

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: TUESDAY, SEPTEMBER 3, 2019 TIME: 6:30PM

- 
- 6:00PM – AN ANTICIPATED NON-PUBLIC SESSION RE: COLLECTIVE BARGAINING AGREEMENTS – PORTSMOUTH PROFESSIONAL FIRE OFFICERS ASSOCIATION, PROFESSIONAL FIRE FIGHTERS & EXTENSION OF DEPUTY FIRE CHIEF JAMES HEINZ CONTRACT – RSA 91-A:3, II (a)
  - 6:30PM – PUBLIC DIALOGUE SESSION
- I. WORK SESSION *(There is no Work Session this evening)*
  - II. CALL TO ORDER [7:15 p.m. or thereafter]
  - III. ROLL CALL
  - IV. INVOCATION
  - V. PLEDGE OF ALLEGIANCE
  - VI. ACCEPTANCE OF MINUTES – AUGUST 12, 2019
  - VII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS
  - VIII. PUBLIC DIALOGUE SUMMARY
  - IX. PUBLIC HEARING AND VOTE ON ORDINANCE AND/OR RESOLUTION

## Public Hearing

- XII. Public Hearing on Chapter 7, Article III, Section 7.326 – Limited Parking – Fifteen Minutes

ORDINANCE AMENDING CHAPTER 7, ARTICLE III, SECTION 7.326 – LIMITED PARKING – FIFTEEN MINUTES BY THE ~~DELETION OF MAPLEWOOD AVENUE: EASTERLY SIDE, THE FIRST TWO SPACES COMMENCING 140 FEET NORTHERLY FROM VAUGHAN STREET~~

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

*(Sample motion – move to pass second reading and schedule third and final reading of the proposed Ordinance at the September 16, 2019 City Council meeting, as recommended by the Parking and Traffic Safety Committee)*

B. Public Hearing on Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours

ORDINANCE AMENDING CHAPTER 7, ARTICLE III, SECTION 7.328 – LIMITED PARKING – THREE HOURS – MAPLEWOOD AVENUE: BOTH SIDES, BETWEEN RAYNES AVENUE AND VAUGHAN STREET

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

*(Sample motion – move to pass second reading and schedule third and final reading of the proposed Ordinance at the September 16, 2019 City Council meeting, as recommended by the Parking and Traffic Safety Committee)*

C. First Reading on Chapter 3, Article IX – Distribution of Single-Use Disposables *(Postponed first reading at the August 12, 2019 meeting until the September 3, 2019 meeting)*

Ordinance amending Chapter 3, Article IX – Distribution of Single-Use Disposables *(Sample motion if the Council wishes to proceed – move to pass first reading and schedule a public hearing and second reading at the September 16, 2019 City Council meeting)*

D. Third and Final Reading on Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours

Ordinance amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours – Raynes Avenue: entire street, both sides and Vaughan Street: entire street, both sides *(Sample motion – move to pass third and final reading of the proposed Ordinance, as recommended by the Parking and Traffic Safety Committee)*

X. **MAYOR BLALOCK**

1. Appointments to be Considered:
  - Maryellen Burke to be appointed to the Board of Library Trustees
  - Janaki Fonseka to be appointed to the Board of Library Trustees
  - Lori Soloway to be appointed to the Citywide Neighborhood Blue Ribbon Committee
2. \*Appointment to be Voted:
  - Pat Bagley to be appointed to the Trees and Greenery Committee
3. Appointment of Jane Nisbet to the African Burying Ground Stewardship Committee

XI. **CITY COUNCIL MEMBERS**

**A. COUNCILOR DENTON**

1. \*Request for the Conceptual Regional Digester Evaluation

## XII. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Grant for Household Hazardous Waste Collection (***Sample motion – move to accept and expend a \$4,513.00 DES grant for the purpose of household hazardous waste collection events and authorize the City Manager to execute any documents which may be necessary for this grant contract***)

## XIII. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

### A. CITY MANAGER

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

1. Request for Approval of Agreement between the Portsmouth Police Commission and the Portsmouth Police Ranking Officers Association
2. Request for Approval of Agreement between the Portsmouth Police Commission and the Portsmouth Police Patrolman's Union
3. Request for Approval of Agreement between the Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association
4. Approval Re: Step Increases for Police Chief Robert Merner
5. Report Back Re: Contact Information
6. Ceres Street Compactor/Dumpster Extension of Lease
7. 260 Myrtle Avenue Easement – Acceptance of Utility Easement
8. Market Street Property – Acceptance of Sewer Line Easement
9. 111 Maplewood Avenue Easement

## XIV. CONSENT AGENDA

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

- A. Request for License to Install Projecting Sign for owner Jason J. Mills of BCM Advisory Group LLC for property located at 406 Deer Street (400 The Hill) (***Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

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

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

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

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

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Letter from Valerie Rochon, The Chamber Collaborative of Greater Portsmouth, supporting removing home addresses for Councilors and speakers at City meetings be removed from general publication
- C. Letter from Charles Griffin Re: Proposed Ordinance Regulating Single-Use Disposables requesting the City Council to pass a resolution encouraging voluntary reduction in the use of plastics
- D. Letter from Liz Good, Moderator, North Church of Portsmouth, UCC, requesting permission to hold its annual Gathering On The Bricks at the Market Square location on Sunday, September 15, 2019 from 11:00 a.m. to 12:00 p.m. (***Sample motion – move to refer to the City Manager with power***)

**XVI. CITY MANAGER’S INFORMATIONAL ITEMS**

- 1. Report Back Re: PFAS Drinking Water Standards
- 2. Market Square Upgrade
- 3. Rock Street Park Renovations Press Release

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

**XVIII. ADJOURNMENT [at 10:00 p.m. or earlier]**

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

*\* Indicates verbal report*

## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: MONDAY, AUGUST 12, 2019

PORTSMOUTH, NH  
TIME: 7:00PM

---

At 6:15 p.m., An Anticipated Non-Public Session was held in accordance with RSA 91-A:3, II (a) regarding Collective Bargaining for the Police Patrolman's Union, Police Civilian Employees Association, Portsmouth Police Ranking Officers and Police Chief Salary Adjustment.

### **I. WORK SESSION**

*There was no Work Session this evening.*

### **II. CALL TO ORDER**

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

### **III. ROLL CALL**

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

### **IV. INVOCATION**

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

### **V. PLEDGE OF ALLEGIANCE**

Mayor Blalock led in the Pledge of Allegiance.

### **PRESENTATION**

1. Keno & Sports Betting, Kelley-Jaye Cleland, NH Lottery Director of Sales and Product Development

Ms. Cleland provided an overview of the approval to allow Keno in New Hampshire. She reported that Keno was launch in December of 2017 and runs from 11:00 a.m. – 1:00 a.m. in the 191 locations for which it has been voted upon by the municipality to allow the game. She explained that no issues have been reported in the municipalities that hold the game. She indicated that retailers are pleased with the game and its operations.

Councilor Denton asked if Portsmouth could only allow Keno by non-profits. Ms. Cleland said no. ‘

Ms. Cleland also stated there is little to report on Sports Betting in New Hampshire. Mayor Blalock stated we are not dealing with Sports Betting this evening.

Ms. Cleland advised the City Council that Rochester, Keene, Dover and Concord will have the Keno question on their ballot in November.

Assistant Mayor Lazenby said he would suspend the rules to bring the vote forward after the Public Comment Session is held.

## **VI. ACCEPTANCE OF MINUTES – JULY 15, 2019**

**Councilor Pearson moved to accept and approve the minutes of the July 15, 2019 City Council meeting. Seconded by Councilor Roberts and voted.**

**Assistant Mayor Lazenby moved to suspend the rules to take up Items XIII. A.1. – Request for Approval of Agreement between the Portsmouth School Board and Association of Portsmouth Teachers, XV. C. – Redevelopment Proposal for the McIntyre Project from Carlisle Capital, XI. B.1. – Resolution/Certificate of Authority to Apply to Acquire the Thomas J. McIntyre property for Historic Monument Purposes and XI. B.2. – Vote to Authorize the City Manager to Enter into a Development Agreement with SoBow Square, LLC following the Public Comment Session. Seconded by Councilor Becksted and voted.**

## **VII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**

*There are no Recognitions and Volunteer Committee Reports this evening.*

## **VIII. PUBLIC COMMENT SESSION**

Jennifer Pearl stated she supports the Redgate/Kane Project.

George Remick said Portsmouth needs Keno and feels that the voters should make the decision.

Katie Mederios said the McIntyre Project has been a long and thoughtful process. She stated the project must move on. She spoke to the financial aspects of the project and recommended the City Council support Redgate/Kane.

Michael Griffin spoke in support of a question on the ballot to allow Keno in Portsmouth. He said revenues from Keno come back to the community and that the Redgate/Kane is a win, win proposal and in the best interest of the City.

Andrew Fleisher said he supports what is best for the City, which is the Redgate/Kane Project. He said the proposal will make downtown the continued jewel that it is.

Bob Marchewka said that the McIntyre Project is a difficult decision for the City Council. He said the Redgate/Kane Project is no money spent up front by the City and the City will be part of profit share.

Jill McFarland thanked the City Council for their due diligence on the McIntyre Project. She feels the City is open to the process.

Bernie Mulligan spoke in favor of the McIntyre building but is opposed to the Redgate/Kane project. He said the post office should remain at the McIntyre building. He spoke in support of the Binnie proposal and urged the Council to consider it.

Eli Sokorelis spoke in support of placing the Keno question on the ballot. He said he owns an establishment in Seabrook and Keno is very popular. He said Portsmouth should allow the game.

John Mikolocyk spoke in support of Keno in Portsmouth and placing the question on the November ballot.

Sean Sullivan spoke in favor of having Keno in the City. He said it is important to let the people in the City speak and to place the question on the ballot.

Bill Binnie asked the City not to do the Redgate/Kane project. He spoke to his proposal for the McIntyre building and said he is one of the biggest developers in New Hampshire. He said he could do his project at a fraction of the cost of Redgate/Kane.

Paul McEachern said he has read the items of Redgate/Kane project and it does not provide meaningful open public space in the City. He said this will get a clinical judgement in November in the ballot box.

Peter Weeks said the City Council has done yeomen's work on the project. He said Mr. Binnie can do the project he has submitted. He asked the Council not to forward the project application to the National Park Service with the Redgate/Kane Project. He stated there is no deadline to vote on the project this evening.

Paige Trace spoke in favor of Mr. Binnie's proposal. She requested that the City Council exercise the power that people gave them when they were elected to the Council. She recommended that the Council give Mr. Binnie time to present his proposal to the City Council. Ms. Trace said the Council needs to do what is right for future generations.

Deaglan McEachern asked the City Council not to submit the application to the National Park Service. He said the plan can be amended at any time and the Council should consider the plan with a preferred partner. He said the Redgate/Kane Agreement is not in the best interest of the City.

Michael Simchik said the Binnie Proposal demands your review. He said the post office should remain at the site and a clause should be inserted that no hotel would be put in the building.

Tim Montminy thanked the City Council for their work on the McIntyre project. He said Mr. Binnie's plan needs lots of permits and permissions. He said the intent of submitting this plan is to notify the City of a future lawsuit.

Martha Fuller Clark said it is disappointing that the City Council will not consider Mr. Binnie's proposal. She stated the plan is more accommodating to returning the post office to the downtown. She said there cannot be any more large buildings built in the heart of our downtown.

Johanna Soris spoke on handicapped parking availability at the McIntyre building. Mr. Binnie's proposal is for 100 parking spaces. She requested that the City Council vote to pause on this matter.

Christina Lusky said the vote should be postponed and that the Binnie Proposal needs more review. She requested that the City Council not push through the Redgate/Kane plan.

Jeffrey Cooper said the City should let the people decide on this matter. He said the Council is elected to represent the people and this is the time to listen to the people. He said he does not like the Redgate/Kane project and more input needs to be held for the public.

Esther Kennedy asked if there was going to be surety bond, what will happen to the historic building, is it true that Assistant Mayor Lazenby had the motion drafted after the last Council meeting. She said the question regarding the McIntyre should be placed on the ballot.

Aaron Jones spoke in favor of the operations of Keno and would like the question on the ballot in November.

Peter Somssich asked the City Council to give time and consideration to the Binnie plan. He said Mr. Binnie's plan provides more benefit and financial redeveloping businesses into the building. He said the McIntyre project has torn the City apart and we need to bring people together.

Paul Lessard spoke in support of Keno and having the question placed on the ballot.

Paul Mandle said the public benefit before the current City Council is not enough and there needs to be more provided in financial gain for a 75 year lease on 2 acres downtown.

Bill Downey said he was here on June 26, 2016 and spoke on the GSA and National Park Service and it is unfortunate that we are at this spot, and it is a real failure. He stated he holds the City and City Council responsible because there is a failure to understand. Mr. Downey urged the Council to do the right thing.

Fernando Amato, Seabrook resident, said he has followed the project for a long time and spoke in support of the Redgate/Kane Proposal. He said the process has been thoughtful and it is important to follow someone that is passionate.

Scott McQuade, Rye resident, spoke in support of the Redgate/Kane Proposal.

### **KENO Vote**

**Assistant Mayor Lazenby moved that the following referendum question be placed on the ballot for the regular municipal election to be held on November 5, 2019;**

**Shall we allow the operation of KENO games within the City of Portsmouth?**

**Further, that a public hearing be held by the City Council on the question at least 15 days but not more than 30 days before the question is to be voted on and that the public hearing be noticed as required by RSA 284:51. Seconded by Councilor Pearson.**



Councilor Denton asked if the Council is voting to place the question on the ballot, then you would need to establish a public hearing.

Assistant Mayor Lazenby asked should we speak about a public hearing as part of the motion. City Attorney Sullivan said you should do it all at once.

Councilor Dwyer asked what the purpose of the public hearing is. City Attorney Sullivan said it is to bring the matter to the attention of the voters.

Councilor Pearson said the last time there was no interest in having the question on the ballot, however many came to a Public Dialogue Session to have the question placed on the ballot, therefore she supports the motion.

Councilor Denton said back in January and February he advised the establishment to please get the signatures to have the question on the ballot but at this point, they need the City Council's help to get the question on the ballot.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

Mayor Blalock said he does not want to have the question on the ballot.

Assistant Mayor Lazenby returned the gavel to Mayor Blalock.

Councilor Dwyer said there was no interest in the last municipal election to have the question on the ballot. She said she does not feel that voters will vote to have keno but does not feel it is a viable strategy.

**Motion passed.**

### **XIII. CITY MANAGERS ITEMS WHICH REQUIRE ACTION**

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

1. Request for Approval of Agreement between the Portsmouth School Board and the Association of Portsmouth Teachers

City Manager Bohenko said the School Board has successfully negotiated a contract with the Association of Teachers. He said the contract has been reviewed by the City Council and there is a letter outlining the items of the contract that have changed. He indicated the information has been posted on the website and recommends adoption of the contract through June 30, 2022.

**Assistant Mayor Lazenby moved to accept the proposed Three (3) Year Agreement between the City of Portsmouth and the Association of Portsmouth Teachers from July 1, 2019 to expire on June 30, 2022. Seconded by Councilor Becksted.**

Councilor Dwyer said she will not support the contract because of a provision across all our contracts regarding the 10 year rolling COLA and it is not fair to continue that for dollar amounts which do not make much difference. She said that it is a bad practice to not have the rolling COLA in this contract.

Assistant Mayor Lazenby said he would support the motion. He said this is an interesting set of details to look into. He said this is good faith progress to move forward and that this is a win win contract.

Councilor Becksted said he would support the contract.

Mayor Blalock pass the gavel to Assistant Mayor Lazenby.

Mayor Blalock said he supports the contract.

Assistant Mayor Lazenby returned the gavel to Mayor Blalock.

Councilor Roberts said there is a higher COLA in this contract. He said he would support moving the contract forward and advocate for the 2% COLA.

Councilor Reynolds said he had the same concerns as Councilor Dwyer. He said he has had a conversation with the union president and there are other provisions of the contract that are positive and appreciates the efforts of the teachers, as they gave up longevity in the contract.

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

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

### **C. Redevelopment Proposal for the McIntyre Project from Carlisle Capital**

*Councilor Denton moved to postpone action on this matter at this time. No second received.*

*Councilor Becksted moved to have a presentation on the Binnie Proposal this evening. No second received.*

**Assistant Mayor Lazenby moved to refer the redevelopment proposal to the McIntyre Subcommittee. Seconded by Councilor Reynolds.**

Councilor Denton said the Council has received various forms of communication from individuals living in and outside of the City regarding the McIntyre Project. He stated he wished Mr. Binnie had brought forward his project in 2017 for the City Council to review. Councilor Denton said we need to be brought together and make things happen at the site.

Councilor Raynolds said he is pleased that Assistant Mayor Lazenby made a motion to refer the Binnie proposal to the McIntyre Subcommittee. He said the City has been at this process for a long time and it is well down a path. He stated he would like to see some process with the Subcommittee and to have them come back to the City Council.

Councilor Dwyer asked what the expectations are for the Subcommittee. She said the Subcommittee could propose questions and align with the principles for the project.

Assistant Mayor Lazenby said he has met with and reviewed Mr. Binnie's proposal. He said the Council needs to respect a proper process. He said is there room to bring the proposal forward and indicated the right step is to refer this proposal to the Subcommittee.

Councilor Becksted said he hoped to find out if this is a viable economical process. He said the City Council needs to do what is in the best interest of the residents. He said he does not support moving forward with the current project as it is not viable for residents. He said the proposal from Mr. Binnie does lower density and there are no time restrictions. He asked the City Council to give the proposal the merit it deserves in the next 30 days for review.

Councilor Perkins said this has been a competitive transparent process.

Assistant Mayor Lazenby stated the City needs to complete the process they're going through right now.

Councilor Roberts said the only fair thing at this point would be to vote out the Redgate/Kane project, start all over and have the full discussion again. He said there are many questions that would need to be addressed with Mr. Binnie's plan and his plan is very late in the process. He further stated the City's reputation is to follow through with what it is doing.

Councilor Dwyer said the referral to the Subcommittee could do an analysis of the plan. She said the Subcommittee could look at what will and will not fit.

*Councilor Raynolds moved to amend the motion to include specifications of proposal and meeting with Mr. Binnie. No second received.*

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

## XI. CITY COUNCIL MEMBERS

### MCINTYRE SUBCOMMITTEE

#### **B. COUNCILOR ROBERTS & COUNCILOR DWYER & COUNCILOR PERKINS**

1. Resolution/Certificate of Authority to Apply to Acquire the Thomas J. McIntyre property for Historic Monument Purposes

**Councilor Perkins moved to adopt the resolution, as presented, and authorize the City Manager to carry out the resolution. Seconded by Councilor Dwyer.**

Deputy City Manager Colbert Puff spoke regarding the GSA process. She said we were excited to have a roof top space but the GSA would not approve that. She said we needed to do enough due diligence and review topographical issues and environmental items, She said we are ready to make application to the National Park Service.

Councilor Perkins said 40 public meetings have been held on this and at the last election we had public input, and we have for the last 6 months. She said hours and hours have been spent on this. She said everyone needs to understand that the City Council and City have very thoughtfully considered the project and she is ready to move forward.

**Councilor Becksted moved to amend to postpone for the next 60 days for the experts to review Mr. Binnie's proposal. Seconded by Councilor Raynolds.**

Councilor Becksted said the building and process can start for more than 60 days. He said give the residents time, it will not change anything, a simple pause to respect the residents. He said Mr. Binnie is a more respectful project.

Councilor Denton said there will be delays over actually being able to start on the property. He said we need to go through land use boards and site review and then start the process. He stated the National Park Service may ask for changes and we would have time to make those changes.

Councilor Raynolds said leadership is to recognize new information. He feels the process has been well followed. He said he feels resign about where we have ended up. He stated he would like to consider an alternative.

Assistant Mayor Lazenby said being respectful is important and there has been a process for the last couple of years and other entities were welcomed to take part. He said our partner has worked with us in good faith and it would be disrespectful to not move forward. He stated there are going to be a great deal of other projects that we need to respect the effort and time put in.

Councilor Dwyer said she agrees with comments made by Assistant Mayor Lazenby. She said we have been totally flooded by people asking the City Council to move forward and that there has been fairness with the process.

Councilor Becksted asked if denying the 60 day process are we bound by Redgate/Kane. City Attorney Sullivan said when the Development Agreement is signed.

**On a roll call vote 2-7, motion to amend and postpone the vote for the next 60 days for the experts to review *failed* to pass. Councilors Raynolds and Becksted voted in favor. Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Perkins and Mayor Blalock voted opposed.**

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

2. Vote to Authorize the City Manager to Enter into a Development Agreement with SoBow Square, LLC

**Councilor Perkins moved to authorize the City Manager to execute a Development Agreement with SoBow Square, LLC regarding redevelopment of the McIntyre building in substantial conformance with the Agreement presented to the Council this evening. Seconded by Councilor Pearson.**

*Councilor Becksted moved to deny the request. No second received.*

Deputy City Manager Colbert Puff said the application becomes part of the transfer and part of the deed in order to change the uses you would need to amend the deed.

Attorney Sokul said the way the documents are set up, the application would carry over to the deed.

Councilor Perkins said to have that in encoded in the deed and the lease would be part of the deed.

Councilor Roberts asked if there would be a value to disallow the hotel. He said he would move to make a hotel prohibited in the ground lease.

Councilor Dwyer asked about the City losing the financing partner. Attorney Sokul said the City committed to finance and institutional equity debtor and there will be financial guarantee.

Mr. Eaton said the developer had concerns about what the ground lease would be. He stated if we could keep the ground lease and touch other sources of revenue beginning in year 11 the City gets 1% of revenues which is favorable for the City. Mr. Eaton further spoke to refinancing at 75 years and the rate of return profit would be 20%.

Assistant Mayor Lazenby asked about Mr. Binnie waiving the interest and our fee on how the Redgate/Kane project would be risky or not.

Mr. Eaton said the debt phase is less risky if the property does not perform by the proforma the City is not subordinate to the financing with the City rent is prioritized.

Assistant Mayor Lazenby asked Deputy City Manager Colbert Puff to speak to the post office and loading dock and how that is preserved in this project. Deputy City Manager Colbert Puff stated the plan secures the square footage and there will be a loading area. Assistant Mayor Lazenby asked about the commitment to welcome and offer the post office to return. Deputy City Manager Colbert Puff state that the post office is looking at different sites in the downtown.

Councilor Roberts said whether the boards would have authorization over the project the developer must go to the land use boards and is that written in the agreement.

Assistant Mayor Lazenby spoke regarding the ground lease and prohibiting a hotel, should that be part of the motion now.

Deputy City Manager Colbert Puff said if you have specific suggestions you should provide them to her and she will get them to Attorney Sokul for review.

Councilor Dwyer said we are not approving the ground lease.

Councilor Roberts said we disallow a hotel when we approve the development agreement.

Councilor Perkins said she agrees adding the language to disallow a hotel at this time. Councilor Pearson agreed as the second to the motion.

**On a roll call 8-1, voted to authorize the City Manager to execute a Development Agreement with SoBow Square, LLC regarding redevelopment of the McIntyre building that disallows a hotel in substantial conformance with the Agreement presented to the Council this evening. Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Perkins, Raynolds and Mayor Blalock voted in favor. Councilor Becksted voted opposed.**

At 9:42 p.m., Mayor Blalock declared a brief recess. At 9:55 p.m., Mayor Blalock called the meeting back to over.

## **IX. PUBLIC HEARING AND VOTE ON ORDINANCE AND/OR RESOLUTION**

### **Public Hearing**

#### **A. Public Hearing on Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours**

**ORDINANCE AMENDING CHAPTER 7, ARTICLE III, SECTION 7.328 – LIMITED PARKING – THREE HOURS – RAYNES AVENUE: ENTIRE STREET, BOTH SIDES AND VAUGHAN STREET: ENTIRE STREET, BOTH SIDES**

Mayor Blalock read the legal notice.

- **PRESENTATION**

Parking & Transportation Engineer Eby explained that this is for three hour parking on Raynes and Vaughan Street.

- **CITY COUNCIL QUESTIONS**

There were no questions by the Council.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock declared the public hearing open. With no speakers Mayor Blalock declared the public hearing closed.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

**Councilor Roberts moved to pass second reading and hold third and final reading at the September 3, 2019 City Council meeting. Seconded by Councilor Pearson and voted.**

**B. First Reading on Chapter 3, Article IX – Distribution of Single-Use Disposables**

Ordinance amending Chapter 3, Article IX – Distribution of Single-Use Disposables

Mayor Blalock requested that instead of having an ordinance that a City Policy be created and see what the unintended consequences are.

**Councilor Denton moved to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting.**

City Manager Bohenko said he has reviewed the ordinance and if we adopted it, it would have some ambiguities and enforcement issues. He said a policy can be changed by the City Council at the following meeting versus waiting six to eight weeks for a change to an ordinance. He stated he would like to work through the differences and make amendments to the policy because it seems like it would be more beneficial.

Councilor Denton said that the ordinance is just for City property. He said we would have a citywide ban on Styrofoam and the ordinance can be changed by writing to him. He stated this started with plastic shopping bags. He said it would require businesses to have customers ask for straws and would become effective December 31, 2019. He said we need second reading and public hearing on this matter.

Councilor Becksted said some people are concerned with sporting events on school grounds.  
Councilor Denton said he has noted to make changes relative to sporting events on school grounds.

Councilor Dwyer asked where the citywide ban on Styrofoam is in the ordinance.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

**Mayor Blalock moved to postpone first reading until September 3, 2019. Seconded by Councilor Dwyer and voted. Councilor Becksted voted opposed.**

**C. First Reading on Chapter 7 – Limited Parking – Fifteen Minutes**

Ordinance amending Chapter 7, Article III, Section 7.326 – Limited Parking – Fifteen Minutes – by deletion of Maplewood Avenue: easterly side, the first two spaces commencing 140 feet northerly from Vaughan Street

**Councilor Reynolds moved to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting. Seconded by Councilor Roberts and voted.**

**D. First Reading on Chapter 7 – Limited Parking - Three Hours**

Ordinance amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours  
Maplewood Avenue: both sides, between Raynes Avenue and Vaughan Street

**Assistant Mayor Lazenby moved to pass first reading and schedule a public hearing and second reading at the September 3, 2019 City Council meeting. Seconded by Councilor Roberts and voted.**

**E. Third and Final Reading on Proposed Parking & Traffic Safety Omnibus**

Ordinance amending Chapter 7, Article III, Traffic Ordinance, Section 7.330: No Parking

Ordinance amending Chapter 7, Article III, Traffic Ordinance, Section 7.336: One-Way Streets

Ordinance amending Chapter 7, Article V – Bicycle Regulations, Section 7.510: Unattended Bicycles

Ordinance amending Chapter 7, Article VI – Truck Loading/Unloading Zones Established, Section 7.601: Limited Hours

Ordinance amending Chapter 7, Article VI – Truck Loading/Unloading Zones Established, Section 7.602: 24-Hour

Ordinance amending Chapter 7, Article VI – Truck Loading/Unloading Zones Established, Section 7.603: Loading/Unloading of Live Parked Vehicles



Ordinance amending Chapter 7, Article VI – Truck Loading/Unloading Zones Established, Section 7.604: Loading Zone Permits

Ordinance amending Chapter 7, Article XI – Speed Limits, Section 7.1100: Speed Limits - 25 MPH – Dodge Avenue

Ordinance amending Chapter 7, Article XVII – Moped Regulations, Section 7.1702: Parking

**Assistant Mayor Lazenby moved to pass third and final reading, as presented. Seconded by Councilor Dwyer.**

Councilor Roberts said Parking & Traffic Safety Committee looked at Hill Street and only five spaces are on City property.

**Councilor Roberts moved to suspend the rules to allow the ordinance to be amended at third reading. Seconded by Councilor Dwyer and voted.**

**Councilor Roberts moved to reverse the previous City Council vote to remove the provision on Hill Street from the Parking Omnibus. Seconded by Assistant Mayor Lazenby and voted. Councilor Becksted voted opposed.**

**Main motion passed as amended.**

## **X. MAYOR BLALOCK**

1. Appointment to be Considered:
  - Pat Bagley to be appointed to the Trees and Greenery Committee

The City Council considered the appointment of Pat Bagley to the Trees and Greenery Committee to be voted on at the September 3, 2019 City Council meeting.

## **XI. CITY COUNCIL MEMBERS**

### **A. ASSISTANT MAYOR LAZENBY**

1. PFAS and Drinking Water Standards

**Assistant Mayor Lazenby moved to request a report back regarding new NHDES Standards for PFAS and Drinking Water Standards. Seconded by Councilor Becksted.**

Assistant Mayor Lazenby said on the website you can find in the Water Division of Public Works information regarding PFAS. He would like to hear from the staff and ask questions regarding this matter.

Councilor Dwyer said there is a move in the communities to pressure the State to release MBTA Funds.

**Motion passed.**

**C. COUNCILOR ROBERTS**

1. Discount Program for Foundry Garage

Councilor Roberts said that downtown parking exceeds 85% but the monthly passes demand is low. He said he would like to see the rates reduced. He would also like to come up with a way to increase the use of the Foundry Garage by selling block passes to businesses.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

**Mayor Blalock moved to refer to the Fee Committee with consultation input from Ben Fletcher Parking Director. Seconded by Councilor Perkins.**

Discussion followed regarding whether to proceed forward with the motion.

*Mayor Blalock withdrew his motion and Councilor Perkins her second to the motion.*

Councilor Roberts advised the City Council he would be bringing this matter back at the September 3, 2019 meeting for action.

**D. COUNCILOR PEARSON**

1. Contact Information

Councilor Pearson said she would like to discuss removing Councilors addresses from the website and other correspondence. She said there is a safety concern and if someone wants to reach a City Councilor they could email them or send correspondence to City Hall.

**Councilor Pearson moved to remove home addressed of City officials from the web page. Seconded by Councilor Raynolds.**

Councilor Dwyer said the only thing she would raise is there was a concern what ward a councilor represents.

Councilor Becksted said he has no problem having his contact information listed.

Assistant Mayor Lazenby said he supports the idea and it could be accomplished by listing what ward or neighborhood a councilor lives in.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

Mayor Blalock said there are other ways to find out where a City Councilor lives.

Councilor Pearson withdrew her motion and Councilor Reynolds his second to the motion.

The City Council agreed to refer this matter to City Manager Bohenko and City Clerk Barnaby to bring back with a recommendation at the September 3, 2019 City Council meeting.

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

- A. Acceptance of Donation to the Coalition Fund
- Town of Carroll - \$2,000.00

**Assistant Mayor Lazenby moved to approve and accept the donation, as listed, to be placed in the Coalition Fund. Seconded by Councilor Perkins and voted.**

- B. Approval of Grant and Donations
- ICAC Forensic Shield Grant Agreement
  - Acceptance of Donation from Police Chaplain Jeff Pelkey to the Portsmouth Police K-9 Program in the amount of \$1,000.00

**Councilor Reynolds moved to accept and approve the ICAC Forensic Shield Grant Agreement and the donation from Police Chaplain Jeff Pelkey to the Portsmouth Police K-9 Program in the amount of \$1,000.00. Seconded by Councilor Perkins and voted.**

## **XIII. CITY MANAGER ITEMS WHICH REQUIRE ACTION**

### **A. CITY MANAGER**

**Assistant Mayor Lazenby moved to adopt the City Manager's Consent Items. Seconded by Councilor Perkins and voted.**

- Request for Approval of Agreement between the Portsmouth School Board and the Association of Portsmouth School Administrators (***Sample motion – move to accept the proposed Three (3) Year Agreement between the City of Portsmouth and the Association of Portsmouth School Administrators from July 1, 2019 to expires on June 30, 2022***)
- Request for Approval of Agreement with Portsmouth Management Association (***Sample motion – move to accept the proposed contract with the Professional Management Association for a three (3) year Agreement from July 1, 2019 to expire on June 30, 2022***)
- Easement Re: 46-64 Maplewood Avenue (***Sample motion – move that the City Manager be authorized to negotiate, execute, accept and record any necessary documents similar to those contained in the City Council Packet that are required to complete the development at 46-64 Maplewood Avenue in accordance with the HDC's Conditional Use Permit and the***

***Site Plan Approved by the Planning Board or as amended and approved administratively by the Planning Director)***

4. Request to Waive Fees Re: Portsmouth Housing Authority Court Street Workforce Housing Project

Craig Welch, PHA Director said that this is for workforce housing and there is a plan to construct the project on Court Street. He said this is an important investment and their request is to waive the building permit fees that could be \$100,000.00 to \$150,000.00.

City Manager Bohenko spoke in support of the request to waive the fees.

**Councilor Perkins moved to grant a waiver to PHA Housing Development Ltd. or its assigns for the purpose of developing an affordable housing project at 160 Court Street. Seconded by Councilor Pearson.**

Councilor Becksted said we have many non-profits and finds it out of the ordinary for this type of favor being given.

Councilor Perkins said she supports the motion and this would be consistent with our Housing Policy.

**Motion passed. Councilor Becksted voted opposed.**

5. Proposed Cate Street Land Swap and Cate Street Connector Road Development

Planning Director Walker provided a detailed presentation outlining existing conditions of Bartlett, Cate and Islington Streets. She reported that truck traffic accounts for 2-3% of traffic on Bartlett Street. She spoke to the layout of the road and stated that there would be a bike lane with a use path as well as a redesign of the intersection. Planning Director Walker spoke to the summary of traffic analyses and the impact of Cate Street Extension with proposed mixed use development.

*Summary of Pros and Cons for Creation of New Road*

Pros

- Modest reduction in cut-through traffic (and elimination of truck traffic) through Bartlett residential neighborhood and on Woodbury between Dennett and Bartlett
- More direct access to Borthwick and Hospital from West End
- Improved bicycle and pedestrian connections
- Relocation of vehicle queue from residential portion of Bartlett to new Cate from traffic approaching Islington signal
- Less blockage of Cate at Cate / Bartlett intersection by reassigning STOP control

*Summary of Pros and Cons for Creation of New Road*

Cons

- Longer delay for Bartlett traffic approaching from north of Cate to access Islington, due to STOP on Bartlett and queues on Cate
- Intersection improvements will be required at Route 1 Bypass and may be required at Coakley/Cottage in the future
- Peak demand queuing from Islington Street / Bartlett Street intersection will likely increase – won't fix existing deficiencies created by railroad bridge

Development Agreement

*Costs proposed to be the sole responsibility of the developer:*

- Planning, design, permitting and construction documents prepared related to the public road to date
- Relocation of public sewer and water lines with the exception of a portion of a public sewer line that currently extends from the Route 1 Bypass to the rear of the existing U-Haul property for which the City has no documented easement
- Public realm improvements within land to be transferred to the City
- Design, permitting, engineering, and construction of all utilities and upgrades required to service the new mixed used development
- City's legal fees and costs associated with the land swap

*Costs proposed to be shared equally by the City and the developer (50%/50%)*

- Engineering, permitting, and construction of the proposed public road
- Engineering, permitting, and construction of the improvements to the intersection with Route 1 Bypass

*Transfer of land for new road:*

- The transfer of land for the public road shall be transferred to the City regardless of whether the City Council approves construction of the new road at this time. This will enable the City to move forward with construction of the road, at its sole cost, at a future date if desired.
- If the Council does not approve construction of the road at this time, the Developer will have the right to construct (at their sole cost) a driveway across the City's property for the purposes of accessing the new development.

**Assistant Mayor Lazenby moved to approve the requested land swap, and, that the City Manager be authorized to negotiate and execute the development agreement in substantial conformance as presented. Seconded by Councilor Reynolds.**

Councilor Denton said he would like to see daylighting at Hodgdon Brook.

Councilor Roberts asked about developers addressing the railroad bridge. Planning Director Walker said staff will do an analysis and during development review the process of where and what would be allocated to developers.

Councilor Dwyer asked if the Planning Board approved this. Planning Director Walker said they approved the landscape and connector road as a concept.

**Motion passed.**

**XIV. CONSENT AGENDA**

**Councilor Denton moved to adopt the Consent Agenda. Seconded by Councilor Roberts and voted.**

- A. Letter from Ron Snow, Arthritis Foundation, requesting permission to hold the 2019 Jingle Bell Run for Arthritis on Sunday, December 1, 2019 at 9:30 a.m. (***Anticipated action – move to refer to City Manager with power***)
- B. Request for License to Install Projecting Sign for owner Mark McNabb of Martingale, LLC, Martingale Wharf Restaurant for property located at 99 Bow Street (***Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

**Planning Director's Stipulations**

- ***The license shall be approved by the Legal Department as to content and form;***
  - ***Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and***
  - ***Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works***
- C. Request for License to Install Projecting Sign for owner Ken & Lauren Wolf of Portsmouth Soap Company for property located at 175 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 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. Letter from Barbara Massar, Pro Portsmouth, Inc, requesting permission to hold the following events:
- First Night Portsmouth 2020 – Tuesday, December 31, 2019; 4pm – Midnight
  - Children’s Day – Sunday, May 3, 2020; Noon – 4pm
  - 43<sup>rd</sup> Annual Market Square Day & 10K Road Race – Saturday, June 13, 2020; 9am – 4pm
  - 18<sup>th</sup> Annual Summer in the Street, Saturday evenings – July 4<sup>th</sup>, July 11<sup>th</sup>, July 18<sup>th</sup>, July 25<sup>th</sup> and August 1<sup>st</sup> – 5:00pm – 9:30pm
- (Anticipated action – move to refer to the City Manager with power)**
- E. Letter from Debbie Roy, Big Brothers Big Sisters, requesting permission to hold the annual Stiletto Sprint on Saturday, June 20, 2020 from 1pm – 4pm **(Anticipated action – move to refer to the City Manager with power)**
- F. Letter from Melissa Walden, American Lung Association, requesting permission to hold the 11<sup>th</sup> annual American Lung Association Cycle the Seacoast ride on Sunday, May 3, 2020 from 7:00 a.m. – 3:30 p.m. **(Anticipated action – move to refer to the City Manager with power)**

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

- A. Email Correspondence

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

- B. Letter from Jeffrey Cooper regarding the McIntyre Project

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

- D. Letter from Jim Splaine regarding the McIntyre Project

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

## **XVI. CITY MANAGER’S INFORMATIONAL ITEMS**

1. *Presentation* – Update Re: Statistical Revaluation – Rosann Lentz, Assessor & Michael Tarello, Vision Government Solutions

City Manager Bohenko advised the City Council that this Presentation will take place at the next City Council meeting.

2. Memorandum regarding Sewer Connections

There was no discussion regarding this matter.

3. Memorandum Re: Coakley Landfill Group / New PFAS Standards

Assistant Mayor Lazenby has a report coming back at the next City Council meeting regarding the New PFAS Standards.

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

**XVIII. ADJOURNMENT [at 10:00 p.m. or earlier]**

**At 10:50 p.m., Assistant Mayor Lazenby moved to adjourn. Seconded by Councilor Roberts and voted.**



KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK



## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, September 3, 2019 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 7, Article III, Section 7.326 – Limited Parking – Fifteen Minutes by the *deletion* of ~~Maplewood Avenue: easterly side, the first two spaces commencing 140 feet northerly from Vaughan Street.~~ The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC/CNHMC  
City Clerk

### LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, September 3, 2019 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 7, Article III, Section 7.326 – Limited Parking – Fifteen Minutes by the *deletion* of ~~Maplewood Avenue: easterly side, the first two spaces commencing 140 feet northerly from Vaughan Street.~~ The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC/CNHMC  
City Clerk

PH0044267

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III, Section 7.326 – **LIMITED PARKING – FIFTEEN MINUTES** sub-section A of the Ordinances of the City of Portsmouth which shall read as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

**Section 7.326: LIMITED PARKING – FIFTEEN MINUTES**

- A. No person having control or custody of any vehicle shall stop or cause the same to stop or park for longer than 15 minutes at any time between the hours of 9:00 a.m. and 8:00 p.m. Monday through Saturday, and between 12:00 p.m. and 8:00 p.m. Sunday, Holidays not included, on the following streets and locations:

**~~9-Maplewood Avenue: easterly side, the first two spaces commencing 140 feet northerly from Vaughan Street~~**

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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

ADOPTED BY COUNCIL:

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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, September 3, 2019 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours – Maplewood Avenue: both sides, between Raynes Avenue and Vaughan Street. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC/CNHMC  
City Clerk

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, September 3, 2019 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours – Maplewood Avenue: both sides, between Raynes Avenue and Vaughan Street. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC/CNHMC  
City Clerk

PN0048268

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III, Section 7.328 – **LIMITED PARKING - THREE HOURS** sub-section A of the Ordinances of the City of Portsmouth which shall read as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Section 7.328: **LIMITED PARKING - THREE HOURS**

- A. No person having control or custody of any vehicle shall stop or cause the same to stop or park for longer than three hours at any time between the hours of 9:00 a.m. and 8:00 p.m. Monday through Saturday, and between 12:00 p.m. and 8:00 p.m. Sunday, Holidays excluded, on the following streets and locations:

**Maplewood Avenue: both sides, between Raynes Avenue and Vaughan Street**

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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

ADOPTED BY COUNCIL:

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

1 ORDINANCE#  
2 THE CITY OF PORTSMOUTH ORDAINS

3  
4 That the Ordinances of the City of Portsmouth are hereby amended, by  
5 the addition of a new section entitled Chapter 3, Article IX, Section  
6 3.901 - **DISTRIBUTION OF SINGLE-USE DISPOSABLES** which  
7 shall read in pertinent part as follows

8 **CHAPTER 3**

9 **PUBLIC HEALTH**

10 **ARTICLE IX: DISTRIBUTION OF SINGLE-USE DISPOSABLES**

11 **3.901: PURPOSE**

12 The City of Portsmouth recognizes that limiting the distribution of  
13 single-use disposables is necessary for the protection of both the  
14 environment of the municipality and the public health, safety, and  
15 welfare of its citizens.

16 **3.902: DEFINITIONS**

17 For the purpose of this Section, the following definitions apply:

18 *Composting Facility*: a solid waste compost facility pursuant to the  
19 Maine Solid Waste Management Rules: Composting Facilities, 06-096  
20 CMR 410 or equivalent; the Maine Hazardous Waste, Septage and Solid  
21 Waste Management Act, 38 M.R.S.A. §§ 1301 to 1319-Y or equivalent,  
22 and Maine's other Solid Waste Management Rules or equivalents.

23 *Cost Pass-Through*: the cost which must be collected by retailers from  
24 their Customers when providing a Single-Use Carryout Bag or a Single-  
25 Use Cup.

26 *Customer*: any Person obtaining goods from a Store.

1 *Food Service Establishment*: any restaurant, take-out food establishment,  
2 or any other business that is required to obtain a valid food service  
3 license from the Public Health Department of the City of Portsmouth.  
4 Food Service Establishments do not include Nonprofit Food  
5 Establishments.

6 *Medical Facility*: a business or nonprofit that has a primary purpose of  
7 providing medical services.

8 *Nonprofit Charitable Reuser*: a charitable organization or a distinct  
9 operating unit or division of the charitable organization, that reuses and  
10 recycles donated goods or materials and receives more than fifty percent  
11 (50%) of its revenues from the handling and sale of those donated goods  
12 or materials. To be considered a Nonprofit Charitable Reuser, the entity  
13 must meet the terms of section 501(c)(3) of the U.S. Internal Revenue  
14 Code (26 U.S.C. 501(c)(3)).

15 *Nonprofit Food Establishment*: a charitable entity that prepares or serves  
16 food directly to the Customer or otherwise provides food or meals for  
17 consumption by humans. The term includes central food banks, soup  
18 kitchens, and nonprofit food delivery services. To be considered a  
19 Nonprofit Food Establishment, the entity must meet the terms of section  
20 501(c)(3) of the U.S. Internal Revenue Code (26 U.S.C. 501(c)(3)).

21 *Operator*: the person in control of, or having the responsibility for, the  
22 operation of a Store, which may include, but not be limited to, the owner  
23 of the Store.

24 *Person*: any natural person, firm, corporation, partnership, or other  
25 organization or group however organized.

26 *Pharmacy*: any Store where prescriptions, medications, controlled or  
27 over the counter drugs, personal care products or health supplement  
28 goods, or vitamins are sold.

1 *Prepared Food:* foods or beverages which are prepared on the premises  
2 by cooking, chopping, slicing, mixing, freezing, or squeezing, and which  
3 require no further preparation to be consumed. Prepared Food does not  
4 include any raw, uncooked meat product or fruits or vegetables which  
5 are chopped, squeezed, or mixed.

6 *Produce Bag:* any bag without handles used exclusively to carry  
7 produce, meats, or other food items to the point of sale inside a store or  
8 to prevent such food items from coming into direct contact with other  
9 purchased items. A Produce Bag is not a form of Single-Use Plastic Bag.

10 *Retail Establishment:* any commercial establishment that sells perishable  
11 and nonperishable goods including but not limited to, clothing, food, and  
12 personal items directly to the Customer and is located within or doing  
13 business within the City. Retail Establishments do not include Food  
14 Service Establishments, Nonprofit Charitable Reusers, or Pharmacies.

15 *Reusable Plastic Bag:* a sewn woven or non-woven nylon,  
16 polypropylene, polyethylene-terephthalata, or Tyvek bag capable of  
17 being used one hundred (100) times, is machine washable, and has  
18 stitched or woven handles that are not fused. A Reusable Plastic Bag is a  
19 form of Reusable Bag.

20 *Reusable Bag:* a bag capable of being used one hundred (100) times, is  
21 machine washable, and has stitched or woven handles that are not fused.  
22 Reusable Bags include Reusable Plastic Bags

23 *Single-Use Carryout Bag:* a bag made of plastic, paper, or other material  
24 that is provided by a Store to a Customer at the check stand, cash  
25 register, point of sale or other point of departure for the purpose of  
26 transporting food or merchandise out of the Store. Single-Use Carryout  
27 Bags include Single-Use Plastic Bags and Single-Use Recycled Paper  
28 Bags. Single-Use Carryout Bags do not include Produce bags, Reusable  
29 Bags, or bags without handles provided to the Customer to hold  
30 prescription medication dispensed from a Pharmacy.

1 *Single-Use Compostable Plastic Container:* a container that is composed  
2 of one hundred percent (100%) Polylactic Acid and distributed for the  
3 purpose of transporting Prepared Food on a single occasion inside or  
4 outside of a Store. A Single-Use Compostable Plastic Container is a  
5 form of a Single-Use Plastic Container.

6 *Single-Use Compostable Plastic Cup:* a cup composed of one hundred  
7 percent (100%) Polylactic Acid and is distributed for the purpose of  
8 transporting a beverage on a single occasion inside or outside of a Store.  
9 A Single-Use Compostable Plastic Cup is a form of a Single-Use Plastic  
10 Cup.

11 *Single-Use Compostable Plastic Straw:* a disposable tube that is  
12 composed of one hundred percent (100%) Polylactic Acid and is  
13 distributed to transfer a beverage from a cup or container to the mouth of  
14 a person drinking the beverage on a single occasion. A Single-Use  
15 Compostable Plastic Straw is a form of a Single-Use Plastic Straw.

16 *Single-Use Cup:* a cup that is distributed for the purpose of transporting  
17 a beverage on a single occasion inside or outside of a Store.

18 *Single-Use Plastic Bag:* a bag that is made predominantly of plastic  
19 derived from either petroleum or a biologically based polymer, such as  
20 corn or other plant sources, and is provided at the check stand, cash  
21 register, point of sale or other point of departure for the purpose of  
22 transporting food or merchandise out of the Store. A Single-Use Plastic  
23 Bag is a form of a Single-Use Carryout Bag.

24 *Single-Use Plastic Container:* a container that is made predominantly of  
25 plastic derived from either petroleum or a biologically based polymer,  
26 such as corn or other plant sources, and is distributed for the purpose of  
27 transporting Prepared Food on a single occasion inside or outside of a  
28 Store. A Single-Use Plastic Container is a form of a Single-Use  
29 Container.



1 *Single-Use Plastic Cup*: a cup that is made predominantly of plastic  
2 derived from either petroleum or a biologically based polymer, such as  
3 corn or other plant sources, and is distributed for the purpose of  
4 transporting a beverage on a single occasion inside or outside of a Store.  
5 A Single-Use Plastic Cup is a form of a Single-Use Cup.

6 *Single-Use Polystyrene Container*: a container composed of synthetic  
7 aromatic hydrocarbon polymers that is made from the monomer styrene  
8 and distributed for the purpose of transporting Prepared Food on a single  
9 occasion inside or outside of a Store. A Single-Use Polystyrene  
10 Container is a form of a Single-Use Container.

11 *Single-Use Polystyrene Cup*: a cup composed of synthetic aromatic  
12 hydrocarbon polymers that is made from the monomer styrene and  
13 distributed for the purpose of transporting a beverage on a single  
14 occasion inside or outside of a Store. A Single-Use Polystyrene Cup is a  
15 form of a Single-Use Cup.

16 *Single-Use Plastic Straw*: a disposable tube made predominantly of  
17 plastic derived from either petroleum or a biologically based polymer,  
18 such as corn or other plant sources, that is distributed to transfer a  
19 beverage from a cup or container to the mouth of a person drinking the  
20 beverage. A Single-Use Plastic Straw is a form of a Single-Use Straw.

21 *Single-Use Recycled Paper Bag*: a paper bag provided at the check  
22 stand, cash register, point of sale, or other point of departure for the  
23 purpose of transporting food or merchandise out of the establishment  
24 that contains no old growth fiber and a minimum of forty percent (40%)  
25 post-consumer recycled content; is one hundred percent (100%)  
26 recyclable; and has printed in a highly visible manner on the outside of  
27 the bag the word “Recyclable,” the name and location of the  
28 manufacturer, and the percentage of post-consumer recycled content.  
29 The Single-Use Recycled Paper Bag is capable of composting,  
30 consistent with the timeline and specifications of the American Society  
31 of Testing and Material (ASTM) Standard Specification for

1 Compostable Plastics D6400, as published in September 2004. A Single-  
2 Use Recycled Paper Bag is a form of a Single-Use Carryout Bag.

3 *Single-Use Straw*: a disposable tube that is distributed to transfer a  
4 beverage from a cup or container to the mouth of a person drinking the  
5 beverage on a single occasion. Single-Use Straws include a straw made  
6 from both plastic materials and non-plastic materials such as paper,  
7 pasta, sugar cane, wood, or bamboo.

8 *Store*: any Food Service Establishment, Pharmacy, or Retail  
9 Establishment located within the City. Stores do not include Medical  
10 Facilities.

### 11 **3.903 CARRYOUT BAGS**

#### 12 A. Prohibited Carryout Bags:

- 13 1. No Store on City property shall provide a Single-Use Carryout Bag  
14 to a Customer, at the check stand, cash register, point of sale, or  
15 other point of departure for the purpose of transporting food or  
16 merchandise out of the Store except as provided in this Section.
- 17 2. No Person shall distribute a Single-Use Carryout Bag at any City  
18 facility, City-managed concession, City-sponsored event, or City--  
19 permitted event unless a Store on City property is also otherwise  
20 allowed to in this Section.

#### 21 B. Permitted Carryout Bags:

- 22 1. Stores on City property are allowed to distribute Single-Use  
23 Carryout Bags or Reusable Bags to Customers subject to the terms  
24 of this Section.
- 25 2. All Stores may distribute their remaining 2019 Single-Use Plastic  
26 Bag inventory.
- 27 3. Nothing in this Section prohibits Customers from using bags of  
28 any type that they bring to the Store themselves or from carrying

1 away goods that are not placed in a bag, in lieu of using bags  
2 provided by the Store.

3 C. Exemptions:

- 4 1. Stores on City property are allowed to distribute only Single-Use  
5 Recycled Paper Bags or Reusable Bags to Customers for the  
6 purpose of carrying away goods or other materials from the point  
7 of sale, subject to the terms of this Section.
- 8 2. Food Service Establishments on City property are allowed to  
9 distribute Single-Use Plastic Bags to Customers only for the  
10 purpose of safeguarding health and safety during the transportation  
11 of Prepared Foods, including take-out foods and liquids intended  
12 for consumption away from the food provider's premises, subject  
13 to the terms of this Section.
- 14 3. A Customer shall be charged a minimum of a ten cents (\$.10) Cost  
15 Pass-Through for each Single-Use Carryout Bag provided by the  
16 Store on City property. The sale of each bag shall be separately  
17 itemized on the sale receipt. The Cost Pass-Through will remain  
18 with the Operator of the Store.
- 19 4. A Store on City property may provide a Customer participating in  
20 *Special Supplement Nutrition Program for Women, Infants, and*  
21 *Children (WIC)* or *Supplemental Nutrition Assistance Program*  
22 *(SNAP)* with one (1) or more Single-Use Carryout Bag or Reusable  
23 Bags at no cost.
- 24 5. A Store on City property may provide a Customer with (1) Single-  
25 Use Recycled Paper Bag 6 inches across or less without handles at  
26 no cost.

27 **3.904 DISPOSABLE CUPS**

28 A. Prohibited Disposable Cups:

- 29 1. No Store on City property shall provide a Single-Use Plastic Cup  
30 to a Customer, at the check stand, cash register, point of sale, or  
31 any other location for the purpose of transporting a beverage that

1 will be drank inside or outside of the Store except as provided in  
2 this Section.

3 2. No Store shall provide a Single-Use Polystyrene Cup to a  
4 Customer at the check stand, cash register, point of sale, or any  
5 other location for the purpose of transporting a beverage that will  
6 be drank inside or outside of the Store.

7 3. No Person shall distribute a Single-Use Plastic Cup or Single-Use  
8 Polystyrene Cup at any City facility, City-managed concession,  
9 City-sponsored event, or City-permitted event unless a Store on  
10 City property is also otherwise allowed to in this Section.

11 B. Permitted Disposable Cups:

12 1. Stores on City property are allowed to distribute Single-Use Cups  
13 to Customers for the purpose of transporting a beverage that will  
14 be drank inside or outside of the Store, subject to the terms of this  
15 Section.

16 2. A Customer shall be charged a minimum of a ten cents (\$.10) Cost  
17 Pass-Through for each Single-Use Cup provided by the Store on  
18 City property. The sale of each Single-Use Cup shall be separately  
19 itemized on the sale receipt. The Cost Pass-Through will remain  
20 with the Operator of the Store.

21 3. All Stores may distribute their remaining 2019 Single-Use Cup  
22 inventory.

23 4. Nothing in this Section prohibits Customers from using cups of  
24 any type that they bring to the Store themselves they would  
25 otherwise be allowed to bring under the Ordinances of the City of  
26 Portsmouth in lieu of using cups provided by the Store.

27 C. Exemptions:

28 1. The only Single-Use Plastic Cups that Stores on City property are  
29 allowed to distribute are Single-Use Plastic Compostable Cups if  
30 the Store on City property provides customers the option to dispose  
31 of the Single-Use Compostable Plastic Cups in a specifically  
32 designated composting receptacle that is both on the premise and

1 its contents will be transported to a Composting Facility to be  
2 composted.

- 3 2. A Store may provide a Customer participating in the Special  
4 Supplement Nutrition Program for Women, Infants, and Children  
5 (WIC) or the Supplemental Nutrition Assistance Program (SNAP)  
6 with one (1) or more Single-Use Cup at no cost.

7 **3.905 DISPOSABLE CONTAINERS**

8 A. Prohibited Disposable Containers:

- 9 1. No Store on City property shall provide a Single-Use Plastic  
10 Container to a Customer, at the check stand, cash register, point of  
11 sale, or any other location for the purpose of transporting Prepared  
12 Food that will be consumed inside or outside of the Store except as  
13 provided in this Section.  
14 2. No Store shall provide a Single-Use Polystyrene Container at the  
15 check stand, cash register, point of sale, or any other location for  
16 the purpose of transporting Prepared Food that will be eaten inside  
17 or outside of the Store.  
18 3. No Person shall distribute a Single-Use Plastic Container or a  
19 Single-Use Polystyrene Container at any City facility, City-  
20 managed concession, City-sponsored event, or City-permitted  
21 event unless a Store on City property is also otherwise allowed to  
22 in this Section.

23 B. Permitted Disposable Containers:

- 24 1. Stores on City property are allowed to distribute Single-Use  
25 Containers to Customers for the purpose of transporting Prepared  
26 Food that will be eaten inside or outside of the Store, subject to the  
27 terms of this Section.  
28 2. All Stores may distribute their remaining 2019 Single-Use  
29 Container inventory.  
30 3. Nothing in this Section prohibits Customers from using containers  
31 of any type that they would otherwise be allowed to bring under

1 the Ordinances of the City of Portsmouth to the Store themselves  
2 in lieu of using containers provided by the Store.

3 C. Exemptions:

- 4 1. The only Single-Use Plastic Containers that Stores on City  
5 property are allowed to distribute are Single-Use Plastic  
6 Compostable Containers if the Store provides customers the option  
7 to dispose of the Single-Use Compostable Plastic Containers in a  
8 specifically designated composting receptacle that is both on the  
9 premise and its contents will be transported to a Composting  
10 Facility to be composted.

11 **3.906 DISPOSABLE STRAWS**

12 A. Prohibited Disposable Straws:

- 13 1. No Store on City property shall provide a Single-Use Plastic Straw  
14 to a customer for the purpose of transferring a beverage from a cup  
15 or container to the mouth of a person drinking the beverage on a  
16 single occasion inside or outside of the Store, except as provided in  
17 this Section.  
18 2. No Person shall distribute a Single-Use Plastic Straw at any City  
19 facility, City-managed concession, City-sponsored event, or City-  
20 permitted event unless a Store on City property is also otherwise  
21 allowed to in this Section.

22 B. Permitted Disposable Straws:

- 23 1. Stores on City property are allowed to distribute Single-Use Straws  
24 to Customers for the purpose of transferring a beverage from a cup  
25 or container to the mouth of a person drinking the beverage on a  
26 single occasion inside or outside of the Store, subject to the terms  
27 of this Section.  
28 2. All Stores may distribute their remaining 2019 Single-Use Straw  
29 inventory.

1 3. Nothing in this Section prohibits Customers from using straws of  
2 any type that they bring to the Store themselves in lieu of using  
3 containers provided by the Store.

4 C. Exemptions:

- 5 1. Stores on City property are only allowed to distribute Single-Use  
6 Straws at the explicit request of the customer for the purpose of  
7 transferring a beverage from a cup or container to the mouth of a  
8 person drinking the beverage on a single occasion inside or outside  
9 of the Store.
- 10 2. The only Single-Use Plastic Straws that Stores on City property are  
11 allowed to distribute are Single-Use Plastic Compostable Straws if  
12 the Store provides customers the option to dispose of the Single-  
13 Use Compostable Plastic Straws in a specifically designated  
14 composting receptacle that is both on the premise and its contents  
15 will be transported to a Composting Facility to be composted.

16 **3.907 PENALTIES AND REMEDIES**

17 In addition to any other penalty or remedy permissible by law for  
18 violation of this Section, the following shall apply:

- 19 1. If the City determines that a violation of this Section has occurred,  
20 he/she will issue a written warning notice to the Operator of a  
21 Store on City property and the potential penalties that will apply  
22 for future violations
- 23 2. Upon a second or subsequent infraction of this Section, the City is  
24 authorized to issue citations to persons, firms, or corporations  
25 violating this Section in accordance with the ordinances of the City  
26 of Portsmouth. The amount of the fee that will accompany the  
27 citation will be determined by the Fee Schedule Study Committee  
28 of the City of Portsmouth.
- 29 3. The City Attorney is authorized to file any appropriate legal  
30 proceedings, including but not limited to requests for injunctive  
31 relief, necessary to prevent violation of this Section.

1 **SEVERABILITY**

2 Any portion of this ordinance that is found to be void shall be  
3 unenforceable without invalidating the remainder of the ordinance.

4 **EFFECTIVE DATE**

5 This ordinance shall take effect on December 31, 2019.

6

7

APPROVED

8

9

10

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

11

12

13

14 **ADOPTED BY COUNCIL:**

15

16

17

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

19

20



ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III, Section 7.328 – **LIMITED PARKING - THREE HOURS** sub-section A of the Ordinances of the City of Portsmouth which shall read as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Section 7.328: LIMITED PARKING - THREE HOURS

- A. No person having control or custody of any vehicle shall stop or cause the same to stop or park for longer than three hours at any time between the hours of 9:00 a.m. and 8:00 p.m. Monday through Saturday, and between 12:00 p.m. and 8:00 p.m. Sunday, Holidays excluded, on the following streets and locations:

**Raynes Avenue: entire street, both sides**  
**Vaughan Street: entire street, both sides**

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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

ADOPTED BY COUNCIL:

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



CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

Committee: PUBLIC Library Initial applicant

Name: Maryellen Burke Telephone: 603-969-3633

Could you be contacted at work? YES/NO If so, telephone# yes same

Street address: 13 Porpoise Way Portsmouth

Mailing address (if different): -

Email address (for clerk's office communication): 101maryellenburke@gmail.com

How long have you been a resident of Portsmouth? Oct. 1995

Occupational background:

Nonprofit director, philanthropy advisor, fundraiser

Please list experience you have in respect to this Board/Commission:

Director of Discover Portsmouth, Portsmouth Historical Society

former President Portsmouth Athenaeum

former Board President John Paul Jones House, Ports. Historical Society

staff member National Geographic Society Library

OVER  
➔

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO

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

Reasons for wishing to serve: to contribute to sound governance of one of Portsmouth's most important community assets.

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

Portsmouth Athenaeum

Wentworth-Douglas Hospital

Portsmouth Buddhist Center

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

1) Ed Mallon 433.5515 42 Middle St.  
Name, address, telephone number

2) Lynne Langley 84 Porpoise Way,  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: May 30 2019

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No  Maybe

**Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801**



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

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



Committee: Library Board of trustees

Name: Janaki Fonseka Telephone: 203.479.2260(c)

Could you be contacted at work?  YES/ NO If so, telephone# 203.479.2260(c)

Street address: 7 Portwacket Place, Apt #1428, Portsmouth  
NH 03801

Mailing address (if different): 101 Gosport Rd, Portsmouth, NH 03801

Email address (for clerk's office communication): d.fonseka@yahoo.com

How long have you been a resident of Portsmouth? since 2013

Occupational background:

Physician at Wentworth Douglas Hospital.

Please list experience you have in respect to this Board/Commission:

I don't have any prior experience  
with this board.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO

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

Reasons for wishing to serve: As a resident of Portsmouth I have benefitted immensely from the library. I would like to pay it forward to ensure that the community continues to have access to this hidden gem.

Please list any organizations, groups, or other committees you are involved in:  
American College of Physicians - committee member for NH chapter.

Please list two character references not related to you or city staff members: 603.558.8539 (c)  
*(Portsmouth references preferred)*

1) Barbara Gasparick, 7 Portwalk Place Apt #1515, Portsmouth.  
Name, address, telephone number

2) Dr Agata Marszalek, 789 Central Ave, Dover, NH 603.312.6724  
Name, address, telephone number (c)

**BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:**

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: 08/23/19

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

## JANAKI FONSEKA M.D.

Address: 101 Gosport Road, Portsmouth NH 03810 • Telephone: (203) 479 2260 • E-mail: [drfonseka@yahoo.com](mailto:drfonseka@yahoo.com)

### EDUCATION

---

<b>Yale New Haven Hospital, New Haven, CT</b> Geriatrics Fellow	July 2010 to June 2011
<b>Saint Raphaels Hospital, New Haven, CT</b> Chief Medical Resident	July 2009 to June 2010
<b>Saint Raphaels Hospital, New Haven, CT</b> Internal Medicine Resident	July 2006 to June 2009
<b>Base Hospital Puttalam, Sri Lanka</b> Internal Medicine, Obstetrics and Gynecology Intern	January 2002 to June 2003
<b>Russian Peoples' Friendship University (Lumumba University), Moscow, Russia</b> Doctor of Medicine (Honors)	December 1993 to June 2000

### CERTIFICATION AND LICENSURE

---

State of New Hampshire Physician License	April 2013 to date
American Board of Internal Medicine – Geriatrics	October 2011
American Board of Internal Medicine	August 2009

### PROFESSIONAL EXPERIENCE

---

<b>Wentworth-Douglass Hospital, Dover, NH</b> Hospitalist Physician	April 2013 to date
<b>Hebrew Senior Life, Boston, MA</b> Geriatrician/Attending Physician	September 2011 to April 2013
<b>Medical Intensive Care Unit, Apollo Hospital, Colombo, Sri Lanka</b> Resident Medical Officer	January 2006 to June 2006 and September 2003 to August 2004
<b>Cardiology Care Unit, Apollo Hospital, Colombo, Sri Lanka</b> Resident Medical Officer	May 2003 to September 2003
<b>Out Patients Department, Base Hospital, Puttalam, Sri Lanka</b> Resident Medical Officer	January 2003 to May 2003
<b>Base Hospital, Avissawella, Sri Lanka</b> Observer and Extern	August 2000 to December 2001

### RESEARCH EXPERIENCE

---

<b>Columbia University, New York</b> Research Assistant in Translational Research	July 2005 to December 2005
<b>Emory University, Atlanta</b> Research Assistant in Clinical Cardiology	May 2005 to July 2005

### AWARDS MEMBERSHIPS COMMITTEES

---

Chair, CME Committee Wentworth-Douglass Hospital	2018 to date
Member, Integrative Medicine Committee Wentworth-Douglass Hospital	2016 to date
Member of American Geriatrics Society	2010 to date
Member American College of Physicians	2006 to date
Deans Award for excellent academic performance at RPF University	1994 to 2000

### LANGUAGE SKILLS

---

Fluent in English, Sinhala and Russian

### HOBBIES

---

Globe-trotting, hiking, music, reading



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

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



Committee: Citywide Neighborhood Blue Ribbon Committee

Name: Lori (Lorane) Soloway Telephone: 978-869-1850

Could you be contacted at work? YES/NO If so, telephone# N/A

Street address: 37 Staysail way, Portsmouth

Mailing address (if different): \_\_\_\_\_

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

How long have you been a resident of Portsmouth? 3 years

### Occupational background:

My previous experiences have included working as the Human Resources Director for: The Central Artery/Tunnel Project, Town of Canton, MA and Arbour HRI Hospital in Brookline, MA. Other previous experiences have included working as the Employee Relations Specialist for the Central Artery/Tunnel Project and working in the field of Civil Rights managing the Affirmative Action Program. Attached please find a copy of my resume.

### Please list experience you have in respect to this Board/Commission:

While I was the Human Resources Director for Canton, MA, I worked with all boards associated with the Town. My involvement with the boards included working with the Chairs to help manage issues within, as needed. I managed the issues with integrity, gentleness and a desire to resolve the issue so that each member could continue working together, if the situation allowed. I understood the important role that was bestowed upon each board and board member. I was a hard and dedicated worker and gained the trust of all involved.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO

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

Reasons for wishing to serve:

I am currently retired and moved here to Portsmouth three (3) years ago. I have been involved with previous communities and I miss that involvement. I care deeply about the success of Portsmouth and I am ready to get involved.

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

1. I currently volunteer for GATHER (Formerly known as Seacoast Family Food Pantry (SFFP). I began volunteering here in July, 2016, shortly after I moved here.
2. I currently volunteer for the Music Hall. I began volunteering here in July, 2016 shortly after I moved here.

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

1) Leslie Allen, 143 Brackett Road, Portsmouth, 410-227-4110  
Name, address, telephone number

2) Chase Haggan, 17 Staysail Way, Portsmouth 603-498-5459  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Lori Sloway Date: August 12, 2019

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes X No     

Please submit application to the City Clerk's Office, 1 Jenkins Avenue, Portsmouth, NH 03801  
8/27/2012



**Town of Canton, Massachusetts**  
**OFFICE OF THE SELECTMEN**

**BOARD OF SELECTMEN**

UPPER MEMORIAL HALL  
801 WASHINGTON STREET  
CANTON, MA 02021

**POLICE COMMISSIONERS**  
**BOARD OF PUBLIC WORKS**  
**LICENSING BOARD**

TEL: (781) 821-5000  
FAX: (781) 821-2935  
EMAIL: [bfriel@town.canton.ma.us](mailto:bfriel@town.canton.ma.us)

**TOWN ADMINISTRATOR**  
**WILLIAM T. FRIEL**

May 18, 2011

To Whom It May Concern:

It is with pleasure that I write this recommendation for Lori Soloway who is applying for a position with your organization.

Lori has been the Human Resource Administrator with the Town of Canton including the Canton Public Schools since February 2007.

She demonstrates strong competencies in all areas of Human Resources which includes a thorough knowledge of principles, practices, regulations and applicable laws relating to personnel administration.

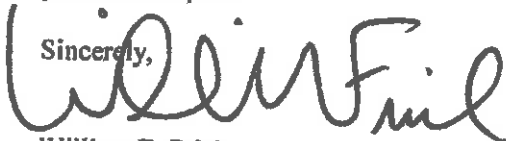
Lori is a professional and a capable Human Resource Administrator with whom I have closely worked. She ran the entire Human Resource Department for both the town and the schools efficiently and without any direct support staff. I relied on her to perform varied and highly responsible duties of a complex nature requiring comprehensive knowledge of public sector personnel practices and regulations in conformance with the state and federal laws. She quickly learned the local laws, regulations and relevant collective bargaining agreements and departmental policies. I relied on her to remain current with the many new changes in law relating to Human Resources. She is very organized and is able to handle a large volume of work that the Human Resource department regularly handles.

She has developed a great relationship with the Department Heads and employees who rely on her as a resource. She puts every effort into making sure she completes all necessary tasks. She eagerly puts in the extra time beyond normal working hours that is required to get the job done. She is often called upon for her expertise in handling employee relations issues. She offers valuable information in problem solving. Lori is a true public servant and has an open door policy to offer her assistance to those in need.

I have observed her under many circumstances and have always admired her strong work ethic and her integrity. She would be an asset to any organization.

It is because of these qualities that I have outlined above that I highly recommend Lori for any Human Resource position she would be interested in pursuing. I wish her success as she moves forward on her professional path.

Sincerely,



William T. Friel  
Town Administrator

Lori S. Soloway  
 37 Staysail Way • Portsmouth • NH 03801 • 978-869-1850 • [lorisoloway@gmail.com](mailto:lorisoloway@gmail.com)

**Qualifications Summary:** Customer Service, efficient problem solver excellent and oriented Human Resource Manager with an in-depth understanding of Human Resources, Excellent communication skills, with expertise in developing and maintaining strong productive working relationships with employees and staff at all levels.

**Competencies:**

▪ Employee Relations	▪ Conflict Resolution	▪ Salary Planning
▪ Organizational Development	▪ Investigate Employment Law	▪ Coaching and Developing Talent
▪ Policy Development	▪ Recruitment	▪ Training–Diversity/Sexual Harassment

**Experience:**

**ARBOUR-HRI HOSPITAL**  
**Human Resources Director**

**Brookline, MA**

**July, 2012 – September, 2014**

- Provide HR services which meet the needs of the management group, employees and prospective employees and are in accordance with the mission, goals and priorities of Arbour-HRI Hospital. This includes: recruitment, employee relations, data management, compliance state, exit process and orientation, workers comp., salary administration, performance evaluation, competency reports, readiness for external review.
- Manages Human Resource Department (2 emp) and the Communications Department (5 emp.)
- Ensures compliance with the state and federal laws, collective bargaining agreements with consistent interpretation and application of laws, policies and past practice. Required consistency, accuracy, common sense, tact, and verbal clarity.
- Strikes balance between union, employee matters and management concerns to meet all needs. Protects the interest of management, employees and hospital in accordance with HR policies and government laws.
- Recommends and coordinates morale enhancing initiatives, programs, and actions plans developed by management based on input from department heads, employees.
- Serves as member of senior management and contributes support and ideas to system wide issues and projects, participates in hospital committees as assigned.
- Provides training and mentoring to promote professional growth, strategic goals,

**TOWN OF CANTON**

**Human Resource Administrator**

**Canton, MA**

**February 2007 – June 2011**

- Performed technical and supervisory work in planning, coordinating, organizing, developing and implementing all the activities of a consolidated town and school human resource department.
- Responsible for over 1,400 municipal and school employees providing support in all areas of HR.
- Ensured compliance with the state and federal laws, municipal by-laws and collective bargaining agreements with consistent interpretation and application of laws, policies and past practice. Required consistency, accuracy, common sense, tact, and verbal clarity.
- Monitored, reviewed, created and adjusted personnel policies, benchmark salary surveys, all personnel changes and job descriptions, as needed.
- On town collective bargaining negotiating team for all five (5) unions.
- Provided benefits, orientation, to all employees and exit interviews to town employees.
- Worked to resolve grievances and other employee relations issues. Assisted management during all steps of the grievance and/or progressive discipline procedure. Conducted investigations concerning alleged prohibited practices.
- Recruited employees for vacant position including posting job, advertising, interviewing and hiring.
- Certified to perform CORI check.

- Managed workers comp, unemployment, leaves of absence, benefit administration, new employee orientation, safety, FMLA, COBRA, ADA, FLSA, HIPAA and drug testing.
- Provided training as needed and/or required.

**BECHTEL CORPORATION**  
**Human Resources Manager**

Boston, MA

March 2004 – February 2007

- Responsible for project management. This included: recruiting, organizational development, training, compensation, employee relations, policy development, salary planning, conflict resolution and EEO/AA, preparing and managing departmental operating budget and business plan.
- Supervised five (5) human resource staff including; HRIS, recruiter, benefits, outplacement, support.
- Listened effectively and maintained positive interpersonal relationships with manager, employees and clients at all levels of the organization.
- Advised and provided assistance and expertise in human resource matters to managers, employees, clients, senior staff management, and sub consultants in the development of staffing, compensation, training, employee relations, and all other programs. Also, applied principles of HR management through knowledge of legal requirements.
- Developed, coached, implemented programs to retain talent.
- Assured that all policies, procedures and systems were in order as the management team downsized.

**PARSONS BRINCKERHOFF**  
**Employee Relations Specialist**

Boston, MA

May 1997 – March 2004

- Technical expert of employment and labor laws.
- Resolved supervisor/employee conflicts; provided problem-solving support and recommended corrective action with all necessary supports. Conducted investigations, developed and executed strategies to resolve issues in a more effective manner.
- Sexual harassment officer and affirmative action officer; created diversity advisory committee.
- Representative for internal and external discrimination complaints. Provided annual diversity and sexual harassment training;
- Created, designed and wrote diversity newsletter.

**MASSACHUSETTS PORT AUTHORITY**  
**Personnel Compliance Manager**

Boston, MA

February 1991- May 1997

- Managed the affirmative action program including all aspects of ADA and VEV;
- Investigated discrimination complaints; provided training in employment and diversity issues.
- Recruited professionals and operational employees.
- Analyzed data to identify trends.

**Education:** SUFFOLK UNIVERSITY

Masters in Public Administration (MPA)

Bachelor of Science/Sociology Major (BS with certificate in Social Work)

Boston, MA

**Other:** Massachusetts Municipal Personnel Association (MMPA) –  
board member + Program Committee member

Association of Affirmative Action Professionals (AAAP) – Treasurer

North Shore Community Mediation – completed Basic program.

Current candidate to graduate Apprenticeship program.

**CITY OF PORTSMOUTH  
LEGAL DEPARTMENT  
MEMORANDUM**

DATE: August 23, 2019

TO: JOHN P. BOHENKO, CITY MANAGER

FROM: SUZANNE M. WOODLAND, DEPUTY CITY ATTORNEY

RE: AFRICAN BURYING GROUND STEWARDSHIP COMMITTEE  
APPOINTEE JANE NISBET

---

On Friday, August 23, 2019, the Mayor, Councilor Dwyer, and I met with Dr. Jane (“Jan”) Nisbet of 139 South Street, Portsmouth, to discuss her possible appointment to the African Burying Ground Stewardship Committee. The Mayor asked her to serve and she indicated her willingness to accept an appointment.

The African Burying Ground Stewardship Committee, a Mayor’s blue-ribbon committee, was ratified at the January 16, 2018 City Council meeting. The purpose of the committee is to support the continuing long-term care of the African Burying Ground Memorial as well as to guide the City with regard to the disposition of a limited number of remains set aside (not reinterred) for future research purposes.

Current committee members are: City Councilor Chris Dwyer; Vernis Jackson (Chair Emeritus of the African Burying Ground Committee); Valerie Cunningham (Founder, Black Heritage Trail); and William “Towny” Manfull.

Dr. Nisbet served as the Senior Vice Provost for Research at the University of New Hampshire for ten (10) years, making her especially well-qualified to assist the committee in identifying and evaluating research opportunities.

cc: Nancy Carmer, Economic Development

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

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> City of Portsmouth		<b>1.4 Grantee Address</b> 680 Peverly Hill Road Portsmouth, NH 03801	
<b>1.5 Effective Date</b>	<b>1.6 Completion Date</b> June 30, 2020	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$4,513
<b>1.9 Grant Officer for State Agency</b> Dean F. Robinson II, HHW Coordinator NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> 603-271-2047	
<b>1.11 Grantee Signature</b>		<b>1.12 Name &amp; Title of Grantee Signor</b>	
<p><b>1.13 Acknowledgment: State of New Hampshire, County of _____</b>                  On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  (Seal)			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14 State Agency Signature(s)</b> <b>Signor(s)</b>		<b>1.15 Name/Title of State Agency</b>  Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b>			
<b>By:</b>		<b>Attorney, On:</b> /    /	
<b>1.17 Approval by the Governor and Council</b>			
<b>By:</b>		<b>On:</b> /    /	

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

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

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

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

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

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

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

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

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

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

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall

impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person

designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

**10. CONDITIONAL NATURE OR AGREEMENT.**

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

**11. EVENT OF DEFAULT; REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that

the Grantee has cured the Event of Default shall never be paid to the Grantee; and

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

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

**12. TERMINATION.**

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

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

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

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

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

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

**15. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be

subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

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

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE AND BOND.**

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

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

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

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

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

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

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.



**EXHIBIT A**  
**List of Services**

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

**EXHIBIT A**

**Page 2**

- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Hw 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
  - h. That the contractor shall adhere to a work plan and a site safety plan, such plans may be reviewed by the Department.
  - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
- 4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Hw 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
  - 5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
  - 6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.6 of the contract. Failure to do so may result in termination of this agreement.
  - 7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.

**EXHIBIT B**  
**Method of Payment**

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement or the enforcement of all applicable state or federal laws.
2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed **\$4,513**. This amount is based on a rate of **\$0.175 per capita** and on a population base of **25,787** to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.

**EXHIBIT C**  
**Special Provisions**

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.

**Certificate of Authorization, City of Portsmouth, New Hampshire**

I Kelli Barnaby, City Clerk for the City of Portsmouth, New Hampshire am responsible for keeping City records. I do hereby certify that:

At the regular City Council meeting held on September 3, 2019, the City Council voted to accept Household Hazardous Wastes Collection grant funds and to enter into a grant contract with the NH Department of Environmental Services. The City Council further authorized the City Manager to execute any documents which may be necessary for this grant contract.

This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

The following person has been appointed to and now remains in the office indicated above:  
John P Bohenko, City Manager.

**IN WITNESS THEREOF**, I have hereunto set my hand as the City Clerk of Portsmouth, New Hampshire, on

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kelli Barnaby, City Clerk (seal)

**STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, \_\_\_\_\_  
(Notary Justice/Justice of the Peace)


personally appeared Kelli Barnaby who acknowledged herself to be the City Clerk of Portsmouth, New Hampshire, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

**IN WITNESS THEREOF**, I hereunto set my hand and seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace) (seal)

**CITY OF PORTSMOUTH  
PORTSMOUTH, NH 03801**

**Office of the City Manager**

**Date:** August 29, 2019  
**To:** Honorable Mayor Jack Blalock and City Council Members  
**From:** John P. Bohenko, City Manager   
**Re:** City Manager's Comments on September 3, 2019 City Council Agenda

---

***Non-Public Session:***

6:00 p.m. An Anticipated Non-Public Session Re: Portsmouth Professional Fire Officers and Professional Firefighters of Portsmouth Collective Bargaining Agreements; Extension of Deputy Fire Chief James Heinz Contract in Accordance with RSA 91-A:3, II (a)

---

• ***6:30 p.m. – Public Dialogue Session***

***Public Hearings & Votes on Ordinances and/or Resolutions:***

1. **Public Hearing and Second Reading of Ordinance Amending Chapter 7, Article III, Section 7.326 – Limited Parking – Fifteen Minutes – by deletion of Maplewood Avenue: easterly side, the first two spaces commencing 140 feet northerly from Vaughan Street.** The City Council voted to pass first reading and schedule a public hearing and second reading on the aforementioned **attached proposed Ordinance**. At its June 6, 2019 meeting, the Parking and Traffic Safety Committee voted to recommend that the City Council vote to amend Chapter 7, Article III, Section 7.326 to remove the 15 minute parking time limit on the two parking spaces on Maplewood Avenue on the easterly side beginning 140 feet northerly from Vaughan Street.

*I recommend the City Council move to pass second reading and schedule third and final reading of the proposed Ordinance at the September 16, 2019 City Council meeting, as recommended by the Parking and Traffic Safety Committee.*

2. **Public Hearing and Second Reading of Ordinance Amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours Maplewood Avenue: both sides, between Raynes Avenue and Vaughan Street.** The City Council voted to pass first reading and schedule a public hearing and second reading on the aforementioned [attached proposed Ordinance](#). At their June 6, 2019 meeting, the Parking and Traffic Safety Committee voted to recommend that the City Council adopt an ordinance to create a three (3) hour parking limit on both sides of Maplewood Avenue between Raynes Avenue and Vaughan Street.

The Parking and Traffic Safety Committee voted to recommend the removal of the existing 15 minute time limit on these two parking spaces in order to create the three (3) hour parking limit along Maplewood Avenue.

The [attached amendment](#) to Chapter 7, Article III, Section 7.328 reflects the vote of the Committee to recommend the creation of a three (3) hour parking limit on Maplewood Avenue and the erection of parking meters between Raynes Avenue and Vaughan Street.

*I recommend the City Council move to pass second reading and schedule third and final reading of the proposed Ordinance at the September 16, 2019 City Council meeting, as recommended by the Parking and Traffic Safety Committee.*

3. **First Reading of Ordinance Amending Chapter 3, Article IX – Distribution of Single-Use Disposables (Postponed first reading at the August 12, 2019 meeting until the September 3, 2019 meeting).** At the August 12, 2019 City Council meeting, the Council voted to postpone first reading until the September 3, 2019 City Council meeting.

In accordance with the Council vote to hold a first reading on Councilor Denton’s ordinance on Single-Use Disposables, [attached is the ordinance](#) submitted by Councilor Denton, which has been re-numbered to fit the City’s ordinance book.

*If the City Council wishes to proceed, the following motion is required:*

*Move to pass first reading and schedule a public hearing and second reading at the September 16, 2019 City Council meeting.*

4. **Third and Final Reading of Ordinance Amending Chapter 7, Article III, Section 7.328 – Limited Parking – Three Hours sub-section A – Raynes Avenue: entire street, both sides and Vaughan Street: entire street, both sides.** At the August 12, 2019 City Council meeting, the Council voted to pass second reading and schedule third and final reading of the [attached proposed Ordinance](#) amending Chapter 7, Article III, Section 7.328, sub-section A which permits erection of parking meters with three (3) hour limits on Raynes Avenue and Vaughan Street. The Parking and Traffic Safety Committee voted to erect parking

meters with a three (3) hour limit on Raynes Avenue and Vaughan Street at their June 6, 2019 meeting.

*I recommend the City Council move to pass third and final reading of the proposed Ordinance, as recommended by the Parking and Traffic Safety Committee.*

## ***Approval of Grants and Donations:***

1. **Acceptance of Grant for Household Hazardous Waste Collection.** As you are aware, \$15,000 has been committed from the Water & Sewer Enterprise Fund for two household hazardous waste collection events in the FY '20 budget.

Household hazardous waste collection events help protect our water supply and reduce the potential of hazardous waste being dumped or inappropriately disposed of. In the interest of protecting public health and ensuring household hazardous waste and unwanted household hazardous products are disposed of in an environmentally sound manner, the City has been hosting the collection event for more than twenty years. Over 200,000 gallons of hazardous waste have been properly disposed of during this time. An average of 600 families take advantage of the collection events every year.

In the spirit of being a good neighbor, the City also offers the services to residents of Newington and Greenland. The expenses are shared between the communities on a prorated basis - per vehicle per community.

A grant in the amount of \$4,513 from the Department of Environmental Services (DES) has been applied for and is available to the City to assist in managing the cost of these events. This grant would supplement the City funds proposed in the FY '20 budget. [See attached Grant Agreement.](#)

*I recommend the City Council move to accept and expend a \$4,513 DES grant for the purpose of household hazardous waste collection events and authorize the City Manager to execute any documents which may be necessary for this grant contract.*

## ***Consent Agenda:***

1. **Request for License to Install Projecting Sign.** [Attached is a request](#) for a projecting sign license ([see attached memorandum from Planning Director Juliet Walker](#)):
  - Jason J. Mills, owner of BCM Advisory Group LLC for property located at 406 Deer Street (400 The Hill)

*I recommend the City Council move to approve the aforementioned Projecting Sign License as recommended by the Planning Director and authorize the City Manager to execute the License Agreement for this request.*



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

1. **Request for Approval of Agreement between the Portsmouth Police Commission and The Portsmouth Police Ranking Officers Association.** The Portsmouth Police Commission and The Portsmouth Police Ranking Officers Association have reached a four (4) year collective bargaining Agreement.

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

- A letter from City Negotiator Thomas Closson, outlining the terms of the Tentative Agreement.
- The Portsmouth Police Ranking Officers Association Contract showing the insertions and deletions to implement the Agreement if approved.
- Cost Analysis.

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

<http://files.cityofportsmouth.com/files/benefits/PortsmouthPoliceRankingOfficersredlinedCBA.pdf>

*I recommend the City Council move to approve the proposed Four (4) Year Agreement between the Portsmouth Police Commission and The Portsmouth Police Ranking Officers Association from July 1, 2019 to expire on June 30, 2023.*

2. **Request for Approval of Agreement between the Portsmouth Police Commission and the Portsmouth Police Patrolman's Union.** The Portsmouth Police Commission and the Portsmouth Police Patrolman's Union have reached a four (4) year collective bargaining Agreement.

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

- A letter from City Negotiator Thomas Closson, outlining the terms of the Tentative Agreement.
- The Portsmouth Police Patrolman's Union Contract showing the insertions and deletions to implement the Agreement if approved.
- Cost Analysis.

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

<http://files.cityofportsmouth.com/files/benefits/PortsmouthPolicePatrolredlineddraftCBA.pdf>

*I recommend the City Council move to approve the proposed Four (4) Year Agreement between the Portsmouth Police Commission and the Portsmouth Police Patrolman's Union from July 1, 2019 to expire on June 30, 2023.*

3. **Request for Approval of Agreement between the Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association.** The Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association have reached a four (4) year collective bargaining Agreement from July 1, 2019 to expire on June 30, 2023.

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

- A letter from City Negotiator Thomas Closson, outlining the terms of the Tentative Agreement.
- The Portsmouth Police Civilian Employees Association Contract showing the insertions and deletions to implement the Agreement if approved.
- Cost Analysis.

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

<http://files.cityofportsmouth.com/files/benefits/PortsmouthPoliceCiviliansDraftRedlinedCBA.pdf>

*I recommend the City Council move to approve the proposed Four (4) Year Agreement between the Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association from July 1, 2019 to expire on June 30, 2023.*

4. **Approval Re: Step Increases for Police Chief Robert Merner.** The Portsmouth Police Commission has requested that the City Council act on approving step increases for Police Chief Robert Merner from Step F (\$143,139.71) to Step G (\$145,644.66) for 2019 and Step G (\$145,644.66) to Step H (\$148,557.55) for 2020, in accordance with the Non-Union Salary Schedule effective July 1, 2019 to June 30, 2020. [See attached letter from the Portsmouth Police Commission dated August 14, 2019 and Chief Merner's Employment Agreement.](#)

*Therefore, I recommend that the City Council approve the Police Commission's recommendation for step increases as indicated in the Police Commission's letter dated August 24, 2019.*

5. **Report Back Re: Contact Information.** At the City Council meeting of August 12, 2019, Councilor Pearson requested home addresses for Councilors be removed from publication on our website and various informational correspondence.

A search was conducted by City Clerk Barnaby of the 13 cities and the majority limits contact information to the following:

- Name
- Address of City Hall
- Physical Phone Number

- Email address
- Term of Councilor

Based on the foregoing, it is my recommendation that we restrict contact information for the Mayor and City Councilors as well as Board and Commission members as outlined above.

*Action is required on this matter.*

6. **Ceres Street Compactor/Dumpster Extension of Lease.** In response to the [letter dated August 16, 2019, which has been received from Attorney Daniel Hoefle](#) for the September 3, 2019 Council agenda on behalf of the licensees of the Ceres Street compactor license, I provide the following information:

- 1) Portsmouth's Riverhouse Restaurant Group, LLC, Peco Diablo, Inc., and Old Ferry Landing, Inc., have been parties along with the City of Portsmouth since 2009, to a license agreement which allows those restaurant entities to use City property on Ceres Street for the construction and operation of a trash compactor. In addition, the area is used for grease collection and composting. [See attachments.](#)
- 2) The original consideration for the agreement was the cost of construction of the brick enclosure facility and the equipment located within it. That cost has been paid by the licensees. There is no current consideration paid to the City by the licensees, although all costs, risks, and obligations relating to the facility are borne by the licensees.
- 3) The license agreement terminates under its own its own terms on October 31, 2019. The license did contain an option which would have allowed for an automatic renewal for an additional five (5) year period, if the licensees had "made a written request to the City Manager ... no later than May 15, 2019." No such request was made.
- 4) The request now made by Attorney Hoefle seeks to have the City Council authorize the additional five (5) year renewal of the license, notwithstanding that the licensees failed to make the request prior to May 15, 2019.

A factor which may affect the Council's determination is that the City has been advised by the licensee's contractor Waste Management that the compactor is operating at capacity and there would be no room for any additional licensees.

*It is within the authority of the City Council to grant the request of the licensees if it so chooses. An appropriate motion for that purpose would be:*

*Move that the request of the licensees to extend the term of the Ceres Street compactor license for an additional five (5) years pursuant to item 13 of that license be granted.*

7. **260 Myrtle Avenue Easement – Acceptance of Utility Easement.** The Department of Public Works has installed new public sewer and drain lines across a residential property at 260 Myrtle Avenue. [See the attached plan and deed](#) showing the location of the relocated lines. The property owners of 260 Myrtle Avenue, Robert A. and Meghan M. Defosses, are prepared to execute a permanent easement deed for the newly located lines. The property owners agreed to this installation on the condition that it would not interfere with their plans to construct a new garage on their property. As a result, the width of the easement is atypically narrow in areas. Although this is not an ordinary installation and easement, this compromise resolves the City’s need to place new infrastructure in the neighborhood while accommodating the needs of the cooperating property owners. At the August 15, 2019 Planning Board meeting, the Planning Board moved to recommend the City Council accept a utility easement from Robert A. and Meghan M. Defosses.

*I recommend that the City Council move to authorize the City Manager to negotiate, execute and accept a utility easement from Robert A. and Meghan M. Defosses.*

8. **Market Street Property – Acceptance of Sewer Line Easement.** The Department of Public Works has installed a sewer line across a commercial lot located on to the west of the intersection of Market Street and Russell Street. [See the attached plan and map](#) showing the location of the line, as well as the [deed](#). The property owner is North End Master Development LP, and the legal representatives of this limited partnership are prepared to execute a permanent easement deed for the sewer line.

Harborcorp, LLC previously proposed to use this parcel for open space as a part of a large development which was not completed. As a part of that development, the City laid a sewer line and integrated it into the public sewer line system. Public Works plans to work on the line within the next month, and now proposes to memorialize the agreement with the property owner via easement deed.

At the August 15, 2019 Planning Board meeting, the Planning Board moved to recommend the City Council accept a sewer line easement from North End Master Development LP.

*I recommend the City Council move to authorize the City Manager to negotiate, execute and accept a sewer easement from North End Master Development LP.*

9. **111 Maplewood Avenue Easement.** The property is located at 111 Maplewood Avenue within the North End Incentive Overlay District, which allows for a wide range of mixed uses, however there are height restrictions. The proposed building in the North End may not exceed three stories or 45 feet. On May 16, 2019, the Planning Board voted to approve a site plan application and grant a density bonus in exchange for the owner conveying to the City publically accessible community space. The owner was required to provide publically accessible open space areas, such as wide pedestrian sidewalks, a pedestrian alley and pocket park by Easement Deed. (Chapter 10, Article 5A, Section 10.5A46.10-23.) Under the ordinance, 20% of the lot area is required to be conveyed as community space. In this case, the owner provided 27.5% of the lot area as publically accessible open

space. Therefore, the Planning Board approved a conditional use permit for the excess community space to be credited towards future project pursuant to Section 10.5A46.23.

As part of the approval process, the owner is required to submit an Easement Deed to the City for these public access areas. The Legal Department recommends that a Certificate of Title to assure proper recording of the easement and subordination of any prior encumbrances should be a condition of accepting the Easement. Thus, the Legal Department requests authority for the City Manager to accept the following Easement Deed in a form similar as presented and described below:

Easement from 111 Maplewood Avenue, LLC for property at 111 Maplewood Avenue:

1. Easement Deed.

Exhibit 1 – Easement Deed for public access of community space for pedestrian use as described in the attached Plan. The easement areas consists of 11,803 square feet, including a widened sidewalk, a pedestrian alley and pocket park as depicted on the attached Plan. The Easement Deed ensures permanent public access, use and enjoyment of these easement areas.

*I recommend the City Council move to authorize the City Manager to negotiate, execute, accept and record the Easement for Public Access to Community Space from 111 Maplewood Avenue, LLC in a form substantially as presented. This authorization is conditioned upon the receipt of a Certificate of Title from the owner.*

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

1. **Report Back Re: PFAS Drinking Water Standards.** As requested by Assistant Mayor Lazenby, attached is a report back from Deputy Director of Public Works Brian Goetz regarding PFAS Drinking Water Standards.
2. **Market Square Upgrade.** In the coming weeks, the City will release a Request for Qualifications for professional services to develop a conceptual master plan for improvements to Market Square and the public streets and sidewalks in the immediate vicinity. Much of the public infrastructure above and below Market Square and intersecting streets (including utilities, sidewalks, roadways, street trees and street furniture) is due for an upgrade, and this project is identified in the City's Capital Improvement Plan. Prior to proceeding with the infrastructure improvements, the City would like to consider how other aspects of this vital public space might be improved or altered consistent with historic preservation objectives, urban design principles, and the City's Complete Street, Walk-Friendly, and Bike-Friendly policies. The first phase in this process will be the development of a conceptual master plan and preliminary cost projections. Future phases will include preliminary design plans and opinion of project costs and final design and preparation of construction documents.
3. **Rock Street Park Renovation Press Release.** For your information, attached is a press release regarding the Rock Street Neighborhood Park Renovation and Re-opening.



at Law

*Representing Management Exclusively in Workplace Law and Related Litigation*

Jackson Lewis P.C. 100 International Drive Suite 363 Portsmouth, NH 03801 Tel 603 559-2700 Fax 603 559-2701	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
--	--	--	---	---

Attorneys [www.jacksonlewis.com](http://www.jacksonlewis.com)

THOMAS M. CLOSSON  
DIRECT DIAL: 603-559-2729  
[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager Bohenko, Mayor Blalock and Members of the Portsmouth City Council  
From: Tom Closson  
Re: Tentative Agreement with the Portsmouth Police Ranking Officers Association  
Date: August 6, 2019

This City’s negotiating team has reached a tentative agreement with the Portsmouth Police Ranking Officers Association (“the Union”) on a new four (4) year collective bargaining agreement. I am pleased to recommend this tentative agreement to you. The material terms of the tentative agreement are summarized below.

<b><u>CBA SECTION</u></b>	<b><u>PROPOSED CHANGE</u></b>
Duration	Four year CBA – from July 1, 2019 through June 30, 2023.
4 (Fair Practices)	Add “ <u>...or any other status or characteristic protected by Federal, State or Local law or ordinance.</u> ”
11 (Promotions and Transfers)	The parties will work cooperatively on developing a promotional process that is mutually acceptable and that at least for promotions to the position/level of second in command (currently Captain), includes a public element.
14 (Salaries)	Change CPI-U reference from Boston-Brockton-Nashua to Boston-Cambridge-Newton, MA-NH.

14 (Salaries)	COLA increase based on 10 year rolling average CPI-U for Boston-Cambridge-Newton, MA-NH (not less than 2.0% and not greater than 5.0%) on July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022.
15 (Hours Of Duty)	Extend the current MOU.
16 (Overtime)	Modify Article 16 (Overtime) to allow bereavement and military leave to be counted as hours worked for purposes of calculating overtime.
17 (Special Assignments)	No three hour minimum if employee is called in or held over contiguous to his/her regular shift. Employees will not be paid more than a single three hour minimum for work performed during the same three hour period.
26 (Health And Welfare Insurance)	Change the premium cost sharing arrangement on the AB 10/20/45 plan as the driver plan to 88%/12% on July 1, 2020; 86%/14% on July 1, 2021; and 85%/15% on July 1, 2022.
26/27 Health and Dental Insurance)	Clarifying language extending benefits to same sex marriages.
27 (Dental Insurance)	As soon as practicable after the execution of the CBA, subject to any waiting period required by the insurer, change dental coverage offering to HealthTrust's Plan 3F (with a \$1500 plan year maximum).
Article 29 (Life Insurance)	As soon as practicable after the execution of the CBA, subject to any waiting period required by the insurer, increase the life insurance benefit to 1x base salary.
Article 32 (Clothing Allowance)	Modify as follows – <u><i>“In the event an employee changes Divisions, an additional \$100.00 Clothing Allowance will be paid.”</i></u>
Article 34 (Educational Incentive)	<p>Eliminate the current Associates' Degree incentive.</p> <p>Convert the current contract language on Educational Incentives to track provisions in Fire and Police Patrol CBAs, modified as follows:</p> <p>Effective July 1, 2019, all permanent full time employees in the bargaining unit shall be eligible to receive the following advanced degree/incentive payments:</p> <ul style="list-style-type: none"> <li>(a) Veteran's Incentive    1% of base pay</li> <li>(b) Bachelor's Degree    2% of base pay</li> <li>(c) MA/MS/PhD/JD    2.5% of base pay</li> </ul> <p>Effective July 1, 2020, all permanent full time employees in the bargaining unit</p>

	<p>shall be eligible to receive the following advanced degree/incentive payments:</p> <ul style="list-style-type: none"> <li>(a) Veteran's Incentive 1.5% of base pay</li> <li>(b) Bachelor's Degree 2.5% of base pay</li> <li>(c) MA/MS/PhD/JD 3% of base pay</li> </ul> <p>These advanced degree/incentive payments are non-cumulative and shall be paid in two (2) equal installments, the first of which shall be due on the first wage payment date during the month of December in each year of this contract, and the second of which shall be due on the first wage payment date in June during each year of this contract.</p> <p>These advanced degree/incentive payments are based upon degrees conferred on or before December 1<sup>st</sup> of the year prior to payment. In the event of an anticipated change in degree status, in order to allow for proper budgeting, the Employee must provide the Department with written notice of the anticipated change no later than January 31<sup>st</sup> of the year prior to payment in order to be eligible for the benefit. A certified copy of the degree shall be placed on file with the Department in order to be eligible for payment. Employees who are honorably discharged from Armed Forces will receive the Veteran's Incentive, payable in two installments (December and June).</p> <p>Any employee who is eligible for both the Educational Incentive and the Veteran's Incentive will receive only one Incentive, whichever is greater.</p> <p>Additionally, as soon as practicable after the execution of this Agreement, the City will pay a one-time, five hundred dollar (\$500) stipend to the employee currently in charge of supervising juvenile prosecutions, in lieu of an advanced degree/incentive payment.</p>
41 (Outside Detail)	Form a joint labor/management committee to include the Patrol Union and the Chief of Police to study the current outside duty rate and processes, and to make a recommendation for any necessary revisions to the Police Commission for consideration.

I believe that this tentative agreement is both fair and reasonable, and I recommend it to you for ratification. I will also be happy to answer any questions that you have about this tentative agreement.



WORKING AGREEMENT

Between

THE PORTSMOUTH POLICE COMMISSION

and

THE PORTSMOUTH POLICE

RANKING OFFICERS ASSOCIATION

~~July 1, 2014 to June 30, 2019~~ July 1, 2019 to July 1, 2023

TABLE OF CONTENTS

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
1. RECOGNITION	5
2. MANAGEMENT RIGHTS	5
3. EMPLOYEE RIGHTS	5
4. FAIR PRACTICE	5
5. MANAGEMENT - LABOR MEETINGS	6
6. NEW SERGEANTS, CAPTAINS AND COMMANDERS	6
7. RESIDENCY	6
8. SENIORITY	6
9. VACANCIES	6
10. SPECIAL DETAILS	6
11. PROMOTIONS	6
12. PERSONNEL REDUCTION	6
13. TEMPORARY SERVICE OUT-OF-RANK	6
14. SALARIES	7
15. HOURS OF DUTY	7
16. OVERTIME	7
16.A COURT APPEARANCES	8
17. SPECIAL ASSIGNMENTS	8
18. EXCHANGE OF' DAYS OFF	8
19. HOLIDAYS	8
20. PERSONAL DAYS	9

TABLE OF CONTENTS  
(continued)

	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
21	VACATIONS	9
22.	SICK LEAVE	9
23.	INJURED LEAVE	10
24.	TEMPORARY ALTERNATIVE DUTY	10
25.	WORKERS' COMPENSATION	11
26.	HEALTH AND WELFARE INSURANCE	11
26A	STIPEND GRANDFATHER LANGUAGE	12
27.	DELTA DENTAL COVERAGE	12
28.	LIABILITY INSURANCE	13
29.	LIFE INSURANCE	13
30.	FUNERAL & EMERGENCY LEAVE	13
31.	LONGEVITY PAY	13
32.	CLOTHING ALLOWANCE	13
33.	MILITARY LEAVE	14
34.	EDUCATIONAL INCENTIVE	14
35.	GRIEVANCE PROCEDURE	15
36.	SEPARABILITY	16
37.	REOPENING OF CONTRACT	16
38.	DURATION OF CONTRACT	16
39.	SCOPE OF AGREEMENT	16
40.	NO STRIKE/LOCKOUT	16
41.	OUTSIDE DETAIL	17
42.	MATERNITY LEAVE	17

43.	FAMILY AND MEDICAL LEAVE ACT	18
44.	MILITARY LEAVE	18
45.	STIPEND FOR PERFORMANCE EVALUATION IMPLEMENTATION	18
	SIGNATURES	18
	ADDENDUM #1 - RETREAT RIGHTS AGREEMENT	19

1. **RECOGNITION:** The COMMISSION recognizes the ASSOCIATION as the sole and exclusive bargaining agency for all permanent members of the Portsmouth Police Department above the rank of "Patrolman" for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Nothing in this Agreement shall deprive or limit any member of the Portsmouth Police Department or of the ASSOCIATION in the exercise of any rights, powers and liberties granted them by the laws of The State of New Hampshire or The United States of America.
2. **MANAGEMENT RIGHTS:** The ASSOCIATION recognizes the prerogative of Management to operate and manage its affairs in all respects in accordance with existing laws and regulations of the appropriate authorities including municipal personnel policies and work rules. Examples of the authority as to every matter not expressly covered by this Agreement and which Management has not officially abridged, delegated or modified and which is retained by Management such as, but is not limited to, are:

1. The functions, programs and methods of the public employer.
2. The use of technology in the public employer's organizational structure.
3. The selection, direction and number of personnel so as to continue public control of government.
4. Budgetary considerations.
5. Departmental and managerial policies.

Except as expressly or indirectly modified by clear language and a specific provision of this Agreement, the COMMISSION retains exclusively to itself, all rights that it has or may hereafter be granted by law, and shall exercise those rights without such exercise being subject to grievance or arbitration. (Amended: March 04, 1987).

The Chief of Police, with approval of the Commission, may make transfers within rank regardless of the duration of the appointment. Further, management shall continue to have the discretion to decide when to fill for absences due to sickness, injury, vacation, leave of absence, training programs, school, etc. (Amended January, 1997, July 19, 2004)

3. **EMPLOYEE RIGHTS:**

- A. The COMMISSION and the ASSOCIATION agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the ASSOCIATION, or to discriminate against any employee because said employee has given testimony, or taken part in a grievance procedure, or proceedings of the ASSOCIATION.
- B. No permanent employee shall be disciplined except for just cause, and that any major disciplinary actions (i.e., written warning, suspension or dismissal) taken against any member of the Portsmouth Police Department covered by this Agreement will be subject to the grievance procedure. (Amended: March 04, 1987)

4. **FAIR PRACTICE:** The Commission and the Police Department and the Union reaffirm and will maintain a policy not to discriminate against any person because of race, creed, color, national origin, sex, age, marital status, ~~Vietnam-era~~ veteran status, qualified ~~handicapped status~~ disability, ~~or~~ participation in Union activities or affairs: Or any other status or characteristic protected by Federal, State or Local law or ordinance.

5. **MANAGEMENT - LABOR MEETINGS:** Officers of the ASSOCIATION shall be allowed to meet with the COMMISSION whenever necessary to carry out the contents and purposes of this Agreement. No more than three (3) officers shall be designated. Officers who are off duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, but off-duty officers are entitled to compensation for attending negotiations and labor-management meetings. (Amended: July 19, 2004)
6. **NEW SERGEANTS, LIEUTENANTS AND CAPTAINS:** All new ranking officers shall serve a probationary period as prescribed by the COMMISSION not to exceed one (1) year. All those who have satisfactorily completed their probationary period shall be known as permanent ranking officers, and their probationary period shall be included when computing seniority. Ranking officers, upon completion of their probationary period, will be provided with a copy of this Agreement at the Department's expense, including all appendices, hereto.
7. **RESIDENCY:** As a condition of employment, all ranking officers of the City of Portsmouth, New Hampshire Police Department shall, within six (6) months of employment, become domiciled to within a thirty (30) mile radius of the border of the City of Portsmouth and shall remain domiciled within that radius during their term of employment. (Amended: March 04, 1985, March 04, 1987, July 19, 2004, September 7, 2016)
8. **SENIORITY:** The seniority of a ranking officer shall be determined by time in grade. In the event that more than one (1) employee was promoted on the same date, seniority shall be determined by the highest test score (if applicable). Otherwise, seniority shall be determined by length of service in present grade. In the event that all of the above are equal between two or more employees, seniority will be determined by a method which is agreeable to all parties concerned, such as a test, coin flip, etc. (Amended: March 01, 1987)
9. **VACANCIES:** Vacancies in the ranking officers ranks shall be filled as determined by the Chief and Commission. (Amended: July 19, 2004)
10. **SPECIAL DETAILS:** All ranking officers shall be eligible to fill any vacancy which may occur, whether said vacancy is in the Patrol Division or in the Investigative Division, or any other Special Detail position which may be instituted. Promotions to these positions shall be filled in the same manner as any other promotion.
11. **PROMOTIONS AND TRANSFERS:** ~~Promotions and transfers within the Portsmouth Police Department shall be made under the "Policy for Promotions" promulgated by the Portsmouth Police Commission on February 1, 1981 (amended April 9, 1987) and made an appendix to this agreement. (Amended: March 04, 1987, July 19, 2004).~~ The parties will work cooperatively on developing a promotional process that is mutually acceptable and that at least for promotions to the position/level of second in command (currently Captain), includes a public component.
12. **PERSONNEL REDUCTION:** In the event of a reduction in the ranks of the Police Department, employees with the least seniority will be first to be reduced in rank. Re-hiring will be done opposite the laying-off procedure, in that, the last officer laid off will be the first to be re-hired. Should any such employee refuse to be re-hired for whatever reason, said employee will lose all seniority and be placed at the bottom of the re-hiring list. (Amended: March 04, 1987) See Addendum #1 for Retreat Rights Agreement.
13. **TEMPORARY SERVICE OUT-OF-RANK:** When a member of the ASSOCIATION is absent from duty for a minimum of ten (10) consecutive work days, (or a minimum of fifteen (15) work days if the absence is for schooling or courses), and a specific officer of lesser rank is designated in writing by Management to assume the full-time and ongoing duties and responsibilities of the absent officer, the officer will be compensated for this service at the same rate of pay as the person for whom they are working. Temporary service out-of-rank does not constitute a promotion. (Amended: March 04, 1987, January 28, 1997, July 19, 2004)

14. **SALARIES:**

~~Effective June 30, 2016, the salary schedule will be increased by a COLA of 2% (no retro). Effective July 1, 2016 the salary schedule will be increased by COLA of 2% and modified by deleting the bottom 2 steps and adding 4 new 1% steps. Effective 7/1/16, due to the restructuring of the ranking officers' positions and duties, officers will be placed on the new pay scale based on these factors and years in current rank. Effective July 1, 2017 and July 1, 20182019, July 1, 2020, July 1, 2021, and July 1, 2022~~ 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-Cambridge-Newton, MA-NH, all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

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

Applicability After Contract Expires: It is clearly understood that in the event that the ~~five-four~~ year Working Agreement expires without a successor Working Agreement being settled prior to July 1, ~~2019-2023~~ that no further COLA adjustments after July 1, ~~2018-2022~~ 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, ~~2019~~2023.

Detectives shall receive the following annual stipends:

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

Ranking officers serving in the Patrol Division shall be paid an annual shift work differential of \$1,135.88 to be paid \$567.94 in December and \$567.94 in June. The detective stipend and shift differential shall increase in accordance with the COLA adjustment described above.

The Department agrees to maintain the current minimum fifteen percent (15.0%) gap between top step patrol wages and first step sergeant wages.

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

Effective July 1, 2013, eight (8) of the hours required for annual New Hampshire Police Standards and Training council (NHPSTC) certification on programs not required by the PPD will be without compensation.

The parties will continue to abide by the current MOU on hours of work (attach to CBA?)

16. **OVERTIME:** No officer will be required to work more than the officer's regular eight-hour

shift or forty-hour week except as provided in this Section. Any officer required to do so will be paid at an overtime rate, and this pay will, hereinafter, be referred to as "Overtime Pay." Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours. Any time worked over this fifteen (15) minute period will be paid at the regular overtime rate for only the time worked. It is expressly understood that time spent on outside or private work details will not be counted in determining the number of hours worked for overtime distribution. With respect to any outside details for which the Chief of Police or the Chief's designee has authorized the deployment of a Supervisor to be in charge of the detail, the rate of pay for the Supervisor shall be at the overtime rate for a Sergeant. (Amended: April 3, 1990)

Paid leave taken for Vacation, Sick Leave, Personal days, ~~Bereavement, Military Leave,~~ and Administrative Leave for Pending discipline will not count as time worked for overtime purposes. Notwithstanding the above, Officers called in or held over by management to work periods contiguous to their regularly scheduled shifts shall be paid at the overtime rate. Nothing in this provision shall affect the overtime for call-back or court time minimums, outside details, or grant-funded initiatives. The effective date for this provision shall be January 16, 2011.

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

- 16A **Court Appearances:** If officers are required by the Department to attend Court or a hearing during their off duty hours they shall be paid a three (3) hour minimum at their time and one half rate, but shall pay to the Department any and all witness fees paid to them for attending the Court or the hearing. This will include Local, County, State, and Federal Courts. Any officer who becomes eligible for this pay will fill out an overtime slip showing the time the officer arrived in Court and the time the officer left along with the name of the Defendant in the case. (Effective July 1, 1995) [Only those employees who are on the payroll on the date the City Council gives final approval to a successor agreement shall be entitled to retroactive payment under this section.] Payment for court appearances shall not be compounded, pyramided, overlapped with or added to compensation for any other purpose except outside work details. (Amended January, 1997, July 19, 2004)
17. **SPECIAL ASSIGNMENTS:** Any officer called in for special assignment during said officer's off-duty time, shall be paid a minimum of three (3) hours at the overtime rate, and such overtime rate shall continue for any hour or portion, thereof, (at least fifteen (15) minutes), beyond said three (3) hours. This shall include parade duty, as well as any other instance where extra police protection is required. Payment for special assignments shall not be compounded, pyramided, overlapped with or added to compensation for any other purpose. No three hour minimum will be due if an employee is called in or held over contiguous to his/her regular shift. Employees will not be paid more than a single three hour minimum for work performed during the same three hour period.(Amended: July 19, 2004)
18. **EXCHANGE OF DAYS OFF:** Members of the ASSOCIATION shall be allowed to exchange days off with other members of equal rank with the approval of the Chief of Police or the Chief's designee.
19. **HOLIDAYS:** The following Holidays shall be paid Holidays for all members regardless of whether the member's day off falls on the Holiday or not, or if it falls during the member's annual, sick or injured leave:

NEW YEAR'S DAY  
MARTIN LUTHER KING, JR. DAY  
PRESIDENTS' DAY



GOOD FRIDAY (one-half day)  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
COLUMBUS DAY  
VETERANS DAY  
THANKSGIVING DAY  
FRIDAY FOLLOWING THANKSGIVING DAY  
CHRISTMAS DAY

(Amended 1997)

20. **PERSONAL DAYS:** All ranking officers shall be entitled to four (4) days off per Fiscal Year which will be classified as "Personal Days." These days may be utilized only when sufficient coverage is available so that overtime hiring is not necessary, and will be a paid day off not chargeable to any other leave. (Amended: March 04, 1987, April 3, 1990, May 3, 1999, July 19, 2004)

21. **VACATIONS:** All members completing one (1) full year of service shall be entitled to ten (10) working days paid vacation per year, and shall earn an additional day per year from the completion of the member's second year to the completion of the member's eleventh year, at which time the member shall have earned a total of twenty (20) annual vacation days. Upon completing the member's twelfth year, the member shall earn a bonus day, thus earning two (2) extra days for the twelfth year, and will continue to earn as before, one (1) day per year to the completion of the member's twentieth (20th) year, at which time the member will have earned thirty (30) days annual paid vacation. Each member may accumulate no more than fifty (50) days annual leave. This may be accumulated from year-to-year by saving a maximum of one-third (1/3) total leave earned by the member for that year. (Amended: July 01, 1982, July 19, 2004).

The vacation pick form will be structured to include a column delineating upcoming shift rotation for the vacation pick period for patrol ranking officers. Patrol ranking officers will pick scheduled vacation to insure that at least one member of the rotation (Captain, Lieutenant, sergeant) will not be on vacation, In the event that a patrol ranking officer desires to swap his/her upcoming shift, and his/her vacation pick will result in all three ranking officers being vacant from the shift, the ranking officer swapping into the shift will reschedule or cancel his/her vacation time.

The two Captains assigned to Administration will coordinate any vacation pick to insure that they will not be on scheduled leave at the same time. The Lieutenant and Sergeant assigned to Personnel and Training Division will do the same. The Captain and Lieutenant assigned to the Bureau of Investigative Services will schedule their vacation picks so they shall not conflict as outlined above. The two sergeants assigned to the Bureau of Investigative Services will do the same. (Amended: July 19, 2004)

22. **SICK LEAVE:** Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year, or one and one quarter (1 1/4) days per month, and may be accumulated without limit. Upon death or retirement or voluntary termination of employment, the City will pay to the officer or the officer's family or heirs or to the estate of the deceased officer an amount representing ninety percent (90%) of the sick leave the officer may have accumulated to the date of the officer's retirement, death or termination of employment.

Whenever a member is absent from duty due to injury or sickness not job-related, said member shall be paid the member's regular rate of pay within the limits of the members accumulated sick leave.

For any Employee hired after January 1, 1990 who has more than 150 sick days accrued

according to the Department's records, the parties will grandfather and freeze further accrual at the employee's current level as of the date of execution and allow the use of (but not the payout of) this additional sick leave, consistent with the existing rules and regulations of the department regarding the use of sick leave. (Amended: September 7, 2016)

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

### **Notice To Receive Sick Leave Payout**

Officers requesting advance pay-outs for accrued sick leave in lieu of retirement must do so in writing to the Chief of Police indicating an irrevocable date of retirement and the dates they wish to receive one, two or three lump sum pay-outs (at 90% of the current wage). Once the pay-out begins, the employee may not withdraw said notice of retirement or voluntary termination. (Amended: July 19, 2004)

### **Three Year Payout Option**

If an employee wants accumulated sick leave to be paid out over more than one year, the employee may give up to three years of notice. However, it is understood that once payment begins the employee may not withdraw said notice of retirement or voluntary termination. (Amended January, 1997)

### **ZERO Payout For New Hires**

New employees hired into the Department after January 1, 1997 who become members of the ranking officers bargaining unit shall not be entitled to any payout for accumulated sick leave upon retirement, termination, or death. Such employees will still be allowed to accrue for all purposes and capped at one hundred fifty (150) days. (Amended 1997, September 7, 2016)

23. **INJURED LEAVE:** Accident or personal injury to any employee arising out of the employee's employment shall be covered by the NH Workers Compensation statute and the rules and regulations issued pursuant to said statute. Employees receiving temporary disability payments under said statute shall be entitled to the difference between the amount received from the insurance or the workers Compensation carrier and the officer's regular pay check. Said payments shall be made until the employee is able to return to work, but in no event shall such payments by the Department or the City exceed fifty-two (52) weeks. (Amended October 1993)

24. **TEMPORARY ALTERNATIVE DUTY**

(A). In compliance with RSA 281-A:23-b, the Chief of Police, under delegation of authority from the Commission, *may* provide temporary alternate duty assignments (light duty) for injured employees.

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

- 1) **PATROL DIVISION** — Employees assigned to the patrol division who request light duty in accordance with this section, may work light duty assignments within the patrol division, and will have the same work schedule, subject to authorization from

his/her physician and the availability of a light duty assignment. The Department will make a reasonable attempt to insure that the Officer's days off and hours of light duty will coincide, to the extent possible, with the officers selected shift he/she selected pursuant to the "Shift Pick". If an officer can not be assigned to his/her previously selected shift due to the lack of light duty work, the Department shall consider the officers individual circumstances in making a light duty assignment.

- 2) **SPECIAL DETAILS** — Officers assigned to Special Details may perform light duty that is consistent with "Special Detail" assignments. (Amended: July 19, 2004)
- 3) **ADMINISTRATIVE ASSIGNMENTS** — Officers assigned to administrative assignments may perform light duty that is consistent with such assignments.

(C) Nothing in this agreement shall be construed as conflicting with the injured leave section of the contract.

(D) It shall be entirely optional for employees with non-work related injuries or illnesses to accept a light duty assignment. It is the sole discretion of the Chief of Police whether or not to offer a light-duty assignment to officers who are injured off-duty. Officers who return to a light-duty position due to an off-duty injury will receive compensation for the hours worked. Officers with work related injuries shall have priority for light duty assignments.

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

(F) Light duty assignments shall not affect the shift assignments, or shift bid possibilities, or other employees. Employees assigned to light duty shall be assigned to the same shift as their assignment before the injury, subject to the limitations in Paragraph B (I) above.

(G) Officers assigned to light duty are not eligible to work any overtime listed in the "work book" which includes "budgets" or "outside details".

(H) An employee whose physician has approved him/her for a light duty assignment and who loses any workers compensation benefits for refusal to accept temporary alternate duty offered by the Police Department shall not be eligible for injured leave.

25. **WORKERS' COMPENSATION INSURANCE:** The City shall provide, at no cost to the employee, Workers' Compensation Insurance for each member of the Department. (Amended: July 19, 2004)

26. **HEALTH AND WELFARE INSURANCE:** The City shall provide health insurance for individual, two person or family coverage for full-time employees. Effective July 1, 2020, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 89% of the premium cost and the employee paying 11% of the premium cost. Effective July 1, 2021, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 88% of the premium cost and the employee paying 12% of the premium cost. Effective July 1, 2022, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 85% of the premium cost and the employee paying 15% of the premium cost.~~Effective as soon as possible after City Council approval of the 1995-1998 contract the insurance will be Blue Choice One (I) or equivalent coverage. SAID plan shall include at least a \$2,000,000.00 lifetime maximum coverage.~~

~~The City will provide an IRS 125 Plan by which employees may make their contributions on a pretax basis. Participation in the plan will be voluntary. (Amended January 1997)~~

~~Effective July 1, 2014 the employee's cost will be twenty percent (20.0%) of the premium and the Commission will pay eighty percent (80.0%).~~

~~Within a reasonable time after the approval of this contract by the City Council, the Commission will offer employees the option of choosing health insurance under the Matthew Thornton Plan so long as it is offered by the NHMA Health Insurance Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 1 00 MC and Blue Choice as set forth above:~~

**Employee Percentage**

2014-15	15.5%
---------	-------

~~Effective December 1, 2016, employees will have the choice of enrolling in the AB 20 plan with a 10/20/45 prescription or the BC 20 plan with the 10/20/45 prescription. The City will only pay 90% of the premium of the AB20 plan with the employee paying 10% of the premium. If an employee wishes to enroll in the Blue Choice 20 10/20/45 plan, the City's contribution toward the cost of health insurance will be capped at 90% of the premium cost of the AB 20 10/20/45 plan. If the cost paid by the City exceeds any of the threshold levels for assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax, the parties will each select a plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties.~~

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

Health Insurance: Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council. (Amended: July 19, 2004)

**26A STIPEND GRANDFATHER LANGUAGE:**

The City will pay a stipend of \$500.00 (increase effective July 1, 2016) per quarter to any employee who is eligible for health insurance coverage under this Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the city, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department. If the employee is found to have dual coverage, the employee must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. (Added October, 1993)

**27. ~~DELTA DENTAL COVERAGE: The City agrees to pay such sums as necessary each month for each permanent member and each probationary member of the Department (including their dependents), to have dental coverage under HealthTrust's Plan 3F with a \$1,500 plan year maximum benefit. The City agrees to pay such sums as necessary each month for each permanent member and each probationary member of the Department (including their~~**

~~dependents), with a \$750.00 maximum benefit per person per contract year to Delta Dental Plan I for the following coverages:~~

- COVERAGE "A" - 100%
- COVERAGE "B" - 60%
- COVERAGE "C" - 50%

This coverage is effective on October 01, 1981. (Amended: April 09,1984)

28. **LIABILITY INSURANCE:** Effective as soon as practicable after the City Council approval of this agreement, the City of Portsmouth shall provide at no cost to the employee, insurance coverage in the amount of \$2,000,000 for liability protection for actions arising out of the performance of the employee's duties, including action for False Arrest.

29. **LIFE INSURANCE:** The City of Portsmouth shall provide, at no cost to the employee, life insurance coverage of no less than ~~\$10,000 on each member of the Police Department. This coverage shall be increased to twenty thousand dollars (\$20,000) effective July 1, 1999. (Amended May 3, 1999). Effective as soon as practicable after the City Council approval of the agreement, this coverage shall increase to forty thousand dollars (\$40,000.00). This insurance also automatically includes Accidental Death Coverage up to \$20,000 per person one times base salary for all employees.~~

30. **FUNERAL & EMERGENCY LEAVE:** In the event of the death of one of the following relatives of any member of the Police Department, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. The purpose of such leave shall be to attend the funeral and/or memorial service of the deceased relative. Relatives covered are:

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

The above relatives will apply to both the employee and the employee's spouse. In addition to the above, the Chief of Police may upon written application grant up to three (3) days Emergency Leave if in the Chief's opinion, the circumstances warrant. (Amended: March 04, 1987, October, 1993, July 19, 2004)

31. **LONGEVITY PAY:** Any member having completed five (5) years of continuous service by December 31st will be paid a longevity bonus as follows: after five (5) years - \$151.34, and an additional \$45.39 per year for every additional year of service thereafter. The longevity pay will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. (Amended: July 19, 2004)

32. **CLOTHING ALLOWANCE:** The City of Portsmouth will provide the amount Eight Hundred Forty-One Dollars and Seventy Five Cents (841.75) to be paid on or about July 1, 2014 or at such time as set by the COMMISSION to each member of the bargaining unit for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. This will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. The following

articles are considered as part of the uniform:

Bars (Service)	Blouse	Boots (ins.)
Cap (summer & winter)	Cape & Cover	Chevrons
Epaulets	Gloves (black)	Gloves (white)
Hat Pieces	Jacket (cruiser)	Raincoat
Scarves	Overshoes	shirt(short & long)
Rain Hat	Rubbers	Ties
Shoes and/or Repairs	Sweater (blue)	Socks (navy/black)
Trousers	Underwear (Ins.)	Knife (pocket/jack)
Vest (traffic safety)	Vest (blue Ins.)	Flashlight
Clothing maintenance/tailoring		

In addition to the previous list, any article of clothing required to be worn as part of the uniform will be allowed to be purchased. In addition to the above, suitable civilian clothing, such as suit coats, trousers, hats, shirts and suits may be purchased.

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

All new employees hired between July 1st and December 31st shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered the employee's clothing allotment for the Fiscal Year. If an employee is hired between January 01st and June 30th, the employee's uniform and equipment will be supplied, however, the employee's allowance shall be one-half (1/2) of the usual amount for the next Fiscal Year. In the event of a change in duty from Line Officer to the Investigative Division or from the Investigative Division to Line Duty, an additional \$100.00 Clothing Allowance will be paid. (Amended: March 04, 1987) (Amended: April 3, 1990)(Amended October 1993) (Amended: July 19, 2004)

In the event that an employee changes dDivisions, an additional \$100.00 clothing allowance will be paid.

- 33. **MILITARY LEAVE:** Except as note herein, the Department shall follow the City of Portsmouth's Military Leave Policy. (Added October, 1993, July 19, 2004)
- 34. **EDUCATIONAL INCENTIVE:** Permanent full time employees of the Police Department shall be eligible to receive, in addition to his/her annual salary, advanced degree pay for the following degrees from accredited colleges: Effective July 1, 2019, all permanent full time employees in the bargaining unit shall be eligible to receive the following advanced degree/incentive payments:

- (a) Veteran's Incentive 1% of base pay
- (b) Bachelor's Degree 2% of base pay
- (c) MA/MS/PhD/JD 2.5% of base pay

These advanced degree/incentive payments are non-cumulative and shall be paid in two (2) equal installments, the first of which shall be due on the first wage payment date during the month of December in each year of this contract, and the second of which shall be due on the first wage

payment date in June during each year of this contract.

These advanced degree/incentive payments are based upon degrees conferred on or before December 1<sup>st</sup> of the year prior to payment. In the event of an anticipated change in degree status, in order to allow for proper budgeting, the Employee must provide the Department with written notice of the anticipated change no later than January 31<sup>st</sup> of the year prior to payment in order to be eligible for the benefit. A certified copy of the degree shall be placed on file with the Department in order to be eligible for payment. Employees who are honorably discharged from the Armed Forces will receive the Veteran's Incentive, payable in two installments (December and June).

Any employee who is eligible for both the Educational Incentive and the Veteran's Incentive will receive only one Incentive, whichever is greater. Effective July 1, 2017 and July 1, 2018, the educational incentive will be increased by the rolling 10 year average CPI-U, between 2% and 5%.

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

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

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

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

- (A) Any employee having a grievance shall bring it to the attention of the Deputy Chief of Police. If the matter is not resolved with the Deputy Chief, the employee shall notify the Officers of the ASSOCIATION in writing within seven (7) days of noting the grievance and the Officers of the ASSOCIATION shall determine the justification of said grievance. (Amended: July 19, 2004)
- (B) If the Officers feel that a grievance exists, the officer will arrange a meeting within five (5) days from the receipt of the grievance with the Chief of Police or the Chief's designee in an attempt to adjust the grievance informally.
- (C) In the event that the grievance cannot be satisfactorily settled between the Chief of Police and the representatives of the ASSOCIATION within fourteen (14) days of the meeting described in (B), the matter will then be referred to the COMMISSION.
- (D) Within ten (10) days from the referral set forth in (C), the COMMISSION will schedule a date to hear the grievance as presented by the Chief of Police and the ASSOCIATION.' The COMMISSION shall render its decision in writing as soon as possible but not later than fifteen (15) calendar days.
- (E) (Section 1) If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the ASSOCIATION may, by giving notice to the COMMISSION within ten



(10) working days after the Association receives the COMMISSION'S written decision, submit the grievance to Arbitration. Such notice shall be addressed in writing to the COMMISSION.

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

(Section 3) - The COMMISSION and the ASSOCIATION agree that they will individually be responsible for their own costs, preparation and presentation. The COMMISSION and the ASSOCIATION further agree that they shall equally share in the compensation and the expense of the Arbitrator.

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

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

(Section 6) - The Arbitrator shall furnish a written opinion specifying the reasons

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

for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the ASSOCIATION and the COMMISSION and the aggrieved employee who initiated the grievance. (Amended: March 04, 1987)

(Section 7) - The arbitration provisions of this Section shall be subject to the provisions of RSA 542 "Arbitration of Disputes."

36. **SEPARABILITY:** Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in force. In the event that this Agreement should provide more advantageous benefits than those provided in any statutes, the terms of this Agreement shall prevail.
37. **REOPENING OF CONTRACT:** It is hereby agreed by the COMMISSION and the ASSOCIATION that any and all terms of this Agreement relating to working conditions shall be opened for additions or omissions at any time before its expiration date upon agreement of both parties.
38. **DURATION OF CONTRACT:** The terms of this Agreement shall be in effect, where reasonable, from the date of City Council approval and shall expire June 30, 2019. No cost item in this agreement shall have retroactive effect unless it is specifically described as such and the cost is disclosed to and approved by the Commission and the City Council. (Amended: March 04, 1987) (Amended: April 3, 1990)(October 1993) (Amended January 1997) (Amended: July 19, 2004)(Amended September 7, 2016)
39. **SCOPE OF AGREEMENT:** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the COMMISSION and the Association, for the life of this Agreement, each, voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

The Waiver or breach of a condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all of the terms of this Agreement. The COMMISSION and the ASSOCIATION herein agree this document represents the entire Agreement between the Parties and that no other Agreement, understanding or past practice exists, except as specifically enunciated in this Agreement.

40. **NO STRIKE/LOCKOUT:** During the life of this Agreement, neither the ASSOCIATION nor any ASSOCIATION Officer, Representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Police Department. The Commission agrees not to conduct a lock-out. The ASSOCIATION and its Officers shall not be considered to have violated this Article if they have used all reasonable efforts to prevent or cause to cease the ACTIVITIES prohibited by this Section.

In the event of a violation of this Section, the COMMISSION or the ASSOCIATION, as the case may be, may at its option, institute any or all proceedings in a Court of Law, or in Equity, or before the Public Employee Labor Relations Board or in Arbitration pursuant to the procedures described in this Agreement.

#### **41. OUTSIDE DETAIL**

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

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

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

Upon execution of this agreement, outside or private work details shall be paid forty two dollars (\$42.00) an hour with a guaranteed minimum of four (4) hours. Overtime and/or "Budgets" will be subject to Section 21 "Overtime" Pay. Overtime jobs carry a three- (3) hour minimum.

The parties will form a joint labor/management committee to include the Patrol Union and the Chief of Police to study the current outside duty rate and processes, and to make a recommendation for any necessary revisions to the Police Commission for consideration.

#### **42. MATERNITY LEAVE**

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

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

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

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

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

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

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

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

Upon application to the Chief of Police, these restrictions may be waived, on a case-by-case basis, at the Chief's discretion. (Amended: October, 1994) (Amended March 19, 1999)

**43. FAMILY AND MEDICAL LEAVE ACT**

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

**44. MILITARY LEAVE**

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

**45. STIPEND FOR PERFORMANCE EVALUATION IMPLEMENTATION**

The parties will implement and follow the final version of the attached draft evaluation system. Bargaining unit members who are employed by the City upon the execution of this Agreement will receive a stipend payment of \$1,000 (not added to base compensation and less all ordinary and regular withholdings) in their first full paycheck after the execution of this Agreement; and a stipend payment of \$1,000 (not added to base compensation and less all ordinary and regular withholdings) in their first full paycheck after January 1, 2017, provided that they remain Bargaining Unit members on January 1, 2017. See the attached Exhibit 2.

Dated at Portsmouth, New Hampshire, this \_\_\_\_ day of \_\_\_\_\_ ~~2018~~2019.

PORTSMOUTH POLICE  
RANKING OFFICERS ASSOCIATION

PORTSMOUTH POLICE COMMISSION

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

By: \_\_\_\_\_  
Joseph Onosko  
Chairman, Police Commission

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

\_\_\_\_\_  
~~Arthur Hilson~~  
~~Commissioner~~

\_\_\_\_\_  
~~Negotiating Committee Member~~

\_\_\_\_\_  
~~James Splaine PPROA~~  
~~Commissioner~~

\_\_\_\_\_  
~~Robert Merner~~

Chief of Police

---

Thomas Closson  
City Negotiator

**PORTSMOUTH POLICE RANKING OFFICERS - 07-23-19**

Retirement Rate	29.43%	28.43%	28.43%	28.43%	28.43%
COLA		2.00%	2.00%	2.00%	2.00%
		.5% Scale Adj	.5% Scale Adj		

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

Wages	FY19 Base Year	FY20*	FY21	FY22	FY23	Projected 4-Yr Total
Salary	1,452,708	1,471,975	1,480,058	1,491,320	1,490,866	5,934,219
Holiday	64,238	65,101	65,461	65,974	65,938	262,474
Longevity	15,510	15,296	16,120	16,948	17,778	66,142
Special Detail	10,323	10,328	10,328	10,328	10,328	41,313
Health Stipend	-	-	-	-	-	-
Shift Differential	12,295	11,066	11,066	11,066	11,066	44,263
Educational Stipend	17,319	18,319	18,319	18,319	18,319	73,276
Evaluation Stipend	-	-	-	-	-	-
Retirement	462,755	452,630	455,264	458,847	458,944	1,825,686
Medicare	22,800	23,085	23,220	23,402	23,407	93,114
Clothing	15,489	15,490	15,490	15,490	15,490	61,958
<b>TOTAL</b>	<b>2,073,437</b>	<b>2,083,290</b>	<b>2,095,325</b>	<b>2,111,694</b>	<b>2,112,136</b>	<b>8,402,445</b>

Year-to-Year **CURRENT** Gross Budget Change  
% Change

	9,853	12,036	16,369	442
	0.48%	0.58%	0.78%	0.02%

38,699	Total Yr-to-Yr Increase*
1.87%	Change FY19 to FY23
0.47%	Avg % Change

**PROPOSED TENTATIVE AGREEMENT-RANKING GROSS BUDGET**

Wages	FY19 Base Year	FY20*	FY21	FY22	FY23	Projected 4-Yr Total
Salary	1,452,708	1,501,415	1,539,852	1,577,335	1,613,761	6,232,364
Holiday	64,238	66,403	68,106	69,761	71,374	275,644
Longevity	15,510	15,596	16,758	17,963	19,205	69,521
Special Detail	10,323	10,535	10,746	10,960	11,180	43,420
Health Stipend	-	-	-	-	-	-
Shift Differential	12,295	11,287	11,513	11,743	11,978	46,521
Educational Stipend	17,319	28,904	35,971	36,845	37,685	139,405
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	-	-	-
Retirement	462,755	464,586	478,461	490,306	501,841	1,935,194
Medicare	22,800	23,695	24,403	25,007	25,595	98,700
Clothing	15,489	15,799	16,115	16,438	16,776	65,129
<b>TOTAL</b>	<b>2,073,437</b>	<b>2,138,220</b>	<b>2,201,924</b>	<b>2,256,358</b>	<b>2,309,395</b>	<b>8,905,896</b>

Year-to-Year **PROPOSED** Gross Budget Change

	64,783	63,704	54,434	53,037
	3.12%	2.98%	2.47%	2.35%

235,958	Total Yr-to-Yr Increase
11.38%	Change FY19 to FY23
2.85%	Avg % Change per yr

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

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

Wages	FY19 Base Year	FY20*	FY21	FY22	FY23	Projected 4-Yr Total
Salary	-	29,440	30,355	26,221	36,880	122,895
Holiday	-	1,302	1,343	1,142	1,648	5,435
Longevity	-	300	338	377	412	1,427
Special Detail	-	207	211	215	219	851
Health Stipend	-	-	-	-	-	-
Shift Differential	-	221	226	230	235	912
Educational Stipend	-	10,585	7,067	874	840	19,366
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	-	-	-
Retirement	-	11,956	11,241	8,262	11,439	42,897
Medicare	-	610	573	421	583	2,188
Clothing	-	310	316	322	339	1,287
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	<b>-</b>	<b>54,930</b>	<b>51,668</b>	<b>38,065</b>	<b>52,595</b>	<b>197,259</b>
		2.65%	2.48%	1.82%	2.49%	9.51%
		2,448	3,117	2,614	2,664	11,843
		52,482	48,551	35,451	49,931	185,416

ICAC Grant Paid Portion of Total  
City Portion

197,259	Total Yr-to-Yr Increase
9.51%	Change FY19 to FY23
2.38%	Avg % Change

**CUMULATIVE TENTATIVE AGREEMENT COST**

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

Wages	FY19 Base Year	FY20*	FY21	FY22	FY23	Projected 4-Yr Total
Salary	-	29,440	59,794	86,016	122,895	298,145
Holiday	-	1,302	2,645	3,787	5,435	13,169
Longevity	-	300	638	1,014	1,427	3,379
Special Detail	-	207	417	632	851	2,107
Health Stipend	-	-	-	-	-	-
Shift Differential	-	221	447	677	912	2,258
Educational Stipend	-	10,585	17,652	18,526	19,366	66,129
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	-	-	-
Retirement	-	11,956	23,197	31,459	42,897	109,509
Medicare	-	610	1,183	1,604	2,188	5,585
Clothing	-	310	626	948	1,287	3,170
<b>TOTAL COST OF TENTATIVE AGREEMENT</b>	<b>-</b>	<b>54,930</b>	<b>106,599</b>	<b>144,664</b>	<b>197,259</b>	<b>503,452</b>

ICAC Grant Paid Portion of Total  
City Portion

24.28%	Total Cumulative FY19-FY23
6.07%	Avg % Change per yr

**RANKING**

**Health**

	FY19 Base	FY20	FY21	FY22	FY23
Total Premium	438,034	438,034	438,034	438,034	438,034

Existing	90%	90%	90%	90%	90%
Employer	394,230.89	394,230.89	394,230.89	394,230.89	394,230.89

	10%	10%	10%	10%	10%
Employee	43,803.43	43,803.43	43,803.43	43,803.43	43,803.43

Proposed	90%	90%	88%	86%	85%
Employer	394,230.9	394,230.9	385,470.2	376,709.5	372,329.2
		-	(8,761)	(8,761)	(4,380)

	10%	10%	12%	14%	15%
Employee	43,803.43	43,803.43	52,564.12	61,324.80	65,705.15
		-	8,761	8,761	4,380

	Year to Year					Total
Employer Savings	-	-	(8,761)	(8,761)	(4,380)	(21,901.72)
	Cumulative					
Employer Savings	-	-	(8,761)	(17,521)	(21,902)	(48,183.78)

**Dental**

	FY19 Base	FY20	FY21	FY22	FY23
Current (750 Benefit)	20,253	20,253	20,253	20,253	20,253
Proposed (1500 Benefit)	-	26,825	26,825	26,825	26,825

Cost Difference	Year to Year					Total
	-	6,573	6,573	6,573	6,573	26,291
	Cumulative					
		6,573	13,146	19,718	26,291	65,728

**LIFE**

	FY19 Base	FY20	FY21	FY22	FY23
Current (10,000 Benefit)	1,550	1,550	1,550	1,550	1,550
Proposed (1x Salary Benefit)	-	2,897	2,972	3,051	3,112

Cost Difference	Year to Year					Total
	-	1,347	1,422	1,500	1,562	5,831
	Cumulative					
		1,347	2,769	4,269	5,831	14,216

**Net Proposed Medical/Dental/Life Changes**

Net 4-Yr Proposed <u>Year-To-Year</u> Medical/Dental Cost	<b>10,220.36</b>
Net 4-Yr Proposed <u>Cumulative</u> Medical/Dental Cost	<b>31,759.50</b>



Attorneys at Law

Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis P.C.  
 100 International Drive  
 Suite 363  
 Portsmouth, NH 03801  
 Tel 603 559-2700  
 Fax 603 559-2701  
[www. acksonlewis.com](http://www.jacksonlewis.com)

ALBANY, NY	GRAND RAPIDS, MI	MORRISTOWN, NJ	RALEIGH-DURHAM, NC
ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
AUSTIN, TX	HONOLULU, HI	NORFOLK, VA	SACRAMENTO, CA
BALTIMORE, MD	HOUSTON, TX	OMAHA, NE	SAINT LOUIS, MO
BIRMINGHAM, AL	INDIANAPOLIS, IN	ORANGE COUNTY, CA	SALT LAKE CITY, UT
BOSTON, MA	JACKSONVILLE, FL	ORLANDO, FL	SAN DIEGO, CA
CHICAGO, IL	LAS VEGAS, NV	OVERLAND PARK, KS	SAN FRANCISCO, CA
CINCINNATI, OH	LONG ISLAND, NY	PHILADELPHIA, PA	SEATTLE, WA
CLEVELAND, OH	LOS ANGELES, CA	PHOENIX, AZ	STAMFORD, CT
DALLAS, TX	MEMPHIS, TN	PITTSBURGH, PA	TAMPA, FL
DAYTON, OH	MIAMI, FL	PORTLAND, OR	WASHINGTON DC REGION
DENVER, CO	MILWAUKEE, WI	PORTSMOUTH, NH	WHITE PLAINS, NY
DETROIT, MI	MINNEAPOLIS, MN	PROVIDENCE, RI	

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

To: City Manager Bohenko, Mayor Blalock and Members of the Portsmouth City Council  
 From: Tom Closson  
 Re: Tentative Agreement with the Portsmouth Police Patrolman’s Union  
 Date: July 26, 2019

This City’s negotiating team has reached a tentative agreement with the Portsmouth Police Patrolman’s Union (“the Union”) on a new four (4) year collective bargaining agreement. I am pleased to recommend this tentative agreement to you. The material terms of the tentative agreement are summarized below.

<b><u>CBA SECTION</u></b>	<b>PROPOSED CHANGE</b>
Duration	Four year CBA – from July 1, 2019 through June 30, 2023.
3 (Union Security)	Delete second paragraph in this section.
6 (Fair Practices)	Add “...or any other status or characteristic protected by Federal, State or Local law or ordinance.”
19 (Salaries)	Change CPI-U reference from Boston-Brockton-Nashua to Boston-Cambridge-Newton.



19 (Salaries)	COLA increase based on 10 year rolling average CPI-U for Boston-Cambridge-Newton (not less than 2.0% and not greater than 5.0%) on July 1, 2019; July 1, 2020; July 1, 2021; and July 1, 2022.
20 (Hours Of Duty)	Continue current MOU.
27 (Delta Dental Coverage)	As soon as practicable after the execution of the CBA, subject to any waiting period required by the insurer, the City will change its dental coverage offering to HealthTrust's Plan 3F (with a \$1500 plan year maximum).
39 (Health Insurance)	Change the premium cost sharing arrangement on the AB 10/20/45 plan as the driver plan to 89%/11% on July 1, 2019; 88%/12% on July 1, 2020; 87%/13% on July 1, 2021; and 86%/14% on July 1, 2022.
43 (Life Insurance)	As soon as practicable after CBA execution, increase the life insurance benefit to 1 x base salary.

This tentative agreement has been ratified by both the Union and the Portsmouth Police Commission. I believe that this tentative agreement is both fair and reasonable, and consistent with all of the City's negotiating guidelines. I recommend it to you for ratification. I will also be happy to answer any questions that you have about this tentative agreement.

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

**JULY 01, ~~2014~~2019 TO JUNE 30, ~~2019~~2023**

## TABLE OF CONTENTS

	<u>Page Number</u>
CALL BACK PAY SPECIAL ASSIGNMENTS	16
CLOTHING ALLOWANCE	25
COURT APPEARANCES	16
CRUISER MAINTENANCE	27
DELTA DENTAL INSURANCE	24
DURATION OF CONTRACT	28
EDUCATION STIPEND	28
EMPLOYEE RIGHTS	6
EXCHANGE OF DAYS OFF	16
FAIR PRACTICES	6
FAMILY MEDICAL LEAVE ACT	20
FUNERAL & EMERGENCY LEAVE	24
GRIEVANCE PROCEDURE	26
HEALTH INSURANCE BLUE CROSS - BLUE SHIELD	23
HOLIDAYS	17
HOURS OF DUTY	13
INJURED LEAVE	20
INSTEAD OF CASH PAYMENT FOR OVERTIME	13
INSURANCE: BLUE CROSS - BLUE SHIELD	23
INSURANCE: DELTA DENTAL COVERAGE	24
INSURANCE: LIABILITY INSURANCE	24
INSURANCE: LIFE INSURANCE	24
INSURANCE: WORKMAN'S COMPENSATION INSURANCE	23
LEAVES: FAMILY AND MEDICAL LEAVE ACT	20
LEAVES: FUNERAL & EMERGENCY LEAVE	24
LEAVES: MATERNITY LEAVE	19
LEAVES: SICK LEAVE	19
LIABILITY INSURANCE	24

LIFE INSURANCE	24
LONGEVITY PAY	25
MANAGEMENT - LABOR MEETINGS	6
MANAGEMENT RIGHTS	5
MATERNITY LEAVE	19
METHOD OF PICKING VACATIONS	18
MILITARY LEAVE	20
NEW EMPLOYEES	6
NO STRIKE/LOCKOUT	28
OUTSIDE WORK DETAILS	15
OVERTIME	13
PERFORMANCE EVALUATION SYSTEM	28
PERSONAL DAYS	17
PERSONNEL REDUCTION	10
PREAMBLE	5
PRESENT BENEFITS	27
PROMOTION TO SERGEANT	9
PROMOTIONS	9
RECOGNITION	5
REHIRED EMPLOYEES	7
REOPENING OF CONTRACT	27
RESIDENCY	7
SAFETY AND HEALTH	27
SALARIES	10
SENIORITY	7
SENIORITY LISTS	7
SEPARABILITY	27
SHIFT ASSIGNMENTS	16
SICK LEAVE	19
SIGNATURES	29

SPECIAL DETAILS AND CANINE HANDLERS	8
TEMPORARY ALTERNATIVE DUTY	21
TEMPORARY SERVICE OUT-OF-RANK	10
TRAVEL REIMBURSEMENT AND OVERTIME POLICIES	13
UNION SECURITY	5
VACANCIES	8
VACATION	17
WORKMAN'S COMPENSATION INSURANCE	23

## 1. PREAMBLE

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

## 2. RECOGNITION

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

## 3. UNION SECURITY

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

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

## 4. MANAGEMENT RIGHTS

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

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

## **5. EMPLOYEE RIGHTS**

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

## **6. FAIR PRACTICES**

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

## **7. MANAGEMENT - LABOR MEETINGS**

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

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

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

## **8. NEW EMPLOYEES**

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

department will make available to UNION officers departmental copying equipment on an as needed basis for making copies of the labor Agreement for distribution to its members and to newly hired police officers. (1 Amended: July 01, 1974); (2 Amended: February 19, 1987); (3 Amended: April 10, 1990) (4. Amended October 6, 2003)

## **9. RESIDENCY**

As a condition of employment, all patrol officers will be domiciled to within a thirty (30) mile radius of the border of the City of Portsmouth and shall remain domiciled within that radius during their term of employment. Newly hired patrol officers shall, within six (6) months of employment, become domiciled to within a thirty (30) mile radius of the border of the City of Portsmouth and shall remain domiciled within that radius during their term of employment. (Amended: July 01, 1985, October 6, 2003, September 7, 2016).

## **10. SENIORITY**

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

## **11. REHIRED EMPLOYEES**

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

## **12. SENIORITY LISTS**

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

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



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

### **13. VACANCIES**

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

### **14. SPECIAL DETAILS AND CANINE HANDLERS**

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

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

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

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

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

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

**15. PROMOTION TO SERGEANT**

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

**16. PROMOTIONS**

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

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

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

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

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

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

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

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

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

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

**17. PERSONNEL REDUCTION**

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

**18. TEMPORARY SERVICE OUT-OF-RANK**

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

**19. SALARIES**

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

**POLICE OFFICER**  
July 1, 2014—June 30, 2016

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

~~POLICE OFFICER  
July 1, 2016—June 30, 2017~~

<del>POSITION</del>	<del>SALARY</del>	<del>BI- WEEKLY</del>	<del>HOLIDAY/ DAILY</del>	<del>HOURLY</del>	<del>OVERTIME</del>
<del>MASTER PATROL III</del>	<del>\$63,098.24</del>	<del>\$2,426.86</del>	<del>\$242.69</del>	<del>\$30.34</del>	<del>\$45.50</del>
<del>MASTER PATROL II</del>	<del>\$61,260.44</del>	<del>\$2,356.17</del>	<del>\$235.62</del>	<del>\$29.45</del>	<del>\$44.18</del>
<del>MASTER PATROL</del>	<del>\$59,620.85</del>	<del>\$2,293.11</del>	<del>\$229.31</del>	<del>\$28.66</del>	<del>\$43.00</del>
<del>MAXIMUM</del>	<del>\$55,461.26</del>	<del>\$2,133.13</del>	<del>\$213.31</del>	<del>\$26.66</del>	<del>\$40.00</del>
<del>PATROL 5TH</del>	<del>\$54,108.54</del>	<del>\$2,081.10</del>	<del>\$208.11</del>	<del>\$26.01</del>	<del>\$39.02</del>
<del>PATROL 4TH</del>	<del>\$51,692.11</del>	<del>\$1,988.16</del>	<del>\$198.82</del>	<del>\$24.85</del>	<del>\$37.28</del>
<del>PATROL 3RD</del>	<del>\$49,528.02</del>	<del>\$1,904.92</del>	<del>\$190.49</del>	<del>\$23.81</del>	<del>\$35.72</del>
<del>PATROL 2ND</del>	<del>\$47,369.64</del>	<del>\$1,821.91</del>	<del>\$182.19</del>	<del>\$22.77</del>	<del>\$34.16</del>
<del>PATROL 1ST</del>	<del>\$45,496.59</del>	<del>\$1,749.87</del>	<del>\$174.99</del>	<del>\$21.87</del>	<del>\$32.84</del>

To be eligible for the Master Patrol Officer II step, the officer must be at the Master Patrol step and have twelve (12) years or more years of service. Effective July 1, 2013, a fifteen (15)-year Master Patrol III step at three percent (3.00%) above Master Patrol II will be added to the wage scale. Effective July 1, 2017 a new step will be created for employees with eight (8) years of service at 3.75% above Maximum I and a new step will be added for employees with sixteen (16) years of service, which will be 3.42% above Master III.

~~Effective June 30, 2016, increase the current salary schedule by a 2% COLA (no retro). Effective July 1, 2016, increase the salary schedule by an additional 2% COLA. Effective July 1, 2017, 2019, July 1, 2020, July 1, 2021, and July 1, 2022 a COLA, adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%. Effective July 1, 2018, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.~~

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

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

Applicability After Contract Expires: It is clearly understood that in the event that the ~~five-four~~ year Working Agreement expires without a successor Working Agreement being settled prior to July 1, ~~2019~~ 2023 that no further COLA adjustments after July 1, ~~2018-2022~~ will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that

continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, ~~2019~~2023.

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

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

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

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

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

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

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

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

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

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

	7/01/2014
Initial Appointment	\$1535.60

After 1 year	\$1830.35
After 2 years	\$2126.09

Effective, date of City Council approval Special Detail stipends will in accordance with the COLA increase as calculated above. (Amended: February 19, 1987) (Amended: April 10, 1990) (Amended October, 1994) (Amended March 19, 1999) (Amended October 6, 2003) (Amended February 6, 2012) (Amended September 7, 2016)

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

**20. HOURS OF DUTY**

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

**21. OVERTIME**

No officer will be required to work more than his regular eight (8) hour shift or forty (40) hour week except as provided in this Section. Any officer required to do so, will be paid at a rate of pay one and one half times his regular hourly rate, and this pay will, hereinafter, be referred to as "Overtime Pay." Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours. Any time worked over this fifteen- (15) minute period to the first hour will be paid as one (1) hour at the overtime pay. Any time worked over this first hour will be paid at the regular overtime rate for only the time worked. It is expressly understood that time spent on outside or private work details will not be counted in determining the number of hours worked for overtime purposes. Overtime compensation shall not be compounded, pyramided, or added to compensation for any other purpose, including but not limited to court appearances or call backs. Outside work details are not subject to this limitation. (Amended: July 01, 1981, October 6, 2003)

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

**21.A INSTEAD OF CASH PAYMENT FOR OVERTIME**

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

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

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

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

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

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

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

Officers who are ordered to report to work (including training) at a location other than the Portsmouth Police Station and outside a twenty- (20) mile radius of the Portsmouth Police Station, will be compensated for the time spent traveling to and from the training or duty. The officer will also receive mileage reimbursement if the officer uses his or her own personal vehicle. The point of reference for computing travel time and mileage will be the Portsmouth Police Station. Overtime compensation for time spent in travel will be paid depending on whether or not the officer is on duty in excess of eight (8) hours on a given day or in excess of forty (40) hours in a given week. Officers returning from duty before the completion of an eight (8) hour period (counting travel outside the twenty (20) mile radius) shall report to work at the Portsmouth Police Station unless the assigned duty has occurred on a scheduled day off.

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

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

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

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

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

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

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

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

**23. OUTSIDE WORK DETAILS<sup>1</sup>**

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

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

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

Outside or private work details shall be paid at the overtime rate for a Patrol Officer at the three and one-half year step with a guaranteed minimum of four (4) hours. Effective upon execution of this agreement, outside or private work details shall be paid \$42.00 per hour with a guaranteed minimum of

---

<sup>1</sup> As a part of this Agreement, Local #11 has agreed to withdraw any claims for monetary damages due to the change in the outside detail ordinance, and the Department has agreed to add the following language to its Standard Operating Procedures: "The Union will be notified of any changes in the outside detail policy under consideration by the Chief of Police. Upon request by the Union, the Chief will provide the Union with the opportunity for meaningful input and participation in the decision-making process. The Department agrees to impact bargain any changes in the outside detail policy upon request from the union."



four (4) hours. Overtime and/or "Budgets" will be subject to Section 21 "Overtime" Pay. Overtime jobs carry a three- (3) hour minimum. (Amended March 19, 1999, October 6, 2003) (Amended September 7, 2016)

#### **24. CALL BACK PAY SPECIAL ASSIGNMENTS**

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

#### **25. COURT APPEARANCES**

If officers are required by the Department to attend Court or a hearing during their off duty hours they shall be paid a three (3) hour minimum at their time and one half rate, but shall pay to the Department any and all witness fees paid to them for attending the Court or the hearing. This will include Local, County, State and Federal Courts. (Amended: July 01, 1983) Any officer who becomes eligible for this pay will fill out an overtime slip showing the time he/she arrived in Court and the time he/she left along with the name of the Defendant in the case. Officers calling in sick for Court are not eligible to work overtime or outside details within a twenty four (24)-hour period. Compensation for court appearances may not be compounded, pyramided, or added to compensation for any other purpose unless the officer has had at least a 15-minute break in service after the court appearance. The Police Department will make every effort to reschedule court appearances for officers who are out on injured leave. In the event the case cannot be continued, and the officer is physically able to appear in court, no overtime compensation will be paid. (Amended: October, 1994, October 6, 2003).

#### **26. EXCHANGE OF DAYS OFF**

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

#### **27. SHIFT ASSIGNMENTS**

Work assignments for the three (3) month periods shall be made by seniority choice. Days off will remain constant for each permanent beat throughout all shift changes. The Chief of Police or his designee shall cause a list to be posted thirty (30) days prior to the next shift change containing a list of officers in seniority position and the permanent beats to be filled for the tour-of-duty the officer is assigned (night or day shift). The night shift will include all positions on the evening and midnight shifts through 8:00 A.M. Within fourteen (14) days each position will be filled by seniority choice; the

officer having the highest seniority on his shift having the first choice, etc. This will not apply to positions assigned to special details.

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

## **28. HOLIDAYS**

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

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

## **29. PERSONAL DAYS**

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

## **30. VACATION**

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

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

Detectives will be listed on separate lists from those of uniformed officers. The list will be completed no later than thirty (30) days from the date of posting, at which time it will be turned over to

the Chief of Police or his designee for final posting. When the Summer list is posted and has reached this state, a second list will be posted at this time indicating the officers in order of seniority who may have postponed vacation time not taken during the previous Winter vacation period. These officers will have two (2) weeks to pick their remaining days from those periods not chosen on the Summer vacation list. Permanent officers completing one (1) year shall be allowed ten (10) working days vacation to be counted as "Summer Vacation" and must be taken during the Summer vacation period. After completing the second year, each officer will earn an additional day per year to the completion of his eleventh year, when he shall have earned ten (10) Summer vacation days and ten (10) Winter vacation days.

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

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

However, nothing in this Section shall prevent an officer from requesting the use of any earned time during any part of the year subject to the submission of the proper vacation time request form and subject to the approval of the Chief of Police. Each member may accumulate no more than fifty (50) days' annual leave. This may be accumulated from year-to-year by saving a maximum of 1/3 total leave earned by that member for that year. (Amended: July 01, 1982) (Amended: April 10, 1990)

### **31. METHOD OF PICKING VACATIONS**

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

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

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

### **32. SICK LEAVE**

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

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

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

(D) Officers hired after December 31, 1986, may only request advance payout of accrued sick leave over the last three years prior to their intended retirement or voluntary termination date. Employees hired after March 1990 cannot receive payment for more than a total of one hundred and fifty (150) days of sick leave. This provision cannot be used in any arbitration to interpret existing contract language.

### **33. MATERNITY LEAVE**

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

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

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

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

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

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

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

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

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

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

### **34. FAMILY AND MEDICAL LEAVE ACT**

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

### **35. MILITARY LEAVE**

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

### **36. INJURED LEAVE**

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

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

for such injury, the said police officer shall reimburse the Department for the amount allowed him as payment for service lost as a result of said injury. Said reimbursement will be made from the amount received by the officer after the expenses incurred by the officer in the recovery amount has been deducted. Employees shall not be eligible to work Departmental overtime or outside work details while on Injured Leave. (Amended October 6, 2003)

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

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

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

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

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

### **37. TEMPORARY ALTERNATIVE DUTY**

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

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

- 1) PATROL DIVISION – Employees assigned to the patrol division who request light duty in accordance with this section, may be assigned to work light duty assignments within the patrol division or as call takers within the dispatch center and will have the same work schedule, subject to authorization from his/her physician and the availability of a light duty assignment. Officers may also be assigned administrative tasks such as, but not limited to updating warrant files, assisting with managing the outside workbook, etc. The Department will make a reasonable attempt to insure that the Officer's days off and hours of light duty will coincide, to the extent possible, with the officers selected shift he/she selected pursuant to the "Shift Pick". If an officer can not be assigned to his/her previously selected shift due to the lack of light duty work, the Department shall consider the officer's individual circumstances in making a light duty assignment.

- 2) SPECIAL DETAILS – Officers assigned to Special Details (i.e. Detectives, Youth Services) may perform light duty that is consistent with “Special Detail” assignments or within the dispatch center as call takers. Officers may also be assigned administrative tasks such as, but not limited to updating warrant files, assisting with managing the outside workbook, etc.
  - 3) CALL TAKERS – The Commission agrees that the provisions above relating to “call takers within the dispatch center” shall be negotiated with the Portsmouth Police Civilians Employees Association. (Amended October 6, 2003)
- (C) Nothing in this agreement shall be construed as conflicting with the injured leave section of the contract.
- (D) It shall be entirely optional for employees with non-work related injuries or illnesses to accept a light duty assignment. It is the sole discretion of the Chief of Police whether or not to offer a light-duty assignment to officers who are injured off-duty. Officers who return to a light-duty position due to an off-duty injury will receive compensation for the hours worked. Officers with work related injuries shall have priority for light duty assignments.

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

- (E) Light duty assignments shall not affect the shift assignments, or shift bid possibilities, or other employees. Employees assigned to light duty shall be assigned to the same shift as their assignment before the injury, subject to the limitations in Section 36 and in Section 37, Paragraph B (1) above.
- (F) The Chief of Police may require an officer to be examined by the Work Performance Center anytime after four weeks if the Chief has a concern that the officer is fit for regular duty. The officer may request a mutually acceptable neutral physician to render an opinion if he/she contests the Police Department’s ruling. The neutral physician shall be designated jointly by the City’s physician and the employee’s physician as soon as practicable under the circumstances. The two (2) physicians shall endeavor to designate a neutral physician capable of examining the employee within seven (7) calendar days of his/her designation as neutral physician. The costs of the neutral physician shall be borne by the City. If the report of the neutral physician supports the assignment of full duty, the employee shall forthwith report for appropriate duty. If the report does not support the assignment of full duty, the employee shall remain on light duty status. Each physician who administers an examination under this procedure shall be provided, by the City, a detailed analysis of the physical requirements of the task (s) to which the employee shall be assigned if returned to limited duty, and shall be asked to make his/her determination of the fitness of the examined employee to perform limited duty based on the specific physical requirements of each limited duty task. Each physician who determines that an examined employee is capable of being assigned to limited duty shall be required to specify in his/her report which, if any, limited duty task(s) the examined employee is capable of performing, and the recommended number of hours per day and per week that the employee may be assigned to limited duty.

(G) Officers assigned to light duty are not eligible to work any overtime listed in the “work book” which includes “budgets” or “outside details”.

(H) An employee whose physician has approved him/her for a light duty assignment and who loses any workers compensation benefits for refusal to accept temporary alternate duty offered by the Police Department shall not be eligible for injured leave.  
(Amended: March 19, 1999)

**38. WORKMAN'S COMPENSATION INSURANCE**

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

**39. HEALTH INSURANCE: ~~BLUE CROSS - BLUE SHIELD~~**

~~A. ——— A. ———~~ The City shall provide health insurance for individual, two person, or family coverage for full-time employees. ~~Effective July 1, 2019, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 89% of the premium cost and the employee paying 11% of the premium cost. Effective July 1, 2020, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 88% of the premium cost and the employee paying 12% of the premium cost. Effective July 1, 2021, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 87% of the premium cost and the employee paying 13% of the premium cost. Effective July 1, 2022, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 86% of the premium cost and the employee paying 14% of the premium cost.~~

Formatted: Indent: Left: 0.25"

~~The employee shall have a choice between BC/BS Plan, Comp 100 with a Managed Care rider or Blue Choice One (1). After implementation of the plans, the employee will be allowed to choose between said plans prior to the Health Insurance contract renewal date each July. The employer may provide equal and comparable coverage to the above mentioned plans.~~

~~Effective July 1, 2014 the employee's cost will be twenty percent (20%) of the premium and the Commission will pay eighty percent (80%).~~

~~The Commission will offer employees the option of choosing health insurance under the Matthew Thornton Plan so long as it is offered by the NHMA Health Insurance Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 100 MC and Blue Choice as set forth above:~~

<del>Year</del>	<del>Employee Percentage</del>	<del>Year</del>	<del>Employer Percentage</del>
<del>July 1, 2014</del>	<del>Fifteen and One Half Percent (15.5%)</del>	<del>July 1, 2014</del>	<del>Eighty four and One Half Percent (84.5%)</del>



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

~~The parties' current health insurance arrangement will remain in place until November 30, 2016. For health insurance coverage effective December 1, 2016, the Union will move entirely to only the AB20 10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost. If the premium cost paid by the City exceeds any of the threshold levels for assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax, the parties will each select a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties.~~

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

Health Insurance: Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this ~~five (5)~~four (4) year agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council.

The City will pay a stipend of \$500.00 per quarter (effective July 1, 2016) to any employee who is eligible for health insurance coverage under the Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the City, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout. If the employee is found to have dual coverage the employee must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. (Amended: March 19, 1999, October 6, 2003, September 7, 2016).

#### **40. DELTA DENTAL INSURANCE**

The City agrees to pay such sums as necessary each month for each permanent member and each probationary member of the Department (including their dependents), ~~to have dental coverage under HealthTrust's Plan 3F with a \$1,500 plan year maximum benefit, with a \$750.00 maximum benefit per person per contract year to Delta Dental Plan I for the following coverages: A = 100%; B = 60%; C = 50% This coverage is effective on October 01, 1981. (Amended: April 09, 1984)~~

#### **41. LIABILITY INSURANCE**

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

#### **42. LIFE INSURANCE**

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

#### **43. FUNERAL & EMERGENCY LEAVE**

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

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

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

#### **44. LONGEVITY PAY**

Any member having completed five (5) years of continuous service by December 31st will be paid a longevity bonus as follows: after five (5) years \$124.09 and an additional \$37.22 per year for every additional year of service thereafter. Effective June 30, 2016 and each July 1 of this contract, these longevity bonuses will increase by the 10-year rolling COLA average. (Amended October 6, 2003) (Amended January 1, 2012) (Amended September 7, 2016).

#### **45. CLOTHING ALLOWANCE**

The City of Portsmouth will provide the amount of seven hundred and fifty-one dollars and seventy-three cents (\$751.73) to be paid to each member of the Department for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. Said amount(s) will be paid on or about July 01st of each of the Fiscal Years, or at such time set by the COMMISSION.

Effective June 30, 2016, and July 1, 2016 and each July 1 thereafter, the clothing allowance will increase in accordance with the COLA adjustments for base wages as described in Article 19 above. The uniform is outlined in the PPD SOP (P-102)

The City will repair any article of clothing at no cost to the employee or replace articles of clothing at a depreciated value, based upon the age and wear of articles at the time of damage resulting

from any enforcement action or legitimate police activity. Any equipment torn or otherwise damaged under like circumstances will be repaired or replaced as required at no cost to the employee.

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

#### **46. GRIEVANCE PROCEDURE**

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

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

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

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

(D) In the event that the grievance cannot be satisfactorily settled between the Chief of Police and the representatives of the Union, the matter will be referred to the Commission within ten (10) days after the Chief's answer. The Commission shall meet with the Union for a hearing on the grievance within twenty (20) days of their request for said hearing. If the issue involves discipline, the Commission may require the grievant or the employee on whose behalf the grievance was filed to appear at the Commission hearing. In the event the Commission requires the presence of the grievant at the hearing, the officer will be entitled to overtime pay provided he or she has worked in excess of eight hours a day/forty hours a week as stated in Section 21 of the Agreement. (Amended October 6, 2003)

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

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

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

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

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

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

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

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

#### **47. SAFETY AND HEALTH**

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

#### **48. CRUISER MAINTENANCE**

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

#### **49. PRESENT BENEFITS**

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

#### **50. SEPARABILITY**

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

#### **51. REOPENING OF CONTRACT**

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

#### **52. DURATION OF CONTRACT**

The terms of this Agreement shall be in effect, where reasonable, from the first day of July, ~~2014-2019~~ through June 30, ~~2019~~2023, but shall remain in effect after that date unless either party notifies the other by registered mail of its desire to terminate said contract. Such a termination shall not be effective until sixty (60) days after receipt by registered mail of the notice of termination. No cost item shall be retroactive unless specifically provided by the terms of this Agreement and approved by the City Council. (Amended: March 04, 1987) (Amended: February 19, 1987) (Amended: April 10, 1990) (Amended: October, 1994) (Amended October 6, 2003) (Amended February 21, 2012)(Amended September 7, 2016)

#### **53. NO STRIKE/LOCKOUT**

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

#### **54. PERFORMANCE EVALUATION SYSTEM**

Employees will receive an annual evaluation by their supervisor. The parties will implement the final version of the attached draft evaluation system. Bargaining unit members who are employed by the City upon the execution of this Agreement will receive a stipend payment of \$750.00 (not added to base compensation and less all ordinary and regular withholdings) on January 1, 2017 and January 1, 2018, provided that they remain Bargaining Union members on January 1, 2017 and January 1, 2018. The evaluation system is attached hereto as Exhibit 2.

**55. EDUCATION STIPEND**

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

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

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

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

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

**SIGNATURES:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2018~~2019.

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

**PORTSMOUTH POLICE  
COMMISSION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
NEGOTIATING COMMITTEE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_

\_\_\_\_\_  
City Negotiator

Date of City Council Approval: ~~April 16, 2018~~

**PORTSMOUTH POLICE PATROL OFFICERS - 05/16/19**

Retirement Rate	29.43%	28.43%	28.43%	28.43%	28.43%
COLA		2.00%	2.00%	2.00%	2.00%

**CURRENT CONTRACT-LOCAL 11 GROSS BUDGET (Steps only/No COLA)**

Wages	FY19 Base Year	FY20*	FY21	FY22	FY23	Projected 4-Yr Total
Salary	2,884,309	2,920,868	2,963,378	2,993,359	3,019,272	11,896,876
Holiday	127,501	129,134	131,017	132,293	133,589	526,032
Longevity	15,445	16,801	18,359	20,669	22,455	78,283
Special Detail	29,437	27,616	27,616	27,616	27,616	110,464
Health Stipend	6,000	6,000	6,000	6,000	6,000	24,000
Shift Differential	-	-	-	-	-	-
Educational Stipend	43,000	44,500	44,500	44,500	44,500	178,000
Evaluation Stipend	-	-	-	-	-	-
Retirement	914,005	894,100	907,164	916,707	924,951	3,642,922
Medicare	45,033	45,601	46,268	46,754	47,175	185,798
Clothing	39,060	39,059	39,059	39,059	39,059	156,234
<b>TOTAL</b>	<b>4,103,790</b>	<b>4,123,679</b>	<b>4,183,360</b>	<b>4,226,957</b>	<b>4,264,615</b>	<b>16,798,611</b>

Year-to-Year **CURRENT** Gross Budget Change  
% Change

	19,889	59,681	43,597	37,659
	0.48%	1.45%	1.04%	0.89%

\*Reduction in Retirement Rate

160,826	Total Yr-to-Yr Increase*
3.92%	Change FY19 to FY23
0.98%	Avg % Change

**PROPOSED TENTATIVE AGREEMENT-LOCAL 11 GROSS BUDGET**

Wages	FY19 Base Year	FY20*	FY21	FY22	FY23	Projected 4-Yr Total
Salary	2,884,309	2,979,285	3,083,098	3,176,576	3,268,157	12,507,116
Holiday	127,501	131,716	136,310	140,390	144,601	553,017
Longevity	15,445	17,137	19,100	21,934	24,306	82,477
Special Detail	29,437	28,168	28,732	29,306	29,893	116,099
Health Stipend	6,000	6,000	6,000	6,000	6,000	24,000
Shift Differential	-	-	-	-	-	-
Educational Stipend	43,000	44,500	44,500	44,500	44,500	178,000
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	-	-	-
Retirement	914,005	911,695	943,234	971,938	1,000,013	3,826,880
Medicare	45,033	46,499	48,107	49,571	51,003	195,180
Clothing	39,060	39,840	40,636	41,449	42,278	164,203
<b>TOTAL</b>	<b>4,103,790</b>	<b>4,204,841</b>	<b>4,349,717</b>	<b>4,481,665</b>	<b>4,610,750</b>	<b>17,646,973</b>

Year-to-Year **PROPOSED** Gross Budget Change

	101,051	144,877	131,948	129,084
	2.46%	3.45%	3.03%	2.88%

\*Reduction in Retirement Rate

506,960	Total Yr-to-Yr Increase
12.35%	Change FY19 to FY23
3.09%	Avg % Change per yr

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

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

Wages	FY19 Base Year	FY20*	FY21	FY22	FY23	Projected 4-Yr Total
Salary	-	58,417	61,303	63,497	65,668	248,885
Holiday	-	2,583	2,710	2,804	2,915	11,012
Longevity	-	336	406	523	586	1,851
Special Detail	-	552	563	575	586	2,277
Health Stipend	-	-	-	-	-	-
Shift Differential	-	-	-	-	-	-
Educational Stipend	-	-	-	-	-	-
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	-	-	-
Retirement	-	17,595	18,475	19,162	19,831	75,062
Medicare	-	897	942	977	1,011	3,828
Clothing	-	781	797	813	829	3,219

TOTAL COST OF TENTATIVE AGREEMENT

-	81,162	85,196	88,351	91,426
	1.98%	2.07%	2.11%	2.16%

ICAC Grant Paid Portion of Total	521	3,685	4,186	1,686
City Portion	80,641	81,511	84,165	89,740

346,134	Total Yr-to-Yr Increase
8.43%	Change FY19 to FY23
2.11%	Avg % Change

**CUMULATIVE TENTATIVE AGREEMENT COST**

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

Wages	FY19 Base Year	FY20*	FY21	FY22	FY23	Projected 4-Yr Total
Salary	-	58,417	119,720	183,217	248,885	610,240
Holiday	-	2,583	5,293	8,097	11,012	26,985
Longevity	-	336	742	1,265	1,851	4,194
Special Detail	-	552	1,116	1,690	2,277	5,635
Health Stipend	-	-	-	-	-	-
Shift Differential	-	-	-	-	-	-
Educational Stipend	-	-	-	-	-	-
Evaluation Stipend (FY17 & FY18 ONLY)	-	-	-	-	-	-
Retirement	-	17,595	36,069	55,231	75,062	183,957
Medicare	-	897	1,840	2,817	3,828	9,382
Clothing	-	781	1,578	2,390	3,219	7,969

TOTAL COST OF TENTATIVE AGREEMENT

-	81,162	166,358	254,709	346,134
---	--------	---------	---------	---------

ICAC Grant Paid Portion of Total	521	4,206	8,392	10,078
City Portion	80,641	162,152	246,317	336,056

848,362	Net Cost FY19-FY23
20.67%	Total Cumulative FY19-FY23
5.17%	Avg % Change per yr

**LOCAL 11 - PROJECTED**

**Health**

	FY19 Base	FY20	FY21	FY22	FY23
Total Premium	1,080,056	1,080,056	1,080,056	1,080,056	1,080,056

Existing	90%	90%	90%	90%	90%
Employer	972,050.11	972,050.11	972,050.11	972,050.11	972,050.11

	10%	10%	10%	10%	10%
Employee	108,005.57	108,005.57	108,005.57	108,005.57	108,005.57

Proposed	90%	89%	88%	87%	86%
Employer	972,050.1	961,249.6	950,449.0	939,648.4	928,847.9
		(10,801)	(10,801)	(10,801)	(10,801)

	10%	11%	12%	13%	14%
Employee	108,005.57	118,806.12	129,606.68	140,407.24	151,207.80
		10,801	10,801	10,801	10,801

	Year to Year					Total
Employer Savings	-	(10,801)	(10,801)	(10,801)	(10,801)	(43,202.23)
	Cumulative					
Employer Savings	-	(10,801)	(21,601)	(32,402)	(43,202)	(108,005.57)

**Dental**

	FY19 Base	FY20	FY21	FY22	FY23
Current (750 Benefit)	50,591	50,591	50,591	50,591	50,591
Proposed (1500 Benefit)	-	67,079	67,079	67,079	67,079

Cost Difference	Year to Year					Total
	-	16,488	16,488	16,488	16,488	65,951
	Cumulative					
		16,488	32,975	49,463	65,951	164,876

**Net Proposed Medical/Dental Changes**

Net 4-Yr Proposed <u>Year-To-Year</u> Medical/Dental Changes	<b>22,748.33</b>
Net 4-Yr Proposed <u>Cumulative</u> Medical/Dental Changes	<b>56,870.83</b>





Representing Management Exclusively in Workplace Law and Related Litigation

<b>Jackson Lewis P.C.</b>	ALBANY, NY	GRAND RAPIDS, MI	MORRISTOWN, NJ	RALEIGH-DURHAM, NC
<b>100 International Drive</b>	ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
<b>Suite 363</b>	ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
<b>Portsmouth, NH 03801</b>	AUSTIN, TX	HONOLULU, HI	NORFOLK, VA	SACRAMENTO, CA
<b>Tel 603 559-2700</b>	BALTIMORE, MD	HOUSTON, TX	OMAHA, NE	SAINT LOUIS, MO
<b>Fax 603 559-2701</b>	BIRMINGHAM, AL	INDIANAPOLIS, IN	ORANGECOUNTY, CA	SALT LAKE CITY, UT
<a href="http://www.jacksonlewis.com">www.jacksonlewis.com</a>	BOSTON, MA	JACKSONVILLE, FL	ORLANDO, FL	SAN DIEGO, CA
	CHICAGO, IL	LAS VEGAS, NV	OVERLAND PARK, KS	SAN FRANCISCO, CA
	CINCINNATI, OH	LONG ISLAND, NY	PHILADELPHIA, PA	SEATTLE, WA
	CLEVELAND, OH	LOS ANGELES, CA	PHOENIX, AZ	STAMFORD, CT
	DALLAS, TX	MEMPHIS, TN	PITTSBURGH, PA	TAMPA, FL
	DAYTON, OH	MIAMI, FL	PORTLAND, OR	WASHINGTON DC REGION
	DENVER, CO	MILWAUKEE, WI	PORTSMOUTH, NH	WHITE PLAINS, NY
	DETROIT, MI	MINNEAPOLIS, MN	PROVIDENCE, RI	

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

To: City Manager Bohenko, Mayor Blalock and Members of the Portsmouth City Council  
 From: Tom Closson  
 Re: Tentative Agreement with the Portsmouth Police Civilian Employees Association  
 Date: July 26, 2019

This City’s negotiating team has reached a tentative agreement with the Portsmouth Police Civilian Employees Association (“the Association”) on a new four (4) year collective bargaining agreement. I am pleased to recommend this tentative agreement to you. The material terms of the tentative agreement are summarized below.

CBA SECTION	PROPOSED CHANGE
Duration	Four year CBA – from July 1, 2019 through June 30, 2023.
4 (Fair Practices)	Add “...or any other status or characteristic protected by Federal, State or Local law or ordinance.”
7 (Dues Check Off)	Eliminate agency fee requirement by deleting the last three sentences of Section 7B.
27 (Health And Dental Insurance)	In Section 27A, change the premium cost sharing arrangement on the AB 10/20/45 plan as the driver plan to 89%/11% on July 1, 2019; 88%/12% on July 1, 2020; 87%/13% on July 1, 2021; and 86%/14% on July 1, 2022.

29 (COLA and Salary Schedule)	Change the CPI-U reference from Boston-Brockton-Nashua to Boston-Cambridge-Newton.
29 (COLA and Salary Schedule)	COLA increase based on 10 year rolling average CPI-U for Boston-Cambridge-Newton (not less than 2.0% and not greater than 5.0%) on July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022.
29 (COLA and Salary Schedule)	In addition to COLA, increase the salary schedule by .5% on July 1, 2019 and July 1, 2020.
Wage Scale (ISSA Upgrade)	Upgrade the Information System Support Assistant position to the same wage scale as the IT Administrator position.
11 (OT Multiple Positions)	<p>Add the following language to the bottom of this section:</p> <p>An employee who performs two or more different kinds of work under this agreement, for which different straight time hourly rates are established in this agreement, may agree with the Chief of Police or his/her designee, in advance of the performance of the work, that the member will be paid during overtime hours at a rate not less than one and one-half times the hourly non-overtime rate established for the type of work the member is performing during such overtime hours.</p>
24B (Maternity And Paternity Leave)	Increase paternity leave allotment to 4 weeks of paid sick leave, and give the Chief of Police discretion to act on a case by case basis.
27 (Health and Dental Insurance)	Clarify that benefit eligibility is extended to same sex marriages.
28 (Life Insurance)	The City shall provide, at no cost to the employee, life insurance coverage of no less than one times (1X) the employee's base salary to each member of the bargaining unit.
11 (Overtime)	Allow personal days to count toward hours worked if the contractually required advance notice is provided by the employee and all other contractual requirements are satisfied.
30 (Training Stipend)	Dispatchers assigned to train new employees shall receive a stipend of two dollars and fifty cents (\$2.50) for every hour of training. Effective July 1, 2019 and each July 1 thereafter, the hourly training stipend will increase in accordance with the adjustments for base wages as described in Article 29.
32 (Longevity)	Effective July 1, 2019 and each July 1 thereafter, the longevity bonuses will increase in accordance with the adjustments for base wages as described in Article 29.

33 (Clothing Allowance)	Effective July 1, 2019 and each July 1 thereafter, the clothing allowance bonuses will increase in accordance with the adjustments for base wages as described in Article 29.
42 (Hours of Work)	The City and the Union agree to participate in a mutually agreed upon shift schedule pilot program for the Emergency Communications Center. The length of the pilot trial period and its implementation shall be mutually discussed and subject to approval by the Police Chief. During the pilot period it is the intent of the City and the Union to meet as needed to resolve any implementation issues. During the pilot period this trial schedule may be modified including extended, adjusted, or terminated upon written agreement of the parties or the decision of the Police Chief.
44 (Performance Appraisal System)	As consideration for the adoption of a performance appraisal system, bargaining unit members who are employed by the City upon the execution of this Agreement will receive a \$250 stipend payment (not added to base compensation and less all ordinary and regular withholdings). Provided they remain employed by the City, bargaining unit members will receive additional \$250 stipend payments (not added to base compensation and less all ordinary and regular withholdings) on July 1, 2020 and July 1, 2021.
New Article (Communication Supervisor Working Dispatch Shifts)	The Communications Supervisor will be allowed to perform certain duties in the Emergency Communications Center (ECC) and will assist with the staffing of the ECC during the prolonged hiring and training phase for new dispatchers. This article will only be in effect during times when staffing in the ECC falls below eleven (11) full time dispatchers. The Communications Supervisor will be allowed to work dispatcher shifts on a flex-time basis subject to the current practices for filling overtime shifts. Any open dispatcher shifts in the ECC will first be offered to the civilian staff members of the ECC following the guidelines as set out in SOP S-110. In the event that dispatcher shifts cannot be filled on a voluntary basis by civilian staff members, open dispatcher shifts may be filled by the Communications Supervisor. The Communications Supervisor working dispatcher shifts in the ECC shall be the exception rather than the rule. There will be no permanent placement of the Communications Supervisor working dispatcher shifts in the ECC. Nothing in this article shall be used by management to delay the hiring of dispatchers.
New Article (Police Officers Working Dispatch Shifts)	Police officers will be allowed to perform certain duties in the Emergency Communications Center (ECC) and will assist with the staffing of the ECC during the prolonged hiring and training phase for new dispatchers. This article will only be in effect during times when staffing in the ECC falls below eleven (11) full time dispatchers. Dispatch-qualified Local 11 police officers will be allowed to work dispatcher shifts in the ECC, police side only, on an overtime basis, subject to the current practices for filling overtime shifts. "Dispatch-qualified" will be determined at the sole discretion of the Communications Supervisor. Any open dispatcher shifts in the ECC will first

	<p>be offered to the civilian staff members of the ECC following the guidelines as set out in SOP S-110. In the event that dispatcher shifts cannot be filled on a voluntary basis by civilian staff members, open dispatcher shifts may be filled by dispatch-qualified police officers. Police officers working dispatcher shifts in the ECC shall be the exception rather than the rule. There will be no permanent placement of police officers working dispatcher shifts in the ECC. Nothing in this article shall be used by management to delay the hiring of dispatchers.</p>
<p>Article 27(B) – Dental Insurance</p>	<p>As soon as practicable after the execution of the CBA, subject to any waiting period required by the insurer, the City will change its dental coverage offering to HealthTrust’s Plan 3F (with a \$1500 plan year maximum).</p>

Note, this tentative agreement includes an additional .5% increase to base compensation in 2019 and 2020. The tentative agreement also includes a new paternity leave provision. The negotiating team felt these concessions were necessary to continue to attract, and more importantly, to retain “difficult to find” employees in this bargaining unit, particularly dispatchers. The tentative agreement also clarifies a number of scheduling issues that were important to both the Association and the Department.

This tentative agreement has been ratified by both the Association and the Portsmouth Police Commission. I believe that this tentative agreement is fair and reasonable, and it is consistent with all of the City’s negotiating guidelines. I recommend it to you for ratification. I will also be happy to answer any questions that you have about this tentative agreement.

AGREEMENT

BETWEEN

PORTSMOUTH BOARD OF POLICE COMMISSIONERS

AND

PORTSMOUTH POLICE CIVILIAN EMPLOYEES ASSOCIATION

For the period from July 1, ~~2014~~2019

Through June 30, ~~2019~~2023

## INDEX

		Page
BEREAVEMENT LEAVE	Article 15	10
CALL-IN-TIME	Article 12	8
CLOTHING ALLOWANCE	Article 33	21
COMPENSATORY TIME	Article 43	25
COMPLETE AGREEMENT AND WAIVER CLAUSE	Article 37	22
DISCIPLINARY PROCEDURE	Article 13	8
DUES CHECK OFF	Article 7	6
EDUCATIONAL EXPENSES	Article 21	12
EMPLOYEE INDEMNIFICATION	Article 20	12
EMPLOYEE RIGHTS	Article 3	4
FAIR PRACTICES	Article 4	5
FEDERAL FAMILY AND MEDICAL LEAVE AND MATERNITY LEAVE	Article 24	13
GRIEVANCE PROCEDURE	Article 38	23
HEALTH AND DENTAL INSURANCE	Article 27	16
HOLIDAYS	Article 17	11
HOURS OF WORK	Article 42	25
JOB POSTING	Article 10	7
JURY DUTY AND WITNESS DUTY PAY	Article 19	11
LAYOFF AND RECALL	Article 9	7
LEAVE OF ABSENCE	Article 14	10
LIFE INSURANCE	Article 28	18
LONGEVITY	Article 32	20
MANAGEMENT RIGHTS	Article 2	4
MANAGEMENT/LABOR MEETINGS	Article 40	25
MILEAGE	Article 22	13
MILITARY LEAVE	Article 18	11
NO STRIKE/LOCKOUT	Article 34	21
OVERTIME	Article 11	8

PERFORMANCE APPRAISAL SYSTEM	Article 44	25
PERSONAL DAYS	Article 16	10
PROBATIONARY PERIOD	Article 6	5
RECOGNITION	Article 1	4
REGULAR PART-TIME EMPLOYEE BENEFITS	Article 28A	18
SALARY SCHEDULES		27
SENIORITY	Article 8	6
SEPARABILITY CLAUSE	Article 35	22
SICK LEAVE	Article 26	15
SIGNATURE PAGE		26
STEWARD	Article 36	22
SUBCONTRACTING	Article 23	13
TEMPORARY SERVICE OUT-OF-RANK	Article 41	25
TERMINATION OF AGREEMENT	Article 39	24
TRAINING STIPEND	Article 30	20
UNIT COMPOSITION	Article 5	5
VACATION	Article 25	14
COLA AND SALARY SCHEDULE	Article 29	19
WORKMAN'S COMPENSATION INSURANCE	Article 31	20

Article 1  
RECOGNITION

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

Article 2  
MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of Management to operate and manage its affairs in all respects in accordance with existing laws and regulations of the appropriate authorities including municipal personnel policies and work rules. Examples of the authority as to every matter not expressly covered by this Agreement and which Management has not officially abridged, delegated or modified and which is retained by Management such as, but is not limited to, are:
1. The functions, programs and methods of the public employer.
  2. The use of technology in the public employer's organizational structure.
  3. The selection, direction and number of personnel so as to continue public control of government.
  4. Budgetary considerations.
  5. Departmental and managerial policies, including disciplinary rules.
- B. Except as expressly or indirectly modified by clear language and a specific provision of this Agreement, the Commission retains exclusively to itself, all rights that it has or may hereafter be granted by law, and shall exercise those rights without such exercise being subject to grievance or arbitration or negotiation concerning the effects of changes that are within management prerogative.

Article 3  
EMPLOYEE RIGHTS

- A. The Commission and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because he has given testimony, or taken part in a grievance procedure, or proceedings of the Union.



- B. No permanent employee shall be disciplined except for just cause, and that any major disciplinary actions (i.e., written warning, suspension or dismissal) taken against any member of the Portsmouth Police Department covered by this Agreement will be subject to the grievance procedure.
- C. Employees will be allowed to participate in Credit Union automatic deductions as they have in the past, so long as the computer capability continues with respect to both the Credit Union and City. Further, the Commission agrees that if and when the City develops added computer capability, it will discuss with the Union the possibility of adding additional direct deductions for other Credit Unions.
- D. Union Executive Board members will be allowed to attend an aggregate of forty (40) hours to attend Union related activities such as training, seminars, conventions, and quarterly meetings on department time at no loss of pay or benefits.

Article 4  
FAIR PRACTICES

The Commission and the Police Department and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, creed, color, national origin, sex, sexual orientation, age, marital status, qualified ~~handicapped disability, Vietnam era~~-veteran status, or participation in Union activities and affairs ~~or any other status or characteristic protected by Federal, State or Local law or ordinance.~~

Formatted: Font: 12 pt

Article 5  
UNIT COMPOSITION

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

Article 6  
PROBATIONARY PERIOD

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

- C. Probationary employees are considered employees at will and may be terminated with or without cause at any point in the probationary period. Probationary employees may not contest termination through the grievance procedure of this Agreement nor through the New Hampshire Public Employee Labor Relations Board on the ground of breach of contract, although other statutory challenges to termination remain available to the probationary employee.
- D. Any rehired employee who has already completed a probationary period shall be required to complete a 180 day probationary period if rehired within a one (1) year period from the date he/she terminated employment. The rehired employee shall, however, return to the bottom of the seniority list, and his/her rate of pay shall be determined by the Commission.

Article 7  
DUES CHECK OFF

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

Article 8  
SENIORITY

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

- Retirement
- Discharge for just cause
- Resignation
- Lay off for two years
- Absence due to illness or accident in excess of twelve (12) months
- Failure to return from lay off within fourteen (14) calendar days of notification that a permanent full-time job is available

Article 9

## LAY OFF AND RECALL

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

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

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

## Article 10 JOB POSTING

- A. When a vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Chief shall have the right to fill the position on a temporary basis. As soon as it is clear that the vacancy is permanent and will be filled, the Department shall post a notice indicating the position, its rate of pay, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Chief.
- B. The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Police Department's right to seek applicants for the position from outside the Police Department. If the Police Department is going to seek outside applicants, it shall so note on the posting and shall note the date on which the receipt of applications will close.
- C. After the closing date for applications or after the posting period of five days, whichever is appropriate, the Chief or his designee shall review the qualifications of the employees who have signed the posting and of the applicants, if appropriate. Among those qualified to perform the job, the Chief shall interview at least the top three prospects and make his decision based on qualifications, and in the case of Departmental employees, some consideration shall be given to length of service as well as quality of performance while they have been with the Department.

- D. Within ten (10) days of completing the interview process referred to above, the Chief shall post his choice of person to fill the position.

Article 11  
OVERTIME

- A. Overtime will be offered on a rotating basis within the job classification. Overtime will be distributed as equitably as possible with the understanding that employees who turn down overtime will lose any right to dispute the equitableness of the overtime distribution.
- B. In the event that all qualified employees within a job classification in which overtime exists should turn down the overtime, it is agreed by the parties that the least senior employee available in the job classification who is qualified to perform the work can be required to perform the overtime. Employees shall receive time and one half for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day. Overtime for hours in excess of eight (8) in a day will be only for the IT Administrator, Dispatchers and Lead Dispatchers.
- C. It is understood by the parties that this Section shall not be deemed to prohibit or limit the use of temporary personnel when the Chief of Police determines that it is necessary.
- D. Hours taken as sick leave will not be counted as hours worked for purposes of calculating overtime. ~~Effective January 23, 2017, hours taken as Personal Leave will not be counted as hours worked for purposes of calculating overtime.~~Effective July 1, 2019, personal days will count toward hours worked for purposes of calculating overtime, provided that the contractually required advance notice is provided by the employee and all other contractual requirements are met.

- E. An employee who performs two or more different kinds of work under this agreement, for which different straight time hourly rates are established in this agreement, may agree with the Chief of Police or his/her designee, in advance of the performance of the work, that the member will be paid during overtime hours at a rate not less than one and one-half times the hourly non-overtime rate established for the type of work the member is performing during such overtime hours.

Formatted: Font: 12 pt

Formatted: Indent: First line: 0", Tab stops: Not at 0.5"

Article 12  
CALL-IN TIME

- A. When employees are called in to work outside of their regularly scheduled working hours, they will be paid a minimum of two (2) hours at time and a half except in instances where the employee is coming in to perform authorized overtime in accordance with his/her own schedule in which case the employee will be paid only for hours worked.

- B. When employees are called at home for work, are not required to report to work, and the phone call lasts more than fifteen (15) minutes, they will be paid a minimum of one (1) hour.

Article 13  
DISCIPLINARY PROCEDURE

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

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

Article 14  
LEAVE OF ABSENCE

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

Article 15  
BEREAVEMENT LEAVE

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

Article 16  
PERSONAL DAYS

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

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

Article 17  
HOLIDAYS

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

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

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

Article 18  
MILITARY LEAVE

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

Article 19  
JURY DUTY AND WITNESS DUTY PAY

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

Article 20  
EMPLOYEE INDEMNIFICATION

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

Article 21  
EDUCATIONAL EXPENSES

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



- G. The Department shall pay for required certification or minimum education required by the Federal, State, Local or City governments.
- H. Education expenses shall include, but not be limited to the following: tuition, registration, books, supplies, course material.
- I. The restriction and requirements set forth above shall not apply to courses which the department requests an employee to take during duty time.

Article 22  
MILEAGE

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

Article 23  
SUBCONTRACTING

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

Article 24  
FEDERAL FAMILY AND MEDICAL LEAVE  
AND MATERNITY LEAVE

- A. FEDERAL FAMILY AND MEDICAL LEAVE

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

- B. MATERNITY AND PATERNITY LEAVE

Upon application of the employee and approval of the Chief of Police a medical leave of absence for maternity shall be granted to permanent, full-time employees who have been employed for at least one (1) year before said application. Employees granted a medical leave of absence for maternity purposes shall utilize any or all of their accumulated sick, annual or compensatory time or a combination of all three

before going out on leave without pay except with written approval from the Chief of Police.

Said leave of absence shall not exceed six (6) months after birth for maternity purposes.

For paternity leave purposes, said leave of absence shall not exceed twelve (12) weeks after birth. No more than ~~two-four~~ (24) weeks of paid "sick leave" may be used for paternity leave. Said leave shall be applicable to parents who adopt a child. Application for additional use of sick leave as paternity leave may be made to the Chief of Police, who will decide, in his/her sole discretion, whether or not to allow such additional time.

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

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

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

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

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

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

#### Article 25 VACATION

- A. All members completing one (1) full year of service shall be entitled to ten (10) working days paid vacation per year, and shall earn an additional day per year from the completion of his/her second (2nd) year to the completion of his/her eleventh (11th) year, at which time the employee shall have earned a total of twenty (20) annual vacation days. Upon completing the employee's twelfth (12th) year of service, he/she shall earn a bonus day, thus earning two (2) extra days for the twelfth (12th) year, and will continue to earn as before, one (1) day per year to the completion of the employee's twentieth (20th) year of service, at which time he/she will have earned thirty (30) days annual paid vacation. Each member may accumulate no more than fifty (50) days annual leave, which may be accumulated from year-to-year by saving a maximum of one-third (1/3) total leave earned by that member for that year.
- B. Vacations will be posted semi-annually (specifically June 1<sup>st</sup> and December 1<sup>st</sup>) and will be selected on the basis of seniority. No employee may choose more than two weeks on the first run through the list. The Department shall decide how many employees out of

any job classification or category that can be on vacation at one time as well as the number of employees in the bargaining unit that can take vacation at one time. The vacation schedule will be completed within a 30-day period. Employees may choose vacation that is not yet accrued provided that the vacation will be accrued prior to the beginning of the leave.

Article 26  
SICK LEAVE

- A. Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year, or one and one quarter (1 1/4) days per month and may be accumulated without limit for employees prior to January 1, 1990. Employees hired after January 1, 1990 shall be able to accumulate sick days up to a maximum of one hundred and fifty (150) days. Upon death or retirement or voluntary termination of employment, the City will pay to an employee or his family or heirs or to the estate of the deceased employee an amount representing ninety (90%) percent of the sick leave the employee may have accumulated to the date of his retirement, death or termination of employment, so long as the number of days accumulated are not in excess of the maximum set forth above. Whenever a member is absent from duty due to illness or sickness, not job related, the employee shall be paid his regular rate of pay within the limits of his accumulated sick leave.

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

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

Exceptions:

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

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

(3) Payout Over More Than One Year: If an employee wants his or her accumulated sick leave to be paid out over more than one year, he or she may give up to three years of notice. However, it is understood that once payment begins the employee may not withdraw his or her notice of retirement or voluntary termination.

(4) Zero Payout Provision: New employees hired into the Department after July 1, 1997 who become members of the Police Civilian Employee Association bargaining unit shall not be entitled to any payout for accumulated sick leave upon retirement, termination, or death. Such employees will still be allowed to accumulate up to the maximum of one hundred fifty (150) days of sick leave for use when an employee is sick.

Article 27  
HEALTH AND DENTAL INSURANCE

A. Health Insurance - The City shall provide health insurance for individual, two person, or family coverage for full-time employees. The employee shall have a choice between BC/BS Plan Comp 100 with a Managed Care rider or Blue Choice One (1). After implementation of the plans, the employee will be allowed to choose between said plans prior to the Health Insurance contract renewal date each July. The employer may provide equal and comparable coverage to the above mentioned plans. Employees shall be offered the opportunity to pay their portion of the premium with pre-tax dollars under an IRS 125 Plan.

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

The Commission will offer employees the option of choosing health insurance under the Matthew Thornton Plan so long as it is offered by the NHMA Health Insurance Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 100-MC and Blue Choice as set forth above:

Employee Percentage

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

2013-14	15.5%
---------	-------

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

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

HEALTH INSURANCE: Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this ~~five (5)~~four (4) year agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council.

The parties' current health insurance arrangement will remain in place until March 31, 2017. For health insurance coverage effective April 1, 2017 or as soon as practicable thereafter for the City, in addition to the BlueChoice 20 10/20/45 plan, employees will be offered the AB20 10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost. If an employee chooses to stay on the Blue Choice20 10/20/45 plan, the City's contribution toward the cost of health insurance will be capped at 90% of the premium cost of the AB20 10/20/45 plan.

Effective July 1, 2019, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 89% of the premium cost and the employee paying 11% of the premium cost. Effective July 1, 2020, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 88% of the premium cost and the employee paying 12% of the premium cost. Effective July 1, 2021, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 87% of the premium cost and the employee paying 13% of the premium cost. Effective July 1, 2022, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 86% of the premium cost and the employee paying 14% of the premium cost.

If the cost paid by the City exceeds any of the threshold levels for the assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax, the parties will each select a plan that does not exceed any of the threshold levels for the assessment of the Cadillac Tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties.

- B. DENTAL INSURANCE; - The City agrees to pay such sums as are necessary each month for each permanent and probationary employee who is a member of the bargaining unit (including their dependents) to maintain Dental coverage under ~~Northeast Delta Dental (or equivalent plan) with a \$750.00~~HealthTrust's Plan 3F with a \$1,500 plan year

maximum benefit, ~~per person per contract year. For the following coverages; Coverage A - 100%, Coverage B - 60%, Coverage C - 50%.~~

- C. STIPEND ABANDONMENT; - The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. No additional employees shall receive such stipends when both spouses work for the City. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or the School Department. Effective the date of City Council approval, the City will pay a stipend of \$500.00 per quarter to any employee who is eligible for health insurance coverage under this Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the City, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout.

Article 28  
LIFE INSURANCE

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

Article 28A  
REGULAR PART-TIME EMPLOYEE BENEFITS

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

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

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

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

C. OTHER BENEFITS:

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

Article 29  
COLA and Salary Schedule

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

~~Effective July 1, 2016, the wages for all members of the bargaining unit shall be increased by two percent (2.0%). This will be retroactive for employees on the payroll in the bargaining unit when the contract is approved by the City Council. Effective date of City Council approval and July 1, 2017 and July 1, 2018. Effective July 1, 2019, July 1, 2020, July 1, 2021, and July 1, 2022 wages will be adjusted by a COLA based on the rolling 10-year average in the CPI-U for the Boston-Cambridge-Newton, MA-NH, of between no less than 2% and no more than 5%.~~

~~Effective July 1, of each year from July 1, 2016 through June 30, 2019 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-Cambridge-Newton all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the rolling ten (10)-year average CPI-U for the Boston SMSA (Nov. to Nov.) is 1.5% the applicable COLA adjustment on the following July, 1 would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.

In addition to the foregoing COLA, on July 1, 2019 and July 1, 2020, the salary schedule will be increased by an additional .5%.

Additionally, the position of Information System Support Assistant will be upgraded to the same wage scale as the IT Administrator position.

Applicability After Contract Expires: It is clearly understood that in the event that the ~~five-four~~ year Working Agreement expires without a successor Working Agreement being settled prior to July 1, ~~2019-2023~~ that no further COLA adjustments after July 1, ~~2018-2022~~ will be generated under the Working Agreement even though the Working Agreement may have an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed “quo” as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, ~~2019-2023~~.

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

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

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

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

Article 30  
TRAINING STIPEND

Dispatchers assigned to train new employees shall receive a stipend of two dollars and fifty cents (\$2.50) for every hour of training. Effective July 1, 2019 and each July 1<sup>st</sup> under this contract, this training stipend will increase in accordance with the wage adjustments in Article 29 above one dollar and twenty five cents (\$1.25) for every hour of training. The training stipend will increase as follows:

Formatted: Superscript

7/1/10	\$1.50
--------	--------



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

Article 31  
WORKMAN'S COMPENSATION INSURANCE

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

Article 32  
LONGEVITY

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

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

Effective July 1, 2019 and each July 1<sup>st</sup> under this contract, this longevity bonus will be increased in accordance with the wage adjustments in Article 29 above.

Article 33  
CLOTHING ALLOWANCE

- A. The City of Portsmouth will provide the amount of five hundred and twenty-five dollars (\$525.00) per year to each dispatcher, and Animal Control Officer. This money shall be used to maintain the above employer-issued uniform in good repair. Said amount(s) will be paid on or about July 1, of each of the fiscal years, or at such time set by the COMMISSION. Effective July 1, 2019 and each July 1<sup>st</sup> under this contract, this clothing allowance will be increased in accordance with the wage adjustments in Article 29 above. This amount will increase by the COLA formula in Article 29 on July 1, 2008, 2010, 2011, 2012, and 2013.
- B. The Dispatch uniform will be set by the Department SOP.  
  
It is understood that should the Commission decide to make uniforms optional for dispatchers that no clothing allowance is required under this Article.
- C. In addition to the previous list, any article of clothing required to be worn as part of the uniform will be allowed to be purchased.

- D. The City will repair any article of clothing at no cost to the employee or replace articles of clothing at a depreciated value, based upon the age and wear of articles at the time of damage resulting from any enforcement action or legitimate police activity. Any equipment torn or otherwise damaged under like circumstances will be repaired or replaced as required at no cost to the employee.
- E. All new employees hired between July 1, and December 31, shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered his/her clothing allotment for the fiscal year. If an employee is hired between January 1, and June 30, his/her uniform and equipment will be supplied; however, his/her allowance shall be one-half of the usual amount for the next fiscal year.

Article 34  
NO STRIKE/LOCKOUT

- A. During the life of this Agreement, neither the Union nor any Union Officer, Representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Police Department. The Commission agrees not to conduct a lock-out. The Union and its Officers shall not be considered to have violated this Article if they have used all reasonable efforts to prevent or cause to cease the activities prohibited by this Section. In the event of a violation of this Section, the Commission or the Union, as the case may be, may, at its option, institute any or all proceedings in a Court of Law, or in Equity, or before the Public Employee Labor Relations Board or in Arbitration pursuant to the procedures described in this Agreement.
- B. It is understood that any employee violating this Section shall be subject to immediate discharge. It is further understood that should the Commission discipline an employee for violating this Section and should the employee grieve the discipline, that the only issue to be considered by the Arbitrator is whether or not the employee's actions were in violation of this Section.
- C. The Arbitrator shall have no authority to consider the severity of the discipline given by the Commission, but if he or she rule that this has not been a violation of this Section of the Labor Agreement any employee discharge or discipline under this Section shall be returned to work with full back pay.

Article 35  
SEPARABILITY CLAUSE

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

Article 36  
STEWARD

- A. The Police Department agrees to recognize one Steward and one Alternate Steward, to cover in his/her absence. If a situation should arise which threatens to disrupt the workplace when the Steward is on duty, the employer will attempt to release the Steward as soon as practical to investigate the matter without loss of pay. If a settlement cannot be reached, the Steward shall report it by telephone to the Union. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.
- B. It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member when he or she is not working a regular shift, will not be paid for.

Article 37  
COMPLETE AGREEMENT AND WAIVER CLAUSE

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.
- B. This Agreement contains all of the agreements and understandings between the parties; and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

Article 38  
GRIEVANCE PROCEDURE

- A. The term "GRIEVANCE" shall include any dispute concerning the application or interpretation of any of the provisions of this Agreement.
- B. Step 1: Prior to the formal institution of any grievance, any employee who believes he/she has suffered a grievance, must, with the assistance of a Steward, attempt to resolve the matter with his/her Supervisor within five (5) business days of either the occurrence of the event which gives rise to the grievance, or the Union's discovery of the event, which gives rise to the grievance, whichever is later. The Supervisor has the responsibility to attempt to resolve the employee's grievance within five (5) working days if the subject matter is within his/her authority. The

Steward has the responsibility and the authority to settle, withdraw or refer the grievance to the further steps of the grievance procedure.

Step 2: Any grievance which remains unresolved following the informal discussion referred to in the preceding paragraph may be referred by the Steward to the Chief of Police or his/her designated representative in writing for adjustment within five (5) working days of the completion of Step 1. The Chief of Police or his/her designee shall schedule a meeting with the Union and the grievant within five (5) working days after receipt of the grievance. After the meeting, the Chief will respond to the Union in writing within five (5) working days .

Step 3: In the event that the grievance cannot be satisfactorily settled between the Chief of Police and the representatives of the Union, the matter will be referred to the Commission. The Commission shall hold a hearing at its earliest convenience and shall respond to the grievance in writing within ten (10) days of the hearing. Grievance meetings with the Chief of Police and/or the Police Commission shall be held at mutually satisfactory times. No more than two (2) employees, including the grievant, shall attend such hearings. Employees in attendance at such hearings shall suffer no loss of pay.

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

(b) In the event that the Union elects to proceed to Arbitration, the Commission, or its designee, and the Union will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the Union no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitration. The parties by mutual agreement may utilize the services of the New Hampshire Arbitration Council in lieu of the above procedure. Once Arbitration has been requested, the parties agree that if the Union so requests a clarification meeting will be held with the Chief of Police and the Business Agent to investigate one more time any avenues of settlement.

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

(d) The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and

no Arbitrator shall have any power or authority to award or determine and change in modification or alteration of, addition to, or deduction from any other provision of this Agreement. The Arbitrator may or may not, make his/her award retroactive to the initial filing date of the grievance as the equities of the case may require.

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

(f) The Arbitrator shall furnish a written opinion within thirty (30) days specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the Union and the Commission and the aggrieved employee who initiated the grievance.

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

Article 39  
TERMINATION OF AGREEMENT

Terms of this Agreement shall be in effect where reasonable from the first day of July 2014 through June 30, 2019 but shall remain in effect after that date unless either party notifies the other by registered mail of its desire to terminate said contract in accordance with the time limitation set forth in the Public Employee Labor Relations Act. Such a termination shall not be effective until sixty (60) days after receipt of the notice of termination.

Article 40  
MANAGEMENT/LABOR MEETINGS

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

Article 41  
TEMPORARY SERVICE OUT-OF-RANK

When a member of the bargaining unit, designated in writing by management, performs ongoing duties and responsibilities of a person of higher rank for a minimum of five (5) consecutive work days, (or a minimum of fifteen (15) work days if the absence is for schooling or courses), the employee will be compensated for this service at the same rate of pay as the person for whom they are working. Temporary service out-of-rank does not constitute a promotion.

Article 42  
HOURS OF WORK

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

The City and the Union agree to participate in a mutually agreed upon shift schedule pilot program for the Emergency Communications Center. The length of the pilot trial period and its implementation shall be mutually discussed and subject to approval by the Police Chief. During the pilot period it is the intent of the City and the Union to meet as needed to resolve any implementation issues. During the pilot period this trial schedule may be modified including extended, adjusted, or terminated upon written agreement of the parties or the decision of the Police Chief.

Formatted: Font: 12 pt

Article 43  
COMPENSATORY TIME

- A. “Compensatory Time” may be earned and accumulated for later use, but not to exceed a number of hours specified by the Chief of Police. The number of hours will be set forth in the Standard Operating Procedures (SOP).
- B. Compensatory Time may be earned per SOP at the same compensation rate as cash payment, i.e., one (1) hour equals one and one-half (1-1/2) hours compensatory time. If an employee requests compensatory time, the Department has the discretion to award compensatory time or overtime.

Article 44  
PERFORMANCE APPRAISAL SYSTEM

Employees will receive an annual evaluation by their supervisor. The parties will adopt the attached evaluation procedures provided that noted changes are made. As consideration for the adoption of a performance appraisal system, bargaining unit members who are employed by the City upon the execution of this Agreement will receive a \$250 stipend payment (not added to base compensation and less all ordinary and regular withholdings). Provided they remain employed by the City, bargaining unit members will receive additional \$250 stipend payments (not added to base compensation and less all ordinary and regular withholdings) on July 1, 2020 and July 1, 2021.

Formatted: Font: 12 pt

Article 45  
COMMUNICATION SUPERVISOR WORKING DISPATCH SHIFTS

Formatted: Centered

The Communications Supervisor will be allowed to perform certain duties in the Emergency Communications Center (ECC) and will assist with the staffing of the ECC during the prolonged hiring and training phase for new dispatchers. This article will only be in effect during times when staffing in the ECC falls below eleven (11) full time dispatchers. The Communications

Formatted: Font: 12 pt

Supervisor will be allowed to work dispatcher shifts on a flex-time basis subject to the current practices for filling overtime shifts. Any open dispatcher shifts in the ECC will first be offered to the civilian staff members of the ECC following the guidelines as set out in SOP S-110. In the event that dispatcher shifts cannot be filled on a voluntary basis by civilian staff members, open dispatcher shifts may be filled by the Communications Supervisor. The Communications Supervisor working dispatcher shifts in the ECC shall be the exception rather than the rule. There will be no permanent placement of the Communications Supervisor working dispatcher shifts in the ECC. Nothing in this article shall be used by management to delay the hiring of dispatchers.

Article 46  
POLICE OFFICERS WORKING DISPATCH SHIFTS

Police officers will be allowed to perform certain duties in the Emergency Communications Center (ECC) and will assist with the staffing of the ECC during the prolonged hiring and training phase for new dispatchers. This article will only be in effect during times when staffing in the ECC falls below eleven (11) full time dispatchers. Dispatch-qualified Local 11 police officers will be allowed to work dispatcher shifts in the ECC, police side only, on an overtime basis, subject to the current practices for filling overtime shifts. "Dispatch-qualified" will be determined at the sole discretion of the Communications Supervisor. Any open dispatcher shifts in the ECC will first be offered to the civilian staff members of the ECC following the guidelines as set out in SOP S-110. In the event that dispatcher shifts cannot be filled on a voluntary basis by civilian staff members, open dispatcher shifts may be filled by dispatch-qualified police officers. Police officers working dispatcher shifts in the ECC shall be the exception rather than the rule. There will be no permanent placement of police officers working dispatcher shifts in the ECC. Nothing in this article shall be used by management to delay the hiring of dispatchers.

SIGNATURES

Dated at Portsmouth, New Hampshire this \_\_\_\_\_ day of \_\_\_\_\_,  
20182019.

PORTSMOUTH POLICE CIVILIAN  
EMPLOYEES ASSOCIATION

PORTSMOUTH POLICE COMMISSION

\_\_\_\_\_  
Nicole ~~Peri~~Pappaionou, President PPCEA

\_\_\_\_\_  
Joe Onosko, Chair Police Commissioner

\_\_\_\_\_  
Nick Hilton, Secretary PPCEA      Arthur Hilson, Police Commissioner

\_\_\_\_\_  
Ed Walsh, Vice President PPCEA      James Splaine, Police Commissioner

Formatted: Centered

Formatted: Font: 12 pt

Formatted: Indent: Left: 0", First line: 0"

Formatted: Tab stops: Not at 0.5" + 1" + 1.5" + 2" + 3.5" + 4" + 4.5" + 5" + 5.5"



---

Robert Merner, Chief of Police

---

Thomas Closson, City Negotiator

Formatted: Normal, Tab stops: Not at 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5"





**CIVILIAN**

**Health**

	FY19 Base	FY20	FY21	FY22	FY23
Total Premium	360,734	360,734	360,734	360,734	360,734

Existing	90%	90%	90%	90%	90%
Employer	324,660.96	324,660.96	324,660.96	324,660.96	324,660.96

	10%	10%	10%	10%	10%
Employee	36,073.44	36,073.44	36,073.44	36,073.44	36,073.44

Proposed	90%	89%	88%	87%	86%
Employer	324,661.0	321,053.6	317,446.3	313,838.9	310,231.6
		(3,607)	(3,607)	(3,607)	(3,607)

	10%	11%	12%	13%	14%
Employee	36,073.44	39,680.78	43,288.13	46,895.47	54,110.16
		3,607	3,607	3,607	7,215

	Year to Year					Total
Employer Savings	-	(3,607)	(3,607)	(3,607)	(3,607)	(14,429.38)
	Cumulative					
Employer Savings	-	(3,607)	(7,215)	(10,822)	(14,429)	(36,073.44)

**Dental**

	FY19 Base	FY20	FY21	FY22	FY23
Current (750 Benefit)	19,325	19,325	19,325	19,325	19,325
Proposed (1500 Benefit)	-	26,212	26,212	26,212	26,212

Cost Difference	Year to Year					Total
	-	6,888	6,888	6,888	6,888	27,550
	Cumulative					
		6,888	13,775	20,663	27,550	68,875

**LIFE**

	FY19 Base	FY20	FY21	FY22	FY23
Current (10,000 Benefit)	365	365	365	365	365
Proposed (1x Salary Benefit)	-	2,063	2,166	2,205	2,269

Cost Difference	Year to Year					Total
	-	1,698	1,801	1,841	1,904	7,244
	Cumulative					
		1,698	3,499	5,340	7,244	17,781

**Net Proposed Medical/Dental Changes**

Net 4-Yr Proposed <u>Year-To-Year</u> Medical/Dental/Life Cost	<b>20,364.98</b>
Net 4-Yr Proposed <u>Cumulative</u> Medical/Dental/Life Cost	<b>50,582.88</b>



# City of Portsmouth, N.H.



## Police Department

Robert M. Merner  
CHIEF OF POLICE

received  
8/14/19

August 14, 2019

Honorable Mayor Jack Blalock  
Portsmouth City Council  
CITY OF PORTSMOUTH  
1 Junkins Avenue  
Portsmouth, NH 03801

### RE: Step Increase for Chief Merner

Dear Mayor and Council:

The Police Commission requests your approval to move Chief Merner from Step F to Step G on the PMA non-union salary schedule for Year Three (6/20/19 to 6/20/20) of his 5-year contract. By way of review of our non-public meeting last summer when the error was first discovered, in early June of 2017 the Police Commission was asked by City Manager Bohenko to rewrite our initial draft of the Chief's contract to comport with the PMA-style contracts of all other department heads in the city (e.g., School Superintendent, Director of Public Works, etc.). In this hasty 11<sup>th</sup> hour reformatting of the contract to get it onto the next City Council agenda for a vote, the Commission failed to notice the reformatted contract did not include language moving Chief Merner from Step E to Step F in Year Two, then from Step F to Step G in Year Three, from Step G to Step H in Year Four, and so on.

At that meeting last year, it was noted Chief Merner's 30-years of law enforcement experience well exceed the 12- and 13-year Step requirements in place at the time. In addition, because the Commission assumed the Chief would be moving to Step F and then G, as originally written in the contract, the respective salary increases were included in the 2019, and 2020 department budget projections. We respectfully request approval of the move to Step G in Year Three, and Step H in Year Four.

The Police Commission appreciates our good working relationship with the Mayor's Office and the Council as we work to provide excellent public safety for the City of Portsmouth.

Very truly yours,  
PORTSMOUTH POLICE COMMISSION

Joseph J. Onosko, Chair

JJO:kml

Cc: Kimberly Cox, City HR, Karen Senecal, PPD Admin. Mgr.

## EMPLOYMENT AGREEMENT

### 1. Preamble

This Agreement is entered into between the Police Commission, City of Portsmouth, New Hampshire (hereinafter called "Commission") and Robert M. Merner (hereinafter called "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

### 2. Term and Domicile Requirement

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Chief of Police of the City of Portsmouth, New Hampshire for a five (5) year term, commencing on June 20, 2017 and ending on June 19, 2022. The parties may, by written agreement executed by both parties and approved by the Portsmouth City Council, agree to extend the term of this Agreement.

The Commission and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote all of his professional efforts to the successful fulfillment of the responsibilities of Chief of Police as described by New Hampshire Statute, the Charter of the City of Portsmouth, the rules and regulations of the Portsmouth Police Department, and as reasonably directed by the Commission.

Within six (6) months of the commencement of this Agreement, the Employee will be required to establish a domicile in Portsmouth, New Hampshire. The Employee will be required to maintain this domicile throughout the term of this Agreement. The Employee's failure to comply with this requirement may, at the sole option of the Commission, be considered grounds for termination for cause, as per the provisions of Section 5 below.

### 3. Salary

Effective June 20, 2017, the Employee shall be placed on Grade 28, Step E of the City of Portsmouth Non-Union Salary Schedule, and will be paid one hundred thirty-three thousand, five hundred and forty-eight dollars (\$133,548) per annum, payable in no fewer than twenty-six installments and subject to such deductions as may be authorized or as may be required by law.

Effective July 1<sup>st</sup> of 2017, 2018, 2019, 2020 and 2021, 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 taking the 10 year average of the CPI-U for the Boston-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years 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 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

Commencing June 2018, or such other month as may be mutually agreed upon, and annually thereafter, the Commission and the Employee shall define such performance objectives as they may determine necessary for the proper operation of the Department and in attainment of the Commission's policy objectives and shall further establish a relative priority among those various objectives, these objectives to be reduced to writing. The objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. At the completion of the review and evaluation, the Commission shall provide the Employee with a summary written statement of its findings and provide adequate opportunity for the Employee to discuss the review and evaluation with the Commission. The parties may, by written addendum executed by both parties and approved by the Portsmouth City Council, agree to provide additional compensation to the employee in recognition for his accomplishment of the performance objectives identified by the Commission.

4. Certification

During the term of this Agreement, the Employee will be required to maintain certification as a full time police officer as required by the New Hampshire Police Standards and Training Council.

5. Termination for Cause

This Agreement may be terminated by the Commission at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the Commission.

Termination for cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission shall hold this hearing within twenty (20) days after receipt of such request. The Commission shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a termination for cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

Nothing in this paragraph will limit the Employee's rights under the provisions of NH

RSA 105:2-a.

6. Termination with Severance Payment

If at any time the Commission in its discretion shall so determine, the Commission may, without cause and with or without prior notice, relieve the Employee of his duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be one year's salary or the balance of the salary remaining under the term of the Agreement, whichever amount is less. As set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

7. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

8. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities, including any rights that the Employee may have under NH RSA 105:2-a.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits shall be established by the collective bargaining agreement currently in place between the City of Portsmouth and the Professional Management Association. The exceptions shall be described in detail in Section 10 below.

10. Exception to Benefits in Section 9

In lieu of or in addition to the compensation enumerated in Section 9, the Employee shall also be entitled to the following:

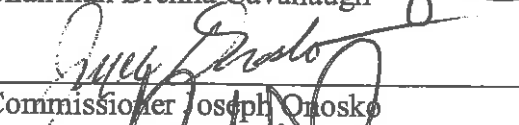
- a. The Employee shall be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Chief of Police is on-call at all times, it is understood that the automobile may also be used for personal business.
- b. The Employee will be entitled to three (3) personal days and twenty-five (25) vacation days during each year of the contract.
- c. Since the Employee will be required to work on Memorial Day, any hours worked by the Employee on Memorial Day will be converted to floating holiday hours.
- d. Clothing Allowance. The city shall pay to the Employee the sum of six hundred dollars (\$600.00) per year as a clothing allowance during the term of this agreement.
- e. Subject to budgetary constraints, the City agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Commission of any and all courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the City for the entire cost of tuition and textbooks.
- f. The City recognizes that certain expenses of a non-personal and generally job-related nature will be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements or personal affidavits, subject to budgetary authorization to be approved by the Commission as an element of the annual Department budget.
- g. The City hereby agrees to pay, within budgetary constraints and subject to the prior approval of the Commission, the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations, necessary and desirable for his continued professional participation, growth and advancement.

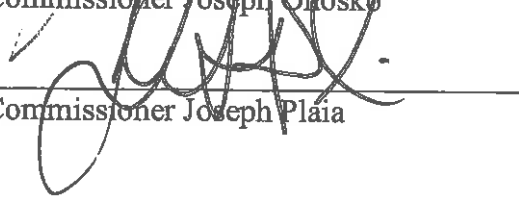
**AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.**

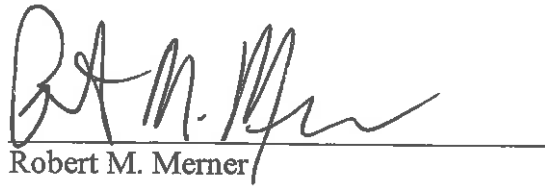
**SIGNATURE PAGE FOLLOWS**

For the Portsmouth Police Commission:

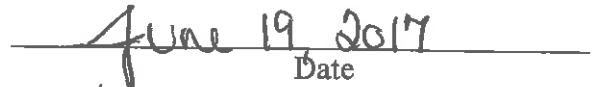
  
Chairman Brenna Cavanaugh

  
Commissioner Joseph Orsoko

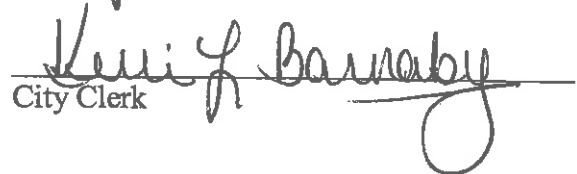
  
Commissioner Joseph Plaia

  
Robert M. Merner

Approved by the Portsmouth City Council:

  
Date

Certified by the City Clerk

  
City Clerk

4831-8230-5555, v. 1



# HOEFLE, PHOENIX, GORMLEY & ROBERTS, P.A.

ATTORNEYS AT LAW

127 Parrott Avenue, P.O. Box 4480 | Portsmouth, NH, 03802-4480  
Telephone: 603.436.0666 | Facsimile: 603.431.0879 | www.hpgrlaw.com

August 16, 2019

Jack Blalock, Mayor and  
Portsmouth City Council  
Municipal Complex  
1 Junkins Avenue  
Portsmouth, NH 03801

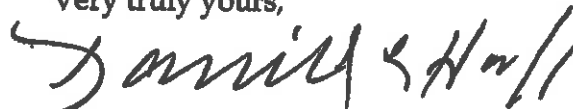
**Re: Ceres Street Compactor License**

Dear Mayor Blalock and City Council Members:

Enclosed please find a request for the renewal of the Ceres Street Compactor License signed by Old Ferry Landing, Inc., Poco Diablo, Inc. and Portsmouth's Riverhouse Restaurant Group, LLC. We respectfully request that this renewal be considered at the next City Council meeting.

Thank you very much for your consideration.

Very truly yours,



Daniel C. Hoefle

DCH/dea

Enclosure

cc: Richard Blalock, President, Old Ferry Landing, Inc.  
John F. Golumb, President, Poco Diablo, Inc.  
Michael J. Labrie, Manager, Portsmouth's Riverhouse Restaurant Group, LLC

---

DANIEL C. HOEFLE

R. TIMOTHY PHOENIX

LAWRENCE B. GORMLEY

STEPHEN H. ROBERTS

R. PETER TAYLOR

JOHN AHLGREN

KIMBERLY J.H. MEMMESHEIMER

MATTHEW G. STACHOWSKE

KEVIN M. BAUM

SAMUEL HARKINSON

MONICA F. KIESER

GREGORY D. ROBBINS

OF COUNSEL:  
SAMUEL R. REID

August 15, 2019

Jack Blalock, Mayor  
Portsmouth City Council  
1 Junkins Avenue  
Portsmouth, NH 03801

**Re: Ceres Street Compactor License**

Dear Mayor Blalock and City Council Members:

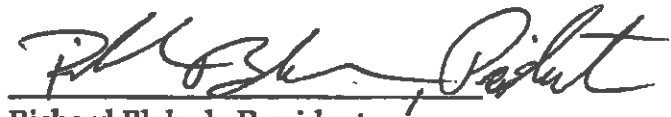
Enclosed please find a copy of the Ceres Street Compactor License entered into between the City of Portsmouth, Old Ferry Landing, Inc., Poco Diablo, Inc. and Portsmouth's Riverhouse Restaurant Group, LLC on September 14, 2009. We respectfully request a renewal of the License for an additional five (5) year term in accordance with Section 13 of the License. We can report that the City has been fully reimbursed for the cost of construction and that the City has issued only one Notice of Default during the term.

Unfortunately, we are late in requesting the renewal. The renewal should have been requested no later than May 15, 2019. As you know, that is the middle of our busy season. We apologize for any inconvenience and hope that the Council will renew the License.

Thank you very much for your consideration.

OLD FERRY LANDING, INC.

By:



Richard Blalock, President

POCO DIABLO, INC.

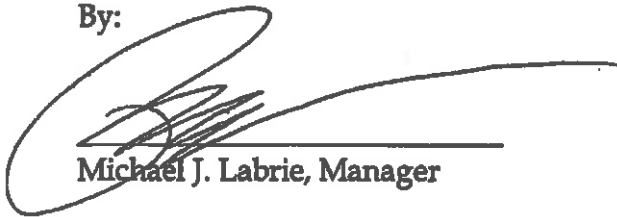
By:



John F. Golumb, President

PORTSMOUTH'S RIVERHOUSE  
RESTAURANT GROUP, LLC

By:



Michael J. Labrie, Manager

## CERES STREET COMPACTOR LICENSE

The City of Portsmouth a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter "City"), for \$1.00 and other good and valuable consideration, hereby grants this revocable license to Old Ferry Landing, Inc., with a principal place of business at 10 Ceres Street, Portsmouth, NH 03801; Poco Diablo, Inc., with a principal place of business at 37 Bow Street, Portsmouth, NH 03801; and Portsmouth's Riverhouse Restaurant Group, LLC, with a mailing address of P.O. Box 4780, Portsmouth, NH 03802 (hereinafter "Licensees") to allow the use and maintenance of an enclosure located on Ceres Street as shown on the attached Exhibit A (hereinafter "Licensed Area") in accordance with the following terms and conditions:

1. Use. This license authorizes the installation, use and maintenance of a compactor, containers for recyclables and a grease container to be placed within the enclosure located on Ceres Street and identified as the Licensed Area on the attached Exhibit A. The Licensed Area shall be used only to serve the businesses operated by the Licensees within the Bow-Ceres Street waterfront area unless otherwise approved in writing by the City.
2. Upkeep and Maintenance. Licensees agree to maintain the Licensed Area including the compactor, the other receptacles and the environs of the enclosure in a clean and sanitary condition and as much as is practicable, free from odors at all times. Licensees agree to comply with any reasonable requests of the City with respect to the upkeep, maintenance of the compactor and other receptacles. Compactor shall be emptied at least two times each week between Memorial Day and Labor Day.
3. Enclosure. Licensees agree to maintain the enclosure structure in good condition during the term of this license. Should the enclosure require repairs, Licensees shall be responsible for the cost of such repairs and such repairs shall be coordinated and approved by the City. Licensees shall be responsible for removing all graffiti, posters and like materials from the exterior of the enclosure. Licensees shall maintain a lock on the

enclosure to prevent unauthorized entry and Licensees shall provide the Director of Public Works with a copy of the key.

4. Utilities. Licensees are responsible for the supply, maintenance and cost of all utilities necessary to operate the compactor and to maintain the cleanliness of the area in accord with the responsibilities outlined in paragraphs 2 and 3 above.
5. No Hazardous Materials. Licensee shall not allow the Licensed Area to be used for the storage or disposal of hazardous or toxic materials.
6. Right to Access and Inspect. The City shall at all times have the right and authority to access and inspect the enclosure, the compactor and its environs.
7. Reimbursement. Licensees agree to reimburse the City for the cost of repairs, clean up, disposal of materials or damage to municipal property caused by the Licensees' use of the Licensed Area.
8. Indemnification. Licensee hereby agrees to indemnify and hold harmless the City and its respective officials, employees and agents from any and all liability of any kind associated in any way with the exercise of the rights granted under this license. This indemnification clause shall survive the termination of this license.
9. Insurance. The Licensee agrees to maintain not less than \$2,000,000.00 in general liability insurance applicable to the maintenance of the compactor on municipal property and naming the City as an additional insured. A certificate indicating the existence of this insurance shall be kept on file with the Legal Department at all times.
10. Assignment. In the event that licensees transfer or assign their business operations to another business, including but not limited to a restaurant, then this license may be transferred or assigned provided that the City first grants written consent which shall not be unreasonably withheld. Licensees shall not permit others to use the Licensed Area/dispose of any waste without the prior written consent of the City.
11. Term and Cure. This license is for a period of ten (10) years beginning November 1, 2009 and ending October 31, 2019 unless sooner terminated due to default. An event of default shall be Licensees' failure to perform or fulfill any of the obligations or conditions of this License. The responsibility for performing and fulfilling the obligations and conditions of this license are joint and several. Licensees shall be notified of any default in writing and provided with a reasonable opportunity to cure. In the event that the City issues more than three notices of default within a

60-day period, the City shall have the right to modify or revoke this license.

12. Promissory Note. Licensees have individually entered into promissory notes with the City relative to the construction of the enclosure for the Licensed Area. The City reserves the right to suspend or revoke the privileges granted under this License from any Licensee that fails to make any payment due under its Promissory Note.
13. Renewal. Licensees, individually or jointly, shall have the option to renew this License for an additional five year term under the following conditions:
  - (a) The City has been fully reimbursed the costs of construction of the enclosure whether through satisfactory repayment pursuant to the promissory notes or otherwise;
  - (b) The City has issued no more than 12 notices of default during the initial 10-year license term;
  - (c) Licensee(s) have made a written request to the City Manager to extend the license no later than May 15, 2019.
14. Revocation. In addition to the City's remedy to revoke for default under Paragraph 11 above, this license may be revoked upon sixty (60) days written notice to the Licensees. If the City revokes the license for any reason other than default under paragraph 11, then the remaining amounts due under the promissory notes shall be cancelled, effective on the date of revocation.
15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts. Each of these counterparts when so executed shall be deemed to be an original and all such counterparts taken together shall constitute one and the same agreement.

Dated: 9-15-09

CITY OF PORTSMOUTH

By: 

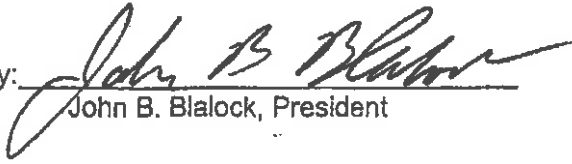
~~John P. Bohenko, City Manager~~

~~Cynthia Hayden, Acting City Manager~~

Pursuant to vote of the Portsmouth City  
Council on 9-14-09, 2009

OLD FERRY LANDING, INC.

Dated: 9-14-09

By:   
John B. Blalock, President

POCO DIABLO, INC

Dated: 9/14/09

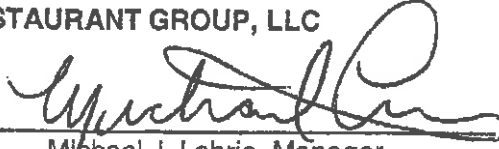
By:   
John F. Golumb, President



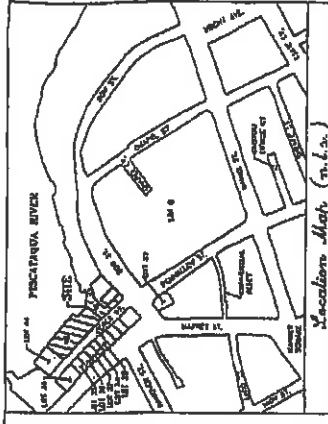
PORTSMOUTH'S RIVERHOUSE  
RESTAURANT GROUP, LLC

Dated: 9-14-09

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



Michael J. Labrie, Manager



**Neaplow Map (n.l.o.)**

1. THE CITY OF PORTSMOUTH HAS THE HONOR TO RECORD THIS MAP AS A 1/4 SECTION OF RECORDS IN THE CITY OF PORTSMOUTH, NEW HAMPSHIRE, IN THE OFFICE OF THE CITY CLERK, ON THIS 27TH DAY OF APRIL, 1970.

2. THE MAP IS A REPRODUCTION OF THE ORIGINAL MAP AS SUBMITTED TO THE CITY CLERK ON THIS 27TH DAY OF APRIL, 1970.

3. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

4. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

5. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

6. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

7. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

8. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

9. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

10. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

**LOT LINE ADJUSTMENT PLAN  
FOR  
THE CITY OF PORTSMOUTH  
(TAX MAP 106, LOT 46)  
AND  
PORTSMOUTH NAVIGATION CORPORATION, INC.  
(TAX MAP 106, LOT 45)  
BOX STREET & CENTRE STREET  
PORTSMOUTH, NEW HAMPSHIRE**

DATE	APR 15 1970
FILED	APR 15 1970
APPROVED	2070A
BY	1 1 1

**DOLICET SURVEY**

1. THE CITY OF PORTSMOUTH HAS THE HONOR TO RECORD THIS MAP AS A 1/4 SECTION OF RECORDS IN THE CITY OF PORTSMOUTH, NEW HAMPSHIRE, IN THE OFFICE OF THE CITY CLERK, ON THIS 27TH DAY OF APRIL, 1970.

2. THE MAP IS A REPRODUCTION OF THE ORIGINAL MAP AS SUBMITTED TO THE CITY CLERK ON THIS 27TH DAY OF APRIL, 1970.

3. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

4. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

5. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

6. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

7. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

8. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

9. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

10. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CITY CLERK, PORTSMOUTH, NEW HAMPSHIRE.

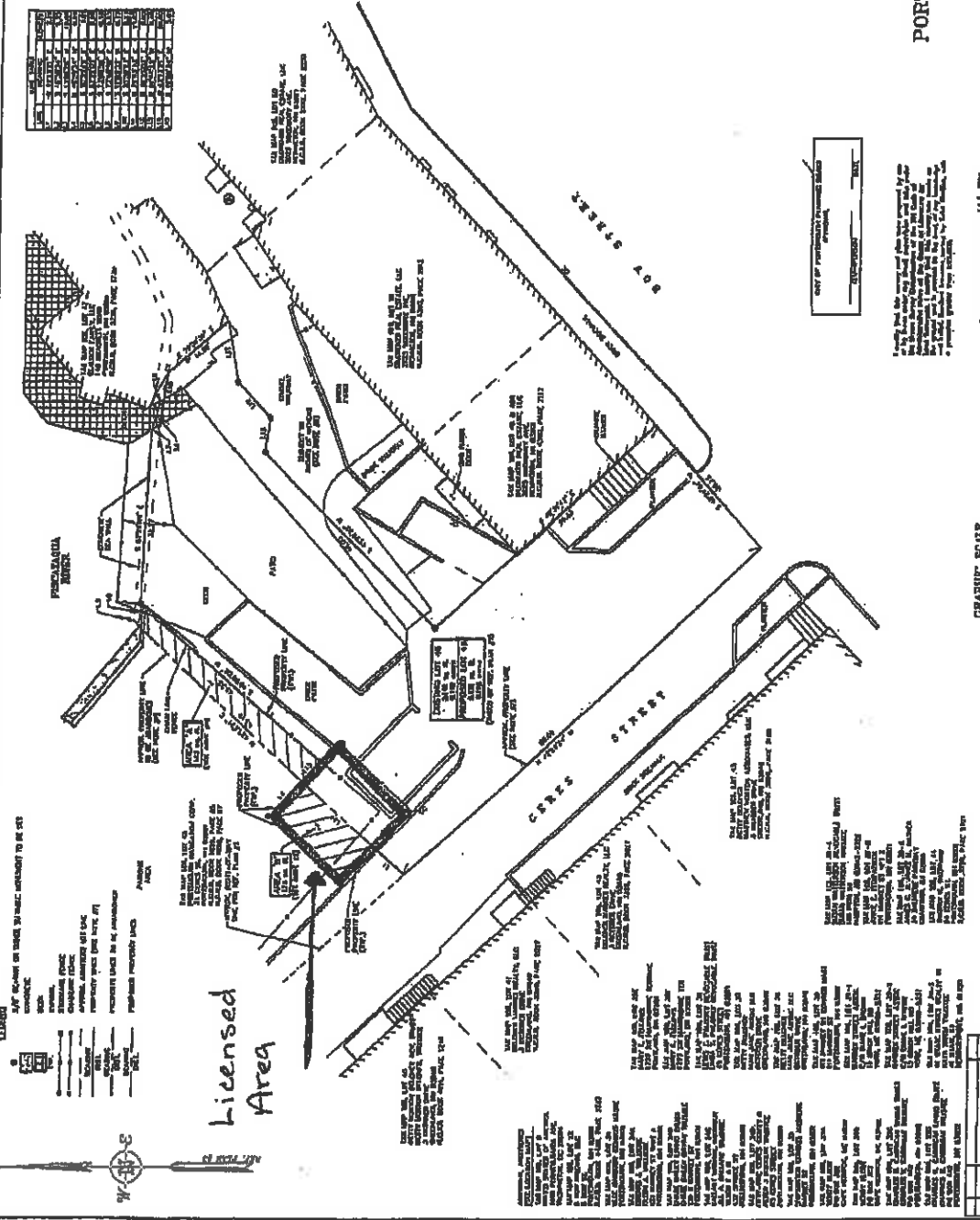
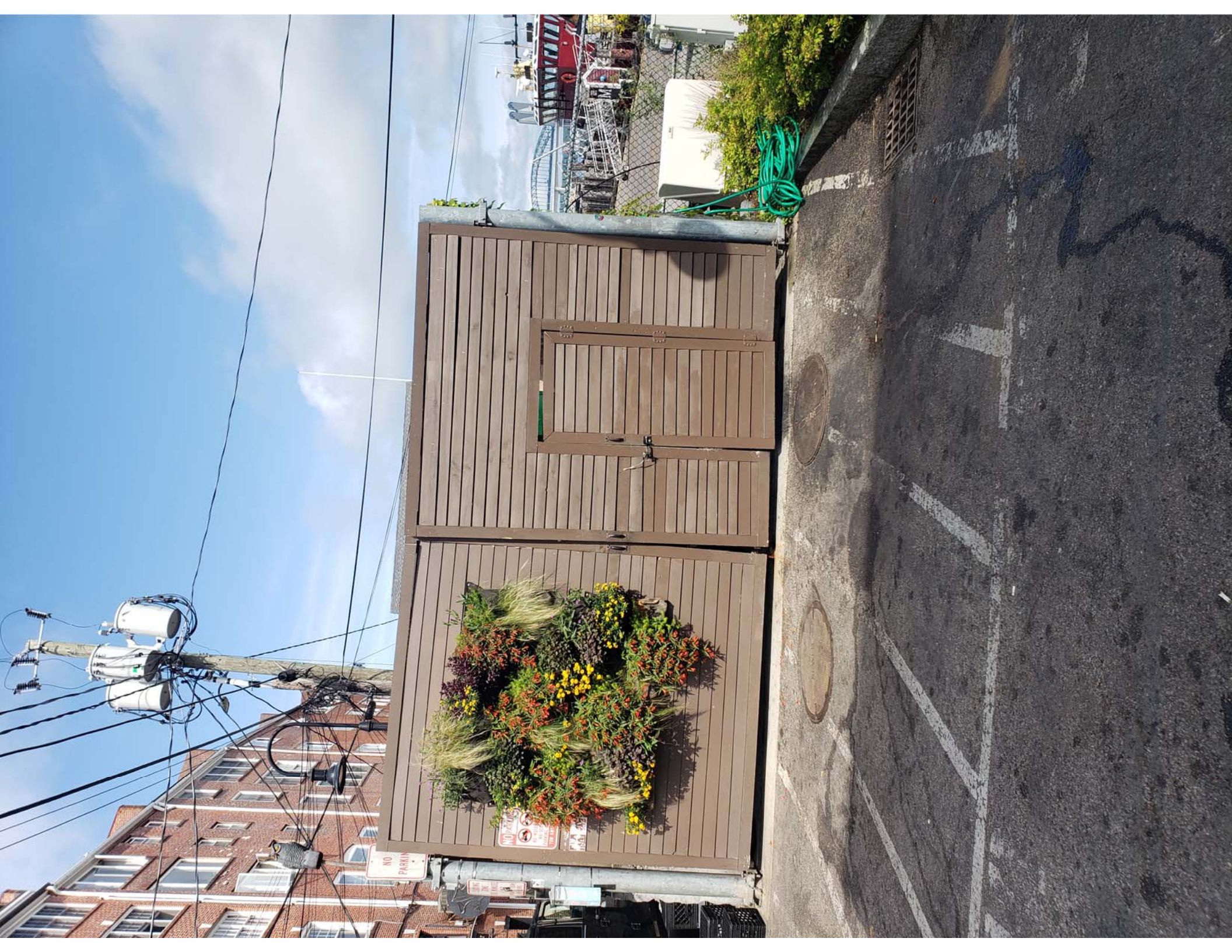


Exhibit A









**AMBIT ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
290 Goffin Road - Unit 2  
Portsmouth, N.H. 03801-7214  
Tel: (603) 430-2525  
Fax: (603) 430-2525

**NOTES:**

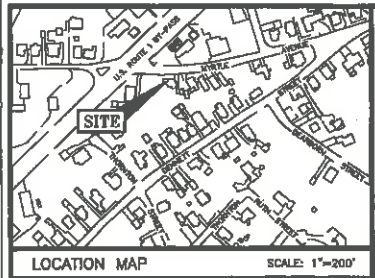
- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 220 AS LOT 100.
- 2) OWNERS OF RECORD:  
ROBERT A. & MEGHAN M. DESFOSSÉS  
260 MYRTLE AVENUE  
PORTSMOUTH, N.H. 03801  
5842/108
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 3301SC0226E, EFFECTIVE MAY 17, 2009.
- 4) EXISTING LOT AREA:  
18,287 S.F.  
0.4200 AC.  
  
PROPOSED EASEMENT AREA:  
3,290 S.F.  
0.0748 AC.
- 5) PARCEL IS LOCATED IN THE SINGLE RESIDENCE B (SRB) DISTRICT.
- 6) DIMENSIONAL REQUIREMENTS:  
MIN. LOT AREA: 15,000 S.F.  
FRONTAGES: 100 FEET  
STREACHS: FRONT 30 FEET  
SIDE 10 FEET  
REAR 30 FEET  
MINIMUM STRUCTURE HEIGHT: 35 FEET  
MINIMUM STRUCTURE COVERAGE: 20%  
MINIMUM OPEN SPACE: 40%
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED UTILITY EASEMENT TO BENEFIT THE CITY OF PORTSMOUTH.
- 8) VERTICAL DATUM: MEAN SEA LEVEL NAVD83. BASIS OF VERTICAL DATUM IS REDUNDANT GPS OBSERVATIONS (50.2').
- 9) UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE EVIDENCE AND ARE NOT FIELD VERIFIED. LOCATING AND PROTECTING ANY ABOVE GROUND OR UNDERGROUND UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER.

NO.	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	5/7/19
0	ISSUED FOR COMMENT	4/25/19

**UTILITY EASEMENT PLAN  
TO THE CITY OF PORTSMOUTH  
TAX MAP 220 - LOT 100**

OWNER:  
**ROBERT A. &  
MEGHAN M. DESFOSSÉS**  
260 MYRTLE AVENUE  
CITY OF PORTSMOUTH  
COUNTY OF ROCKINGHAM  
STATE OF NEW HAMPSHIRE

SCALE: 1" = 20'  
APRIL 2019  
FB 277 PG 26 481.02



- LEGEND:**
- N/F NOW OR FORMERLY
  - RP RECORD OF PROBATE
  - RCRD ROCKINGHAM COUNTY
  - REGISTRY OF DEEDS
  - RAILROAD SPIKE
  - MAP 11/LOT 21
  - IN FND IRON ROD FOUND
  - IN FND IRON PIPE FOUND
  - IN SET IRON ROD SET
  - IN FND DRILL HOLE FOUND
  - IN SET DRILL HOLE SET
  - Y-TBAR T-BAR FOUND
  - NHOT NHOT BOUND FOUND
  - S SOWER LINE
  - D DRAIN LINE

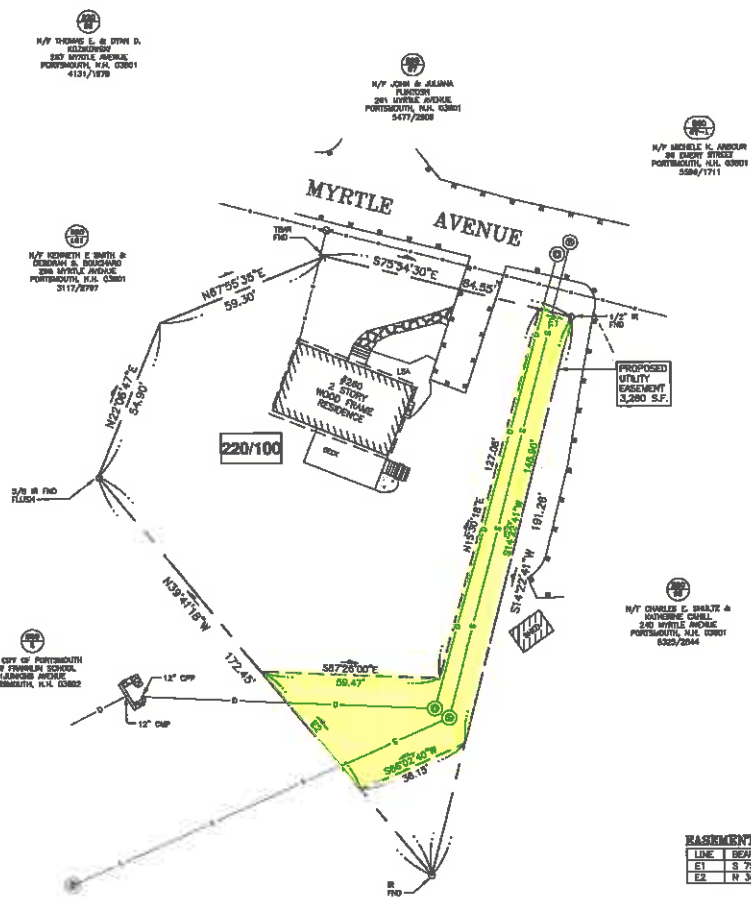
**PLAN REFERENCES:**

1) LOT LINE RELOCATION PLAN FOR PETER & KIMBERLY FLETCHER AND KENNETH & DEBORAH SMITH, 250 & 258 MYRTLE AVENUE, PORTSMOUTH, N.H., COUNTY OF ROCKINGHAM, SCALE: 1" = 20', DATED JULY 1987 BY AMBIT SURVEY, RCRD PLAN D-25881.

I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRANSVERSE THAT EXCEEDS THE PRECISION OF 1:15,000.

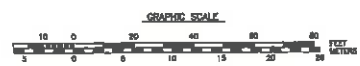
I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

JOHN R. CHAMBERLAIN, L.L.S. 738  
DATE: 6-7-19



**EASEMENT LENGTHS TABLE**

LINE	BEARING	DISTANCE
E1	S 79°34'30" E	11.00'
E2	N 38°41'10" W	51.61'



## UTILITY EASEMENT DEED

**ROBERT A. AND MEGHAN M. DEFOSES**, with a mailing address of 260 Myrtle Avenue, Portsmouth, County of Rockingham, State of New Hampshire 03801, hereinafter "Grantor," for consideration paid, grants to the **CITY OF PORTSMOUTH**, a municipal body politic, having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, hereinafter, "Grantee," with QUITCLAIM COVENANTS, the following easements with respect to Grantor's real property situate on the southerly side of Myrtle Avenue in the City of Portsmouth, State of New Hampshire:

1. **Permanent Easement Area**: A permanent easement for the purpose of a sewage pipe and a water drainage pipe over the land of GRANTOR as shown on a plan entitled, Utility Easement Plan to the City of Portsmouth, dated 6/7/2019, by AMBIT ENGINEERING , INC. (hereinafter "the Plan"). The Plan recorded at D-\_\_\_\_\_.

Land located in the City of Portsmouth, County of Rockingham, State of New Hampshire, more particularly bounded and described as follows:

Beginning at a 1/2 inch iron rod on the southerly sideline of Myrtle Avenue at land of the Grantor and land now or formerly of Charles E. Schultz & Katherine Cahill;

thence running along land of Charles E. Schultz & Katherine Cahill S 14°22'41" W a distance of 145.90 feet to a point;

thence turning and running over and across land of the Grantor S 66°02'40" W a distance of 38.15 feet to a point at land now or formerly of the City of Portsmouth;

thence turning and running along land of the City of Portsmouth N 39°41'18" W a distance of 51.61 feet to a point;

thence turning and running over and across land of the Grantor the following two courses; S 87°26'00" E a distance of 59.47 feet;

thence N 15°30'18" E a distance of 127.08 to a point at the southerly sideline of Myrtle Avenue;

thence turning and running along the southerly sideline of Myrtle Avenue S 75°54'30" E a distance of 11.00 feet to the point of beginning, having an area of 3,260 square feet, more or less.

2. **Purpose and Rights:** The Grantee shall have a permanent and non-exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, maintaining, inspecting, removing, repairing, and replacing a water drainage line with its associated pipes, manholes, and appurtenances. The Grantee shall also have a permanent and non-exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, maintaining, inspecting, removing, repairing, and replacing a sewer line with its associated pipes, manholes, and appurtenances. The Grantee shall have the right to remove obstructions including pavement, curbing, trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein and to take such other actions as may be necessary, useful or convenient for the enjoyment of the easement rights herein granted. The Grantee agrees to preserve access to any existing structures, driveways and parking areas to the extent reasonably practicable. Grantee shall restore paving, curbing and landscaping materials at Grantee's expense when those paving, curbing and landscaping materials pre-exist the grant of easement or are installed with the approval of the Grantee.
  
3. **Grantor's Retained Rights:** Grantor retains the right to freely use and enjoy its interest in the Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantor shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Area, substantially change the grade or slope, or install any pipes in the Permanent Easement Area without prior written consent of the Grantee. The Grantor expressly reserves the right to construct a garage immediately to the west of the above-referenced easement area.
  
4. **Personal Property.** It is agreed that the pipes, manholes, and appurtenances related to the public water drainage line and sewer line installed within the easement area, whether fixed to the realty or not, shall be and remain the property of the Grantee. Pipes, manholes and appurtenances related to any drain lines are the responsibility of the Grantor.
  
7. **Easement to Run with Land:** All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the within Grantor by deed of David C. Lear, dated August 4, 2017 and recorded in Book 5842, Page 106 of the Rockingham County Registry of Deeds.

This is an exempt transfer per RSA 78-B:2(I).

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Robert A. Defosses



State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_  
(name of officer or agent title of officer or agent) of \_\_\_\_\_ (name of  
corporation acknowledging) a \_\_\_\_\_ (state or place of incorporation) corporation on  
behalf of the corporation.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)  
Notary Public/Justice of the Peace  
[My commission Expires \_\_\_\_\_]

By: \_\_\_\_\_  
Meghan M. Defosses

State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_  
(name of officer or agent title of officer or agent) of \_\_\_\_\_ (name of  
corporation acknowledging) a \_\_\_\_\_ (state or place of incorporation) corporation on  
behalf of the corporation.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)  
Notary Public/Justice of the Peace  
[My commission Expires \_\_\_\_\_]





119-4

119-3

119-2

119-6

119-1-C

119-1B

118-1

118-2

118-12

118-0

118-11

118-14

118-3

124-9

124-10

124-12

124-13

Market St

Market St

Market St

Market St

Market St

Market St

Market St

Russell St

Green St

Raynes Ave

Vaughan St

Raynes Ave

Vaughan St

Dear St

Dear St

Dear St

Dear St

Dear St



Return To:  
Legal Department  
City Hall  
1 Junkins Ave.  
Portsmouth, NH 03801

## SEWER EASEMENT DEED

NORTH END MASTER DEVELOPMENT LP, a Delaware limited partnership, with an address and principal place of business at 501 Danforth Street, Portland, Maine 04102, hereinafter "Grantor," for consideration paid, grants to the **CITY OF PORTSMOUTH**, a municipal body politic, having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, hereinafter, "Grantee," with QUITCLAIM COVENANTS, the following easement with respect to Grantor's real property situate on the westerly side of Market Street Extension and Russel Street in the City of Portsmouth, State of New Hampshire:

1. **Permanent Easement Area:** Easement being located on the southwesterly side of Market Street, near the northwesterly intersection of Russell Street in the City of Portsmouth, County of Rockingham, State of New Hampshire. Said easement is shown on a plan entitled "Sewer Easement Plan Tax Map 119 Lot 4 Property of North End Master Development LP Green, Market & Russell Streets, Portsmouth, New Hampshire County of Rockingham" prepared by MSC, a division of TFMoran, Inc. dated July 18, 2019 and is recorded at the Rockingham County Registry of Deeds as Plan #\_\_\_\_\_.

Said easement lying within land now or formerly of North End Master Development LP recorded in Deed Book 5569 Page 2553, being bounded northeasterly by the southwesterly sideline of Market Street and southwesterly by land now or formerly of Boston & Maine Corp. and is more particularly described as follows:

COMMENCING at a concrete bound set on the southwesterly corner of the Grantor's parcel, thence along the southeasterly line of land of Boston & Maine Corp. N 01°02'19" E a distance of 129.05 feet to the POINT OF BEGINNING;  
thence along land of Boston & Maine Corp. N 05°17'50" W a distance of 56.77 feet to a point, said point being located N 03°05'22" E a distance of 243.93 feet from an iron rod;  
thence through said land of North End Master Development LP N 15°19'57" E a distance of 78.49 feet to a point on the southwesterly sideline of Market Street;  
thence along said sideline of Market Street on a curve to the right with a radius of 200.00 feet, an arc length of 32.70 feet, a chord bearing of S 22°25'05" E and a chord length of 32.67 feet to a point;  
thence through said land of North End Master Development LP S 15°19'57" W a distance of 105.78 feet to the point of BEGINNING.

Containing 1,857 square feet, more or less.

2. **Purpose and Rights:** The Grantee shall have a permanent and non-exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, maintaining, inspecting, removing, repairing, and replacing a sewer line with its associated pipes, manholes, and appurtenances. The Grantee shall have the right to remove obstructions including pavement, curbing, trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein and to take such other actions as may be necessary, useful or convenient for the enjoyment of the easement rights herein granted.
3. **Grantee's Responsibility to Restore:** Disturbed areas within the Permanent Easement Area shall be back-filled and restored at the Grantee's expense. Paving and curbing and similar materials shall also be restored at the Grantee's expense.
4. **Grantor's Retained Rights:** Grantor retains the right to freely use and enjoy its interest in the Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantor shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Area, substantially change the grade or slope, or install any pipes in the Permanent Easement Area without prior written consent of the Grantee.
5. **Personal Property.** It is agreed that the pipes, manholes, and appurtenances related to the public sewer main installed within the easement area, whether fixed to the realty or not, shall be and remain the property of the Grantee. Pipes, manholes and appurtenances related to any drain lines are the responsibility of the Grantor.
7. **Easement to Run with Land:** All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the within Grantor by deed of HARBORCORP LLC, a Maine limited liability company, dated October 24, 2014 and recorded in Book 5569, Page 2553 of the Rockingham County Registry of Deeds.

This is an exempt transfer per RSA 78-B:2(I).

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_, of North End Master Development LP, a Delaware limited partnership, on behalf of the partnership.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**SUBORDINATION OF MORTGAGE**

EASTERN BANK, a Massachusetts trust company with an address of 163 Deer Street, Portsmouth, New Hampshire 03801, being the holder of a mortgage given by North End Master Development LP, which mortgage is dated January 6, 2016 and recorded in the Rockingham County Registry of Deeds at Book 5683, Page 999, does hereby subordinate the mortgage to the easement conveyed by North End Master Development LP to THE CITY OF PORTSTMOUTH, pursuant to the foregoing Sewer Easement Deed.

Except as subordinated herein, the mortgage shall remain in full force and effect.

BANK:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_, of Eastern Bank a Massachusetts trust company, on behalf of the company.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**SUBORDINATION OF MORTGAGE**

ANDROSCOGGIN SAVINGS BANK, a savings bank with a mailing address of P.O. Box 1407, Lewiston, Main 04240-1407, being the holder of a mortgage given by North End Master Development LP, which mortgage is dated October 24, 2014 and recorded in the Rockingham County Registry of Deeds at Book 5569, Page 2563, does hereby subordinate the mortgage to the easement conveyed by North End Master Development LP to THE CITY OF PORTSTMOUTH, pursuant to the foregoing Sewer Easement Deed.

Except as subordinated herein, the mortgage shall remain in full force and effect.

BANK:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_, of Eastern Bank a Massachusetts trust company, on behalf of the company.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## EASEMENTS FOR PUBLIC ACCESS TO COMMUNITY SPACE

**THE EASEMENTS HEREIN ARE GRANTED** this day of \_\_\_\_\_, 2019 by 111 Maplewood Avenue, LLC, a New Hampshire limited liability company having an address of 210 Commerce Way, Suite 300, Portsmouth, New Hampshire 03801, (“Grantor”) and for consideration of One Dollar (\$1.00) paid by the City, and other good consideration, receipt of which is acknowledged by Grantor, grants unto the City of Portsmouth, a municipal corporation, 1 Junkins Avenue, Portsmouth, New Hampshire (“City”) with warranty covenants, an easement for public access to and use of community space as set forth herein as a pocket park, pedestrian alley and wide pedestrian sidewalks.

**WHEREAS**, Grantor acquired a tract of land located at 111 Maplewood Avenue, Portsmouth, New Hampshire (the “Property”), by Warranty Deed of RJF-Maplewood, LLC dated \_\_\_\_\_ and recorded at the Rockingham County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, and depicted on a plan entitled "Proposed Office Building, RW Norfolk Holdings, LLC, Portsmouth, New Hampshire" prepared by Tighe & Bond, dated \_\_\_\_\_ with revision # \_\_\_ dated \_\_\_\_\_, and recorded at the Rockingham County Registry of Deeds as Plan D-\_\_\_\_\_ (the “Site Plan”);

**WHEREAS**, reference is made to a plan entitled “Subdivision & Easement Plan, Land of RJF-Maplewood, LLC, Tax Map 124, Lot 8, Maplewood Avenue, Vaughan Street & Raynes Avenue, Portsmouth, New Hampshire” (3 sheets) dated \_\_\_\_\_, last revised \_\_\_\_\_, and prepared by Doucet Survey, Inc. and recorded at the Rockingham County Registry of Deeds as Plan #D-\_\_\_\_\_ (the “Easement Plan”) for the Property;

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), to be paid by the City, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, Grantor conveys the easements as follows:

1. Pocket Park Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy, as identified on the Subdivision & Easement Plan as, a Pocket Park consisting of areas 2,429 square feet, as shown as "Easement A" on the Subdivision & Easement Plan (Sheet 3 of 3).
2. Pedestrian Alley Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy as depicted, the Pedestrian Alley identified on the Subdivision & Easement Plan as "Pedestrian Alley Community Space", consisting 6,942 square feet as shown "Easement B" on the Subdivision & Easement Plan (Sheet 3 of 3).
3. Wide Pedestrian Sidewalk Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right and easement upon, over and across a sidewalk of at least 12' in width, including approved landscaping therein, identified on the Subdivision & Easement Plan as "Wide Pedestrian Sidewalk Community Space", consisting of 2,432 square feet, in a manner that will permit free and unobstructed use by pedestrians and non-motorized vehicles for travel along the perimeter of the Property as shown "Easement C1 & C2" on the Subdivision & Easement Plan (Sheet 3 of 3).

The Easements granted herein shall be subject to the following terms and conditions:

1. Terms of Public Use: The Public Use permitted by the Easements shall be governed and determined at the sole discretion of the City, as expressed by the City Manager or the highest ranking administrative officer of the City, subject to the terms and conditions of these easement. The City shall provide reasonable notice to the Grantor of an extraordinary event to be scheduled for the easement areas but failure to do so shall not be a breach of these easements. .
2. Rights to Private Property: These easements do not convey any right to the public to access or utilize the private property of the Grantor outside the easement areas.
3. Maintenance: Maintenance of the easement areas shall be the sole responsibility of the Grantor, its successors or assigns. The City shall have the right, but not the obligation, to access the easement areas for the purpose of maintenance, repair or replacement, after providing reasonable notice to the Grantor of the scope and cost of such work, all as reasonably determined by the City. Such maintenance costs incurred by the City shall be at the sole expense of the Grantor, its successors or assigns.

4. Covenants Run with the Land: The Easements granted herein shall be perpetual in nature, shall run with the land and shall benefit and be binding upon the Grantor, its successors and assigns. This Easement shall be recorded in the Rockingham County Registry of Deeds.
5. City Ordinance Application: Any use, public or private of the easement areas including the Pocket Park, Pedestrian Alley and Sidewalk shall be subject to and comply with the City Ordinances.
6. Obstructions: The Easements shall be treated for purposes of authority to obstruct as though it is a City sidewalk [what does this mean?]. If restaurant wants to operate on sidewalk it would require an Area Service Agreement.
7. Notices. Any notice, demand, request, or other communication that either party desires or is required to give to the other under this Easement shall be in writing and either served personally or sent by United States mail, postage prepaid, certified, return receipt requested, and shall be mailed to the parties at the following addresses:

To Grantor:

111 Maplewood Avenue, LLC  
210 Commerce Way, Suite 300  
Portsmouth, NH 03801

(or as listed and at the address shown on the City's current Tax Records) To City:

City Manager (or the highest ranking administrative officer)  
City of Portsmouth, New Hampshire  
1 Junkins Avenue  
Portsmouth, NH 03801

8. Amendment. Grantor and Grantee may mutually agree to amend or modify this Easement, provided that any such amendment or modification is approved by the City Council at a noticed public hearing, in writing and signed by both parties, and is consistent with the purpose and intent of the Zoning Ordinance. No amendment or modification of this Easement shall take effect unless and until it is recorded in the Rockingham County Registry of Deeds.
9. Costs and Liabilities. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend, indemnify, hold harmless and release the City of Portsmouth, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Grantor, relating thereto. Without limiting the foregoing, the City of Portsmouth shall not be liable to Grantor or any other person or entity in connection with any entry upon the Property pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threaten against Grantor or any other person or entity, except as such claim, liability, damage, or expense is the result of the City of Portsmouth's, its agents or employee's negligence or willful misconduct.

10. Applicable Law. These Easements shall be construed and interpreted according to the substantive law of the State of New Hampshire.

11. Easement to Bind Successors. The provisions of this Easement shall be binding upon and inure to the benefit of Grantor and its successors and assigns. The Easements shall be appurtenant to, and for the benefit of, Grantee and shall run with title to the Property and shall continue in perpetuity.

Meaning and intending to convey an easement over a portion of the Property conveyed to the Grantor by Warranty Deed of \_\_\_\_\_ dated \_\_\_\_\_ and recorded at the Rockingham County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.

This is an exempt transfer pursuant to RSA 78-B:2(I)

IN WITNESS WHEREOF, Grantor and City have executed this Easement as set forth, below.

Grantor:

111 Maplewood Avenue, LLC

By: \_\_\_\_\_  
Michael Kane, Manager

City:

City of Portsmouth, New Hampshire

By: \_\_\_\_\_  
John P. Bohenko, City Manager  
Per vote of the City Council on \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Michael Kane, Manager 111 Maplewood Avenue, LLC, a New Hampshire limited liability company, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared John P. Bohenko, Manager of the City of Portsmouth New Hampshire, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it in his capacity as stated therein and voluntarily for its stated purpose.

---

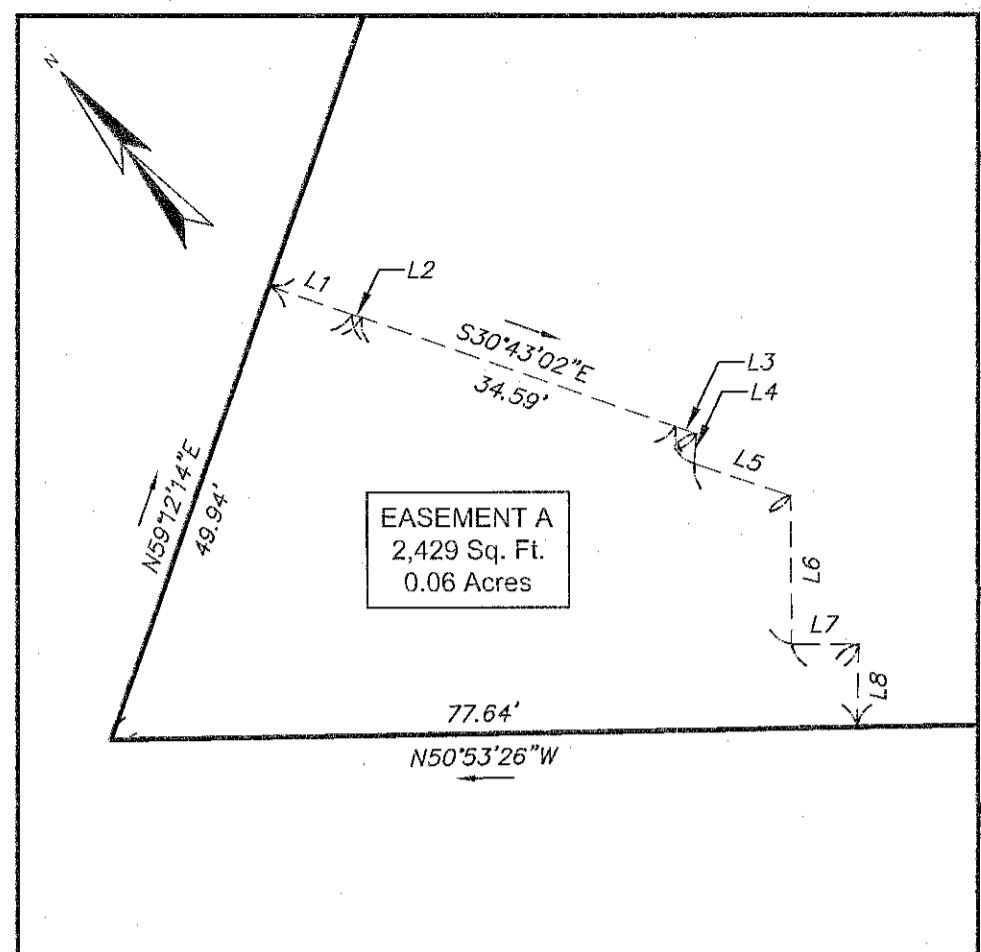
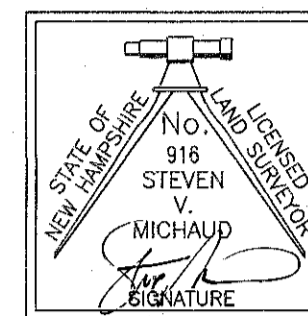
Notary Public:  
My Commission Expires:

L/jferrini/easement/111maplewood/council

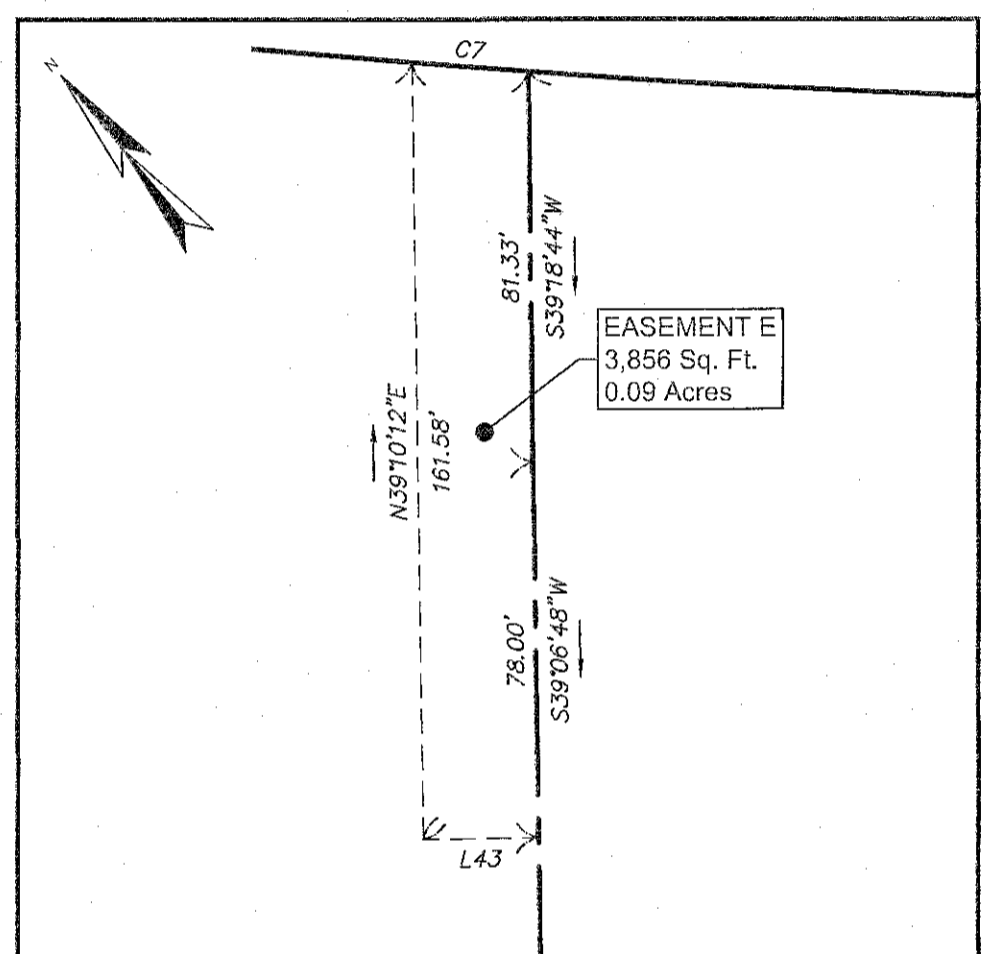
I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION AND FALLS UNDER THE URBAN SURVEY CLASSIFICATION OF THE NH CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS. I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. RANDOM TRAVERSE SURVEY BY TOTAL STATION, WITH A PRECISION GREATER THAN 1:15,000.

*[Signature]* L.L.S. #916  
 01/20/2019 DATE

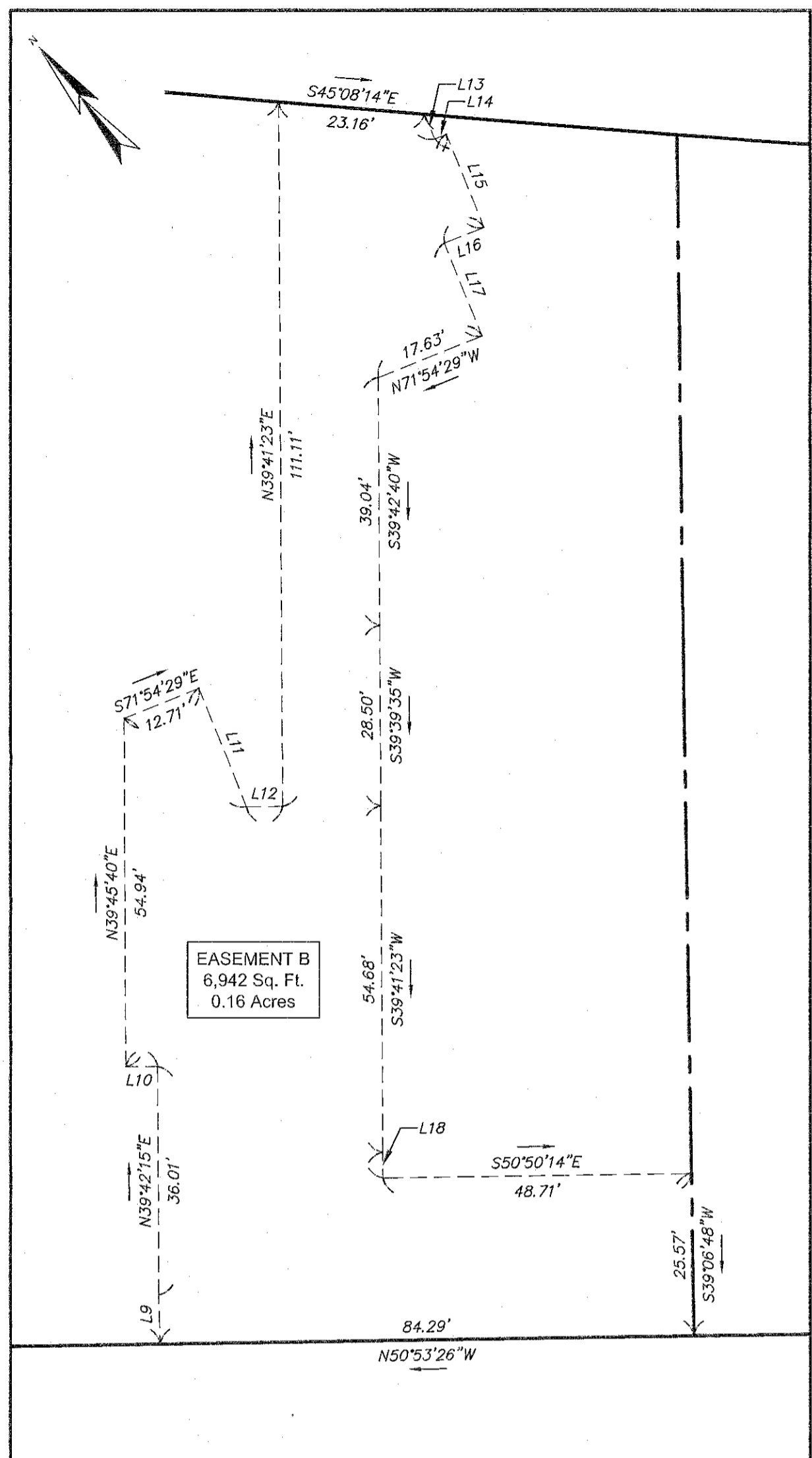
THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT TOWN ASSESSORS RECORDS.



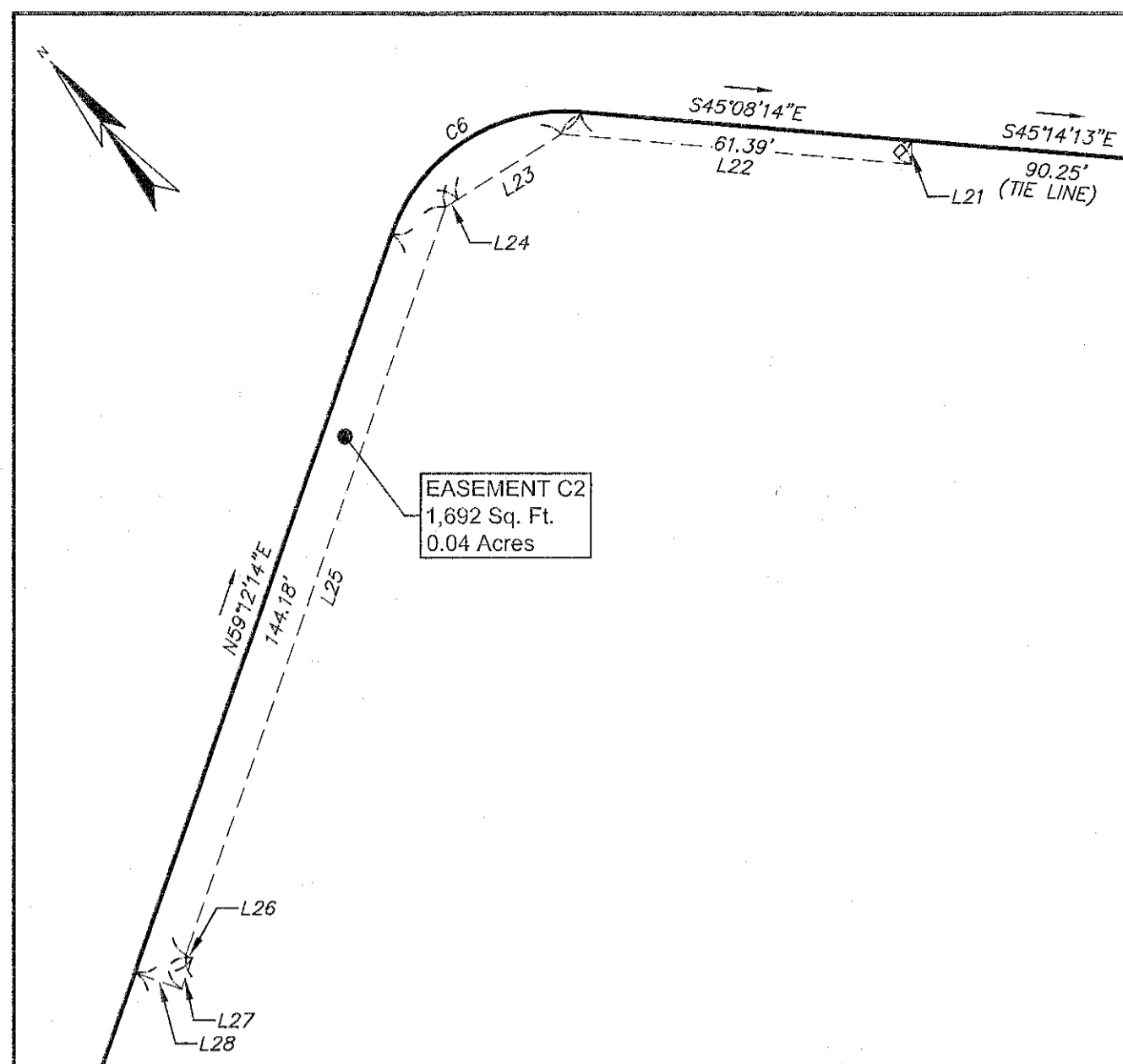
EASEMENT "A" DETAIL - PROPOSED POCKET PARK EASEMENT (SCALE 1" = 20')



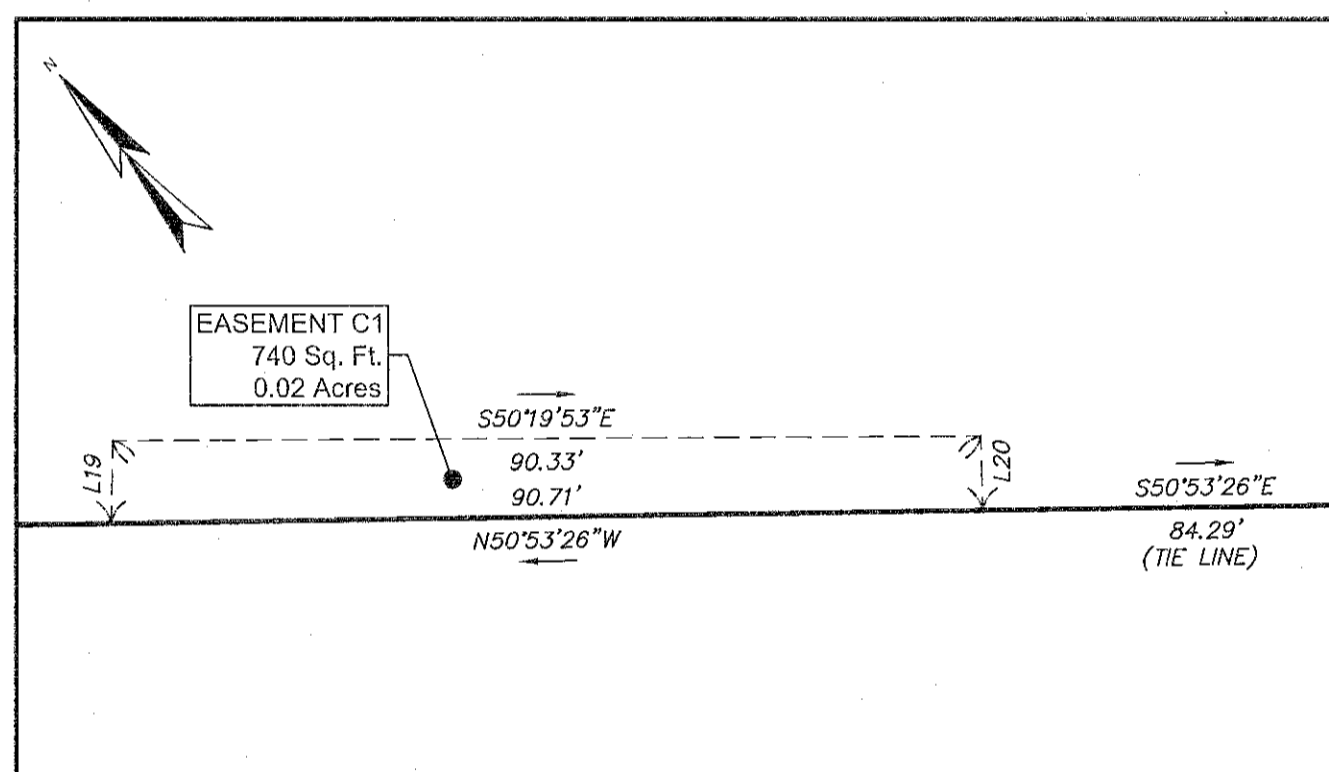
EASEMENT "E" DETAIL - PROPOSED ACCESS EASEMENT (SCALE 1" = 40')



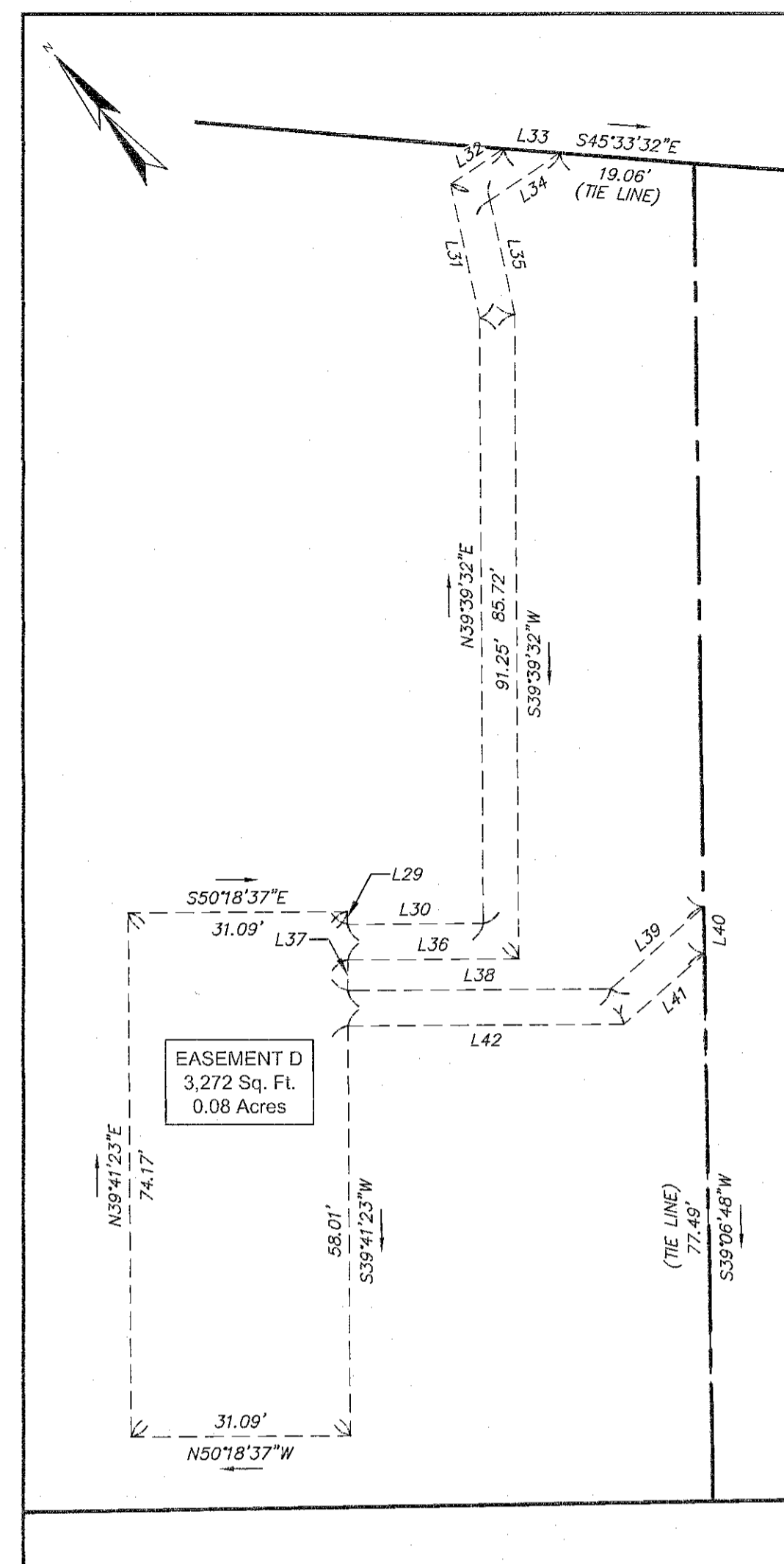
EASEMENT "B" DETAIL - PROPOSED PEDESTRIAN ALLEY EASEMENT (SCALE 1" = 20')



EASEMENT "C2" DETAIL - PROPOSED WIDE SIDEWALK EASEMENT (SCALE 1" = 30')



EASEMENT "C1" DETAIL - PROPOSED WIDE SIDEWALK EASEMENT (SCALE 1" = 20')

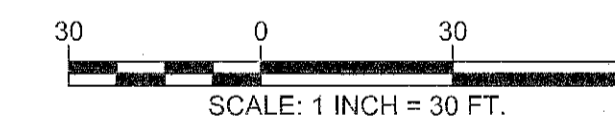


EASEMENT "D" DETAIL - PROPOSED DRAINAGE EASEMENT (SCALE 1" = 20')

LINE	BEARING	DISTANCE
L1	S30°48'07"E	9.13'
L2	S35°58'12"E	1.01'
L3	S31°19'18"E	2.38'
L4	S44°19'20"W	3.10'
L5	S31°19'18"E	10.58'
L6	S39°45'42"W	15.43'
L7	S49°58'06"E	7.01'
L8	S41°00'08"W	8.62'
L9	N38°22'38"E	7.73'
L10	N50°18'34"W	5.01'
L11	S18°05'31"W	20.11'
L12	S50°18'37"E	5.71'
L13	S18°05'31"W	4.25'
L14	S71°54'29"E	2.00'
L15	S18°05'31"W	15.77'
L16	N71°54'29"W	6.68'
L17	S18°05'31"W	15.77'
L18	S39°41'24"W	4.01'
L19	N41°00'08"E	8.62'
L20	S38°22'38"W	7.73'
L21	S39°27'50"W	4.44'
L22	N45°06'50"W	65.03'

LINE	BEARING	DISTANCE
L23	N82°16'47"W	22.63'
L24	N82°18'50"W	2.67'
L25	S59°11'33"W	146.16'
L26	S30°41'55"E	1.30'
L27	S59°11'49"W	6.11'
L28	N30°48'07"W	9.13'
L29	S39°41'23"W	1.79'
L30	S50°18'37"E	19.25'
L31	N27°46'06"E	19.38'
L32	S83°57'58"E	9.12'
L33	S45°15'13"E	7.99'
L34	N83°57'58"W	11.97'
L35	S27°46'06"W	16.51'
L36	N50°18'37"W	24.26'
L37	S39°41'23"W	4.37'
L38	N50°18'37"E	37.31'
L39	N88°43'39"E	17.50'
L40	S39°06'48"W	6.56'
L41	S88°43'39"W	15.12'
L42	N50°18'37"W	39.18'
L43	N50°49'48"W	24.04'

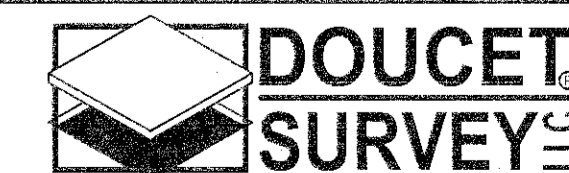
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C6	44.90'	34.00'	075°39'51"	S82°57'51"E	41.71'
C7	24.27'	2526.00'	000°33'02"	S45°30'05"E	24.27'



**SUBDIVISION & EASEMENT PLAN**  
 LAND OF  
 RJF-MAPLEWOOD LLC  
 TAX MAP 124 LOT 8  
 MAPLEWOOD AVENUE, VAUGHAN STREET,  
 & RAYNES AVENUE  
 PORTSMOUTH, NEW HAMPSHIRE

NO.	DATE	DESCRIPTION	BY
1	06/20/19	ADDED EASEMENT SHEET	BT

DRAWN BY:	W.D.C.	DATE:	MARCH 2019
CHECKED BY:	S.V.M.	DRAWING NO.	5882B
JOB NO.	5882	SHEET	3 OF 3

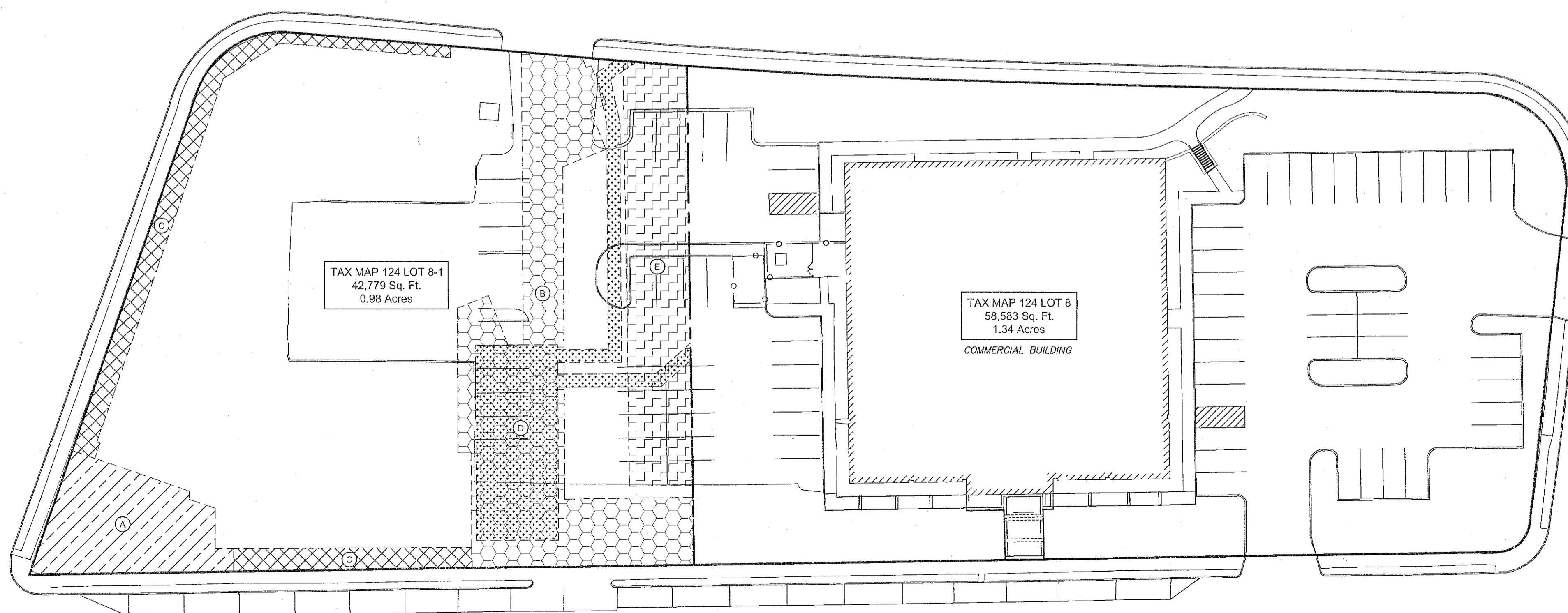


Serving Your Professional Surveying & Mapping Needs  
 102 Kent Place, Newmarket, NH 03857 (603) 659-6560  
 2 Commerce Drive (Suite 202) Bedford, NH 03110 (603) 614-4060  
 10 Storer Street (Riverview Suite) Kennebunk, ME (207) 502-7005  
<http://www.doucetsurvey.com>

- LEGEND**
- LOT LINE
  - PROPOSED LOT LINE
  - APPROXIMATE ABUTTERS LOT LINE
  - PROPOSED EASEMENT LINE
  - ▨ PROPOSED POCKET PARK EASEMENT
  - ▩ PROPOSED PEDESTRIAN ALLEY EASEMENT
  - ▧ PROPOSED WIDE SIDEWALK EASEMENT
  - ▦ PROPOSED DRAINAGE EASEMENT
  - ▤ PROPOSED ACCESS EASEMENT

APPROVED BY THE PORTSMOUTH PLANNING BOARD

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_



---

# MEMORANDUM

---

**TO:** John Bohenko, City Manager

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

**DATE:** August 8, 2019

**RE:** City Council Referral – Projecting Sign  
Address: 406 Deer Street (400 The Hill)  
Business Name: BCM Advisory Group LLC  
Business Owner: Jason J. Mills

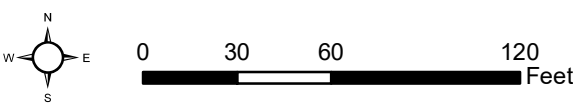
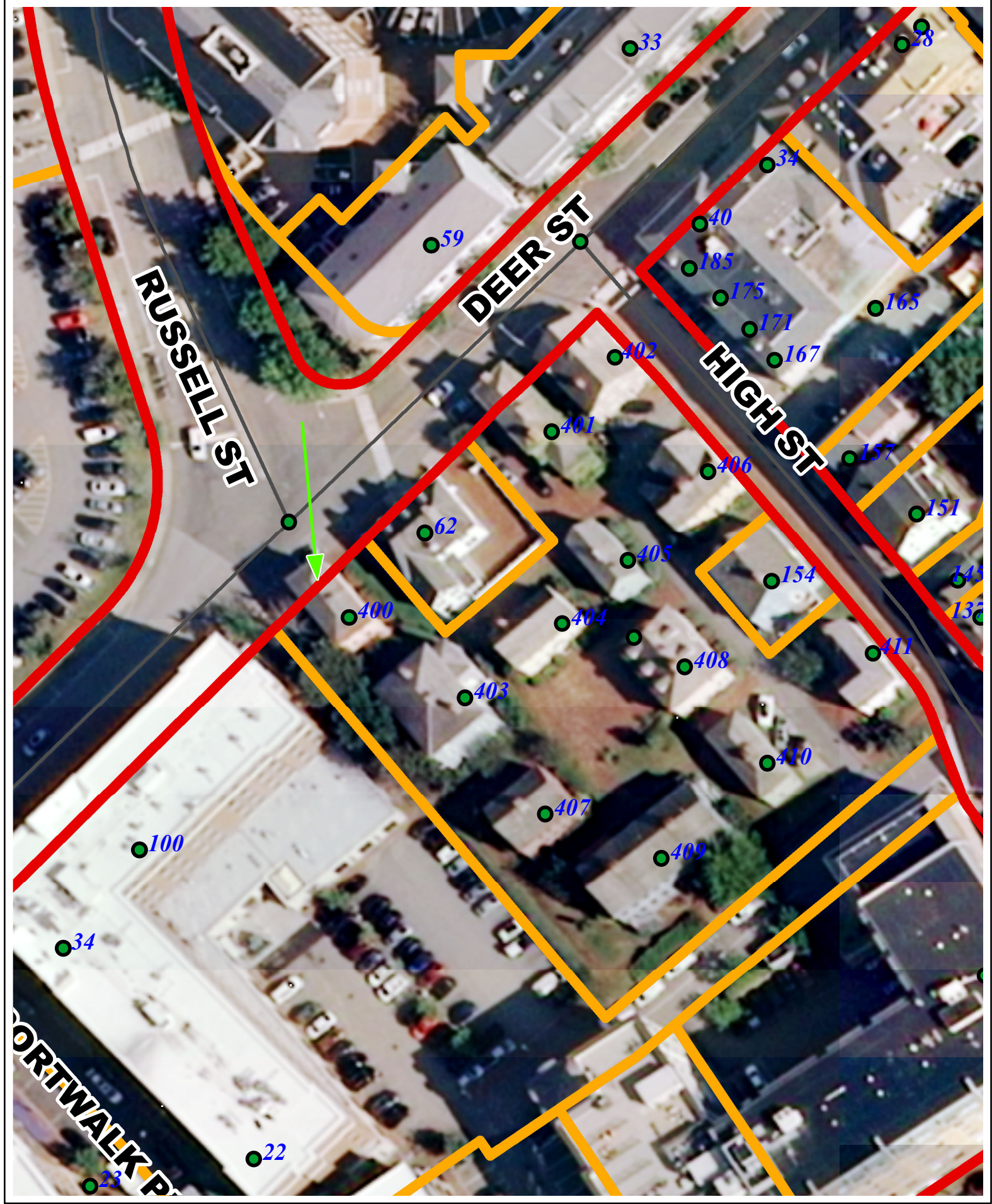
---

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

Sign dimensions: 36" x 36"  
Sign area: 9 sq. ft.

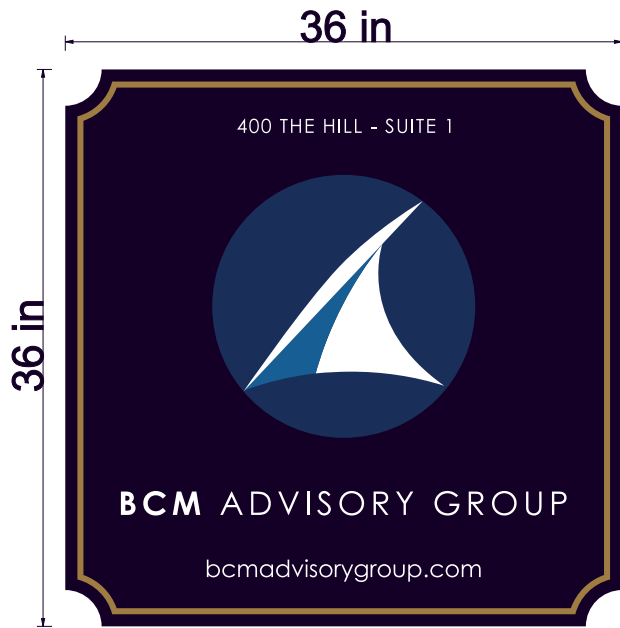
The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

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



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





**REVISION:**

All orders under \$250 include 1 revision only.  
All orders over \$250 include 2 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.

8/1/19

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.

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

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

Member of:



GREATER  
**PORTSMOUTH**  
CHAMBER OF COMMERCE

the **Greater**  
**York Region**  
Chamber of Commerce

©COPYRIGHT 2019, 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.

Shop Use Only

Qty: SS  DS

Materials:

Background Color:

Vinyl Color:  
HP  Int

Other:

CITY COUNCIL E-MAILS

August 13<sup>th</sup> – August 29, 2019 (9:00 a.m.)

SEPTEMBER 3, 2019 CITY COUNCIL MEETING

UPDATED 09/03/2019 THROUGH 3:30 PM

New content begins Page 4

Below is the result of your feedback form. It was submitted by Ryan Costa ([ryancosta89@gmail.com](mailto:ryancosta89@gmail.com)) on Tuesday, August 13, 2019 at 10:24:15

---

address: 126 Hill St

comments: Thank you for all of your hard work! I love the design and the public/private partnership that is going on. I know the vocal minority can make it a difficult process, but I support this project.

Thanks again!

includeInRecords: on

Engage: Submit

---

Below is the result of your feedback form. It was submitted by Patrice Gerard ([chefpatriceg@gmail.com](mailto:chefpatriceg@gmail.com)) on Tuesday, August 13, 2019 at 16:02:48

---

address: 12 Ruth St

comments: I too want to express my support for moving forward with the next step in the existing Redgate/Kane public-private partnership for the McIntyre property. I am particularly concerned about the tactics of certain opponents of the plan to move forward. There has been a severe amount of disinformation, scare tactics, and moving of goal posts that I think is transparent for everyone to see at this point. I feel that to further entertain these tactics, even by giving an inch and "hearing it out", will damage our ability to use our representative form of city government. I don't want to see populism take hold in Portsmouth, especially when the populism is a vocal minority. I don't want to name them, as a group or otherwise, because I feel that the perpetrators of those tactics are mixed in with a few people who just had legitimate concerns and questions about the existing plan. There has been plenty of clarification and easing of those concerns and questions by not just yourselves.

I think that this is a sort of moment of truth, literally and figuratively, when it comes to how we as a city (and city government) will act in situations like this in the future. Trust the people that voted for you that we believe you'll do the right thing and will vote for you in the future knowing that you will.

includeInRecords: on

Engage: Submit

---

Below is the result of your feedback form. It was submitted by Mary Beth Lambert ([maryblambert@gmail.com](mailto:maryblambert@gmail.com)) on Tuesday, August 13, 2019 at 16:58:21

---

address: 53 Laurel Lane New Castle

comments: People living in communities close to Portsmouth have been watching this carefully for months, and I speak for those who are amazed at the lack of vision of the City Council except for Rick Becksted. You really believe that it would "be disrespectful" to move to another project!!! Portsmouth OWES developers nothing. And where are the members who advocated for Parks and Open Spaces?? Pavement is not a park

nor are walks between tall buildings Open Spaces. And does Portsmouth REALLY need more \$3000/Month condos? REALLY? Are any of you listening to The Portsmouth Herald asking to just take a breath and be sure you are getting the best for Portsmouth. I guess not. THE ROAD NOT TAKEN - This could have been a time to feel upbeat and really proud of Portsmouth NH. Sadly, its not. Mary Beth Lambert New Castle

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Barbara Sadick ([Barbken@comcast.net](mailto:Barbken@comcast.net)) on Wednesday, August 14, 2019 at 07:11:34

-----  
address: 271 Islington Street

comments: Hello! I am asking for your help in getting the Department of Public Works to do someone about the garden surrounding the Civil War monument in Goodwin Park. It is terribly overgrown, with weeds over 3 feet tall, which are strangling the bushes. It really looks bad! The garden needs to be weeded and the "good" landscaping rescued. Obviously, thought and money went into the garden plantings. I am concerned that these resources will be wasted as the weeds take over and the garden becomes a terrible eyesore.

This issue was reported earlier this month via the DPW click&fix application and the issue was "assigned". Yesterday, the grass was mowed, but the garden was not touched. Would you please help make this happen? Goodwin Park is such a lovely spot and it is a shame to let it get so shabby.

Thank you very much for your help.

Regards,

Barbara Sadick

includeInRecords: on

Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by Judy Miller ([jamiller37@gmail.com](mailto:jamiller37@gmail.com)) on Thursday, August 15, 2019 at 07:29:54

-----  
address: 77 Hanover Street, Unit #7

comments: My recommendation is to offer a continuous looping trolley/shuttle (until 1 or 2pm??) from the FPG to the city's popular locations and eliminate the shuttle from the Market St. parking lot which is expensive with relatively no financial benefits for taxpayers.

includeInRecords: on

Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by Kristen Rinaldi ([kristenrinaldi@yahoo.com](mailto:kristenrinaldi@yahoo.com)) on Saturday, August 17, 2019 at 12:24:44

-----  
address: PO Box 16 Portsmouth

comments: I am the owner of ONYX boutique in Portsmouth and I support the Kane Commercial Real Estate submission for the McIntyre Project. Thank you!

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Thomas A Nies ([tnies@aol.com](mailto:tnies@aol.com)) on Sunday, August 18, 2019 at 20:50:40

-----  
address: 419 Richards Avenue

comments: Councilors;

While reviewing the draft McIntyre development agreement, this statement on page 15 caught my attention:

"The City shall cooperate in the prosecution of such Development Permits and Approvals, including the execution of any and all letters, consents and permit applications, the attendance by City Staff at all hearings, and the submission of oral and written testimony in support of Developer's Project to the applicable land use boards or agencies, to permit Developer to seek and obtain all development permits and approvals. "

In the previous paragraph, the City is referred to as a co-applicant for applications.

In order to preserve confidence in the land-use boards, I urge the Council to direct Council members and city employees on the land use boards to recuse themselves from the McIntyre Project discussions. This would seem to be an obvious decision to remove one possible legal challenge by those who oppose the project. Board members who are partners of any other project would be expected to recuse themselves. Indeed, I've seen one board chair recuse himself because his company did business with an applicant on other projects (a decision I admired).

I bring this to your attention because in at least one instance in the past, city employees did not recuse themselves during the review of a project from a different public/private partnership.

includeInRecords: on  
Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by Gerald Duffy ( [gduffy44@gmail.com](mailto:gduffy44@gmail.com)) on Monday, August 19, 2019 at 09:26:02

-----  
address: 428 Pleasant Street #3

comments: Dear Mr. Mayor and Councillors:

I imagine during the past two years and beyond, you've each developed some ideas about the major challenges and opportunities facing our City in the near future, say five years out and beyond.

Would any of you be willing to take just a moment and send me a brief note about which priorities you think will face the next council. A simple, short bulleted list would do.

In response to the Herald's recent op-ed which insists that the McIntyre Project will be the major issue, I would like to write in about the real issues we should be discussing. If you have a moment to do this, many thanks.

Best wishes,  
Gerald Duffy

includeInRecords: on  
Engage: Submit

Below is the result of your feedback form. It was submitted by Mary Lou McElwain ([MI259@comcast.net](mailto:MI259@comcast.net)) on Wednesday, August 28, 2019 at 13:08:14

-----  
address: 259 South Street

comments: My husband was told by two different post office workers yesterday that the downtown post office is closing this Tuesday. What's up!? There hasn't been anything in the newspaper, no information to residents and businesses. The last we heard it would be probably close in December. This is poor communication if this is factual.

includeInRecords: on  
Engage: Submit

---

***Emails regarding 08/12/2019 McIntyre vote removed from 09/03/19 update***

***New Content:***

Below is the result of your feedback form. It was submitted by Pat Bagley ([patbagley@aol.com](mailto:patbagley@aol.com)) on Friday, August 30, 2019 at 06:58:53

-----  
address: 213 Pleasant St

comments: Honourable Mayor and City Councilors:  
In support of Valerie Rochon's letter, I ask that you consider not having residents publicly disclose their contact information when speaking at meetings. Supplying our names and addresses on the sign-up sheet should be sufficient.  
Thank you for your consideration.  
Respectfully,  
Pat Bagley

includeInRecords: on

---

**Below is the result of your feedback form. It was submitted by Arthur Clough ([arthurclough@hotmail.com](mailto:arthurclough@hotmail.com)) on Tuesday, September 3, 2019 at 12:20:30**

-----  
address: 431 Pleasant St

comments: The overwhelming majority of city governments in NH list city council members addresses, with the exception of those that vote by wards. I urge you to not take away another level of transparency in the local government that other NH cities seem to favor transparency. I would like to receive the source documentation for the conclusions that were presented to the council on this matter in the packet.

Thank

Berlin, NH

Lists lists residential addresses for city councilors:

Sample

<https://www.berlinnh.gov/people/russell-otis>

Claremont – Phone, personal email, and ward Concord NH – Phone and address

Sample:

<https://www.concordnh.gov/Directory.aspx?EID=202>

Dover, NH

Phone and address:

<https://www.dover.nh.gov/government/boards-and-commissions/city-council/index.html>

Franklin, NH

Home Phone and Ward

Keene, NH

Phone, Ward, Address

<https://ci.keene.nh.us/my-city-government/city-council>

Laconia NH

Ward

Lebanon NH

Phone, Ward, Address

Sample:

<https://lebanonnh.gov/844/Councilor-Jim-Winny>

Manchester, NH city website – lists residential addresses for aldermen

Sample:

<https://www.manchesternh.gov/Mayor-and-Aldermen/Aldermen/Ward-1-Alderman>

Nashua NH

Aldermen addresses available in online report on city site:

<https://www.nashuanh.gov/ArchiveCenter/ViewFile/Item/63>

Portsmouth, NH

Phone and address

Sample:

<https://www.cityofportsmouth.com/citycouncil/profiles/cliff-lazenby>

Rochester, NH

Phone and address

Sample:

<https://www.rochesternh.net/people/caroline-mccarley>

Sommersworth, NH

Phone and address:

<https://www.somersworth.com/mayor-city-council>

Berlin, NH

Lists lists residential addresses for city councilors:

Sample

<https://www.berlinnh.gov/people/russell-otis>

Claremont – Phone, personal email, and ward Concord NH – Phone and address

Sample:

<https://www.concordnh.gov/Directory.aspx?EID=202>

Dover, NH

Phone and address:

<https://www.dover.nh.gov/government/boards-and-commissions/city-council/index.html>

Franklin, NH  
Home Phone and Ward

Keene, NH  
Phone, Ward, Address

<https://ci.keene.nh.us/my-city-government/city-council>

Laconia NH  
Ward  
Lebanon NH  
Phone, Ward, Address  
Sample:

<https://lebanonnh.gov/844/Councilor-Jim-Winny>

Manchester, NH city website – lists residential addresses for aldermen

Sample:

<https://www.manchesternh.gov/Mayor-and-Aldermen/Aldermen/Ward-1-Alderman>

Nashua NH  
Aldermen addresses available in online report on city site:  
<https://www.nashuanh.gov/ArchiveCenter/ViewFile/Item/63>

Portsmouth, NH  
Phone and address  
Sample:  
<https://www.cityofportsmouth.com/citycouncil/profiles/cliff-lazenby>

Rochester, NH

Phone and address  
Sample:  
<https://www.rochesternh.net/people/caroline-mccarley>

Sommersworth, NH

Phone and address:  
<https://www.somersworth.com/mayor-city-council>

includeInRecords: on

Engage: Submit

TO: Portsmouth City Council  
FROM: Valerie Rochon, President, Chamber Collaborative, and the  
Board of Directors of the Chamber Collaborative  
DATE: August 20, 2019  
RE: Publication of Personal Home Addresses

During the August 12, 2019 City Council meeting, Councilor Pearson proposed that home addresses for Councilors and speakers at City meetings be removed from general publication, including on the City's website and in public meeting Minutes.

The Chamber Collaborative's Board of Directors would like to support that suggestion because a) the practice is outdated as there are many forms of communication other than by postal mail that can be used to reach Councilors and speakers, and b) speakers might be reluctant to speak in fear that the publication of their home address could put them and their families at risk for retaliation or harassment.

Thank you for your consideration.

Best,  
Valerie

*Valerie T. Rochon, President & Chief Collaborator*  
*The Chamber Collaborative of Greater Portsmouth*  
*500 Market Street; P.O. Box 239*  
*Portsmouth, NH 03802 U.S.A.*  
*Direct: 603.610.5517; Fax: 603.436.5118*  
[Valerie@PortsmouthCollaborative.org](mailto:Valerie@PortsmouthCollaborative.org)  
[www.PortsmouthCollaborative.org](http://www.PortsmouthCollaborative.org)  
[www.GoPortsmouthNH.com](http://www.GoPortsmouthNH.com)

*The Chamber* \_\_\_\_\_  
**COLLABORATIVE**  
\_\_\_\_\_ of Greater Portsmouth



210 Hillside Drive  
Portsmouth, N.H. 03801  
August 26, 2019

Mayor Jack Blalock  
Members of the City Council  
1 Junkins Avenue  
Portsmouth, N.H. 03801

Re: Proposed Ordinance Regulating Single-Use Disposables

Mayor Blalock and Members of the City Council,

Because I may not be able to attend the Public Hearing on September 3rd, I am setting forth in writing my objections to the proposed ordinance regulating the Distribution of Single-Use Disposables.

While the City Attorney has concluded in his Memorandum dated July 10, 2019 that you have the authority to ban single use plastics on city property, there are several reasons why you should not adopt this proposed ordinance.

While on the one hand, the ordinance proposes banning Single-Use Carry out Bags, Single-Use Plastic Cups, Single-Use Plastic Containers and Single-Use Plastic Straws by Stores on City property (Sections 3.903 through 3.906) on the other hand, it contains a series of exemptions from these prohibitions (Sections 3.903C1, 3.904.B1 and C1, 3.905 B1 and C1 and 3.906 B1 and C1 and 2.) making it difficult to understand exactly what is banned and what is not.

For example, while Section 3.903 A.1 says that "No Store on City Property shall provide a Single-Use Carryout Bag to a Customer.", "On the other hand, Section 3.903 B.3 says that nothing shall prohibit customers from using bags of any type that they bring to the Store themselves and Section 3.903 C.2 says that Food Service Establishments on City property are allowed to distribute Single-Use Plastic Bags to Customers for the purpose of safeguarding health and safety during the transportation of Prepared Foods and section 3.903 C.4 says that a Store on City property

may provide a customer participating in the WIC or SNAP programs with one or more Single Use Carryout Bags at no cost.

Similarly, while Section 3.904 says that no Store on City property shall provide a Single-Use Plastic Cup to a Customer, Section 3.904 B1 says that Stores on City property are allowed to distribute Single-Use Cups, defined as “ a cup that is distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store, “ to Customers for the purpose of transporting a beverage that will be drank inside or outside of the Store (which covers every conceivable situation), Section 3.904 B 4 says that nothing shall prohibit Customers from using cups of any type that they bring to the Store themselves and Section 3.904 C 2 once again allows a Store to provide a customer participating in the WIC or SNAP programs with one of more Single -Use Cups at no cost.

Likewise, while Section 3.905A1, says that No Store on City property shall provide a Single-Use Plastic Container to a Customer for the purpose of transporting Prepared Food that will be consumed inside or outside the Store except as provided in this Section, Section 3.905 B1 says that Stores on City property are allowed to distribute Single-Use Containers to Customers for the purpose of transporting prepared Foods that will be eaten inside or outside of the Store ,subject to the terms of this section. Section 3.905B3 says that “Nothing in this Section prohibits Customers from using containers of any type that they would otherwise be allowed to bring under the Ordinances of the City of Portsmouth ( how will the average person be able to determine that ?) to the Store themselves in lieu of using containers provided by the Store “ and Section 3.905C1 then says that the only Single Use Plastic Containers that Stores on City property are allowed to distribute are Single-Use Plastic Compostable Containers “if the Store provides customers the option to dispose of the Single-Use Compostable Plastic Containers in a specifically designated composting receptacle that is both on the premise(SIC) and its contents will be transported to a Composting Facility “,which is defined in the proposed Ordinance as facility governed by Maine regulations and laws.

How is the City going to ensure compliance with this provision?

Lastly, while Section 3.906 A 1 says that No Store on City property shall provide a Single-Use Plastic Straw to a customer, except as provided in this Section, Section 3.906B1 says that Stores on City property are allowed to distribute Single Use Straws (not defined) to Customers ,subject to the terms of this Section and while Section 3.906 C1 says that Stores on City property are allowed to distribute Single-Use Straws at the request of a customer , Section 3.906 C2 says that the only Single-Use Plastic Straws that Stores on City property are allowed to distribute are Single-Use Plastic Compostable Straws and once again only if the Store provides customers with the option to dispose of the Single-Use Compostable Plastic Straws in a specifically designated composting receptacle on the premises and its contents will be transported to a Composting Facility in Maine.

How will compliance with this provision be determined and who will be responsible for doing so ?

In short, while on the one hand the purpose of the proposed ordinance is in part to protect “ the public health ,safety and welfare of its citizens,” it contains more exemptions than there are holes in a slice of Swiss cheese .

What sense does it make to ban Single Use Carry Out Bags (Section 3.903 A1 and 2) to protect the public health and safety of its citizens (Section 3.901) while at the same time allowing Food Service Establishments on City property to provide them to their customers for the purpose of safeguarding health and safety during the transportation of prepared food(Section 3.903 C2)?

What sense does it make to say that the banning of Single Use Carryout Bags and Single Use Plastic Cups is deemed necessary to protect the health, safety and welfare of the citizenry ,except for those citizens who participate in the WIC and SNAP Programs,(Sections 3.903C4 and and 3.904C4) ,which are designed to benefit low income women and children ages 1to 5?

Is their heath, welfare and safety less valuable than that of the rest of us ?

But that is precisely what this ordinance says.

Next, while the intent of the proposed ordinance is to limit its application to "Stores on City property" what exactly is a "Store on City property" and what exactly is "City property"? It seems we need yet more definitions to add to the twenty nine already set forth in the proposed ordinance.

While, Store is defined in the proposed ordinance as "any Food Service Establishment, Pharmacy or Retail Establishment located within the City," excluding Medical Facilities., does the term "Store on City property" really make sense?

When was the last time you were able to pick up a prescription refill or buy a cup of coffee while at City Hall paying your taxes or registering your car?

While on the one hand, the proposed ordinance purports to limit its scope to "Stores on City property," Sections 3.903 B 2 and 3, 3.904A 2 ,B 3 and 4 , 3.905 A2 ,B2 and B3 and C1 and 3.906 C 2 , apply to Stores in general ,regardless of their location , and constitute an attempt to apply these provisions City wide, something which the City Attorney has deemed to be illegal in his July 19 Memorandum absent enabling legislation at the state level.

In addition, the proposed ordinance applies not only to "Stores on City property" ,but also to persons ( defined as " any natural person, firm, corporation ,partnership or other organization however organized )as well as city facilities ,city managed concessions, city sponsored events and city permitted events .

According to this definition, for example, a parent who provides his/her child with a Single-Use Plastic Cup (Section 3.904A3) or a Single Use Plastic Straw (Section 3.906A2) at a football game would be violating the proposed ordinance.

Do you really want to go this far in dictating what parents can or cannot provide their children ?

The proposed ordinance would apply not only to such events as Market Square Day , First Night, Prescott Park and Farmers Market but also to food concessions run by various high school booster clubs as well as to season ending banquets at the high school which may be catered by local restaurants. If this ordinance is adopted, will participants in these events continue to do so or decide to drop out in favor of communities that do not have such burdensome ordinances ?

While Councilor Denton maintains that authority to impose a city wide ban on plastics and styrofoam exists under RSA 149-M notwithstanding the City Attorney's opinion to the contrary, the fact that the Legislature proposed separate amendments to RSA149-M in this past session indicates that it knew that specific legislation was required in order to ban plastic straws and plastic bags and that such authority did not already exist under RSA 149-M. Councilor Denton is simply wrong when he says the Council has the right to impose a City wide ban on these products without specific enabling legislation.

Furthermore, the Legislature was able to draft its proposed legislation banning plastic straws consisting of only 1 page with 1 definition and banning plastic bags consisting of only 2 pages with 5 definitions, both of which set forth clearly defined and easily understandable exceptions .

On the other hand, the proposed ordinance , drafted by an outside organization. contains 12 pages and 29 definitions and over a dozen very confusing exceptions.

By contrast ,the City of Portsmouth Subdivision Regulations consist of 33 pages, but contain only 19 definitions.

Many people and organizations in the City, are already voluntarily implementing the objectives of the proposed ordinance. When a similar ordinance was proposed two years ago, the Herald in an editorial urged “ the council to follow the suggestions made by Mayor Blalock and other councilors and look for ways to encourage merchants and consumers to reduce plastic bag usage and pollution by raising awareness about their negative impact and incentivizing responsible behavior.”

Earlier this year, both Dover and Somersworth passed non-binding resolutions calling on citizens and stores to voluntarily reduce the distribution of single use plastics and styrofoam.,rather than mandating such reductions .

Before adopting an ordinance which is poorly drafted, difficult to understand, will be difficult to enforce , is overreaching and will be overly burdensome on individuals. businesses and organizations, I urge the Council not to pass second reading, but instead to first pass a resolution encouraging voluntary reduction in the use of plastics and see how that works.

Thank you for your consideration.

  
Charles A. Griffin



North Church of Portsmouth  
United Church of Christ  
355 Spinney Road  
Portsmouth, NH 03801  
603.436.9109  
603.436.6744 fax

RECEIVED

AUG 19 2019

CITY MANAGER  
PORTSMOUTH, NH

Rev. Frank Newsome  
Senior Pastor

Mrs. Lizbeth Good  
Moderator

Mr. Nathan Amsden  
Director of Music Ministry

Ms. Brenda Delfino  
Church School Superintendant

Ms. Paula Schena  
Administrative Assistant

August 15, 2019

Mr. John P. Bohenko, City Manager  
City of Portsmouth, NH  
City Hall, 1 Junkins Avenue  
Portsmouth, NH 03801

Dear John,

On Sunday, September 15, 2019 North Church will hold it's annual Gathering On The Bricks at our Market Square sanctuary located at 2 Congress Street. This day is a celebration to kick off a new church program year. I write to ask permission (once again) to set up approximately 6-8 round tables (5' diameter) with chairs on the brickwork just outside the church doors for this fellowship event. Set up would begin at 9:30 a.m. and break down at 12:30 pm. The event itself will take place from 11:00 a.m. to 12::00 p.m. Food and drinks will be offered but no alcoholic beverages will be served. And as with all of our events, anyone is welcome to participate.

We will be sensitive to pedestrian traffic flow in the Square and will keep the tables close to the church building. In the case of inclement weather, the event will be moved indoors.

I would be happy to answer any questions you may have regarding this request and I look forward to your response.

Sincerely yours,

Liz Good, Moderator  
North Church of Portsmouth, UCC

# City of Portsmouth

*Department of Public Works*

## MEMORANDUM

---

TO: John P. Bohenko, City Manager

FROM: Brian Goetz, Deputy Director of Public Works  
Al Pratt, Water Resource Manager

DATE: August 27, 2019

SUBJECT: Report Back to City Council regarding PFAS  
- updated from March 5, 2018 "Report Back to City Council"

---

### **COMPLIANCE WITH REGULATORY REQUIREMENTS FOR PFAS**

We are currently in compliance with the standards for per- and polyfluoroalkyl substances (PFAS) in both the Portsmouth Regional and Pease International Tradeport Drinking Water Systems. The two systems service the following areas on the Seacoast:

#### **Portsmouth Regional Drinking Water System:**

- Portsmouth
- Newington
- Greenland
- New Castle (and wholesale water to the New Castle Water District)
- Some of Rye (and wholesale water to the Rye Water District), Durham, Madbury and Dover

#### **Pease International Tradeport Drinking Water System:**

- Pease International Tradeport
- The village area of Newington

Annual Water Quality Reports for all these systems are sent to all water customers and posted on the City's website at:

<https://www.cityofportsmouth.com/publicworks/water/drinking-water-quality>



The State of New Hampshire recently became the first state to promulgate enforceable drinking water Maximum Contaminant Level (MCL) standards for four per- and polyfluoroalkyl substances (PFAS); Perfluorohexane sulfonic acid (PFHxS), Perfluorononanoic acid (PFNA), Perfluorooctane sulfonic acid (PFOS), and Perfluorooctanoic acid (PFOA). Prior to the adoption of these standards, the State had been following the EPA’s Health Advisory standard of 70 parts-per-trillion (ppt) for two compounds, PFOS and PFOA.

The New Hampshire standards set the drinking water maximum contaminant level (MCL) for each contaminant as follows:

PFAS Contaminant	MCL parts per trillion (ppt)
PFHxS	18
PFNA	11
PFOS	15
PFOA	12

The entire rule can be accessed at this link;

<https://www.des.nh.gov/organization/commissioner/legal/rulemaking/documents/env-dw7-800amd-adpt-pstd.pdf>

According to information provided to New Hampshire public drinking water systems by the New Hampshire Department of Environmental Services:

1. The rules apply to all community and non-transient/non-community public water systems (NOT transient water systems)
2. Initial PFAS monitoring will start in the 4<sup>th</sup> quarter of 2019 and continue for four ***consecutive*** quarters.
3. Systems should check with their laboratory in advance to make sure that the lab is accredited for all four PFAS compounds or is sub-contracting with a laboratory that is.
4. Initial compliance will be based on the running annual average of all samples taken in a year’s timeframe.

For systems with elevated results, compliance may be calculated and determined prior the completion of the initial monitoring round.

5. After the initial monitoring period is complete, the future sampling frequency will be based off the results.
  - If results are greater than an MCL or your system is treating for a PFAS, you will be required to sample quarterly.
  - For all other results, the future sampling frequency will be as follows;

Average Monitoring Result	Sample Frequency
Greater than 50% of MCL to 100% of MCL	Annually
50% of MCL or less	Once every 3 years

6. Those systems where the future sampling frequency is annually or once every three years, future PFAS monitoring will be scheduled for the quarter that the highest level PFAS was detected.

The regulatory requirements and health advisories for PFAS compounds have evolved considerably since May 2014. When the Haven Well test results were reported to us back then, the only guidance for PFAS compounds were the EPA's Preliminary Health Advisories for PFOA at 0.400 parts-per-billion (400 ppt) and for PFOS at 0.200 parts-per-billion (200 ppt). According to the EPA's information at the time these, "health advisories describe non-regulatory concentrations of drinking water contaminants at or below which adverse health effects are not anticipated to occur over specific exposure durations. They serve as informal technical guidance to assist federal, state and local officials, and water system managers by providing information on the health effects of and methods to sample and treat PFOA and PFOS in drinking water."

In May 2016, the EPA issued Lifetime Health Advisories for PFOA and PFOS and set them at 70 ppt, stating, "when both PFOA and PFOS are found in drinking water, the combined concentrations of PFOA and PFOS should be compared with the 70 parts per trillion health advisory level. This health advisory level offers a margin of protection for all Americans throughout their life from adverse health effects resulting from exposure to PFOA and PFOS in drinking water." Subsequently, New Hampshire adopted EPA's health advisory for PFOA and PFOS as an Ambient Groundwater Quality Standard at 70 parts per trillion (ppt) individually or combined.

The development of New Hampshire's 2019 MCLs were described by the NHDES on their website with the following information:

To establish MCLs for PFOA, PFOS, PFHxS and PFNA, NHDES had to consider the extent to which the contaminants are found in New Hampshire, the ability to detect them in public water systems, the ability to remove the contaminant from drinking water, and the costs and benefits to affected parties that will result from establishing the standard, and then develop a MCL for each compound that is protective of the most sensitive population at all life stages.

Included with the final proposal, NHDES is providing a summary technical report on the development of the drinking water standards (MCLs) including an explanation of the health risk assessment for each compound and information on cost, benefit, occurrence, and ability to detect and treat these chemicals. That summary technical report can be found here:

[www.des.nh.gov/organization/commissioner/legal/rulemaking/index.htm#pdrinking](http://www.des.nh.gov/organization/commissioner/legal/rulemaking/index.htm#pdrinking)

The following table summarizes the advisories and timeline of MCLs for the four New Hampshire regulated compounds:

<b>Regulation/Advisory</b>	<b>Date</b>	<b>PFHxS</b>	<b>PFNA</b>	<b>PFOA</b>	<b>PFOS</b>
EPA Preliminary Health Advisory (2009)	2009			400	200
EPA Lifetime Health Advisory	2015			70*	70*
NH Maximum Contaminant Levels (MCLs)	2019	18	11	12	15

**Notes:**

- All levels are in ppt
- \* EPA’s 2016 Advisory was for 70 ppt combined for PFOA and PFOS
- No advisories or MCLs were previously set for PFHxS or PFNA

**CITY OF PORTSMOUTH REGIONAL WATER SYSTEM RESPONSE**

The City of Portsmouth has proactively been sampling for PFAS compounds ever since the discovery of PFOS above the EPA’s provisional health advisory in the Pease Tradeport Water System’s Haven Well in May 2014. The well was contaminated by the use of fire-fighting foam at the former Pease Air Force Base. That well was shut down and a comprehensive investigation into the source and extent of the contamination was undertaken. A monthly monitoring program of the Pease supply wells was also implemented. This program included monitoring of the City of Portsmouth’s Collins and Portsmouth wells. Sampling at that time included not only the six compounds that the EPA was soon to require large systems to sample, but a total of 23 compounds to provide a better understanding of the extent of the contamination. Maxxam laboratories was chosen to perform this work by the technical response team and we continue to utilize this laboratory for PFAS analysis to provide consistency. Similar to regulatory standards, laboratory methods and detection levels have evolved over time to enable ever lower detection capability. This is why some sources of supply that previously were “non detect” for some PFAS compounds early in the sample process now have low levels of PFAS detections.

The City of Portsmouth’s water supply staff have also been monitoring all of our public water supply sources for PFAS every six months since 2014. Sampling is performed at the source of supply, as required by the regulations, and not at individual customer taps to ensure that all sources comply with regulatory requirements.

The following is a summary of the number of sample events performed for each drinking water source since 2014:

- Bellamy Reservoir – 10 sample events
- Madbury Water Treatment Facility – 8 sample events
- Madbury Wells – 8 sample events
- Greenland Well – 12 sample events
- Portsmouth Well – 64 months of sampling (since May 2014)
- Collins Well – 64 months of sampling (since May 2014)

With the new limits in effect we are now sampling quarterly to obtain the average necessary to prepare for compliance with New Hampshire’s standards. The water samples for the April and July 2019 rounds of sampling were analyzed using the laboratory detection limits required by the NHDES rules.

The following table summarizes the average of these two monitoring results, in Parts-per-Trillion (ppt) for the City of Portsmouth water sources utilizing this laboratory method and reporting limits. The table also includes the Maximum Contaminant Levels (MCLs) as set by New Hampshire on July 18, 2019. **According to this data, all City of Portsmouth’s water supply sources are below these levels and are in compliance with the new rules.**

**Average of Two Sampling Events (April and July 2019)**

PFAS	NH – MCL	Madbury Treatment	Madbury Well 2	Madbury Well 3	Madbury Well 4	Portsmouth Well	Collins Well	Greenland Well
Date	06/28/2019	07/31/19	07/31/19	07/31/19	07/31/19	07/31/19	07/31/19	07/31/19
PFOA	12 ppt	3	2	2	<2	5	3	4
PFOS	15 ppt	<2	<2	<2	<2	3	3	3
PFHxS	18 ppt	<2	<2	<2	<2	5	2	1
PFNA	11 ppt	<2	<2	<2	<2	<2	<2	<2

**Notes:**

ppt = parts-per-trillion

<2 = less than 2 ppt, the reporting limit set by the NHDES rules

The following is the approximate percentage of Portsmouth Water Sources that supply water to the Portsmouth system:

- Bellamy Reservoir/Madbury Treatment – 65%
- Madbury Wells – 10%
- Portsmouth Well – 9%
- Collins Well – 5%
- Greenland Well – 11%

## **PEASE INTERNATIONAL TRADEPORT PFAS RESPONSE**

The two wells that are currently serving the Pease International Tradeport Water System, the Smith and Harrison Wells, have also been monitored for PFAS monthly since 2014. These wells have historically had higher levels of PFAS in them due to their proximity to the Haven Well, which has been offline since May 2014. Due to these levels, and also in anticipation of lower regulatory limits, the City proposed to the Air Force that activated carbon treatment be installed to treat these two wells. The Air Force agreed and a treatment system was installed in September 2016 and has been in service since that time. Sampling of the filters takes place periodically to confirm the treatment performance of this system. Data from those sample events and updates on the Pease water system response are posted on the City's website:

<https://www.cityofportsmouth.com/publicworks/water/pease-tradeport-water-system>

Additionally, we have been working on a study being performed by the Colorado School of Mines and Northeastern University under a grant obtained by Testing for Pease. This study is analyzing additional non-target compounds that may not be detected by current laboratory methods. We do not have any results yet from this ongoing work but will report on the findings when they are made public.

## **ONGOING MONITORING AND WATER TREATMENT UPGRADES**

The United States Air Force has taken responsibility for the contamination at Pease due to the extended use of firefighting foam at the base and at their fire-fighting training center. Beginning in May 2014 they have employed the services of Wood, plc (formerly AMEC) to monitor and track PFAS compounds around the wells. The City water operations staff have been part of a large technical response team that includes the Air Force, the EPA, NHDES and the Pease Development Authority. The City has also employed the services of Weston & Sampson to provide technical support regarding water quality data and treatment options.

The Air Force, through various agreements, has reimbursed the City for the costs we have incurred to address this issue. They funded the installation of the two carbon filter units for the Harrison and Smith wells. They are currently funding the cost of the final treatment system at Pease which will include both resin and carbon filtering technologies to treat the PFAS. Additionally, the Air Force has constructed a separate treatment system at Pease that treats the water in the aquifer through a pump, treat, and reinjection well system. That system has been in service since April 2019.

## REGIONAL AND NATIONAL RESPONSE TO PFAS

The attention to PFAS in drinking water, and other products, has grown considerably since it was first discovered at the Haven Well in May 2014. We were one of the first sites in the nation to have to respond to PFAS contamination caused by fire-fighting foam. Since then, many other prominent sites in New Hampshire and across the nation have discovered the presence of these compounds in their groundwater and drinking water. Other research has revealed PFAS to be present:

- In food, including milk, meat and fish;
- In products, including non-stick cookware, pans and utensils, dental floss, floor and car polishes/waxes, cleaning, rinse and waterproofing agents, carpet and other flooring products;
- In byproducts such as air dust and biosolids;
- In forested areas of Vermont where 68 soil samples, collected from 66 locations, revealed PFOS in all soil samples, some with high frequency;
- In some bottled water, NHDES having performed sampling and finding detectable levels in three brands, one which exceeded the EPA's health advisory limits;
- In private wells on Cape Cod with no known sources of contamination other than septic systems according to a study by the Silent Spring Institute; and
- In other New Hampshire municipal landfills, fire training centers and fire department facilities.

With regard to drinking water in particular:

- An analysis of one-third of the nationwide water systems found that 28 percent of them contained PFAS chemicals at concentrations at or above 5 ppt (Environmental Working Group Article, May 2018, reporting on work of Eurofins Eaton Analytical); and
- Many water systems that originally had samples with "non detections" are now detecting low levels of these compounds with improved/lowered laboratory detection capabilities. Seacoast communities with detections include Hampton and North Hampton (served by Aquarion), Dover, Rochester, Rye, Seabrook and Stratham.

National attention on this issue has prompted the EPA to address the regulation of these compounds by implementing new health advisories in 2016 for PFOA and PFOS, developing draft toxicity assessments for GenX and PFBS, and holding national and regional summits on PFAS throughout the country (including one held last year in Exeter for the New England Region, which the City of Portsmouth and Testing for Pease representatives gave presentations). States, including Vermont, New Jersey, New York, and California have also responded to this issue by developing their own health advisories, differing from the EPA's levels. Many other states are considering their own limits. Some advocates are proposing that all PFAS compounds be assessed together with one regulatory standard. This is a very complex and evolving issue that the American Water Works Association has commented that, "more research is needed to understand the health impacts of other PFAS compounds and whether regulation of PFAS as a group or class would be an effective approach to public health protection."

## SUMMARY

The City of Portsmouth's water operations staff will continue to monitor and address this evolving issue through our ongoing efforts, research, monitoring and system upgrades as necessary. The fact that we were one of the first to address this issue has allowed us the opportunity to explore, pilot and implement treatment technologies and continually allow drinking water to be delivered to our customers that meets the regulatory requirements. We are also fortunate that we have great support from our local and congressional delegations and that the Air Force has been a willing partner in responding to the contamination.

Technologies and regulatory requirements are likely to continue to evolve. As we have done for over five years now, we will continue to do our best to implement necessary and feasible actions to respond and comply with regulatory standards. We will also continue to update the City Council and public through our water system's website updates and other information presented during the quarterly Pease Restoration Advisory Board meetings and conferences.

The following is a summary of our continued focus on PFAS response:

- Sampling of all Portsmouth drinking water sources quarterly for PFAS compounds to assess the 12-month rolling averages for the four New Hampshire regulated compounds.
- Evaluate the need for and type of treatment that may be necessary at any other drinking water sources of supply serving the City's drinking water system.
- Work with the Air Force to monitor PFAS compounds in the water sources in the Pease Haven Well aquifer.
- Work with regulators and waterworks professionals to track and respond to the evolving water quality information, regulations and treatment technologies related to PFAS compounds.
- Provide public information on this and all other water quality parameters in our water systems. Information for both the City of Portsmouth and Pease water systems can be accessed on the City's website at: <https://www.cityofportsmouth.com/publicworks/water>

# CITY OF PORTSMOUTH



## **ROCK STREET NEIGHBORHOOD PARK RENOVATION AND REOPENING**

August 27, 2019

FOR MORE INFORMATION:  
Elise Annunziata 610-7281

On Tuesday evening, Mayor Blalock welcomed dozens of neighborhood residents to a celebration of the renovation and reopening this summer of Rock Street Neighborhood Park.

The City utilized federal Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development as well as Capital Improvement Plan (CIP) funds to make the safety and sustainable living improvements at this park. The renovation project was co-managed by the Community Development and Public Works Departments.

Landscape Architect Terrence Parker from Terra Firma in Portsmouth, along with Alex Ross from Ross Engineering in Portsmouth, completed the design, facilitated two public listening sessions in January 2019 and oversaw construction along with DPW Engineers and City Arborists. Syvinski Excavation, Inc. from Seabrook was awarded the construction contract and from all accounts have done a very good job on this project. Construction was underway in spring 2019 and substantially completed by early July.

Parker's vision, based on the neighborhood input, was "to create a more open, safe and sunny space with a central gathering spot and where the park perimeter is visually reinforced with the existing sitting walls and views into and out of the park are improved."



The park renovation incorporated requests for better lighting, more seating areas, a new basketball hoop and play equipment for our youngest residents (the toddler swing is new, as are the stepping rocks).

Project work included:

- Reconstructed the pathway through the park and increased lighting
- Replaced damaged trees with low plants and size-appropriate trees
- Replaced swing set, adding infant swing, and refreshed playground equipment
- Added rock “climbing/stepping” element and new granite seating walls in the central gathering spot
- Added/replaced fencing where needed and spruced up border edges and entrances
- Repainted basketball court and replaced basketball hoop and backboard
- Installed drinking water fountain
- Relocated the artwork of Peter Happny, Rock Street area resident and local blacksmith to a frame and threshold piece created by Happny and local artist Jane Fithian

Peter Happny, Rock Street area resident and local blacksmith agreed to relocate his original artwork into a newly fabricated frame and have it installed as a threshold piece at the Rock Street entrance. Local artist Jane Fithian collaborated with Mr. Happny on the frame art as well.

Of Happny’s renewed artwork, the Mayor said, “It’s a beautiful addition to the public art space that Portsmouth promotes in many areas of the city.”

Neighborhood resident and parent, Nicole LaPierre commented, “The renovations are so nice that they’ve opened up the park for more sun and visibility, and that the park is a more conducive, welcoming place for children to play.”

Community Development Coordinator, Elise Annunziata noted that a significant portion of the park and playground renovation funding came from the City’s Community Development Block Grant (CDBG). Enacted into law in 1974, CDBG is the principal federal program providing grants to states, cities, and towns to develop local approaches that improve physical, economic and social conditions in their communities.

Annunziata said, “For over 35 years, CDBG funding has helped Portsmouth to make key improvements in program-eligible parks and playgrounds and neighborhoods including Atlantic Heights, which benefitted from hundreds of thousands of dollars over multiple years.”

She continued, “CDBG funds have also been used to make improvements in public buildings such as the future Senior Center planned for the former Paul A. Doble Army Reserve Center on Cottage Street, support public and social services and remove architectural barriers for persons with disabilities.”

More information about the CDBG Program may be found on the City’s Community Development webpage at <https://www.cityofportsmouth.com/community>.

Mayor Blalock concluded, “With the playground and greenery improvements and the repositioning of Peter Happny’s distinguished art work to a visually prominent place within the park, Rock Street Park is revitalized to serve the neighborhood’s current and future needs for safe, passive green space enjoyment and family play activities.”

###