stated an engineering study would be conducted to determine the need and certain requirements that must be followed.

Deputy Fire Chief Heinz stated there is an existing audible pedestrian signal at South Street and Lafayette Road. Mary Lou McElwain asked about installing audible pedestrian signals when there are changes in signalization at a crosswalk.

No action required on this action item.

D. Stark Street one-way traffic flow reversal – Eric Eby stated that the request is due to the summer construction project to build a cul-de-sac at the end of Myrtle Avenue at the entrance to the New Franklin School. Eric Eby stated this design would allow school buses to use Myrtle Avenue to enter and exit the school grounds. School buses would no longer exit onto Woodbury Avenue. The remaining school traffic would exit by way of Stark Street to Dennett Street. The ordinance would need to be changed in order to accommodate the new traffic patterns.

Eric Eby stated that Stark Street is restricted to one-way traffic heading into New Franklin School. The ordinance change would reverse the one-way flow to allow for one-way traffic leaving the school. There is a residential driveway at 2 Stark Street. The road would continue to allow 2-way traffic between the driveway and Dennett Street. The resident would still have access to the driveway under this change.

The Committee discussed the school bus routes, nearby tennis courts and cul-de-sac. Eric Eby stated a few trees would need to be removed as part of this plan, but the tennis courts would not be affected.

Shari Donnermeyer motioned to change the one-way flow on Stark Street bridge to allow New Franklin School traffic to exit onto Dennett Street. Ted Gray seconded. **Vote 9-0, to change the one-way flow on Stark Street bridge to allow New Franklin School traffic to exit onto Dennett Street.**

E. Bicycle riding restrictions in parks, referred by City Council – Eric Eby stated the issue was presented at the last City Council meeting. There was a question posed about the use of bicycles in parks. Eric Eby stated City Ordinance Chapter 8, Article II, Section 8.204, addressed this topic. Staff requested time to review the ordinance and city park designs to determine if there are paths that are suitable for bicycles. If paths were determined to be suitable for bicycles, signage or markings would need to be installed. Staff is recommending time to review the issue and report back.

Harold Whitehouse motioned to have City staff review existing ordinances and report back with recommendations and clarification. Ron Cypher seconded.

The Committee discussed adding hover boards, Segways, scooters and skateboards to the list of items that are restricted in parks. Public Works Director Rice requested the language be broadened to include anything other than pedestrian. Chairman Lown suggested keeping the action item to the review of bicycles as directed by City Council for the present motion. The Committee discussed enforcement. Juliet Walker, Transportation Planner, advised the Committee that further review is needed before a recommendation is provided.

Vote 9-0, to have City staff review existing ordinances and report back with recommendations and clarification.

F. Request for crosswalk on Elwyn Road at Harding Road, by Vernon Pearce – Eric Eby stated the Committee conducted a site visit at the location on Tuesday, July 5th. The crosswalk would be placed on Elwyn Road at Harding Road near a gated entrance of the Urban Forestry Center. Eric Eby stated traffic speeds on Elwyn Road were recorded at 35 mph instead of the posted 25 mph. He stated that a stopping sight distance of 250 feet is needed for a roadway speed of 35 mph. Because of the curvature of the roadway, it would not be safe to have a crosswalk at this location. He recorded pedestrian activity in a 24-hour period at the location. There were less than 20 all day and only 4 in an hour. The standard for a crosswalk is a minimum of 20 pedestrian crossings during the peak hour.

Eric Eby stated due to vehicle speeds, poor sight lines, and low pedestrian activity, staff would not recommend installing a crosswalk on Elwyn Road at Harding Road.

Harold Whitehouse motioned to accept staff communication and place on file. Ron Cypher seconded. **Vote 9-0, to accept staff communication and place on file.**

VIII. OLD BUSINESS:

A. Moped, motorcycle and scooter parking – Eric Eby stated that parking enforcement staff are monitoring moped parking downtown. Staff will review data and determine where designated on-street parking would be most appropriate for mopeds and motorcycles. He stated mopeds are currently parking on sidewalks and are being ticketed if they obstruct pedestrian pathways.

IX. PUBLIC COMMENT:

Peter Vandermark addressed concerns expressed by several Committee members regarding the Islington Street Lab project survey and video. He expressed his personal support for a crosswalk on Islington Street at Albany Street due to pedestrian safety.

Jonathan Blakeslee spoke to his petition submittal for a permanent crosswalk on Islington Street at Albany Street that was provided in the PTS packet. He expressed concern for

pedestrian safety and addressed the traffic queuing. He thanked the Committee for the 30-day pilot project approval.

Doug Roberts thanked the Committee for the 30-day pilot project approval. He expressed concern that the crosswalk was only one element of the project. He supported the corner modification at Islington Street and Bartlett Street.

X. INFORMATIONAL:

A. 4-way stop at Arboretum Drive and Pease Boulevard – Eric Eby updated the Committee on the 4-way stop installed on Tuesday, July 5, 2016, at Arboretum Drive and Pease Boulevard. Harold Whitehouse asked if the Pease Development Authority (PDA), Pease Association, PTS, or City Council is responsible for granting approval of this request. Public Works Director Rice stated that the Legal Department should be consulted regarding the specifics of the agreement between the PDA and City.

Harold Whitehouse requested a review of the intersection at International Drive and New Hampshire Avenue. Eric Eby informed the Committee that PDA has completed a master plan of the transportation improvements and would be implementing improvements as required.

Public Works Director Rice conveyed appreciation to the participants and coordinators of the Islington Street Lab project. He stated that a design plan of the entire corridor is underway and other city departments will be consulted. He stated that many of the areas identified in the project would be addressed as part of the design plan.

Ron Cypher asked the Deputy Fire Chief Heinz if the fire trucks were equipped with devices to change streetlights. Mr. Heinz stated there are approximately 20 intersections equipped with the technology. The Committee discussed using the technology on new equipment at Islington Street and Bartlett Street when improvements are made.

Harold Whitehouse asked for an update regarding his request from the June meeting for a report on any city or town that has passed an ordinance on pedestrians looking at electronic devices while crossing in a crosswalk in a central business district. Eric Eby stated he did investigate the issue and discovered that no legislation has been passed in any other jurisdiction regarding this issue. He stated there is pending jurisdiction in New Jersey regarding distracted walking.

Mary Lou McElwain requested an update on her request from the June meeting regarding a monthly report on bicycle and pedestrians accidents. Chris Cummings, Police Lieutenant, stated he would talk to Police Captain Warchol. Public Works Director Rice requested that vehicular accidents be included in the report.

Mary Lou McElwain asked if there would be an update on The Music Hall design plan. Nancy Colbert Puff, Deputy City Manager, stated they are scheduled to go back to the Historic District Commission for public comment at the August meeting.

XI. ADJOURNMENT – At 9:07 a.m., voted to adjourn.

Respectfully submitted by:

Amy Chastain
Secretary of the Committee

DATE: July 27, 2016

TO: HONORABLE MAYOR BLALOCK AND CITY COUNCIL MEMBERS

FROM: THE LEGISLATIVE SUBCOMMITTEE

RE: FLOOR POLICIES RECOMMENDED BY THE LEGISLATIVE SUBCOMMITTEE FOR CITY COUNCIL APPROVAL FOR SUBMISSION AS NHMA LEGISLATIVE POLICIES FOR THE 2017-2018 LEGISLATIVE SESSION

CC: JOHN P. BOHENKO, CITY MANAGER, JANE FERRINI, ASSISTANT CITY ATTORNEY

The NHMA responds to requests from State's municipalities to draft policy recommendations for each legislative session. Committees made up of officials from local municipalities have finalized Policy Recommendations for the 2017-2018 Legislative Session. These policies are being reviewed by the Legislative Subcommittee. The Legislative Subcommittee will make a recommendation to the City Council to adopt or reject certain policy recommendations prior to the NHMA Legislative Policy Conference scheduled for September 23, 2016. The approved policies are not bills but are policy positions that direct the NHMA Board and staff in representing municipalities during the next legislative session. The NHMA membership will vote on all policy recommendations through their voting delegate at the Legislative Policy Conference. The City's voting delegate is Councilor Dwyer.

There are issues of interest to the City that were not presented to or not adopted by the NHMA committees as Final Policy Recommendation. Each municipality has the opportunity to submit floor policy proposals to the NHMA to be presented for a vote at the September Policy Conference. Floor policies may be presented if they have been approved by a majority vote of its governing body and have been received by NHMA before August 12, 2016. Floor policies will become NHMA Legislative Policies if two thirds of NHMA membership present at the conference vote to approve the floor policy.

The Legislative Subcommittee recommends that the City Council vote to approve and submit the four floor policies attached to the NHMA as legislative policies for the 2017-2018 Legislative Session.

Proposed Motion: To approve the attached floor policy on Type II noise barriers and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference.

Proposed Motion: To approve the attached floor policy on a hotel occupancy surcharge and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference.

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

Proposed Motion: To approve the attached floor policy on defining short term rentals as home businesses and submit same to become a NHMA Legislative Policy for the 2017-2018 Legislative Session by vote of its membership at the NHMA Legislative Policy Conference.

**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by: (name) City of Portsmouth Date: August 2, 2016

City or Town: Portsmouth Title of Person Submitting Policy: CHRISTINE DWYER, MEMBER OF THE PORTSMOUTH CITY COUNCIL AND LEGISLATIVE SUBCOMMITTEE. THE SUBCOMMITTEE SUBMITS THIS FLOOR POLICY ON THE PORTSMOUTH CITY COUNCIL'S BEHALF.

Floor Policy Proposal approved by vote of the governing body on (date): THE PORTSMOUTH CITY COUNCIL APPROVED THIS POLICY BY MAJORITY VOTE ON AUGUST 1, 2016 FOR SUBMISSION AS A FLOOR POLICY AT THE NHMA LEGISLATIVE POLICY CONFERENCE.

To see if NHMA will SUPPORT:

Legislation that amends RSA 674 regarding Accessory Dwelling Units (ADUs) to prohibit either the principal dwelling unit or the ADU from being used for short term rentals which are defined as the rental of either the principal dwelling unit or the ADU for a period of less than thirty days.

Municipal interest to be accomplished by proposal:

The Legislature's express purpose in amending RSA 674 to require municipalities to permit ADUs was to provide affordable housing for NH citizens, specifically acknowledging the needs of the elderly and disabled to provide living space for in-home caregivers. Allowing ADUs to be used as short term rentals will have the effect of reducing or eliminating affordable housing opportunities for this vulnerable population and their caregivers. Without this limitation every single family residence in every zoning district could become a short term rental business, reducing affordable housing stock for the elderly, disabled and their caregivers, and creating unintended consequences for neighbors.

Explanation:

Many communities throughout the country that are tourist destinations have been faced with the substantial reduction of available affordable housing units due to the recent exponential growth of the short term rental business. The legislative purpose of RSA 674 regarding ADUs will be undermined and likely completely thwarted if either the principal dwelling or ADU can be used as a short term rental. Use of either the principal dwelling or ADU as a short term rental would be against the spirit and intent of the express stated purpose of the legislation.

Each proposed floor policy should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem.

Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentaffairs@nhmunicipal.org.

Must be received by August 12, 2016.

**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by: (name) City of Portsmouth

Date: August 2, 2016

City or Town: Portsmouth Title of Person Submitting Policy: CHRISTINE DWYER, MEMBER OF THE PORTSMOUTH CITY COUNCIL AND LEGISLATIVE SUBCOMMITTEE. THE SUBCOMMITTEE SUBMITS THIS FLOOR POLICY ON THE PORTSMOUTH CITY COUNCIL'S BEHALF.

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| Floor Policy Proposal approved by vote of the governing body on (date): <u>THE PORTSMOUTH CITY COUNCIL APPROVED THIS POLICY BY MAJORITY VOTE ON AUGUST 1, 2016 FOR SUBMISSION AS A FLOOR POLICY AT THE NHMA LEGISLATIVE POLICY CONFERENCE.</u> |
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To see if NHMA will SUPPORT:

Legislation that allows municipalities to adopt an additional surcharge under the meals and rooms tax on hotel occupancy within its municipality whereby the deposited funds would be collected by the Department of Revenue Administration and paid to the municipality into a capital reserve fund, revolving fund, or other special revenue fund to help defer additional costs municipalities face due to tourism.

Municipal interest to be accomplished by proposal:

The State of New Hampshire wants to promote tourism throughout the State because the tourism industry generates jobs and Meals and Rooms Tax revenue. Enabling legislation that gives local communities the ability to create locally a hotel surcharge to generate funds to help pay for municipal services, infrastructure improvements and capital needs without relying on the property tax would help cities and towns recoup some of the costs they have had to assume over the last decade due to loss of revenue from the State. This overreliance on the property tax has put an increased burden on all property taxpayers, but particularly those with limited sources of income who struggle to pay their property taxes each year.

Explanation:

Not every community has the same assets or needs. Enabling legislation permitting cities and towns to create a hotel surcharge could help defer the cost of municipal services, infrastructure improvements and capital needs, lessen the burden on the property tax and the financial burden on cities and towns created by the loss of revenue from the State over the last decade from the elimination of shared revenues, state aid grants, retirement contributions and failure to return the proper percentage of Meals and Rooms Tax revenue to cities and towns. The State Legislature has established a precedent for municipalities to charge fees to create a local source of revenue from fees associated with motor vehicle registration.

Each proposed floor policy should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem.

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Must be received by August 12, 2016.

**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by: (name) City of Portsmouth Date: August 2, 2016

City or Town: Portsmouth Title of Person Submitting Policy: CHRISTINE DWYER, MEMBER OF THE PORTSMOUTH CITY COUNCIL AND LEGISLATIVE SUBCOMMITTEE. THE SUBCOMMITTEE SUBMITS THIS FLOOR POLICY ON THE PORTSMOUTH CITY COUNCIL'S BEHALF.

Floor Policy Proposal approved by vote of the governing body on (date): THE PORTSMOUTH CITY COUNCIL APPROVED THIS POLICY BY MAJORITY VOTE ON AUGUST 1, 2016 FOR SUBMISSION AS A FLOOR POLICY TO NHMA AT ITS LEGISLATIVE POLICY CONFERENCE.

To see if NHMA will SUPPORT:

Legislation that defines short term rentals as a home business and permits municipalities to regulate and inspect these businesses for life safety issues.

Municipal interest to be accomplished by proposal:

The State of New Hampshire wants to help encourage the growth of new businesses and to support innovative business models. Legislation that permits local communities to define short term rentals as home businesses and allows them to regulate and inspect these businesses for life safety issues will support the emergence of new businesses while recognizing that there is a public interest in ensuring safety, which would benefit and protect business owners, users and all New Hampshire citizens and communities.

Explanation:

Municipalities want to help improve their local economy and need a way to ensure that new business models are encouraged if conducted in a manner that ensures the safety of all users. Local regulation actually recognizes that new models are emerging. Legislation that defines short term rental businesses as home businesses and permit municipalities to regulate and inspect for life safety issues will recognize the right and obligation of municipalities to protect the health, safety and welfare of their citizens while protecting owners and users and all New Hampshire citizens and communities.

Each proposed floor policy should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem.

Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentaffairs@nhmunicipal.org.

Must be received by August 12, 2016.



**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name) CITY OF PORTSMOUTH Date: AUGUST 2, 2016

City or Town PORTSMOUTH Title of Person Submitting Policy CHRISTINE DWYER, MEMBER OF THE PORTSMOUTH CITY COUNCIL AND LEGISLATIVE SUBCOMMITTEE. THE SUBCOMMITTEE SUBMITS THIS FLOOR POLICY ON THE PORTSMOUTH CITY COUNCIL'S BEHALF.

Floor Policy Proposal approved by vote of the governing body on (date) THE PORTSMOUTH CITY COUNCIL APPROVED THIS POLICY BY MAJORITY VOTE ON AUGUST 1, 2016 FOR SUBMISSION AS A FLOOR POLICY

To see if NHMA will SUPPORT: A POLICY THAT REQUIRES THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION TO ADOPT, DEVELOP AND IMPLEMENT A TYPE II PROGRAM FOR NOISE ABATEMENT ON EXISTING HIGHWAYS.

Municipal interest to be accomplished by proposal:

HIGHWAY TRAFFIC NOISE HAS A NEGATIVE IMPACT ON THE HEALTH, SAFETY AND WELFARE OF NH CITIZENS WHO RESIDE ALONGSIDE EXISTING HIGHWAYS. THE NH DOT'S FAILURE TO ADOPT A TYPE II PROGRAM TO ABATE NOISE ALONG EXISTING HIGHWAYS HAS DEPRIVED MUNICIPALITIES OF FUNDS NEEDED TO CONSTRUCT NOISE BARRIERS TO PROTECT THEIR RESIDENTS.

Explanation:

FUNDING IS NOT AVAILABLE TO CONSTRUCT NOISE BARRIERS ALONG EXISTING HIGHWAYS UNLESS THE STATE ADOPTS A TYPE II PROGRAM. CERTAIN HIGHWAYS WERE CONSTRUCTED OR EXPANDED WITHOUT NOISE BARRIERS. THE VEHICULAR TRAFFIC ON THESE HIGHWAYS HAS INCREASED SUBSTANTIALLY OVER TIME, AS HAS THE NEGATIVE IMPACT OF NOISE ON NEIGHBORHOODS THAT ABUT THESE HIGHWAYS. NH DOT'S FAILURE TO ADOPT A TYPE II POLICY PREVENTS MUNICIPALITIES FROM BEING ABLE TO RECEIVE FUNDING TO CONSTRUCT NOISE BARRIERS WHICH ARE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF NH RESIDENTS.

A sheet like this should accompany each proposed floor policy and should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and

discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentaffairs@nhmunicipal.org. **Must be received by August 12, 2016.**