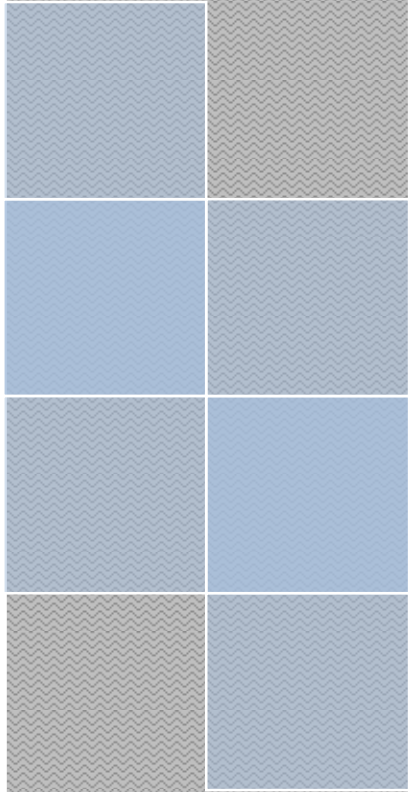




**Regular City Council Meeting
October 7, 2014
COUNCIL CHAMBERS
7:00 PM**

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Opening Prayer**
- 4. Roll Call**
- 5. Acceptance of Minutes**
 - 5.1. [September 2, 2014, Regular City Council Meeting Minutes](#)**
- 6. Communications from the City Manager**
 - 6.1. Employee of the Month Award P. 8**
 - 6.2. City Manager's Report P. 7**
- 7. Communications from the Mayor**
 - 7.1. Proclamation: Manufacturing Day P. 51**
 - 7.2. Appointment: Virginia Rutledge, Historic Documents Preservation Committee P. 53**
 - 7.3. Discussion: Date for the Regular City Council Meeting in November**
- 8. Presentations of Petitions and Council Correspondence**
- 9. Nominations, Appointments, Resignations, and Elections**
 - 9.1. Resignation: Ramona Schoff, Selectman, Ward 5 P. 55**
 - 9.2. Resignation: Louisa Tapley, Supervisor of the Checklist, Ward 5 P. 57**



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9.3. Appointment: Tricia Torr, Supervisor of the Checklist,
Ward 5 P. 59

9.4. Appointment: Louisa Tapley, Selectman, Ward 5 P. 61

10. Reports of Committee

10.1. Appointments Committee P. 65

10.2. Codes and Ordinances Committee P. 67

10.3. Community Development P. 73

10.4. Finance Committee P. 99

10.5. Public Safety Committee P. 105

10.6. Public Works Committee P. 109

11. Old Business

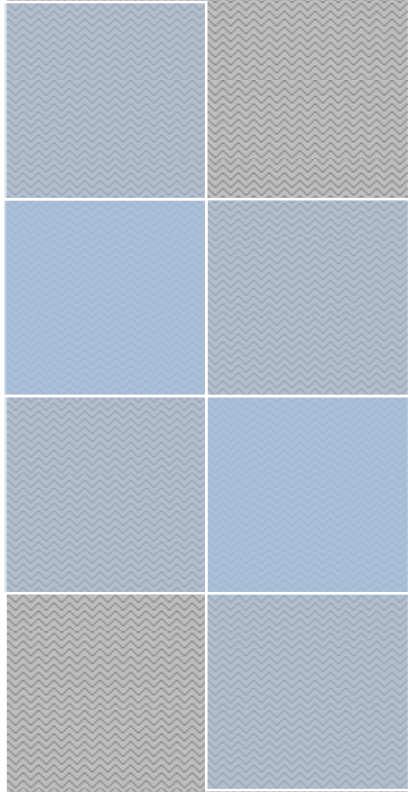
12. New Business

12.1. **AB 34** Amendment to Ordinances Repealing the Provisions of Section 17.4 of the General Ordinances of the City of Rochester, Entitled "Water Service Connection Required" **Second Reading and Adoption P. 113**

12.2. **AB 48** Resolution Authorizing Issuance of Building Permit and/or Access Curb Cut on a Portion of the Classification of the So-Called "Old Blackwater Road" in Accordance with RSA 674:41, I(c) **First Reading and Adoption P. 117**

12.3. **AB 39** Resolution Approving Cost Items Associated with Proposed City of Rochester Multi-Year Collective Bargaining Agreement with The Rochester Administrative Unit [School Administrative Employees] **First Reading, Second Reading, and Adoption P. 123**

12.4. **AB 37** Resolution Approving Cost Items Associated with Proposed City of Rochester Multi-Year Collective Bargaining Agreement with The Rochester Municipal Management Group [Municipal Managers] **First Reading, Second Reading, and Adoption P. 155**



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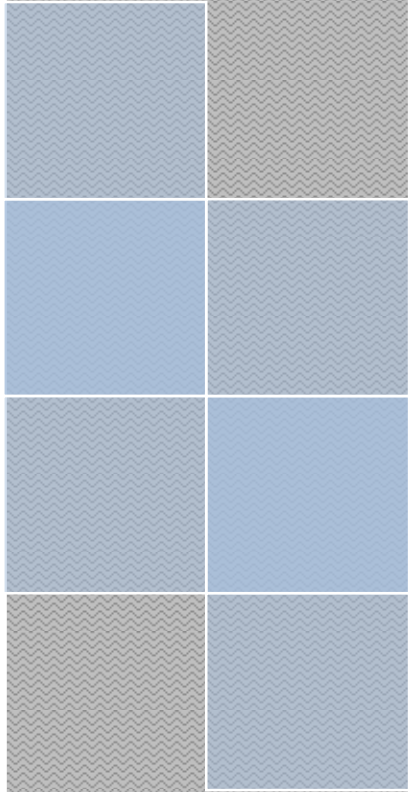
12.5. **AB 51** Resolution Approving Cost Items Associated with Proposed City of Rochester Multi-Year Collective Bargaining Agreement with The Rochester Municipal Management Group [Middle Managers] **First Reading, Second Reading, and Adoption** P. 197

13. Other

14. Non-Meeting

14.1. **AB 49** Non-Meeting: Consultation with Legal Counsel RSA 91-A:2,I,b P. 239

15. Adjournment



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City of Rochester, New Hampshire

OFFICE OF THE CITY MANAGER
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

CITY MANAGER'S REPORT

October 7, 2014

The Employee(s) of the Month are: Timothy Green and Zeke LaPierre of Public Works – Water Treatment Facility.

For your information, please see the enclosed Management Team Meeting minutes:

- August 25, 2014
- September 2, 2014
- September 8, 2014
- September 22, 2014

Contracts and documents executed since last month:

- Educational Reimbursement – Juneau, S
- Environmental Review – Housing Authority
- Environmental Review – Release of Funds – Library rooftop heating/cooling project
- Environmental Review – Release of Funds – Strafford CAP Weatherization Program
- Granite Ridge TIF – Engineering Contract
- GSBP Asset Allocation
- Market Basket / DeMoulas Development Agreement
- Police Dept. grant application - NH Hwy Safety Dept. – Operation Safe Commute
- NH DES/ NH DOT – Pomerleau well letter
- Opera House display request – authorization
- Opera House employee invite – authorization
- Opera House license renewal – City request
- Press release – Green/LaPierre
- Environmental Testing Proposal – Squamanagonic “club house”
- Water Filtration Plant Upgrades – Construction Agreement
- Water Filtration Plant Upgrades – Notice to Proceed
- Water Treatment Plant Upgrade – Notice of Award – Apex Construction

Other items received (for your information):

- HealthTrust reimbursements

The following standard reports have been enclosed:

- Personnel Action Report Summary
- Permission & Permits Issued
- City Council Request & Inquiry Report

To: EOM Committee

From: Ian Rohrbacher

Re: EOM Nomination

Date: 9/9/2014

I would like to nominate Tim Green and Zeke Lapierre for employee of the month.

Tim and Zeke will be presented the NEWWA Operator Meritorious Service Award at the September 22 Annual Meeting to recognize special performance by operators of drinking water utilities.

Their efforts included consistent and outstanding contributions to plant maintenance and operation; implementing numerous changes related to water resource management, treatment, storage water quality, and equipment maintenance; prolonging the useful life of equipment; and the development of process modifications to provide for more effective treatment.

This demonstration of skill, determination, and work ethic continues to contribute toward effective plant and system operation, water quality, and customer satisfaction, and makes a direct and positive impact for the team and City.

Sincerely,

Ian Rohrbacher

Chief Operator

September 15, 2014

Employee Recognition and Achievement Committee.

City of Rochester

I would like to nominate both, **Timothy Green**, lead operator and **Zeke LaPierre**, operator at the Water Treatment Facility for the employee of the month award. Both Timothy and Zeke have been selected as co-recipients of the prestigious American Water Works Association (AWWA) **Operator Meritorious Service Award**! They will be presented this award at the New England Water Works Association (NEWEA) Membership Recognition Awards Ceremony at the Samoset Resort in Rockport, ME on September 22nd. This award recognizes commitment and outstanding service in providing a quality water supply to the public.

Timothy and Zeke have shown outstanding commitment, dedication and ingenuity in the operation and maintenance of Rochester's ever aging Water Treatment Facility. Their efforts have extended the operational service life of the chemical feed system, filtration system and upgrades to the SCADA system so that water quality standards will continue to be met until much needed upgrades can be completed. They have also been instrumental in the startup and operation of the City's new ground water treatment system.

Both Timothy and Zeke exemplify what the Employee of the Month award stands for - their devotion and professionalism has shined a positive light on the City of Rochester both regionally and nationally!!

For their service to community and commitment to excellence I believe that Timothy and Zeke meet and exceed the criteria for this distinguished award!

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "David Green". The signature is fluid and cursive, with the first name "David" being more prominent than the last name "Green".

David Green

Chief Operator Wastewater Treatment Facility.



City of Rochester
 OFFICE OF THE CITY MANAGER
 MANAGEMENT TEAM
 31 Wakefield Street • Rochester, NH 03867
 (603) 332-1167
www.RochesterNH.net

MANAGEMENT TEAM MEETING
August 25, 2014
9:00 A.M.

PRESENT:

Daniel Fitzpatrick, City Manager
 Blaine Cox, Deputy City Manager
 Michael Bezanson, DPW Engineer
 Karen Pollard, Economic Development Mgr
 Jim Grant, Director BZLS
 Jim Campbell, Chief Planner
 Samantha Rodgerson, Executive Asst.

Brian Sylvester, Library Director
 Scott Dumas, Deputy Chief - Police
 Chris Bowlen, Director - RAYS
 Danford Wensley, City Attorney

EXCUSED:

Norm Sanborn, Chief- Fire

MINUTES

City Manager Fitzpatrick called the Management Team meeting to order at 9:00 A.M.

1. Management Team Minutes – August 11, 2014

There was no discussion, minutes were approved by consensus.

2. City Council Inquiry Report

- Items 1 & 2 have been addressed at the public Works Committee meeting and are now closed
- Item # 3 has been completed, issue is closed
- Item # 4 updated, instead of the September meeting, the Trustees of the Trust Fund were invited to the October Finance Committee meeting

3. City Calendar for Week

- Reviewed the upcoming City meetings.

4. Right to Know Requests

- South Main Street – files can be reviewed at various departments.
- Road salt info – Public Works has been working with the requestor.

5. Council Action Items

There was no discussion.

6. Opera House permitting

Director Grant wanted to know if there were any special permitting or required approvals since this will be done in a City building by a tenant. The committee felt that it should go to the Public Works Committee in September as it has to do with a City-owned building.

7. American Legion – permit of assembly request

After brief discussion, it was determined that this request did not require any special approvals and could be handled through the Licensing Board. A letter of approval will be completed to have each member of the board sign off on.

8. 79-E discussion

US Secretary of Interiors Standards for Rehabilitation for 79-E:

- After some discussion, it was determined that the Economic Development department would determine if they were following the standards. Director Pollard has created a form to complete as a project goes through the approval process.

79-E: 8 Covenant to Protect Public Benefit:

- Discussed the need for a covenant to be drawn up for the applicant to sign off on and have recorded. It was determined that this had been done by the Chief Planner in the past and he is to continue this procedure going forward.

9. Projected copier costs

Deputy City Manager Cox encouraged each department to monitor their usage so that they are aware of copy levels.

10. Other

City Manager Fitzpatrick

Opera House – payroll insert request. The Opera House has requested to be allowed to put a flyer in envelopes with employee payroll offering free tickets for employees and a guest to their season opener dance party on September 26th. The team consensus was to allow this. The Opera House will provide the amount of copies necessary.

Letter was received from a neighbor to Mr. Blaisdell. Attorney Wensley advised as to the court process.

Director Sylvester

- Advised that Saturday hours will start back up after Labor Day.
- Advised that they have an interim reference librarian while that employee is out on medical leave.

Engineer Bezanson

- Advised that they have several construction projects in the works; such as the Rt. 125 pump station project.
- Brock Street paving is complete and the line striping will be completed this week.
- City Hall Annex – the report on mortar condition is complete.

Deputy City Manager Cox

- Informed the committee that the new IT person has been hired.
- Advised that the Police Department phone lines were down and did not come back up until early Saturday morning. They will be looking into RFP's to replace the phone vendor.
- Advised that he is finalizing the specs for the Dell Venue tablets and is hopeful to get it out this week.
- Asked where it was left off with the Monarch School. He will follow-up with the Mayor.

Manager Pollard

- Advised that the Community Development Committee would be reviewing another 79-E application on Thursday. She discussed that it is one of the few ways that they have to incentivize private investment – to improve properties.

Chief Planner Campbell

- Advised of some of the items that the Planning Board is working on, such as the sign ordinance and the groundwater/stormwater regulations.
- Advised of some of the projects that will be presented to the Planning Board for approvals, such as:
 - Cumberland Farms redos (Milton Road and Knight Street)
 - Harley-Davidson shop on Crane Drive – storage addition
 - Housing project on Rochester Hill Road

Director Bowlen

- Advised that the summer programs wrapped up on Friday and that they are now gearing up for fall and winter programs.

Deputy Chief Dumas

- Advised that they had an active weekend.
 - Auto thefts
 - 2 unattended deaths (non suspicious)
- Advised that Governor Rick Perry was at the Fairgrounds as part of the pig roast for the Concerned Veterans of NH event
- Advised that three officers graduated on Friday and would be starting shortly
- Advised that the part-time evidence technician started today.

Attorney Wensley

- Provided an update on ongoing cases.

Director Grant

- Advised that they would be having demos of the code software by the two vendors this week.

The Management Team meeting adjourned at 9:58 A.M.

Respectfully submitted,

Samantha Rodgerson
Executive Assistant



City of Rochester
 OFFICE OF THE CITY MANAGER
 MANAGEMENT TEAM
 31 Wakefield Street • Rochester, NH 03867
 (603) 332-1167
www.RochesterNH.net

MANAGEMENT TEAM MEETING
September 2, 2014
9:00 A.M.

PRESENT:

Daniel Fitzpatrick, City Manager
 Brian Sylvester, Library Director
 Peter Nourse, Director DPW
 Karen Pollard, Economic Development Mgr
 Norm Sanborn, Chief- Fire
 Danford Wensley, City Attorney
 Samantha Rodgeron, Executive Asst.
 Michael Allen, Chief - Police

EXCUSED:

Blaine Cox, Deputy City Manager
 Jim Grant, Director BZLS
 Chris Bowlen, Director - RAYS
 Jim Campbell, Chief Planner

MINUTES

City Manager Fitzpatrick called the Management Team meeting to order at 9:02 A.M.

1. Management Team Minutes – August 25, 2014

There was no discussion, minutes were approved by consensus.

2. City Council Inquiry Report

There were no new items for discussion.

3. City Calendar for Week

There was no discussion.

4. Right to Know Requests

There were no new requests. No discussion.

5. Rochester COOP Proposal

Chief Sanborn stated that they are in the process of getting quotes for the Continuity of Operations Plan (COOP) and will look into grants to assist with the cost. It incorporate plans for all major departments.

Chief Sanborn informed all departments that they will need to go through their sections of the Emergency Operations Plan (EOP) and get back to the consultant with changes by September 12th.

6. Other

City Manager Fitzpatrick

- Informed some staff that he wanted to setup meetings with them so they could get moving on some of their department concerns.
- Discussed the EDA Grant project moving forward for the water and sewer expansion on Salmon Falls Road and Milton Road.

Attorney Wensley

- Updated the committee on status of court cases.
- Informed that he will have to give an opinion about making appointments ahead of term expirations at tonight's Council meeting.

Chief Sanborn

- Informed that they provided mutual aid to a fire in Durham on Sunday.

Chief Allen

- Advised that he met with the Rochester Fair Board and worked out a schedule for the Fair.
- Advised he will be meeting with Norm Vetter tomorrow.
- Advised that they will be working on the dispatch candidates as the top 2 washed out.

Director Sylvester

- Advised that the Library is looking into using ZINIO for online access to magazines.

The Management Team meeting adjourned at 9:20 A.M.

Respectfully submitted,

Samantha Rodgerson
Executive Assistant



City of Rochester
OFFICE OF THE CITY MANAGER
MANAGEMENT TEAM
31 Wakefield Street • Rochester, NH 03867
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www.RochesterNH.net

MANAGEMENT TEAM MEETING
September 8, 2014
9:00 A.M.

PRESENT:

Daniel Fitzpatrick, City Manager
Blaine Cox, Deputy City Manager
Michael Bezanson, City Engineer
Danford Wensley, City Attorney
Samantha Rodgeron, Executive Asst.
Jim Grant, Director BZLS
Brian Sylvester, Library Director

Mark Dupuis, Deputy Chief- Fire
Michael Allen, Chief - Police
Chris Bowlen, Director - RAYS

EXCUSED:

Karen Pollard, Economic Development Mgr
Jim Campbell, Chief Planner

MINUTES

City Manager Fitzpatrick called the Management Team meeting to order at 9:05 A.M.

1. Management Team Minutes – September 2, 2014

There was no discussion, minutes were approved by consensus.

2. City Council Inquiry Report

There were no new items for discussion.

3. City Calendar for Week

The City Manager informed the team that he would be attending Leadership New Hampshire on Tuesday and Wednesday. There was no further discussion.

4. Right to Know Requests

Ms. Rodgeron informed the team that she would be finishing up the response for the Rochester Hill Road request and that there were no new requests. No further discussion.

5. Blackwater Road driveway status

Attorney Wensley stated that this request would likely require Council permission and that he will get together the information that will need to be brought to them.

6. Other**City Manager Fitzpatrick**

- Discussed the EDA Grant project moving forward and asked Engineer Bezanson about the shimming done on Salmon Falls Road and how much it cost. Engineer Bezanson said it cost around \$90,000 and that DPW's opinion was that it was well spent as construction would still take some time to get underway.
- Advised that he sent a letter to the State in regards to the Pomerleau concern.

Director Grant

- Informed that the Code Compliance Officer brought the 43A Summer Street case to court. Informed that the judge allowed a 3-month extension for property owner to clear up liens.
- Advised that in anticipation of the Fair, they will work extra details on cleaning up the code issues in the Lafayette Street area.
- Advised that IHOP is in the process of applying for their permits.

Director Bowlen

- Advised that they started the ice system and will be icing this afternoon for a Monday opening.

Chief Allen

- Advised that they are prepping for the Fair.
- Advised that the new officer, Brittany Marvin is starting the Police Academy today.
- Advised that Bridging the Gaps will be hiring for a new Coalition Coordinator, as Graham Griffin is no longer with them.

Deputy City Manager Cox

- Advised that they moved money from investments to cover cash flow needs as they look to issue bonds.
- Advised that they have filed the MS-2 and MS-4 forms and are currently working with Assessor Mullin to file the MS-1. Mentioned that the tax cap did not take into account the PILOT program.

Engineer Bezanson

- Advised that Gretchen Young's last day will be on Friday.
- Advised that construction is continuing and that they are still busy.

The Management Team meeting adjourned at 9:29 A.M.

Respectfully submitted,

Samantha Rodgerson
Executive Assistant



City of Rochester
 OFFICE OF THE CITY MANAGER
 MANAGEMENT TEAM
 31 Wakefield Street • Rochester, NH 03867
 (603) 332-1167
www.RochesterNH.net

MANAGEMENT TEAM MEETING

September 22, 2014

9:00 A.M.

PRESENT:

Daniel Fitzpatrick, City Manager
 Blaine Cox, Deputy City Manager
 Peter Nourse, Director Public Works
 Danford Wensley, City Attorney
 Samantha Rodgerson, Executive Asst.
 Jim Grant, Director BZLS
 Brian Sylvester, Library Director

Norm Sanborn, Chief- Fire
 Michael Allen, Chief - Police
 Chris Bowlen, Director - RAYS
 Karen Pollard, Economic Development Mgr
 Jim Campbell, Chief Planner

EXCUSED:

Dan Wensley, City Attorney

MINUTES

City Manager Fitzpatrick called the Management Team meeting to order at 9:03 A.M.

1. Management Team Minutes – September 8, 2014

There was no discussion, minutes were approved by consensus.

2. City Council Inquiry Report

Item # 1 was moved to the November Finance Committee meeting, item is closed. Item # 4 was completed and it was suggested that a copy of the document be forwarded to the entire Council. Item #5 will be discussed at the next Codes & Ordinances Committee, item is closed.

3. City Calendar for Week

Reviewed upcoming meetings, no further discussion.

4. Right to Know Requests

- Ms. Rodgerson informed that she is completing the South Main Street pump station and Skyhaven expansion information and requested that any information be forwarded to her right away.
- Informed that there was a request for non-public sessions of the City Council and School Board that had discussions on land. Ms. Rodgerson said that she has found some sessions that were unsealed, but many remain sealed. Informed that she advised that any School Board information would need to be requested from them (School Board).

- Received request to know of signage complaints. Informed that this was suggested to be reviewed by the Historic District Commission and didn't originate from a formal complaint.

5. Opera House

- Permit updating – it was suggested that since the Opera House now applies annually for a State Liquor License that the City should receive a copy of that as well as provide their updated insurance binder and a list of all shows that are to have alcohol served so that the police are aware. Ms. Rodgerson will send a letter informing them of this request.
- Display case request – the Opera House is requesting permission to replace the table outside the City Clerk's office with a display case that would also be used as their concession stand. The team did not have any concerns with this. Ms. Rodgerson will send them a letter approving this request.

6. School District info – Agreement & Understanding

- It was brought to the City Manager's attention that the Superintendent was signing his name on behalf of the City of Rochester as well as Superintendent of Schools. Attorney Wensley had previously advised that he has no authority to sign on behalf of the City only authorized with respect as a representative to the School and School Board.

7. Rochester Housing Authority – Habitat for Humanity material donation

- The City Manager's office received a call to see if the City would be able to salvage doors and windows from the house on Washington Street that would be torn down due to the Strafford Square project. Mr. Nourse suggested that the Housing Authority work with the contractor once the project has been bid.

8. NH DES response to well issue

- DES is not able to offer any financial assistance. This letter was forwarded to Mr. Pomerleau. A response from DOT has not yet been received.

9. Department monthly reports

- Informed that the City Clerk has been having a difficult time tracking down the monthly department reports for the Council packets. They will no longer be chasing them down, as it holds up getting the packets being completed in time.

10. Performance Evaluation Training for Supervisors

- Training has been scheduled for October 2, 2014 at the Library. There will be two sessions offered with lunch served in between.

11. Other

City Manager Fitzpatrick

- Informed that he is scheduled for jury duty in November. He is unsure what his schedule will be.

Director Sylvester

- Informed that they had new stairs built and thanked the Public Works Director for his staff's assistance.
- Advised that they are having insect issues again. They have found bed bugs in 2 areas and will be bringing in a dog to search and will be replacing the cushioned chairs with wooden ones.
- Advised that they will be putting out the RFP for the new security system.

Executive Assistant Rodgerson

- Advised that she received a complaint about the message on the board downtown. Chief Allen advised that they had already changed the message and was aware of the image concerns with the previous message.

Director Nourse

- Advised that two junior water treatment operators would be receiving awards at the NE Waterworks Conference in Rockland, ME today.
- Advised that the consultant working on the City Hall annex report would be prepared to make a brief presentation at the October City Council Workshop.

Director Bowlen

- Advised that they held a "Back to Cool" event on Saturday at the Arena to highlight the recent improvements and kickoff the new ice season.

Deputy City Manager Cox

- Advised that Linda was back temporarily to help prepare for the audit.
- Advised that the new auditor was in last week and that we should anticipate the possible creation of new SOP's or PPM's.
- Advised that he has received two quotes on the tablets and was hoping to get one more. Please let him know if your department wishes to get one.

Chief Sanborn

- Advised that there was a fire Wednesday on Susan Lane. There was substantial damage and the home is uninhabitable.
- Advised that the Fair went well and that there were no concerns while covering the motorized events.

Manager Pollard

- Advised that the Community Development Coordinator position was being put back out for advertising.
- Discussed her email last week about the Economic Development Department's restaurant promotion. Advised to make sure to notify them if anyone receives any calls. They have already received two calls about and are tracking all responses.

Chief Allen

- Advised that it was quiet at the Fair and that they had no major issues. They will meet and do an "After Action Report" to identify any problem areas.
- Advised that the new ComLog recorder was installed last week. It records all calls that come in.
- Advised the Records Clerk position deadline is today. They will be reviewing applications.
- Informed that Tracy Hayes will be receiving a Community Builders Award on Saturday.
- Discussed that a group will be doing a walk to end violence and has asked that a representative speak at the event.

Director Grant

- Advised that the Fair was uneventful for his department as well.
- Advised that once he receives a list of the candidates for the Primary, they would start policing the political signs.

Chief Planner Campbell

- Advised of projects approved at last week's Planning Board meeting. Projects included:
 - Harley Davidson Shop
 - Milton Road Cumberland Farms
 - Endorsed downtown approval for the Knight Street Cumberland Farms
- Informed that the Norway Plains Subdivision may be looking for some changes.

City Manager Fitzpatrick discussed the need for good PR, as the recent release about the increased rating and how the paper put a slight negative spin on it.

The Management Team meeting adjourned at 9:55 A.M.

Respectfully submitted,

Samantha Rodgers
Executive Assistant

10/2/14



**City of Rochester
Dept of Public Works**

45 Old Dover Road
Rochester, NH 03867
Phone: (603) 332-4096
Fax: (603) 335-4352

Received
SEP 29 2014
City Manager
ROCHESTER

RECEIVED
SEP 29 2014
FINANCE OFFICE
CITY OF ROCHESTER

Memo

To: Blaine Cox.
Finance Director/Deputy City Manager

From: Lisa J. Clark *LJC*

Date: 9/25/2014

Re: Samantha Juneau – Educational Reimbursement

Attached please find Samantha Juneau's request for her next two courses at Southern New Hampshire University. The City has previously approved two class reimbursements for Samantha and the department is hopeful for approval of the next two. At this time Samantha is asking for one more than the three allowed per contract, per fiscal year. Our department does have funds in our water and sewer O&M budget to cover two thirds (2/3) of this cost, one third is funded from the general fund.

If approvals are completed please send us a copy and forward to Shirley McCrillis for the purchase order to be put in place.

Water Account is 51601057-55600
Sewer Account is 52602057-55600

Cc: Peter Nourse, PE, City Engineer
Samantha Juneau
Human Resources

Blaine Cox
9-26-2014

Date: 8.25.2014
To: Daniel Fitzpatrick
City Manager
From: Elena V. Engle
Community Development Specialist
Re: Environmental Review- Housing Authority
Project # CFP NH36P008501-14

CITY OF
Received
AUG 28 2014
City Manager
ROCHESTER

An Environmental Review was completed for the Housing Authority, Project # CFP NH36P008501-14 and did not require compliance with any of the laws and authorities listed in Section 58.5. The Environmental Review is required in order for the Rochester Housing Authority to obligate the construction line items in their Capital Fund Program annual grant. This grant comes from HUD each year based on congressional appropriation and HUD allocation. HUD used to conduct the environmental reviews but decided that each Housing Authority would be responsible for procuring them, but will not let them do the review as well. They require that either the local "responsible entity" or HUD complete these assessments. In our case the "responsible entity" is the City of Rochester CDBG program, of which you are the Certifying Official. If we did not do the review, we will then have to contract with HUD which will likely put off the funding for months.

Thank you.

Please return to Crystal DeButts in the Planning Dept.

Date: 8.29.14

To: Daniel Fitzpatrick
City Manager

From: Elena V. Engle
Community Development Specialist

Re: Environmental Review Process and Request for Release of Funds
from HUD- Library Rooftop Heating/Cooling Unit



As required by 58.15 of HUD's 24 CFR Part 58 Regulations for the Environmental Review Process, an Environmental Review was completed for the Library Rooftop Heating/Cooling Unit with a determination of "No Significant Impact" on the quality of the human environment.

A combined "*Notice of Intent to Request Release of funds*" and "*Finding of No Significant Impact*" was published in the newspaper on 8.21.14 and after 7 days for public comment, this certification can now be signed by the Certifying Officer and sent to HUD for approval- satisfying the requirements under 58.15 of HUD's 24 CFR Part 58 Regulations for the Environmental Review Process.

If signed after August 29th, please send to Jennifer Murphy Aubin

-Elena Engle

CITY OF
Received
SEP 2 2014
City Manager
ROCHESTER

Date: 8.29.14

To: Daniel Fitzpatrick
City Manager

From: Elena V. Engle
Community Development Specialist

Re: Environmental Review Process and Request for Release of Funds from
HUD- Strafford County Community Action

Under the direction of the assigned Environmental Officer at HUD, a Tiered Environmental Review process is underway for the Community Action- Weatherization Assistance Program. All environmental laws and regulations that could be easily moved to "exempt" status are listed under Tier 1 of the review. Each home can be reviewed individually as part of regular monitoring in the Tier 2 process for any additional environmental laws and regulations that "may" apply and were not considered under Tier 1 (ie; if home was built before 1978, it will be reviewed for compliance with lead paint abatement if required).

At the direction of HUD, a *"Notice of Intent to Request Release of funds"* was published in the newspaper on 8.21.14 and after 7 days for public comment, this certification can now be signed and sent to HUD for approval- satisfying the requirements under 58.15 of HUD's 24 CFR Part 58 Regulations for the Environmental Review Process.

Attached are the Tier 1 Review and the Request for Release of Funds and Certification. Please let me know if you have any questions about this process.

Please return the signed documents to Jennifer Murphy Aubin if after August 29th.

-Elena V. Engle

**City of Rochester
Dept of Public Works**

45 Old Dover Road
Rochester, NH 03867
Phone: (603) 332-4096
Fax: (603) 335-4352

Memo

To: Blaine Cox.
Finance Director/Deputy City Manager

From: Lisa J. Clark *LJC*

Date: 9/15/2014

Re: Granite Ridge TIF Project
Engineering Services Contract

CITY OF
Received
SEP 16 2014
City Manager
ROCHESTER

Enclosed please find Tighe & Bond Task Order #4 in regards to the Granite Ridge TIF District project. Tighe and Bond was selected for this project per RFQ14-35. This contract is for the public infrastructure work associated with Route 11 and the loop/frontage road and will be part of the five million dollar appropriation for this project area.

Account # 61083010-771000-15553 has been set up for this project.

If you have any questions please let me know, if not, please sign where indicated and return documents to the DPW for distribution.

Cc: Peter Nourse, PE, DPW Director

Blaine Cox
9/16/2014



**City of Rochester
Dept of Public Works**

45 Old Dover Road
Rochester, NH 03867
Phone: (603) 332-4096
Fax: (603) 335-4352

Memo

CITY OF
Received
SEP 2 2014
City Manager
ROCHESTER

To: Blaine Cox.
Finance Director/Deputy City Manager

From: Lisa J. Clark *LJC*

Date: 8/28/2014

Re: GSBP

Enclosed please find the task order for the GSBP Asset allocations.
The funds for this work
This is for the work associated with the allocation of assets as requested by the
Deputy Finance Director.

The funding is from the GSBP Account #60963010-771-12544

If you have any questions please let me know, if not, please sign and pass on to the
City Manager for signatures. This documents should be returned to the DPW for
distribution.

Signature *Blaine Cox* 8-29-2014
(Blaine Cox, Finance Director / Deputy City Manager)

Cc: Peter Nourse, PE, City Engineer

September 2, 2014

BY REGULAR MAIL

Ms. Karen Pollard, Economic Development Manager
City of Rochester
31 Wakefield Street
Rochester, NH 03867

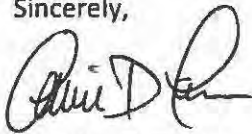
RE: Executed Development Agreement

CITY OF
Received
SEP 5 2014
City Manager
ROCHESTER

Dear Karen:

As discussed, attached is the original Development Agreement, as signed by DSM CEO James Gooch. Please arrange for signature by the City Manager and City Attorney, and return a fully-executed copy to my attention. Thank you.

Sincerely,



Carmine D. Tomas

cc (w/enc.): John Matthews

rmd

10/2/14



ROCHESTER POLICE DEPARTMENT

23 WAKEFIELD STREET
ROCHESTER NH, 03867-1933

BUSINESS (603) 330-7127
FAX (603) 330-7159
www.rochesterpd.org

"Dedication, Pride, Integrity"

POLICE COMMISSION

LUCIEN G. LEVESQUE
Chairman
BRUCE E. LINDSAY
Vice Chairman
DEREK J. PETERS
Commissioner

MICHAEL J. ALLEN
Chief of Police

September 18, 2014



TO: Daniel Fitzpatrick
City Manager

FROM: Michael J. Allen
Chief of Police

RE: Highway Safety Grant Application

CITY OF
Received
SEP 18 2014
City Manager
ROCHESTER

Dear Mr. Fitzpatrick:

Attached is a grant application from NH Highway Safety for "Operation Safe Commute" Patrols. This is an aggressive statewide campaign that is conducted during the morning and afternoon commute hours, with a goal to reduce the number of crashes caused by distracted driving.

We have participated in this grant in the past. I am asking for your signature on the application which will then proceed for final approval to the grant committee at the State. We cannot expend any funds until we have been approved by the grant committee, as well as having the funds accepted by the City Council.

Please let me know if you have further questions.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Michael J. Allen".

Michael J. Allen
Chief of Police

cc: Rochester Police Commission



City of Rochester, New Hampshire

CITY MANAGER

31 Wakefield Street • Rochester, NH 03867

(603) 332-1167

www.RochesterNH.net

September 3, 2014

Commissioner Christopher Clement
New Hampshire Department of Transportation
John O. Morton Building
PO Box 483
Concord, NH 03302-0483

Dear Commissioner Clement,

I write to you on behalf of one of our citizens, Gary Pomerleau of 6 Old Tebbetts Road. Recently Mr. Pomerleau had an event at the dug well he uses for drinking water whereby the chloride levels exceeded the MCL by over five times. Mr. Pomerleau contacted the Department of Transportation, Well Replacement Program, to inquire if the cause may have been from road salting on the Spaulding Turnpike. DOT funded a water quality test, but indicated that their program is unable to assist due to the distance of the turnpike from the location of the well. Mr. Pomerleau also approached the City to inquire if the elevated chlorides may have come from City road salting operations. We have not yet reached any conclusion that the elevated chloride levels may be due to City road salting operations.

Mr. Pomerleau has since installed two artesian wells on his property at 6 Old Tebbetts Road and his father's property at 2 Old Tebbetts Road as the dug well provided water for both residences. This issue has come before our City Council. The City does not have a mechanism to provide any sort of relief to Mr. Pomerleau for expenses for the new wells, but is concerned and desires that I reach out to you directly to request your assistance with this matter. Attached are water quality test results.

I look forward to your response. Thank you for your consideration.

Sincerely,

Daniel Fitzpatrick
City Manager

Enclosed: Test Results, Pomerleau Dug Well, 23 June 2014



City of Rochester, New Hampshire
OFFICE OF THE CITY MANAGER
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

September 29, 2014

Rochester Opera House
Anthony Ejarque, Executive Director
City Hall
31 Wakefield Street
Rochester, NH 03867

Dear Anthony,

Thank you for your recent request seeking permission to replace the small table outside the City Clerk's office in the front lobby of City Hall with a new 6'x2' display case.

This request has been discussed with the Management Team and has been unanimously approved on the condition that access to the defibrillator is not impeded in anyway.

If you should have any questions, please don't hesitate to contact my office.

Sincerely,

Daniel W. Fitzpatrick
City Manager

Cc: Mayor & City Council



City of Rochester, New Hampshire

OFFICE OF THE CITY MANAGER
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

10/2/14

August 25, 2014

Rochester Opera House
Susan Page, Managing Director & Publicist
City Hall
31 Wakefield Street
Rochester, NH 03867

Dear Susan,

Thank you for your recent request seeking permission to enclose the invitation for your Season Opener Dance Party in employees' payroll envelopes. This request has been discussed with the Management Team and has been unanimously approved.

You will need to submit 250 copies of the invitation to Samantha Rodgerson by Friday, September 5, 2014. Please let us know if there is anything else the City can be of assistance with.

Sincerely,

Daniel W. Fitzpatrick
City Manager

Cc: Mayor & City Council



City of Rochester, New Hampshire
OFFICE OF THE CITY MANAGER
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

September 29, 2014

Rochester Opera House
Anthony Ejarque, Executive Director
City Hall
31 Wakefield Street
Rochester, NH 03867

Dear Anthony,

We are writing to ask for your assistance. As you will remember, in 2011 the City authorized the Rochester Opera House to apply annually to the State for a liquor license. At that time, you had provided a copy of the shows in which alcohol would be served; this was a great resource for the police department to have so that they can plan their shifts accordingly.

We would like to ask that you please provide us annually with a copy of the liquor license received from the State as well as the list of shows at which alcohol is to be served. Please forward a copy of these items to the City Manager's office by the start of each season so that we may keep our files up to date.

We wish you another successful season, if you should have any questions, please feel free to contact me.

Sincerely,

Daniel W. Fitzpatrick
City Manager

Cc: Mayor & City Council



City of Rochester, New Hampshire

OFFICE OF THE CITY MANAGER
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167

www.RochesterNH.net

For Immediate Release
September 25, 2014

Contact: Samantha Rodgerson
(603) 332-1167
Samantha.rodgerson@rochesternh.net

News Release

City Employees Recognized

Water Treatment Operators cited for improvements and upgrading drinking water processes.

ROCHESTER, NH – Tim Green, Lead Operator and Zeke Lapierre, Operator, City of Rochester Water Treatment Facility were awarded the 2013-2014 [NEWWA](#) Operator Meritorious Service Award. The award recognizes special performance by operators of drinking water utilities. The Award was presented September 22nd at the opening session of the New England Water Works Association Annual conference in Rockport, Maine with an audience of Association members and industry and government dignitaries.

The achievements for which they were recognized included:

- Continuous compliance with public health standards in finished water;
- Consistent and outstanding contribution to plant maintenance;
- Their development of new and/or modified equipment or significant process modifications to provide for a more efficient/effective treatment;
- Their special efforts in the training of treatment plant operators;
- Their special acts not directly related to water treatment but that demonstrate dedication to the public beyond normal operating responsibilities;
- Their consistent and outstanding contribution to operation and/or maintenance of distribution lines, pump stations, and reservoirs.

Specifically, over the past eighteen months Tim and Zeke have implemented numerous changes related to water resource management including modified reservoir management strategies to lower Total Organic Carbon concentrations; cleaned and sanitized the deep bed carbon filter; carried out more aggressive flushing procedures which contributed to lower Total Trihalomethanes in the distribution system and improved stored water quality; and converted the bicarbonate silo feed system for improved pH and alkalinity control of the finished water.

Director of Public Works, Peter C. Nourse PE praised the two, “The enthusiasm and dedication of these two young operators is extremely refreshing.” City Manager Daniel W. Fitzpatrick, ICMA-CM remarked, “this recognition is a sign that the city’s renewed commitment to drinking water improvements have been bringing results”.

For more information please contact:

Peter C. Nourse PE
Director, Department of Public Works
Rochester, New Hampshire
45 Old Dover Road, 03867
(603) 332-4096



*Photo attached:
City Manager Fitzpatrick presenting
Mr. Lapierre and Green with the
“Dan Fitz thinks I’m OK” pen.*

###



ROCHESTER RECREATION & ARENA

LETTER OF TRANSMITTAL

CITY OF
Received
SEP 29 2014
City Manager
ROCHESTER

TO: Dan Fitzpatrick, City Manager

FROM: Chris Bowlen, Director

DATE: September 29, 2014

I am sending you: X Attached Under Separate Cover

The following items: Proposal for Environmental Testing Services

These are transmitted as checked below:

<u> X </u>	For Approval	<u> </u>	For Your Use/Information
<u> </u>	As Requested	<u> </u>	For Review & Reply
<u> </u>	Approved as Submitted	<u> </u>	Approved as Noted
<u> </u>	Returned for Corrections		
<u> </u>	Re-submit <u> </u> Copies for approval		
<u> </u>	Submit <u> </u> Copies for distribution		

SUPPLEMENTAL INFORMATION:

Please find attached a proposal acceptance for RPF Environmental Testing and Consulting Services to perform pre-demolition inspection services for asbestos residing in the "clubhouse" on the property known as Squamanagonic. Kindly sign page 3 where indicated and return to us.

As you know, this property is highly used by the public and this building is in very poor condition with a collapsing chimney and several torn out sections of wall.

These inspection services will then allow us to make a decision on when the building can be demolished.

The expected amount is not to exceed \$675.00 total depending on number of samples required.



City of Rochester, New Hampshire

Department of Recreation, Arena

Recreation & Youth Services: 150 Wakefield Street, Suite #1, Rochester, NH 03867 • 603-332-4120

Arena: 63A Lowell Street, Rochester, NH 03867 • 603-335-6749

Fax: 603-335-7573 • www.rochesterrec.com

10/2/14



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096

Fax (603) 335-4352

www.rochesternh.net

CITY OF
Rochester
Received
SEP 17 2014
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Daniel Fitzpatrick, City Manager
FROM: Michael S. Bezanson, PE, City Engineer *MB*
DATE: September 11, 2014
SUBJECT: Water Filtration Plant Upgrades - Construction Agreement
CC:

Attached please find four (4) copies of the agreement between Apex Construction, Inc. and the City of Rochester for the construction of the Water Filtration Plant Upgrades project, along with copies of bonds and insurance certificates. This project was publicly bid and awarded to Apex Construction, Inc. on August 25, 2014.

Please sign all four (4) copies of the agreement and return the entire package to me. Please call me with any questions. Thank you.

10/2/14



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096

Fax (603) 335-4352

www.rochesternh.net

CITY OF
Received
SEP 17 2014
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Blaine Cox, Deputy City Manager
FROM: Michael S. Bezanson, PE, City Engineer *MBS*
DATE: September 16, 2014
SUBJECT: Water Filtration Plant Upgrades - Notice To Proceed
CC:

Attached please find the Notice To Proceed to Apex Construction, Inc. for the construction of the Water Filtration Plant Upgrades project. The agreement between the City and Apex Construction was signed on September 11, 2014.

Please sign the Notice To Proceed and return to me. Please call me with any questions.

Thank you.



City of Rochester Dept of Public Works

45 Old Dover Road
Rochester, NH 03867
Phone: (603) 332-4096
Fax: (603) 335-4352

CITY OF
ROCHESTER
Received
SEP 2 2014
City Manager

Memo

To: Blaine Cox.
Finance Director/Deputy City Manager

From: Lisa J. Clark

Date: 8/29/2014

Re: WTP Upgrade Project Notice of award
Apex Construction \$1,739,400.00

Enclosed please find the Notice of Award to Apex Construction for the WTP Upgrade Project.

This project is NH SRF funded for 1.82 million dollars and was budgeted as part of the FY2014 CIP Budgeting Process. A supplemental Appropriation in the amount of two hundred and fifty thousand dollars (250K) was competed 8/6/2014.

This award is contingent on the State of NH General Council funding meeting to be held 9/3/14.

Account #55016010-772000-14527

If you have any questions please let me know, if not, please sign and pass on to the City Manager for signatures. This documents should be returned to the DPW for distribution.

Signature Blaine Cox for 9/2/14
(Blaine Cox, Finance Director / Deputy City Manager)

Cc: Peter Nourse, PE, City Engineer

City Mgr's Response



Finance - origⁿ
10/2/14

CITY OF
Received
SEP 3 2014
City Manager
ROCHESTER

September 2, 2014

Mr. Daniel Fitzpatrick
City Manager
City of Rochester
31 Wakefield Street
Rochester, NH 03867

Dear Mr. Fitzpatrick:

As outlined in our previous letters, HealthTrust, Inc. is issuing checks to distribute CY2012 and supplemental CY2011 medical/dental surplus to HealthTrust Member Groups, unless Member Groups specifically requested the return as a *Contribution Holiday* on their September invoice. The total of your calculated return, via two separate checks by year if eligible for both returns, is enclosed.

It is important to note that in order to be eligible for a specific return of surplus, Member Groups had to have been enrolled in the specific coverage for which surplus is being returned as of December 2012 and must continuously participate in that coverage until the date of distribution.

If you have any questions regarding the distribution, please do not hesitate to contact your Benefits Advisor.


Sincerely,

A handwritten signature in cursive script that reads "Wendy Lee Parker".

Wendy Lee Parker
Pool Administrator - Contracted

Enclosure

Health Trust, Inc.
P.O. BOX 617
CONCORD, NEW HAMPSHIRE 03302-0617

 Citizens Bank
MANCHESTER, NH
54-153/114

10/2/14 449520

DATE

09/02/2014

AMOUNT

\$118,071.62

PAY One Hundred Eighteen Thousand Seventy One Dollars and 62 Cents

TO THE CITY OF ROCHESTER
ORDER 31 WAKEFIELD STREET
OF ROCHESTER NH 03867

VOID AFTER 90 DAYS


AUTHORIZED SIGNATURE

Please keep this portion for your records

HealthTrust, Inc.

HT0238 CITY OF ROCHESTER

000051878

Check Number: 449520

023801000-912	09/02/2014	2012 Julv Dental	\$638.44
023803000-913	09/02/2014	2012 Julv Dental	\$975.22
023804000-914	09/02/2014	2012 Julv Dental	\$513.48
023805000-915	09/02/2014	2012 Julv Dental	\$1,259.99
023806000-916	09/02/2014	2012 Julv Dental	\$73.72
023807000-917	09/02/2014	2012 Julv Dental	\$1,019.12
023808000-918	09/02/2014	2012 Julv Dental	\$210.30
023809000-919	09/02/2014	2012 Julv Dental	\$309.82
023811000-920	09/02/2014	2012 Julv Dental	\$596.46
023812000-921	09/02/2014	2012 Julv Dental	\$310.96
023890000-922	09/02/2014	2012 Julv Dental	\$647.50
023891000-923	09/02/2014	2012 Julv Dental	\$56.33

HealthTrust Return of 2012 Surplus

Check Amount: \$118,071.62

*** CONTINUED ON REMITTANCE ***

Security Features Included. Details on Back.

Vendor ID	Vendor Name	Check Name	Payment Number	Check Date	Check Number		
HT0238	CITY OF ROCHESTER	CITY OF ROCHESTER	000051878	09/02/2014	449520		
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
90047314	023801000-912	09/02/2014	\$638.44	\$638.44	\$0.00	\$0.00	\$638.44
90047315	023803000-913	09/02/2014	\$975.22	\$975.22	\$0.00	\$0.00	\$975.22
90047316	023804000-914	09/02/2014	\$513.48	\$513.48	\$0.00	\$0.00	\$513.48
90047317	023805000-915	09/02/2014	\$1,259.99	\$1,259.99	\$0.00	\$0.00	\$1,259.99
90047318	023806000-916	09/02/2014	\$73.72	\$73.72	\$0.00	\$0.00	\$73.72
90047319	023807000-917	09/02/2014	\$1,019.12	\$1,019.12	\$0.00	\$0.00	\$1,019.12
90047320	023808000-918	09/02/2014	\$210.30	\$210.30	\$0.00	\$0.00	\$210.30
90047321	023809000-919	09/02/2014	\$309.82	\$309.82	\$0.00	\$0.00	\$309.82
90047322	023811000-920	09/02/2014	\$598.46	\$598.46	\$0.00	\$0.00	\$598.46
90047323	023812000-921	09/02/2014	\$310.96	\$310.96	\$0.00	\$0.00	\$310.96
90047324	023890000-922	09/02/2014	\$647.50	\$647.50	\$0.00	\$0.00	\$647.50
90047325	023891000-923	09/02/2014	\$56.33	\$56.33	\$0.00	\$0.00	\$56.33
90047732	023801000-1330	09/02/2014	\$322.55	\$322.55	\$0.00	\$0.00	\$322.55
90047733	023803000-1331	09/02/2014	\$9,803.58	\$9,803.58	\$0.00	\$0.00	\$9,803.58
90047734	023804000-1332	09/02/2014	\$9,064.09	\$9,064.09	\$0.00	\$0.00	\$9,064.09
90047735	023805000-1333	09/02/2014	\$22,958.02	\$22,958.02	\$0.00	\$0.00	\$22,958.02
90047736	023806000-1334	09/02/2014	\$1,289.73	\$1,289.73	\$0.00	\$0.00	\$1,289.73
90047737	023807000-1335	09/02/2014	\$20,861.37	\$20,861.37	\$0.00	\$0.00	\$20,861.37
90047738	023808000-1336	09/02/2014	\$3,238.28	\$3,238.28	\$0.00	\$0.00	\$3,238.28
90047739	023809000-1337	09/02/2014	\$4,976.27	\$4,976.27	\$0.00	\$0.00	\$4,976.27
90047740	023811000-1338	09/02/2014	\$13,027.07	\$13,027.07	\$0.00	\$0.00	\$13,027.07
90047741	023812000-1339	09/02/2014	\$8,162.46	\$8,162.46	\$0.00	\$0.00	\$8,162.46
90047742	023890000-1340	09/02/2014	\$16,219.15	\$16,219.15	\$0.00	\$0.00	\$16,219.15
90047743	023891000-1341	09/02/2014	\$1,537.71	\$1,537.71	\$0.00	\$0.00	\$1,537.71
			\$118,071.62	\$118,071.62	\$0.00	\$0.00	\$118,071.62

Health Trust, Inc.
P.O. BOX 617
CONCORD, NEW HAMPSHIRE 03302-0617

 Citizens Bank
MANCHESTER, NH
54-153/114

10/2/14 449367

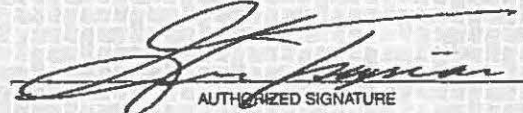
DATE
09/02/2014

AMOUNT
\$7,596.84

PAY Seven Thousand Five Hundred Ninety Six Dollars and 84 Cents

TO THE CITY OF ROCHESTER
ORDER 31 WAKEFIELD STREET
OF ROCHESTER NH 03867

VOID AFTER 90 DAYS


AUTHORIZED SIGNATURE

Security Features included. Details on Back.

Please keep this portion for your records

HealthTrust, Inc.

HT0238	CITY OF ROCHESTER	000051725	Check Number:	449367
023801000-812	09/02/2014	2011 Supplemental Dental		\$1,087.01
023803000-813	09/02/2014	2011 Supplemental Dental		\$214.54
023804000-814	09/02/2014	2011 Supplemental Dental		\$40.84
023805000-815	09/02/2014	2011 Supplemental Dental		\$110.97
023806000-816	09/02/2014	2011 Supplemental Dental		\$6.45
023890000-817	09/02/2014	2011 Supplemental Dental		\$192.76
023891000-818	09/02/2014	2011 Supplemental Dental		\$10.67
023804000-1212	09/02/2014	2011 Supplemental Medical		\$1,141.07
023805000-1213	09/02/2014	2011 Supplemental Medical		\$2,935.00
023806000-1214	09/02/2014	2011 Supplemental Medical		\$161.36
023890000-1215	09/02/2014	2011 Supplemental Medical		\$1,696.17

HealthTrust Return of 2011 Supplemental Surplus

Check Amount: \$7,596.84



original to
10/2/14
nce -SR

September 25, 2014

CITY OF
Received
SEP 30 2014
City Manager
ROCHESTER

Mr. Daniel Fitzpatrick
City Manager
City of Rochester
31 Wakefield Street
Rochester, NH 03867

Dear Mr. Fitzpatrick:

Enclosed please find a check representing your Member Group's share of the \$17.1 million recovered by HealthTrust as a result of the BSR regulatory proceeding. As indicated in our September 4 letter to you, the distribution would be via check, unless a *Contribution Holiday* credit was requested, in writing, by September 18.

To be eligible for this return, Member Groups must have been enrolled in the specific coverage for which the return is being made as of the date the HealthTrust Board of Directors declared the return (June 3, 2014) and continuously participating in that coverage until the date of distribution.

If you have any questions regarding the distribution, please do not hesitate to contact your HealthTrust Benefits Advisor.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Bragdon".

Peter Bragdon
Executive Director

Enclosure

Health Trust, Inc.
P.O. BOX 617
CONCORD, NEW HAMPSHIRE 03302-0617

 Citizens Bank
MANCHESTER, NH
54-153/114

10/2/14 450251

DATE

09/25/2014

AMOUNT

\$179,446.04

PAY One Hundred Seventy Nine Thousand Four Hundred Forty Six Dollars and 04 Cents

TO THE CITY OF ROCHESTER
ORDER 31 WAKEFIELD STREET
OF ROCHESTER NH 03879

VOID AFTER 90 DAYS


AUTHORIZED SIGNATURE

Please keep this portion for your records

HealthTrust, Inc.

HT0238 CITY OF ROCHESTER

000052695

Check Number: 450251

023801000-2298	09/23/2014	17.1M Return - Julv Dental	\$137.48
023803000-2299	09/23/2014	17.1M Return - Julv Dental	\$1,346.85
023804000-2300	09/23/2014	17.1M Return - Julv Dental	\$455.56
023805000-2301	09/23/2014	17.1M Return - Julv Dental	\$1,402.87
023806000-2302	09/23/2014	17.1M Return - Julv Dental	\$299.67
023807000-2303	09/23/2014	17.1M Return - Julv Dental	\$1,611.31
023808000-2304	09/23/2014	17.1M Return - Julv Dental	\$344.55
023809000-2305	09/23/2014	17.1M Return - Julv Dental	\$427.50
023811000-2306	09/23/2014	17.1M Return - Julv Dental	\$979.30
023812000-2307	09/23/2014	17.1M Return - Julv Dental	\$530.46
023890000-2308	09/23/2014	17.1M Return - Julv Dental	\$777.03
023891000-2309	09/23/2014	17.1M Return - Julv Dental	\$64.82

HealthTrust Return of \$17.1 million

Check Amount: \$179,446.04

* * * CONTINUED ON REMITTANCE

Details on Back.
Security Features Included.

Vendor ID	Vendor Name	Check Name	Payment Number	Check Date	Check Number		
HT0238	CITY OF ROCHESTER	CITY OF ROCHESTER	000052695	09/25/2014	450251		
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
90049183	023801000-2298	09/23/2014	\$137.48	\$137.48	\$0.00	\$0.00	\$137.48
90049184	023803000-2299	09/23/2014	\$1,346.85	\$1,346.85	\$0.00	\$0.00	\$1,346.85
90049185	023804000-2300	09/23/2014	\$455.56	\$455.56	\$0.00	\$0.00	\$455.56
90049186	023805000-2301	09/23/2014	\$1,402.87	\$1,402.87	\$0.00	\$0.00	\$1,402.87
90049187	023806000-2302	09/23/2014	\$299.67	\$299.67	\$0.00	\$0.00	\$299.67
90049188	023807000-2303	09/23/2014	\$1,611.31	\$1,611.31	\$0.00	\$0.00	\$1,611.31
90049189	023808000-2304	09/23/2014	\$344.55	\$344.55	\$0.00	\$0.00	\$344.55
90049190	023809000-2305	09/23/2014	\$427.50	\$427.50	\$0.00	\$0.00	\$427.50
90049191	023811000-2306	09/23/2014	\$979.30	\$979.30	\$0.00	\$0.00	\$979.30
90049192	023812000-2307	09/23/2014	\$530.46	\$530.46	\$0.00	\$0.00	\$530.46
90049193	023890000-2308	09/23/2014	\$777.03	\$777.03	\$0.00	\$0.00	\$777.03
90049194	023891000-2309	09/23/2014	\$64.82	\$64.82	\$0.00	\$0.00	\$64.82
90049592	023801000-2707	09/23/2014	\$2,102.54	\$2,102.54	\$0.00	\$0.00	\$2,102.54
90049593	023803000-2708	09/23/2014	\$25,246.61	\$25,246.61	\$0.00	\$0.00	\$25,246.61
90049594	023804000-2709	09/23/2014	\$9,650.71	\$9,650.71	\$0.00	\$0.00	\$9,650.71
90049595	023805000-2710	09/23/2014	\$29,332.15	\$29,332.15	\$0.00	\$0.00	\$29,332.15
90049596	023806000-2711	09/23/2014	\$4,423.10	\$4,423.10	\$0.00	\$0.00	\$4,423.10
90049597	023807000-2712	09/23/2014	\$29,359.29	\$29,359.29	\$0.00	\$0.00	\$29,359.29
90049598	023808000-2713	09/23/2014	\$5,525.00	\$5,525.00	\$0.00	\$0.00	\$5,525.00
90049599	023809000-2714	09/23/2014	\$7,630.41	\$7,630.41	\$0.00	\$0.00	\$7,630.41
90049600	023811000-2715	09/23/2014	\$19,919.83	\$19,919.83	\$0.00	\$0.00	\$19,919.83
90049601	023812000-2716	09/23/2014	\$12,400.63	\$12,400.63	\$0.00	\$0.00	\$12,400.63
90049602	023890000-2717	09/23/2014	\$21,587.57	\$21,587.57	\$0.00	\$0.00	\$21,587.57
90049603	023891000-2718	09/23/2014	\$3,890.80	\$3,890.80	\$0.00	\$0.00	\$3,890.80
			\$179,446.04	\$179,446.04	\$0.00	\$0.00	\$179,446.04

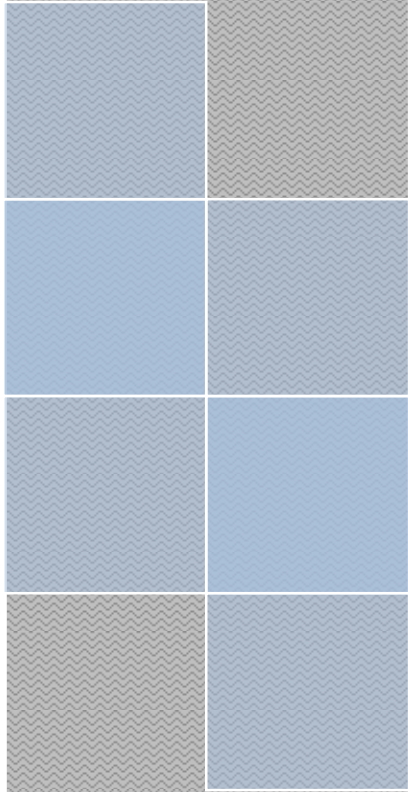
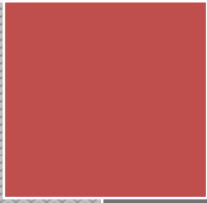
HealthTrust Return of \$17.1 million

PERSONNEL ACTIONS.xls

DATE	DEPARTMENT	PERMISSION PERMITS	MISCELLANEOUS
9/3/2014	City Manager's Office	BANNER	Monarch School - bike ride
9/17/2014	City Manager's Office	BANNER	Arts Rochester
9/5/2014	City Manager's Office	EVENT	First Church Congregational - vigil
9/8/2014	City Manager's Office	EVENT	Nickerson - birthday party
9/22/2014	City Manager's Office	EVENT	SHS - bonfire
9/23/2014	City Manager's Office	EVENT	Interfaith Council - CROP walk
9/25/2014	City Manager's Office	EVENT	Homemakers - Health Fair & Raffle
9/29/2014	City Manager's Office	EVENT	American Legion Post 7 - Craft Fair
9/2/2014	City Manager's Office	TAGGING	Spaulding Boys Soccer
9/5/2014	City Manager's Office	TAGGING	Spaulding Cheerleading
9/5/2014	City Manager's Office	TAGGING	Nute Volleyball
9/8/2014	City Manager's Office	TAGGING	Youth Hockey Boosters
9/16/2014	City Manager's Office	TAGGING	FCCLA

Council Inquiry report 20140929

NUMBER	COUNCIL MEMBER	FORUM	REQUEST/INQUIRY	ACTION
1	Committee	7/8/2014 Finance Committee	would like more information about the Trustees of the Trust Fund	have been invited to November Finance Committee meeting. Item closed
2	Lauterborn	8/7/2014 Codes & Ordinances	Why is the off-premise sign ordinance not enforced.	Discussed at September 4 meeting. Item closed.
3	Varney	8/7/2014 Codes & Ordinances	Home occupation information, permits, fees and what other com	Discussed at September 4 meeting. Item closed.
4	Varney	9/2/2014 City Council	Requested a list relative to the Engineering Consultant Master Service Agreements	Public Works to forward to full Council. Item closed.
5	Lachapelle	9/4/2014 Codes & Ordinances	legal opinion on preventing panhandling at Rochester Common based on proposed ordinance	to be discussed at next Codes & Ordinances Committee. Item closed.



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P R O C L A M A T I O N

WHEREAS, Manufacturing Day was created in 2011 to raise awareness of the important role manufacturing plays in both our local communities and our nation; and

WHEREAS, Manufacturing Day improves public perception about manufacturing by giving manufacturers the opportunity to open their doors to illustrate what today's manufacturing really is; and

WHEREAS, manufacturing is now about advanced technologies, work is done in pristine, state-of-the-art work facilities that consistently reach into new technology and the development of innovative products; and

WHEREAS, manufacturing makes a very significant contribution to the national, state, and local economy; and

WHEREAS, Rochester is a significant contributor to the manufacturing industry in our region and is fortunate to be home to many world-class diverse manufacturing companies; and

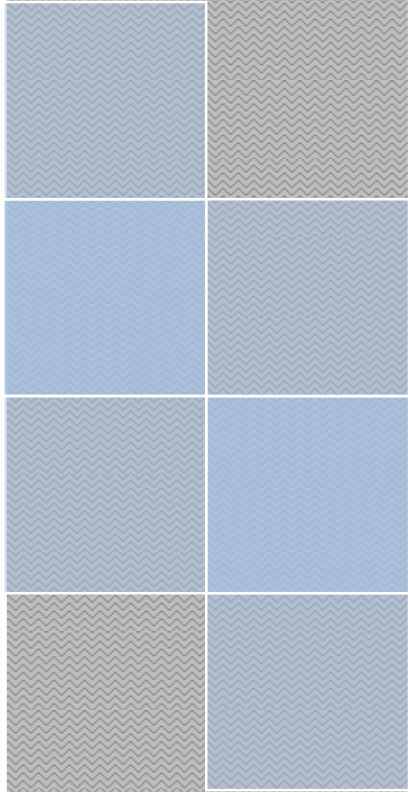
WHEREAS, Rochester's economy is driven by its manufacturing base and seeks to provide area manufacturers with the highest skilled workforce possible by encouraging students to prepare academically for the range of high-tech, high skilled jobs offered by those local employers;

WHEREAS, Manufacturing Week in New Hampshire is September 29 – October 2, 2014 and is an opportunity for all citizens to become better acquainted with this industry and partner institutions that support manufacturing through open house events across the state; and

NOW, THEREFORE, I, Thomas J. Jean, Mayor of the City of Rochester, do hereby proclaim October 2, 2014 as **Manufacturing Day** in the City of Rochester and encourage all residents and businesses to observe this day.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the great seal of the City of Rochester to be affixed this 2nd day of October, in the year of our Lord, Two Thousand Fourteen.

Thomas J. Jean
Mayor



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City of Rochester, New Hampshire
 OFFICE OF THE CITY CLERK
 31 Wakefield Street • Rochester, NH 03867
 FAX (603) 509-1915 PHONE (603) 332-2130

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SEP 19 2014

CITY CLERK'S OFFICE
 ROCHESTER, NH

**STATEMENT OF INTEREST
 BOARD AND COMMISSION MEMBERSHIP**

POSITION DESIRED: Historic Document Preservation

NEW ☒ RE-APPOINTMENT ☐ REGULAR ☐ ALTERNATE ☐

NAME: Virginia B. Rutledge

STREET ADDRESS: 7 Sullivan Farm Dr

ZIP 03868

TELEPHONE: (H) 332-4208 (W) 767-1350 **E-MAIL** g.w.sox@motrocast.net

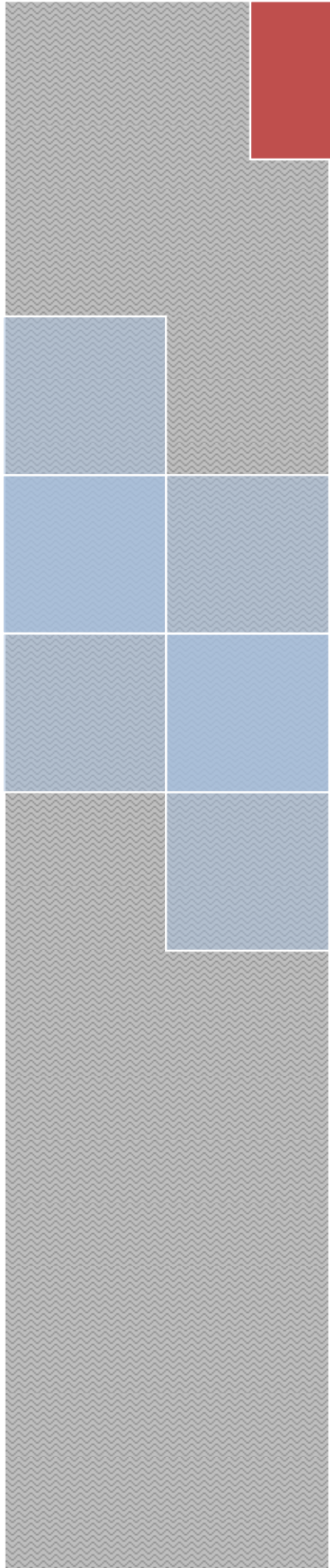
REGISTERED VOTER: (CIRCLE ONE) YES ☒ NO ☐ **WARD**

Statement of Interest/Experience/Background/Qualifications, Etc. (This section need not be completed, but any information provided will be given to all City Councilors and will be available for public inspection). (Additional sheets/information may be attached, if desired; please do not write on the back of this form.)

If this is an application for reappointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: (1) this application will be presented to the Rochester City Council only for the position specified above and not for subsequent vacancies on the same board; (2) the Mayor and/or City Council may nominate someone who has not filed a similar application; and (3) this application will be available for public inspection.

I certify that I am 18 years of age or older: Virginia B. Rutledge



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Sept 10/2/14, 2014

Dear Kelley,

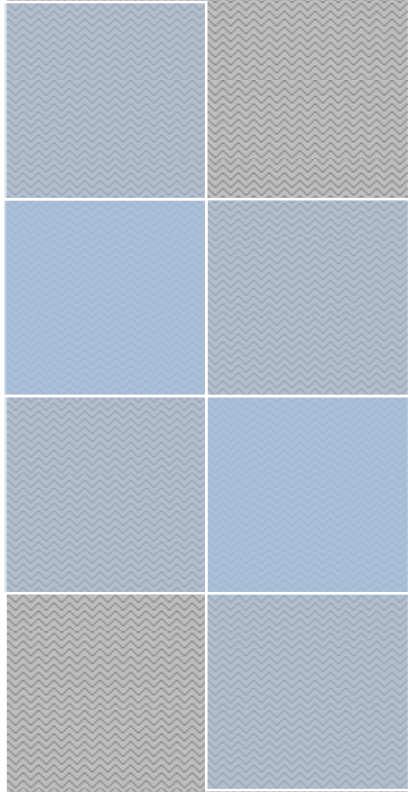
I have worked at the polls for Ward 5 for seven years as a selectman. I was always available to fill in other jobs when needed. I also worked at the polls in Dover prior to moving to Rochester for about 10 years.

Present circumstances at ward 5 have made me uncomfortable.

So effective today September 11, 2014
I feel I must resign my position as a ward 5 selectman.

Respectfully

Gamona Schaff



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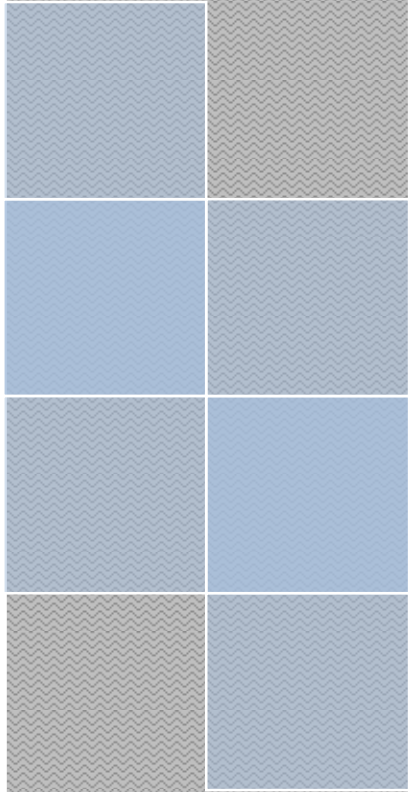


Oct 2, 2014

I hereby resign as Supervisor of the Clerk
for Ward 5.

Laura Rapley

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ROCHESTER, NH



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 OCT 01 2014
 CITY CLERK'S OFFICE
 ROCHESTER, NH

**STATEMENT OF INTEREST
 BOARD AND COMMISSION MEMBERSHIP**

POSITION DESIRED: Supervisor of the Checklist

NEW ☒ RE-APPOINTMENT ☐ REGULAR ☐ ALTERNATE ☐

NAME: Tricia Torr

STREET ADDRESS: 287 Chestnut Hill Rd (PO Box 1787)

ZIP 03866

TELEPHONE: (H) 332-4703 (W) 332-0757 **E-MAIL** ashertorr@yahoo.com

REGISTERED VOTER: (CIRCLE ONE) ☒ YES ☐ NO **WARD** 5

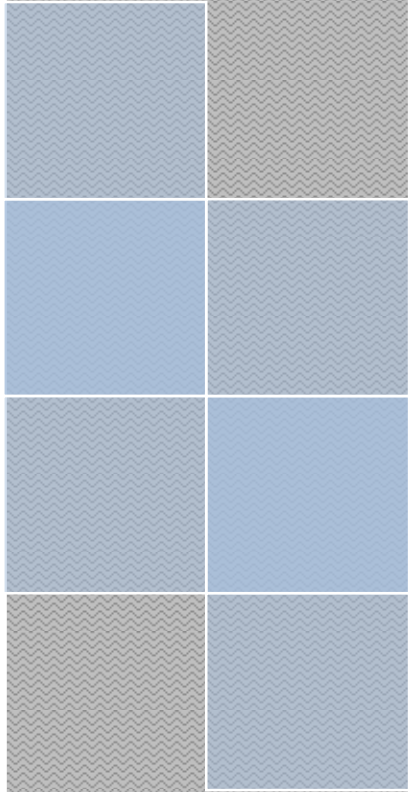
Statement of Interest/Experience/Background/Qualifications, Etc. (This section need not be completed, but any information provided will be given to all City Councilors and will be available for public inspection). (Additional sheets/information may be attached, if desired; please do not write on the back of this form.)

I have assisted the current supv. of
the checklist for the last several
years.

If this is an application for reappointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: (1) this application will be presented to the Rochester City Council only for the position specified above and not for subsequent vacancies on the same board; (2) the Mayor and/or City Council may nominate someone who has not filed a similar application; and (3) this application will be available for public inspection.

I certify that I am 18 years of age or older: Tricia Torr



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ROCHESTER, NH

**STATEMENT OF INTEREST
BOARD AND COMMISSION MEMBERSHIP**

POSITION DESIRED: Selectmen Ward 5

NEW ☒ RE-APPOINTMENT ☐ REGULAR ☐ ALTERNATE ☐

NAME: Laura W. Rapley

STREET ADDRESS: 11 Lynn Lane Rochester

ZIP 03867-5157

TELEPHONE: (H) 332-2996 (W) **E-MAIL:** lrapley@myfairpoint.net

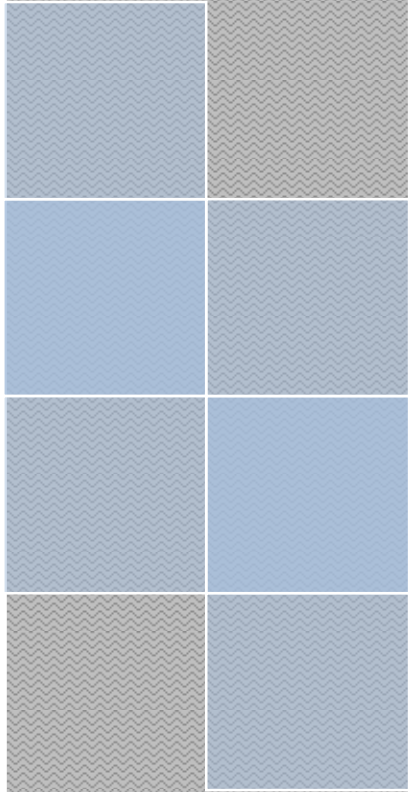
REGISTERED VOTER: (CIRCLE ONE) YES ☐ NO ☐ **WARD** 5

Statement of Interest/Experience/Background/Qualifications, Etc. (This section need not be completed, but any information provided will be given to all City Councilors and will be available for public inspection). (Additional sheets/information may be attached, if desired; please do not write on the back of this form.)

I have been Supervisor of the Checklist
for years.

I understand that: (1) this application will be presented to the Rochester City Council only for the position specified above and not for subsequent vacancies on the same board; (2) the Mayor and/or City Council may nominate someone who has not filed a similar application; and (3) this application will be available for public inspection.

I certify that I am 18 years of age or older: Laura Rapley

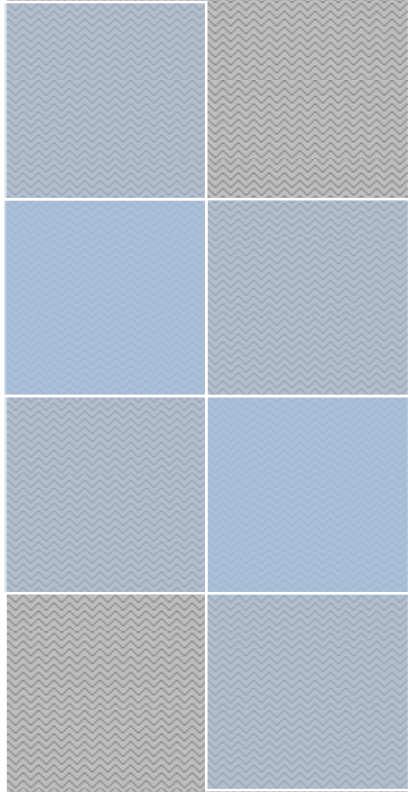


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Reports of Committees

- Appointments Committee – 09/02/2014
- Codes and Ordinances Committee – 09/04/2014
- Community Development Committee – 09/25/2014
- Finance Committee – 09/10/2014
- Public Safety Committee – 09/17/2014
- Public Works and Building Committee – 09/18/2014



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City of Rochester, New Hampshire
CITY COUNCIL – APPOINTMENTS COMMITTEE
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

Appointments Committee Minutes
September 2, 2014

Committee Members Present:

John Larochelle, Chair
Jake Collins
Donald Hamann

James Gray
Sandra Keans

John Larochelle called the meeting to order at 6:30 p.m. on September 2nd.

Charles W. Grassie, Jr. - Planning Board – Regular Member

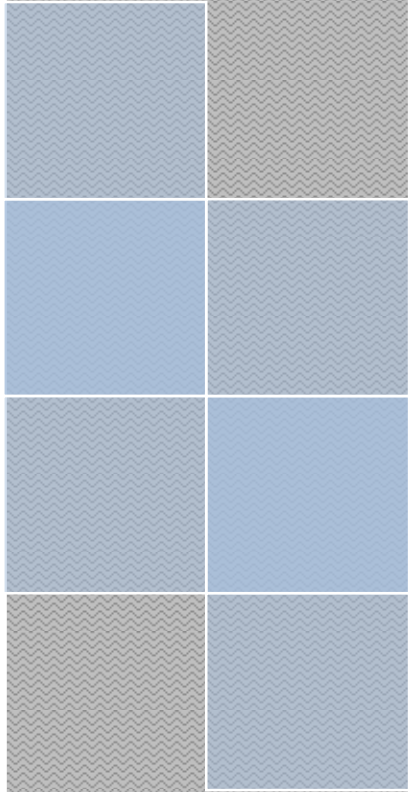
Currently an alternate member of the Planning Board, Chuck has over 25 years experience as a professional planner, a decade of experience on the Planning Board and many years on the City Council. Chuck brings an extensive knowledge of laws and regulations relating to the Planning function to the Board.

The Appointments Committee unanimously recommends Charles Grassie for appointment to the vacant position of Regular Member of the Planning Board, term to expire January 2, 2016.

Charles Grassie was appointed to fill this position at the subsequent meeting of City Council on September 2, 2014.

Respectfully submitted,

John Larochelle, Chair
Appointments Committee



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CODES AND ORDINANCES COMMITTEE

Of the Rochester City Council

Thursday September 4, 2014

City Council Chambers

31 Wakefield Street, Rochester, NH

7:00 PM

Committee Members Present

Councilor Peter Lachapelle, Chair

Councilor Elaine Lauterborn, Vice Chair

Councilor Bogan

Councilor Ray Varney

Councilor Sandra Keans

Others Present

Sheldon Perkins, Building, Zoning, and

Licensing Services

Thomas Kaczynski, Resident

MINUTES

1. Call to Order

Councilor Lachapelle called the Codes and Ordinances Committee to order at 7:00 PM.

2. Public Input

Councilor Lachapelle invited the public to address the Committee at 7:01 PM.

Thomas Kaczynski Jr., resident, addressed the Committee. He said that it seemed that the Committee would be discussing another way to handle panhandling [The Passing of Items to or from the Occupant of a Motor Vehicle on a Roadway] which, he believes, is not an issue in Rochester. He said the matter should be left alone. Councilor Lachapelle closed public input at 7:03 PM.

3. Approval of the Codes and Ordinances Committee Minutes

• August 7, 2014

Councilor Lauterborn **MOVED** to **ACCEPT** the August 7, 2014, Codes and Ordinances Committee meeting minutes. Councilor Gates seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

4. Discussion: Home Occupancy Renewals

Sheldon Perkins, Compliance Officer, stated that the City has about 150 home occupation permits currently in the City of Rochester. He listed many different kinds of home occupations. He said the most common home occupation is daycare facilities. Councilor Varney noted that the daycare facilities are regulated by the State, too.

Councilor Lauterborn questioned if there is only an initial inspection for home occupation and then the City is not required to go back at any point in the future to check on the business again. Mr. Perkins reported that the only home occupation that requires the City to have an inspection by the Building, Zoning, and Licensing Services Department are specifically for food services and daycare centers. Once a home occupation permit is issued there are no requirements of the City or the homeowner to renew their license. He agreed to double check that information and get back to the Committee.

Councilor Lauterborn questioned if other communities have re-inspections in place for home occupations. Mr. Perkins stated that the City of Dover, New Hampshire, only has one initial inspection for all of their home occupation permits.

Councilor Lauterborn questioned if the City ever checked on the home daycares. Councilor Varney stated that there are three levels of daycare centers and the State has its own regulation requirements that have to be met by each facility. It was believed that a childcare home occupation could have up to five children in their own home without requiring the State Daycare License. Councilor Lauterborn stated that daycare centers provide a much needed service in Rochester.

Councilor Lachapelle questioned what Mr. Goldstein's original complaint was about. Councilor Varney stated that it seems once a home occupation permit is acquired that there is no system in place to check back to ensure that the home occupation has not expanded into something bigger than the original intent. The Committee discussed how to resolve this problem without placing a burden on the home owner. Councilor Gates stated that Mr. Goldstein mentioned that the City has no process in place to know if a home with a home occupation has ended either because they no longer are providing the service or they have moved away.

Councilor Lauterborn stated that the Committee needs more information. She requested to invite Mr. Goldstein to the next Committee meeting in order to find out more about what the problem is that should be addressed. Councilor Lachapelle asked the City Clerk to contact Mr. Goldstein. If he is not able to attend the October meeting the Committee would request that he forward a memo to the Committee about his specific concern on the matter.

5. Response from BZLS Department to Real Estate Agent Regarding Off Premises Signs

Mr. Perkins reported that the Department of Building, Zoning, and Licensing, Services has been taking the real estate "snipe" signs down; however, they are almost immediately being placed right back up. He stated that there are at least sixty signs right now in the office. The Director of the Building, Zoning, and Licensing Service Department attempts to contact the owner of the signs when possible. The Committee suggested that the BZLS Department draft a letter to be forwarded to the Strafford County Board of Realtors with the current sign ordinance.

Councilor Varney questioned if the Planning Board is working on a new sign ordinance. Councilor Gray replied yes.

The Committee briefly discussed other problematic sign issues such as the Easter Egg Drop signs and mattress sale signs. Mr. Perkins stated that the BZLS would continue to pick up such signs.

6. Discussion: Loitering

Councilor Lauterborn stated that this matter could be discussed at the next Neighborhood Ward meeting. It is important to see what the local police officers believe could be enforced. She mentioned that Nashua has a policy that specifically states no loitering, which prevents people from just “hanging” out without some type of activity going on. However, it is important to gain input from the local authorities about what could be enforced.

Councilor Gray stated that Chapter 28 of the General Ordinances does not deal specifically with loitering. The local authorities would not be able to prohibit loitering unless there was a specific ordinance in place. The Committee discussed the local problems with loitering and panhandling.

The Committee briefly discussed closing down the Common at a certain time each evening or having some type of permit exceptions in place. It was decided that some people would (and have) complained about closing down the Common to the public.

The Committee decided that Councilor Lauterborn could address this matter with the police officers at the next Ware Two Ward Meeting. Councilor Lauterborn added that the Community Development Committee recommended that the Recreation and Arena Committee discuss the park curfews. It was decided that the posting of signs at the parks would be initiated at the Committee level; however, it would be sent to the full City Council for approval.

Councilor Lachapelle stated that there is no reason to place this item on the Agenda for next month until more information has been provided.

7. Concord Ordinance: The Passing of Items to or from the Occupant of a Motor Vehicle on a Roadway

Councilor Lachapelle said the City Clerk contacted the City of Concord to obtain the proposed ordinance [attached to this set of minutes] and was informed that this ordinance as it is written is not being challenged by the ACLU.

Councilor Gates stated that this ordinance specifically deals with the public roadways. Councilor Lachapelle noted that if the City Council did approve this ordinance then the Fire Department may have to find a different way to fund raise other than the annual “boot drive.”

Councilor Varney suggested that this proposed ordinance be sent to the Police

City of Rochester

Draft

Codes and Ordinances Committee

September 4, 2014

Department for input.

Councilor Bogan asked if this proposed ordinance would prevent panhandling around the Common. Councilor Lauterborn stated that this particular ordinance would not prohibit that activity at the Common and she read the following section from the proposed ordinance: ***3 B - In a permitted parking area this does not apply.*** The Committee discussed the matter briefly.

Councilor Lachapelle suggested sending this to the prosecutors at the Police Department to see if this is something that could be enforced and useful and also to Attorney Wensley for feedback.

8. Other

No discussion.

9. Adjournment

Councilor Gates **MOVED** to **ADJOURN** the Committee meeting at 7:40 PM.

Respectfully submitted,

Kelly Walters
City Clerk

City of Concord – Current Ordinance – Adopted 5-13-2013

17-7-3 The Passing of Items to or from the Occupant of a Motor Vehicle on a Roadway.

(1) *Intent of Section.* This Section is intended to provide for the free flow of motor vehicle traffic on roadways in the City. The City Council finds that persons who distribute any item to, receive any item from or exchange any item with the occupant of a motor vehicle upon a roadway present a threat to the free and safe flow of motor vehicle traffic. By this Section, the City Council intends to promote the health, safety and welfare of the citizens traveling by vehicle in the City.

(2) *Definitions.* For purposes of this Section, the following definitions apply:

- (a) *Pass/Passing.* Distributing any item to, receiving any item from, or exchanging any item with the occupant of a motor vehicle that is located in the roadway.
- (b) *Roadway.* All public roads open to motorized vehicles within the City. This definition excludes private roads and private property. This definition also excludes areas in which parking is permitted in the City.
- (c) *Item.* Any physical object.

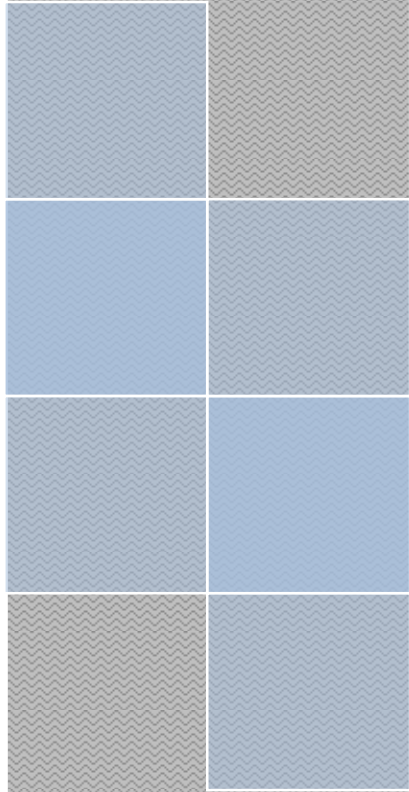
(3) *Prohibition on Roadways.* It shall be unlawful to violate any of the prohibitions set forth below in the City.

- (a) No person shall knowingly distribute any item to, receive any item from, or exchange any item with the occupant of any motor vehicle when the vehicle is located in the roadway.
- (b) This Section shall not apply to the distribution, receipt or exchange of any item with the occupant of a motor vehicle on private property or in a permitted parking area.
- (c) This Section shall not apply to any law enforcement officer acting in the scope of his/her official duty.
- (d) This Section shall not apply to the distribution, receipt or exchange of any item with the occupant of a motor vehicle located in the roadway in order to assist the occupant after a motor vehicle accident, with a disabled motor vehicle or where the occupant is experiencing a medical emergency.

(4) *Sunset.* This Section shall automatically repeal on April 9, 2015, unless otherwise ratified by the City Council.

(5) *Penalty.* A person found in violation of this Section shall be guilty of a violation and may be fined not more than \$500.00.

(6) *Severability.* If any provision of this section is declared invalid or unconstitutional by any Court of competent jurisdiction, the remaining provisions shall be severable and shall continue in full force and effect.



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Rochester City Council

Community Development Committee

MEETING MINUTES

James Gray, Chairperson
Elaine Lauterborn, Vice-Chair
Sandra Keans
Jake Collins
Donna Bogan

Meeting Date:	September 25, 2014	
Members Present:	Councilor Gray Councilor Lauterborn Councilor Keans Councilor Bogan	Members Absent: Councilor Collins
Staff:	Karen Pollard – Economic Development Manager	
Guests:	Tom Kaczynski, came at 6:55 PM and remained after meeting concluded.	

Councilor Gray called the meeting to order at 6:00 PM. **Motion was made to approve the August 28, 2014 Community Development Committee minutes by Councilor Keans and seconded by Councilor Lauterborn, minutes were approved unanimously.**

Public Input	No public input.
---------------------	------------------

RSA 79E – Community Tax Relief Incentive	<p>Discussion was held regarding an email from Representative Beaudoin and his opposition to the RSA 79-E Community Revitalization Tax Relief Incentive program. Councilor Gray spoke about the community benefits that the program offers. Forgiving the taxes for a number of years on the increased valuation resulting from the renovation is well worth the money because the incentives entice investment in the RSA 79-E zone. There was unanimous agreement by the committee that participation by the City in this program is worthwhile.</p> <p>There was a question whether or not RSA 79-E can be retroactively applied on completed projects Economic Development Manager, Karen Pollard confirmed that in Attorney Wensley's opinion, projects cannot be considered retroactively. Ms. Pollard also stated that the City has not approved any retroactive projects.</p>
RSA 79E – Community Tax Relief Incentive Application Review for 2 – 6 North Main	<p>Discussion occurred regarding the 2 – 6 North Main commercial/affordable housing residential property to address the sprinkler system along with the scope of work going forward for consideration. The application was revised on page 2 to incorporate the feedback from Tom Mullin, the Assessor.</p> <p>Although the application would qualify for 15 years of tax relief the committee members believed that granting the basic 5 years of relief plus only one of the additional categories (4 years), for a total of 9 years, was warranted.</p> <p>The committee is recommending the application to move forward.</p> <p>Motion was made by Councilor Lauterborn to vote to forward the 2 – 6 North Main Application to Finance Department for review City Council with a recommendation of the 9 of years of tax relief to be determined at City Council. Motion was seconded by Councilor Keans and carried unanimously.</p>
Discussion about 79E Boundaries	<p>Discussion took place for expanding the RSA 79E boundaries, which explored the need to address distressed commercial and residential neighborhoods and provide an incentive for investment and broad community benefit. Councilor Gray asked for clarification on the processes for expanding RSA 79E and historic district boundaries.</p>

	Expanding the RSA 79E Boundary was retained in the Committee for additional action.
Poet Laureate Program	<p>The Poet Laureate program was discussed, the role and the expectations, and the decision making process of selecting a candidate was reviewed. Councilor Lauterborn will bring the recommendations to the Arts and Culture Commission.</p> <p>Councilor Gary made a motion to recommend that Mayor Jean, form an Ad Hoc committee comprised of 5 members, including 3 representatives from the Arts & Culture Commission, 1 representative from the Library staff or Board of Directors and the current Poet Laureate. The purpose of the committee is to develop the criteria for the Poet Laureate, decide on the process to nominate and to choose the new Poet Laureate. A Motion was seconded by Councilor Keans and carried unanimously.</p>
Community Development	<p>Councilor Gray requested that the following remain on the agenda forward until resolved:</p> <ul style="list-style-type: none"> • 5 Year Plan • CDBG Projects for 15 – 16
Review of Nuisance Ordinance	The review of the Nuisance Ordinance was deferred to the Ward 2 meeting.
NEXT MEETING	<p>October 23, 2014 at 6pm in the Conference Room at City Hall.</p> <ul style="list-style-type: none"> • Review and discussion with Planner Michelle Mears to consult on the Historic District boundaries • Review the Map to 79E boundaries

Motion to adjourn made by Councilor Lauterborn and seconded by Councilor Bogan. The meeting was adjourned at 7:05 pm.



City of Rochester, New Hampshire

Division of Community Development

31 Wakefield Street, Rochester NH 03867

(603) 335-7522 www.thinkrochester.biz

Review Form: For RSA 79e Community Revitalization Tax Relief Incentive

Building Name (if any): <u>"Hayes Opera Block"</u> Building Address: <u>2-6 No. Main St., Rochester NH</u> Owner Name(s): <u>1st Regional Funding LLC</u> Owner Address(es): <u>440 Hanover St., Manchester, NH 03104</u>	Map# <u>0120</u> Lot# <u>0360</u> Year Built <u>1890</u> Square Footage of Building <u>16,778</u>
Contact Name: <u>Newton Kershaw III, Manager</u> Phone # <u>603-666-8534</u> Email address: <u>lkafka@elmgrovecompanies.com</u>	Applicant Name(s) (if different from owner): Applicant Address: Phone # Email address:
	Application Fee Paid: <u> X </u> Yes <u> </u> No
Existing Uses (describe number of units by type and size) Is there a change of use associated with this project? <u> </u> Yes <u> X </u> No If so, please describe: <u>3 floors of efficiency and 1 bed-room apts. with a single 2 bed-room unit. 4,195 square feet of 1st floor retail/service business.</u>	Is the building eligible or listed on the State or National Register of Historic Places or located in a Local, State, or Federal Historic District? Yes <u> X </u> No <u> </u> Provide historic district name: <u>Downtown Rochester</u>
Will the project include rehabilitation of residential units? <u> X </u> Yes <u> </u> No If yes, how many: <u>24</u> If yes, please describe: <u>Units are being cleaned, painted and repaired for potential use by college students and others. Rochester Fire Dept. is requiring new installation of sprinkler system. But for the owner's investment, this building would not be allowed to remain housing and would become vacant on the upper floors, potentially contributing to negative Downtown activity.</u>	Will the project involve affordable residential units? <u> X </u> Yes <u> </u> No If yes, please describe: <u>Portsmouth-Rochester, NH 60% RENT LIMIT</u> <u>EFFIC. \$925/ 1 BR \$991/ 2 BR \$1,189</u> <u>NHHFA RENTS EFFECTIVE DATE: 5/1/2014</u> <u>Rental rates are below the above maximums.</u>
Other Reviews (if necessary) Historic District Review: <u>N/A</u> Special Downtown Review: <u>N/A</u> Minor Site Review: <u>N/A</u> Planning Board Review: <u>N/A</u>	Section 79:E-4 Application Date: <u>7/30/14</u> Staff Review: <u>8/7/14</u> Community Development Committee: <u>8/29/14</u> Public Hearing Date: <u>9/16/14</u> *Required within 60 days of receipt of application City Council: <u>10/7/14</u> *Required within 45 days of Public Hearing

Does this application meet the appropriate tests?

Is it a qualifying structure located in a designated downtown zone? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pre-rehabilitation assessed value (from most recent City Assessment): \$ <u>Not Available</u>
Total estimated cost of rehabilitation (from application): <u>\$ 120,010</u> Construction estimates do not include added costs for second water line and connection to the city's infrastructure, alarm fees and required alarm permits. Final costs will exceed estimate above.
Percentage of rehabilitation costs to assessment valuation: <u>TBD</u> %
Does the estimated cost of rehabilitation exceed 15% of pre-rehabilitation assessed valuation, or \$75,000, whichever is lower? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Is there public benefit? Must satisfy at least 1 of the conditions below. (Section 79-E:7) <input checked="" type="checkbox"/> It enhances the economic vitality of the Downtown District. <input checked="" type="checkbox"/> It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district. <input checked="" type="checkbox"/> It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community. <input checked="" type="checkbox"/> It increases residential housing in urban or town centers. <u>(*But for this investment, Downtown Affordable Housing would be reduced by 24 units)</u> <input checked="" type="checkbox"/> In a Local, State, or Federal Historic District?
Are other funding programs being applied to this project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other Programs. – The provisions of this chapter shall not apply to properties whose rehabilitation or construction is subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50 percent of construction costs from state or federal programs.

ELIGIBILITY: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1) Substantial Rehabilitation Tax Relief Incentive (Up to 5 Years)	<u>5</u>
2) Additional Tax Relief Incentive for New Residential Units (Up to 2 Years)	<u>2</u>
3) Additional Tax Relief Incentive for Affordable Housing (Up to 4 Years)	<u>4</u>
4) Additional Tax Relief for rehabilitation of historic places* (Up to 4 Years)	<u>4</u>
* Rehabilitation in accordance with the in accordance with Secretary of Interior's Standards for Rehabilitation.	<u>15</u>
	(Total)

Name & Title: Karen Pollard, Economic Development ManagerDate: 8/22/14

The Standards (Department of the Interior regulations 36 CFR 67) pertain to all historic properties listed in or eligible for listing in the National Register of Historic Places.

- 1) A property shall be used for its intended historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- 2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- 6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8) Significant archeological resources affected by a project, shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Comments from the Reviewer:

I have toured this property along with the owner on several occasions and admire his thorough care in highlighting and repairing the historic elements of this building. On the fourth floor he was able to repair a skylight rather than replace it. He has uncovered and restored the wood floors and panels in the apartments, rehabilitating the wood trim, Murphy-beds and built-in elements where they have remained intact over the years. The defining characteristics of the structure have not been altered by him, and his repairs to the interior are in keeping with the original intended purposes of residential and commercial use. Installation of the sprinkler system will be done to continue the building functioning with the same historic use, and with respect to the historic character. Significant changes to the interior and exterior will be avoided in order to meet the required sprinkler installation by the Rochester Fire Department, and will avoid impacting the historic character of the structure. As little will be disturbed as possible.

In this reviewer's opinion, this project proposal satisfies the requirement of meeting the Department of the Interior's Standards for Historic Rehabilitation.

Name & Title: Karen Pollard, Economic Development Manager

Date: 8/22/14

CHAPTER 79-E
COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

Section 79-E:1

79-E:1 Declaration of Public Benefit. –

I. It is declared to be a public benefit to enhance downtowns and town centers with respect to economic activity, cultural and historic character, sense of community, and in-town residential uses that contribute to economic and social vitality.

II. It is further declared to be a public benefit to encourage the rehabilitation of the many underutilized structures in urban and town centers as a means of encouraging growth of economic, residential, and municipal uses in a more compact pattern, in accordance with RSA 9-B.

III. Short-term property assessment tax relief and a related covenant to protect public benefit as provided under this chapter are considered to provide a demonstrated public benefit if they encourage substantial rehabilitation and use of qualifying structures as defined in this chapter.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:2

79-E:2 Definitions. – In this chapter:

I. "'Qualifying structure" means a building located in a district officially designated in a municipality's master plan, or by zoning ordinance, as a downtown, town center, central business district, or village center, or, where no such designation has been made, in a geographic area which, as a result of its compact development patterns and uses, is identified by the governing body as the downtown, town center, or village center for purposes of this chapter.

II. "'Substantial rehabilitation" means rehabilitation of a qualifying structure which costs at least 15 percent of the pre-rehabilitation assessed valuation or at least \$75,000, whichever is less.

III. "'Tax relief" means that for a period of time determined by a local governing body in accordance with this chapter, the property tax on a qualifying structure shall not increase as a result of the substantial rehabilitation thereof.

IV. "'Tax relief period" means the finite period of time during which the tax relief will be effective, as determined by a local governing body pursuant to RSA 79-E:5.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:3

79-E:3 Adoption of Community Revitalization Tax Relief Incentive Program –

I. Any city or town may adopt the provisions of this chapter by voting whether to accept for consideration requests for community revitalization tax relief incentives. Any city or town may do so by following the procedures in this section.

II. In a town, other than a town that has adopted a charter pursuant to RSA 49-D, the question shall be placed on the warrant of a special or annual town meeting, by the governing body or by petition under RSA 39:3.

III. In a city or town that has adopted a charter under RSA 49-C or RSA 49-D, the legislative body may consider and act upon the question in accordance with its normal procedures for passage of resolutions, ordinances, and other legislation. In the alternative, the legislative body of such municipality may vote to place the question on the official ballot for any regular municipal election.

IV. If a majority of those voting on the question vote "'yes," applications for community revitalization tax relief incentives may be accepted and considered by the local governing body at any time thereafter, subject to the provisions of paragraph VI of this section.

V. If the question is not approved, the question may later be voted on according to the provisions of paragraph II or III of this section, whichever applies.

VI. The local governing body of any town or city that has adopted this program may consider rescinding its action in the manner described in paragraph II or III of this section, whichever applies.

A vote terminating the acceptance and consideration of such applications shall have no effect on incentives previously granted by the city or town, nor shall it terminate consideration of applications submitted prior to the date of such vote.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:4

79-E:4 Community Revitalization Tax Relief Incentive. –

I. An owner of a qualifying structure who intends to substantially rehabilitate such structure may apply to the governing body of the municipality in which the property is located for tax relief. The applicant shall include the address of the property, a description of the intended rehabilitation, any changes in use of the property resulting from the rehabilitation, and an application fee.

II. Upon receipt of an application, the governing body shall hold a duly noticed public hearing to take place no later than 60 days from receipt of the application, to determine whether the structure at issue is a qualifying structure; whether the proposed rehabilitation qualifies as substantial rehabilitation; and whether there is a public benefit to granting the requested tax relief and, if so, for what duration.

III. No later than 45 days after the public hearing, the governing body shall render a decision granting or denying the requested tax relief and, if so granting, establishing the tax relief period.

IV. (a) The governing body may grant the tax relief, provided:

- (1) The governing body finds a public benefit under RSA 79-E:7; and
- (2) The specific public benefit is preserved through a covenant under RSA 79-E:8; and
- (3) The governing body finds that the proposed use is consistent with the municipality's master plan or development regulations.

(b) If the governing body grants the tax relief, the governing body shall identify the specific public benefit achieved under RSA 79-E:7, and shall determine the precise terms and duration of the covenant to preserve the public benefit under RSA 79-E:8.

V. If the governing body, in its discretion, denies the application for tax relief, such denial shall be accompanied by a written explanation. The governing body's decision may be appealed either to the board of tax and land appeals or the superior court in the same manner as provided for appeals of current use classification pursuant to RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith or discrimination.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:5

79-E:5 Duration of Tax Relief Period. –

I. The governing body may grant such tax assessment relief for a period of up to 5 years, beginning with the completion of the substantial rehabilitation.

II. The governing body may, in its discretion, add up to an additional 2 years of tax relief for a project that results in new residential units and up to 4 years for a project that includes affordable housing.

III. The governing body may, in its discretion, add up to an additional 4 years of tax relief for the substantial rehabilitation of a qualifying structure that is listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or is located within and important to a locally designated historic district, provided that the substantial rehabilitation is conducted in accordance with the U.S. Secretary of Interior's Standards for Rehabilitation.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:6

79-E:6 Resumption of Full Tax Liability. – Upon expiration of the tax relief period, the

property shall be taxed at its market value in accordance with RSA 75:1.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:7

79-E:7 Public Benefit. – The proposed substantial rehabilitation must provide at least one of the following public benefits in order to qualify for tax relief under this chapter:

- I. It enhances the economic vitality of the downtown;
- II. It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located;
- III. It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B; or
- IV. It increases residential housing in urban or town centers.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:8

79-E:8 Covenant to Protect Public Benefit. –

I. Tax relief for the substantial rehabilitation of a qualifying structure shall be effective only after a property owner grants to the municipality a covenant ensuring that the structure shall be maintained and used in a manner that furthers the public benefits for which the tax relief was granted.

II. The covenant shall be coextensive with the tax relief period. The covenant may, if required by the governing body, be effective for a period of time up to twice the duration of the tax relief period.

III. The covenant shall include provisions requiring the property owner to obtain casualty insurance, and flood insurance if appropriate. The covenant may include, at the governing body's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition of damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of provisions set forth in RSA 79-E:9, I.

IV. The local governing body shall provide for the recording of the covenant to protect public benefit with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property.

V. The applicant shall pay any reasonable expenses incurred by the municipality in the drafting, review, and/or execution of the covenant. The applicant also shall be responsible for the cost of recording the covenant.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:9

79-E:9 Termination of Covenant; Reduction of Tax Relief; Penalty. –

I. If the owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided in RSA 79-E:8, III, the governing body shall, after a duly noticed public hearing, determine whether and to what extent the public benefit of the rehabilitation has been diminished and shall determine whether to terminate or reduce the tax relief period in accordance with such determination. If the covenant is terminated, the governing body shall assess all taxes to the owner as though no tax relief was granted, with interest in accordance with paragraph II.

II. Any tax payment required under paragraph I shall be payable according to the following procedure:

- (a) The commissioner of the department of revenue administration shall prescribe and issue

forms to the local assessing officials for the payment due, which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.

(b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

(c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.

(d) Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any amount not paid within the 30-day period. Interest at 12 percent per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no tax relief had been granted.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:10

79-E:10 Lien for Unpaid Taxes. – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-E:9.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:11

79-E:11 Enforcement. – All taxes levied pursuant to RSA 79-E:9 which are not paid when due shall be collected in the same manner as provided in RSA 80:1-80:42-a.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:12

79-E:12 Rulemaking. – The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to the payment and collection procedures under RSA 79-E:9.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:13

79-E:13 Extent of Tax Relief. –

I. Tax relief granted under this chapter shall pertain only to assessment increases attributable to the substantial rehabilitation performed under the conditions approved by the governing body and not to those increases attributable to other factors including but not limited to market forces; or

II. Tax relief granted under this chapter shall be calculated on the value in excess of the original assessed value. Original assessed value shall mean the value of the qualifying structure assessed at the time the governing body approves the application for tax relief and the owner grants to the municipality the covenant to protect public benefit as required in this chapter.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:14

79-E:14 Other Programs. – The provisions of this chapter shall not apply to properties whose rehabilitation or construction is subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50 percent of construction costs from state or federal programs.

Source. 2006, 167:1, eff. April 1, 2006.

City of Rochester Planning Department
31 Wakefield Street
Rochester, NH 03867
(603) 335-1338
Michael.Behrendt@rochesternh.net



Application
Community Revitalization Tax Relief (per RSA 79E)
City of Rochester, New Hampshire

Date: 7-30-14 [Office use only. Fee submitted: _____ Final action: _____]

Property information

Property address/location: 2-6 NORTH MAIN ST. ROCHESTER NH
Name of building (if applicable): UNOFFICIALY REBRANDED "HAYES OPERA BLOCK"
Tax map #: 0120; Lot #'s: 0360; Year built (if known): 1890

Property owner

Name (include name of individual): 1ST REGIONAL FUNDING, LLC (NEWTON KERSHAW III MANAGER)
Mailing address: 440 HANOVER STREET MANCHESTER NH 03104
Telephone #: 603-666-8534 Email: lkafka@elmgrovecompanies.com

Applicant/developer (if different from property owner) **or Agent**

Name (include name of individual): _____
Mailing address: _____
Telephone #: _____ Email: _____

Proposed project

Explain project: INSTALL SPRINKLER SYSTEM

Building uses. Existing: MIXED USE RES/COMM Proposed: SAME
Nonresidential square footage. Existing: Approx. 4,144.5 SQ. FT. Proposed: SAME
of residential dwelling units. Existing: 24 Proposed: SAME
Expected construction dates. Start: AFTER THE APPROVAL Finish: WITHIN 4 YEARS

Verbal: SEE ATTACHED ESTIMATES Cost: \$

Critical: _____ Cost: \$ _____

Lumbering: _____ Cost: \$ _____

Mechanical: _____ Cost: \$ _____

Other: _____ Cost: \$ _____

Name of contractor (if known): KINDLER DEVELOPMENT GROUP

Will the project include any affordable housing units? ^{YES AFFORDABLE, NOT INCOME RESTRICTED} If so, how many? 24

Will any state or federal grants or funds be used in this project? No

What are the public benefits associated with this project (in accordance with RSA 79-E:7)?

Signature of property owner (1): 1ST REGIONAL FUNDING, LLC Newton Kecham III MANAGER

Date: 7/30/14

Signature of property owner (2): _____

Date: _____

Tax Relief Application – Rochester, NH Tax Map 0120 Lot 0360

Addendum 1: 2-6 North Main Street, Rochester, NH

Title V Taxation

Chapter 79-E – Community Revitalization Tax Relief Incentive

Section 79-E:7

79-E:7 Public Benefit – In order to qualify for tax relief under this chapter, the proposed substantial rehabilitation must provide at least one of the public benefits, and the proposed replacement must provide one or more of the public benefits to a greater degree than would a substantial rehabilitation of the same qualifying structure, as follows:

- I. It enhances the economic vitality of the downtown;
- II. It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located;
- II-a. It promotes the preservation and reuse of existing building stock throughout a municipality by the rehabilitation of historic structures, thereby conserving the embodied energy in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior's Standards for Rehabilitation.
- III. It promotes development of municipal centers, providing for the efficiency, safety and greater sense of community, consistent with RSA 9-B; or
- IV. It increases residential housing in urban town centers.

2-6 North Main Street, Rochester, NH:

Located in downtown Rochester, the Hayes Opera Block at 2-6 N Main St has stood for nearly 125 years. Rather than standing proudly all that time, though, previous owners had lately allowed it to fall into disrepair. By renovating this building without marring its statuesque façade, 1st Regional Funding is enhancing this historic structure and providing safe affordable housing to revitalize downtown Rochester.



440 Hanover St.
Manchester, NH 03104
603.782.0990

Estimate

Date	Estimate #
9/16/2014	242

Name / Address
1st Regional Funding, LLC 440 Hanover St Manchester, NH 03103

Terms	Project
	2-6 North Main St

Description	Qty	Rate	Total
<p>Install 65 lineal feet of vinyl gutters on west side of building soffit.</p> <p>Repoint west wall @ window headers, sills and cracks as needed to stop water penetration.</p> <p>Remove non-insulated and non-tempered glass windows on first floor @ commercial entrances and replace with new vinyl insulated (low-e/argon) replacement windows (to be tempered safety glass). Install trim work and framing as required.</p> <p>Convert 24'x26' storage room on 3rd floor to a building community room.</p> <p>* Room to be drywalled with 1/2" drywall, mud and sand to finish. * Electrician to move and add outlets and fixtures as needed per code. * Installation of "traffic Master" Allure plank flooring. * Installation of baseboard, door trims and window trims. * Caulk and paint room in its entirety. (3 colors - walls, ceilings and trims to be chosen by owners)</p> <p>Electrician to make all necessary upgrades to the existing fire alarm system.</p> <p>Removal of existing boiler and installation of 2 steam Weil McLain direct vent natural gas boilers @ 200,000 BTU'S each.</p> <p>**Owners are to supply room for 60 yard dumpster storage during the duration of project.**</p> <p>**Owners are to supply adequate space on west side of building to</p>	1	58,760.00	58,760.00
50% deposit is required on all project that Kindler will be supplying materials for.			Total

Signature _____



440 Hanover St.
Manchester, NH 03104
603.782.0990

Estimate

Date	Estimate #
9/16/2014	242

Name / Address
1st Regional Funding, LLC 440 Hanover St Manchester, NH 03103

Terms	Project
	2-6 North Main St

Description	Qty	Rate	Total
maneuver and operate a "Genie S-45D" 45' straight boom manlift for repointing and gutter installation.**			
50% deposit is required on all project that Kindler will be supplying materials for.			Total \$58,760.00

Signature _____

John L. Carter

SPRINKLER COMPANY INC.

Design • Service • Installation



June 19, 2014

Elm Grove Company
440 Hanover Street
Manchester, NH 03104
Attn: Roger Carter

**Re: 2 - 6 North Main Street
Rochester, NH**

Dear Roger:

We are pleased to quote the firm price of \$61,250.00 to completely sprinkler the above based on plan received and walk-thru and provide N.F.P.A. 13R type wet protection. Work to be done in two phases.

Phase No. 1: \$34,400.00 - for riser equipment, alarms, switches, plan, permit, etc. and sprinkler the basement and first floor only.

Phase No. 2: \$26,850.00 - to sprinkler second, third and fourth floors.

Price No. 2: \$59,150.00 - if we do the whole project at once.

Add Alternate: \$6,250.00 - to provide one standpipe exposed in the stairwell. Note this is required by code when your top floor is over 30'-0" above lowest grade. You will need a variance from fire department to omit this.

The prices include labor and material for:

1. Work to start at 6" flange 1'-0" above finish floor.
2. Straight pipe riser with approved trim.
3. Indicator control valve with tamper switch.
4. Backflow preventer.
5. Local electric bell alarms.
6. Exposed type 4" storz fire department connection.
7. Retarding water flow and low-pressure switch for alarms tied into fire department.
8. Wet type sprinkler protection based on N.F.P.A. 13R and 13 light and ordinary hazard group no. II requirements. Pipe to be run exposed with brass upright or sidewall sprinklers on second, third, fourth floors and basement areas and concealed with white semi-recessed pendent sidewall heads and escutcheons in the first floor. All areas where pipe has been installed should be maintained at a minimum temperature of 40 °F to prevent freezing.
9. 1-4" standpipe with 2 1/2" fire valves 2 1/2" x 1 1/2" reduce cap and chain, rough brass exposed in stairway if Add Alternate is accepted.
10. Permit fees.
11. Plans for fire department approval.

Ph: 603.224.5438
Fax: 603.224.6481

Free estimates
www.cartersprinkler.com

9 Dunklee Rd.
Bow, NH 03304

2 - 6 No Main St
6/19/14
Page 2

12. Our insurance coverage as is.
13. Broom clean only.

The prices do not include:

1. Underground entrance, 6".
2. Electrical wiring of local electric bell or alarms.
3. Sprinklers in roof space, residential closet less than 24 square feet and less than 3'-0" wide, bathrooms less than 55 square feet, porches, decks and residential ceiling spaces per code.
4. Alarms tied to fire station. We supply switch only.
5. Painting of pipe or equipment.
6. Soffitting or boxing of pipe.
7. Professional cleaning of premises.

Price includes our existing insurance and is good for thirty days without review. Terms: Net 30 days. A financial charge of 2% per month will be imposed against all overdue accounts with an Annual Percentage Rate of 24%. The purchase agrees to pay all collection costs including reasonable attorney fees. All work will be done in good workmanship like manner using only U/L listed materials. All work is under warranty for one year providing others have not altered the system.

Thank you for the opportunity to provide this proposal. We would certainly appreciate the chance to work with you on this project.

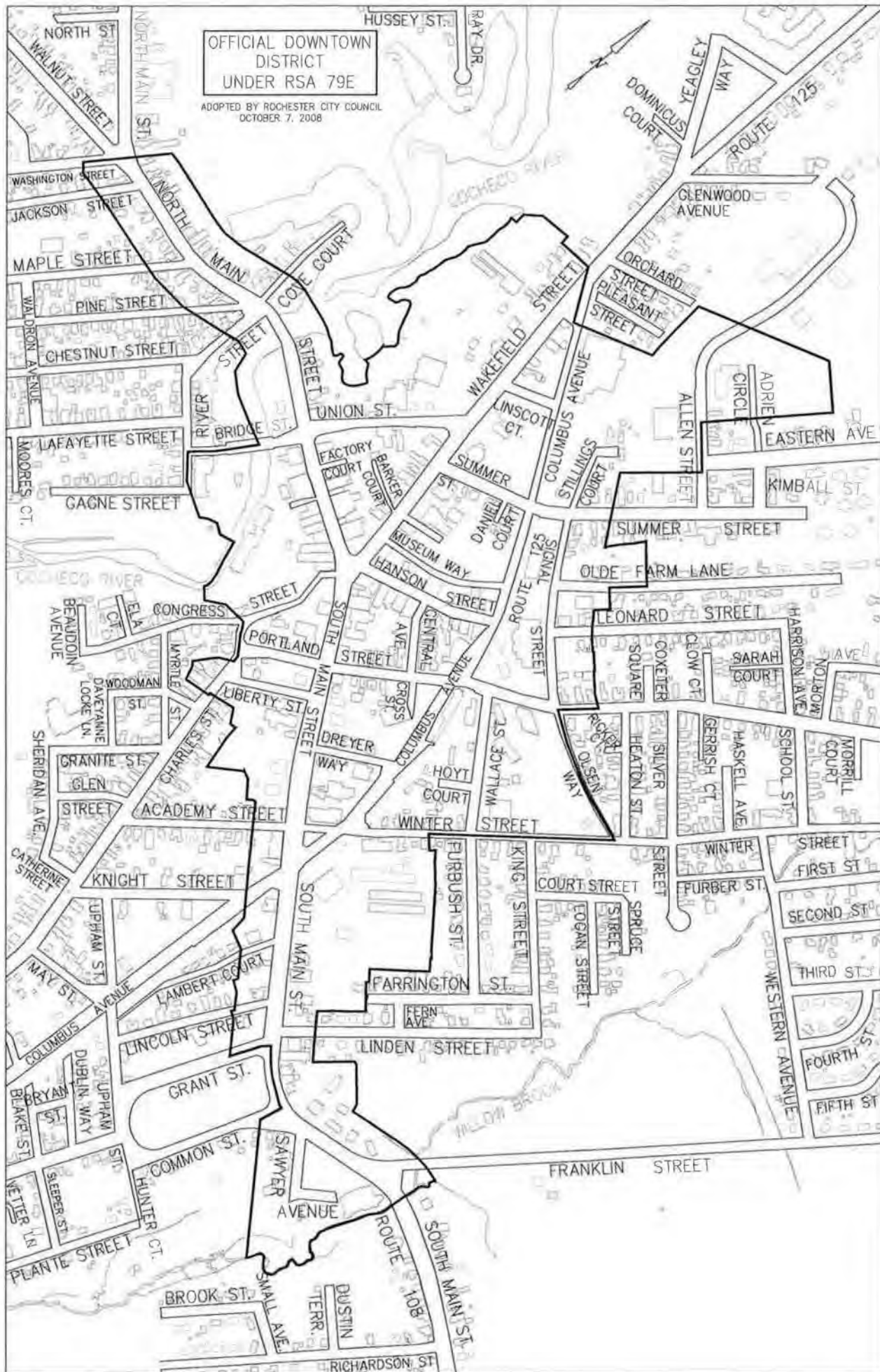
Very truly yours,

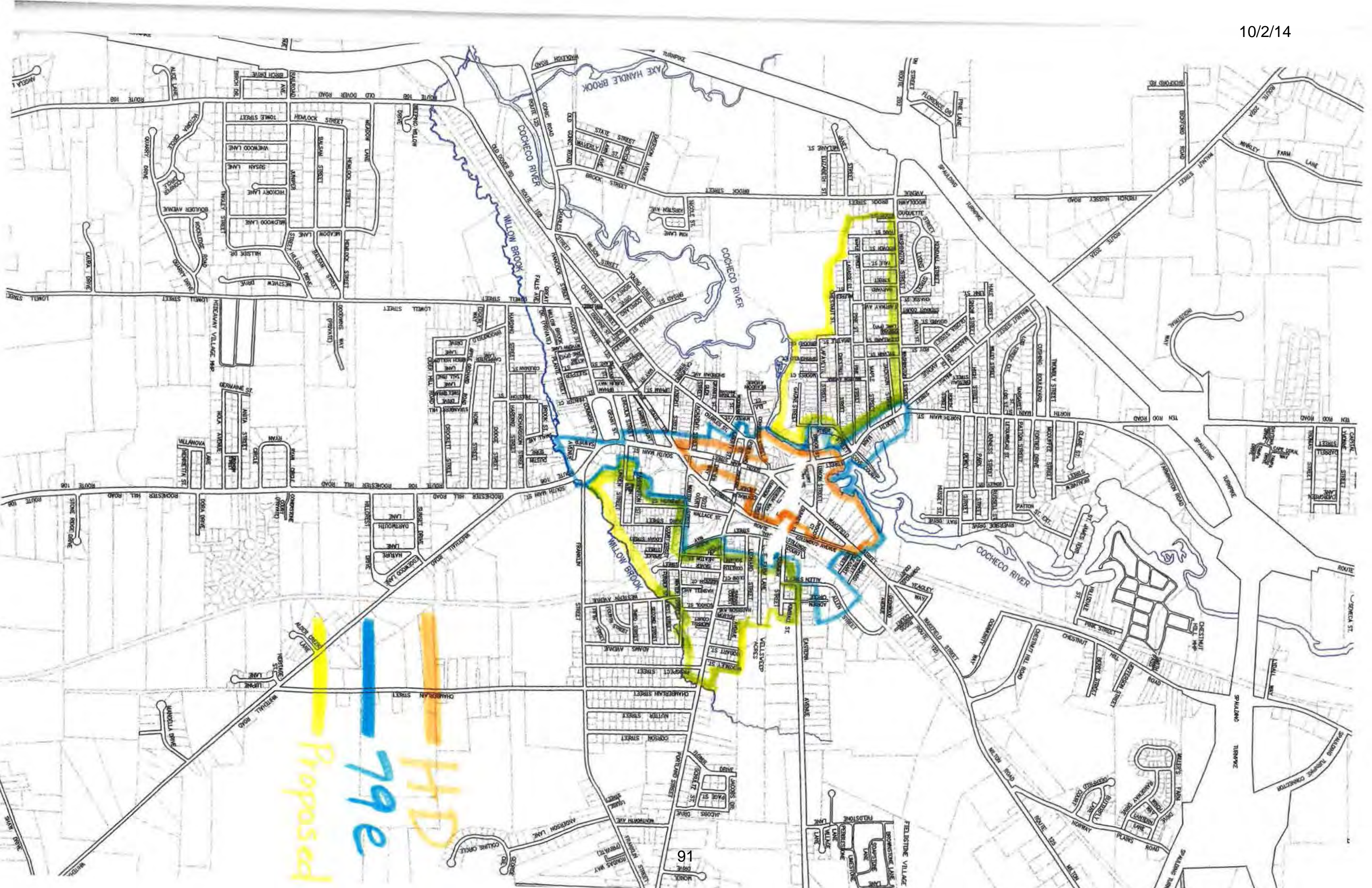
John Carter
Vice President

Approved by _____ date _____
Please sign and return copy to us. Thank you.

OFFICIAL DOWNTOWN
DISTRICT
UNDER RSA 79E

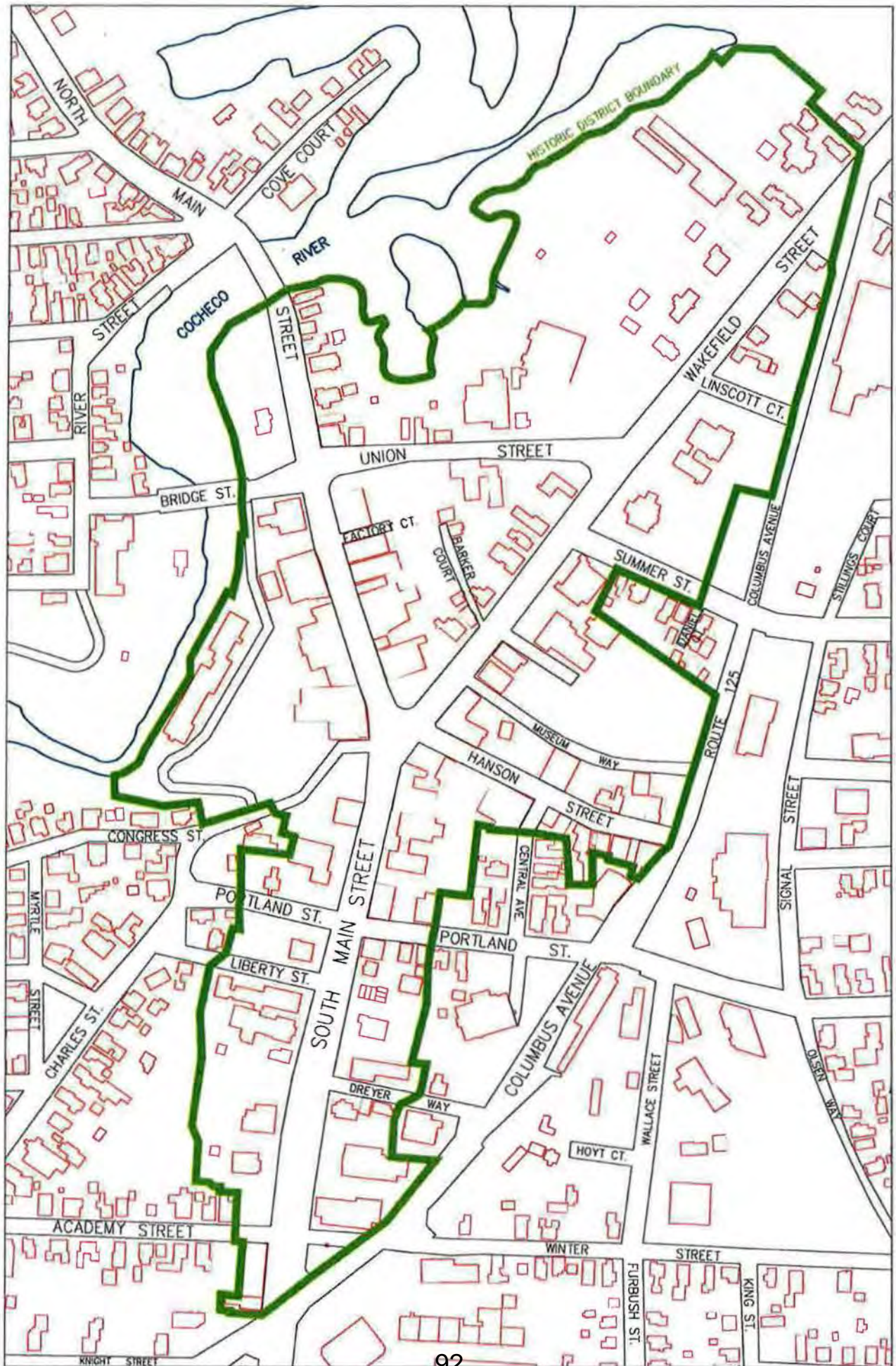
ADOPTED BY ROCHESTER CITY COUNCIL
OCTOBER 7, 2008

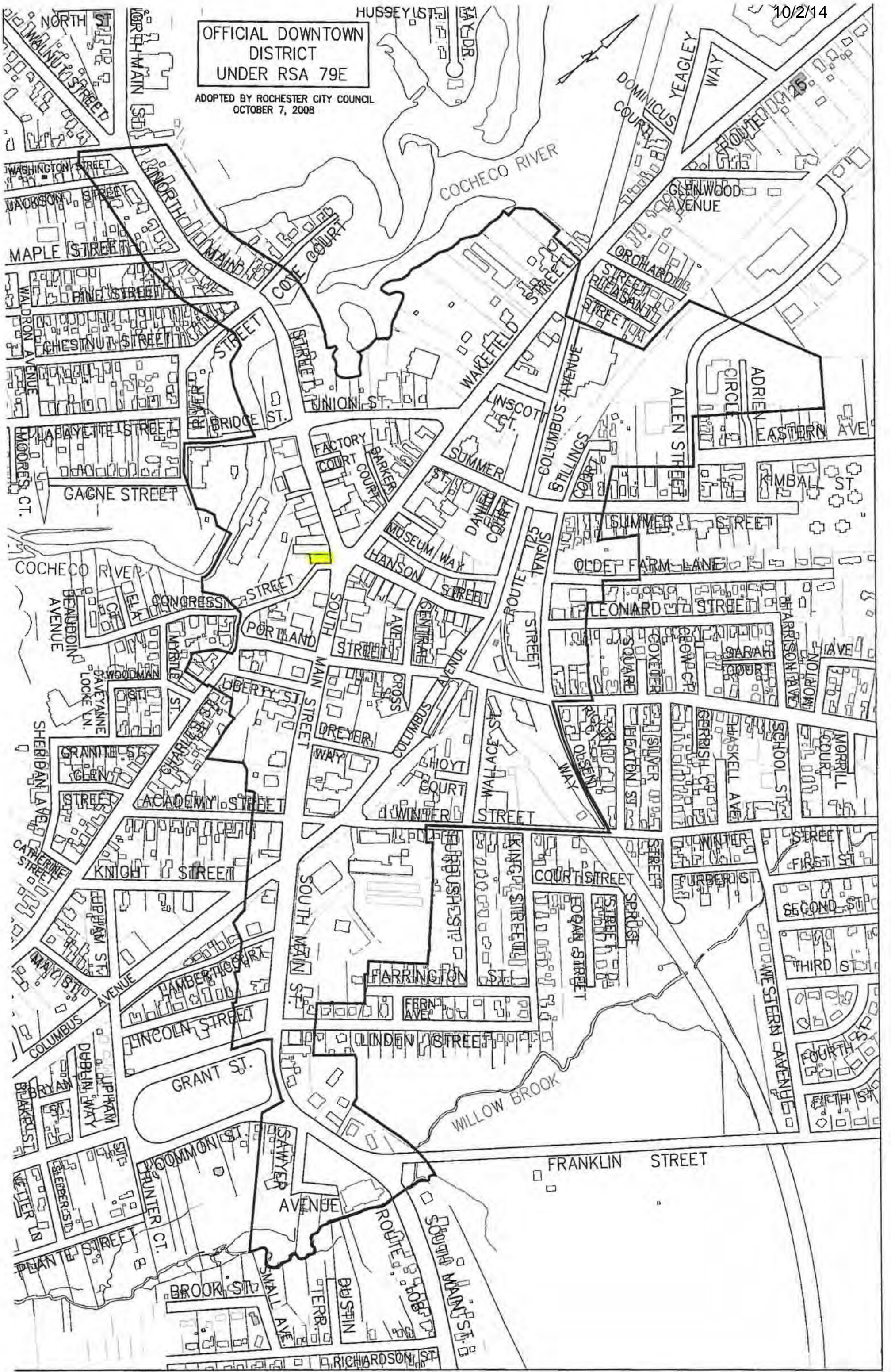




HD
79e
Proposed

Rochester Historic Dist. (HDC Map - 2001)





11/22/05

Poet Laureate Presentation - Mayor Walker

1. Thank the distinguished Advisory group for their service
2. Review the mission and expectations of the Poet Laureate
3. Proclamation naming the first Poet Laureate
4. Presentation of the laurel wreath and proclamation

Poet Laureate - Jennifer White

1. Brief outline of what she would like to accomplish during her term
2. Sharing of a poem with the group
3. Photo ops for the press

APPLICATION

Name _____
 Street _____
 City _____, NH
 ZIP _____ County _____
 Phone _____
 Alt. Phone _____
 E-Mail _____

Are you 18 or older? ☐ Yes ☐ No
 Have you resided in the Rochester
 NH area for at least one year prior
 to October 1, 2004? ☐ Yes ☐ No

I certify that the representations
 made in this application are true
 and complete, and that the work
 sample submitted is my own work.
 The City of Rochester has my
 permission to use my work, or a
 portion thereof, for publicity or
 educational purposes.

Applicant's Signature

Date _____

*It is the applicant's responsibility to
 be familiar with this information
 before signing this form. Work
 submitted will not be returned.*

WORK SAMPLE DESCRIPTION
 Indicate title and year of the work
 samples.

1. _____
2. _____
3. _____
4. _____
5. _____

*Note: Completion of this
 application is voluntary, however,
 if you choose to apply, the form
 must be completed in its entirety.
 Personally identifiable
 information will become part of
 the CORE Artist's Database and
 may be released upon request.*



Mail completed applications to:
 City of Rochester
 Attn: Community Development

31 Wakefield Street
 Rochester, NH 03867
 Phone 603-335-7519
 Fax 603-335-7585

CITY OF ROCHESTER

POET LAUREATE APPLICATION

Deadline for Applications

December 23, 2004



Return to the
 Community Development Office

Rochester City Hall
 31 Wakefield Street
 Rochester, NH 03867
 p. 603-335-7519
 f. 603-335-7585

CALL FOR APPLICATIONS

The Rochester Poet Laureate serves as a herald for Rochester's poets and their work. The Poet Laureate is dedicated to building community through poetry and encouraging a love of poetry among people of all ages.

MISSION

The mission of the Poet Laureate is to promote the influence of poetry and enrich the lives of citizens by sharing and encouraging the gift of poetry.

EXPECTATIONS

- Contribute to the growth of poetry in Rochester by organizing and leading one project of the Poet Laureate's choosing.
- Attend area literary events, suggested four per year.
- Perform at government, civic and school events as requested, min. five per year.
- Provide communication on activities at least once yearly to the Rochester City Council.

REQUIREMENTS

- Admirable and proven level of skill in writing poetry.
- Promising aptitude to promote awareness and enjoyment of poetry in Rochester.
- Must be 18 or older.
- Must be a resident of Rochester, Somersworth, Dover, Barrington, Strafford, Farmington or Milton for one year.
- Must be available to travel to complete the expectations of the position.

RECOGNITION

- Proclamation and plaque at a City-sponsored poetry event.
- The Poet Laureate will be reimbursed for mileage and attendance costs, not to exceed established guidelines.
- Funding for projects may include honoraria or grants as available.
- Press coverage related to performances and special projects.

TERM

The term of service is two years, to commence in January 2005. The Poet Laureate will also join the committee in the search for a successor to the position at the end of the term.

APPLICATION PROCESS

A general call for applications is made. The application will be available on www.rochesternh.net and other arts organization web sites, or at selected sites in Rochester, including the Rochester Public Library.

APPLICATIONS MUST INCLUDE:

- ☐ Completed application form, and a binding statement assuring that the poems are original and materials submitted are true.
- ☐ Work sample not to exceed 5 pages, one poem per page, without the poet's name.
- ☐ Resume or curriculum vitae not to exceed two pages.
- ☐ Audio or video recording of the applicant presenting his/her own poetry, not to exceed five minutes.
- ☐ Explanation of what he/she would do in the role of Poet Laureate, not to exceed 1 page.

www.rochesternh.net

CHAPTER 28

PUBLIC NUISANCES

SECTION ANALYSIS

- 28.1 Burning of Refuse and Garbage
- 28.2 Abatement of Amplified Sounds
- 28.3 Removal of Dog Excrement
- 28.4 Penalty

28.1 Burning of Refuse and Garbage.

The use of outdoor portable incinerators, drums, barrels or other containers for the burning of trash, garbage, or refuse is hereby prohibited within the limits of the City of Rochester. This ordinance shall not be construed, nor is it intended, to exclude the use of outdoor fireplaces or portable charcoal cooking devices designed and used for cooking purposes.

28.2 Abatement of Amplified Sounds.

(a) No person, partnership, association, or corporation shall use or operate or cause to be used or operated any mechanical device, machine, apparatus, or instrument for the reproduction, intensification or amplification of the human voice, music, or any sound or noise from any public or private place in such manner that the peace and good order of the neighborhood is disturbed or that persons owning, using or occupying property in the neighborhood are disturbed or annoyed.

(b) No person shall operate any sound or public address system upon the streets, lanes, alleys or sidewalks of the City without first securing a permit for the same from the Chief of Police. Such permit shall state the time, place, nature of the material to be broadcast, and such other details as the Chief of Police shall determine. The fee for such permit shall be Two Dollars (\$2.00).

28.3 Removal of Dog Excrement.

It shall be unlawful for the owner or person in control of any dog to allow that dog to appear in any public place or upon the property of any other person unless said owner or person in control has in his or her possession a mechanical or other device for the removal of excrement; nor shall said owner or person in control fail to expeditiously remove any such excrement deposited by said dog in any such place. This ordinance shall not apply to a blind person while walking his or her guard dog.

28.4 Penalty.

Any person, partnership, association or corporation violating any of the provisions of this Chapter shall be fined not more than One Hundred Dollars (\$100.00) for each offense unless herein otherwise provided.

For State statute relative to Prevention and Removal of Nuisances, See RSA Ch. 147

6/6/95

JOB Loan Program Update
August, 2014

The Job Opportunity Benefit (JOB) Loan program provides a source of funding for businesses to expand, modernize or relocate within Rochester. These funds are almost always used as "gap" financing for businesses to add additional debt to their conventional financing. Eligible applicants include Rochester businesses that commit to hiring (*per HUD Regulation 24 CFR 570.209*) one full-time or full-time equivalent worker per \$50,000 of CDBG funds or one full-time or full-time equivalent worker per \$35,000 of CDBG funds if calculated in the aggregate for the year across all JOB Loans.

The JOB Loan account balance as of June 30, 2014 was **\$74,428** and the account is currently receiving **\$5,033** in monthly payments.

There was one business interested in a JOB Loan, however the business will not be moving forward at this time. There are no new JOB Loans are under evaluation. The Economic Development Specialist will be looking to identify eligible businesses that would benefit from this loan program.

Annual monitoring of businesses with active JOB Loans was conducted throughout the summer, 2014. With the addition of a new Economic Development Specialist, JOB Loan recipients will be visited again in the next few months to touch base.

Note: Job Loan balances are run on a quarterly basis- the principal balances below are through June 30, 2014.

Recipient Name	Original Loan Amount	Origination Date	FY14 Principal Balance as of March 31, 2014	Is Loan Currently Up to Date?
Custom Banner	\$50,000.00	5/12/2009	\$8,761.95	Yes
Distinctive Forest Creations	\$30,000.00	11/12/2005	\$17,358.94	Yes
Carney Medical	\$50,000.00	8/12/2009	\$31,042.70	* No
Phone Booth, LLC	\$25,000.00	3/12/2010	\$3,947.14	Yes
Blue Oasis	\$50,000.00	4/12/2010	\$31,042.70	Yes
Country Tire & Service Center	\$40,000.00	8/22/2011	\$24,158.20	Yes
Thompson Tool Company	\$70,000.00	10/12/2012	\$53,603.30	Yes
LHR Sporting Arms	\$100,000.00	1/14/2014	\$98,464.08	Yes
Public House	\$10,000	3/6/14	\$9,370.56	Yes
	\$425,000		\$277,749.57	

*See attached memo from Karen Pollard regarding current status of Carney Medical Building and JOB Loan.

FINANCE COMMITTEE MEETING
September 10, 2014
City Hall/City Manager's Office
7:00 P.M.

Members Present:

Mayor Jean
Deputy Mayor Varney
Councilor Keans
Councilor Walker
Councilor Lauterborn (arrived at 8:18 PM)
Councilor Larochelle
Councilor Torr

Other Councilors Present

Councilor Hamaan
Councilor Collins
Councilor Gray
Councilor Bogan

Others Present

City Manager Fitzpatrick
Deputy City Manager Cox
Police Chief Allen
DPW Director Nourse
Resident Tom Kaczinski

MINUTES

1] Call to Order

Mayor Jean called the meeting to order at 7:00 P.M.

2] Public Input

There was no public input.

3] Old Business

3.1. Arena Capital Projects Funding

This agenda item was rescheduled to the October Finance Committee meeting.

3.2 Fund Balance Policy

Deputy City Manager Cox explained that two main provisions of the fund balance policy are:

1. To set a target range of 8 % to 17 %.
2. To establish a practice of using fund balance monies from the restricted sources first and then move to less restricted.

Councilor Walker MOVED to recommend to the full City Council to adopt the policy as presented. Councilor Keans seconded the motion which was ADOPTED by a unanimous voice vote.

4] New Business
4.1 Utility Extension

Public Works Director Nourse explained for the Committee the two methodologies detailed by the materials in the meeting packet.

After some discussion, Mayor Jean determined that the consensus of the Committee to be that a formal policy is not warranted or desired.

However, the Committee consensus was that use of both methodologies would serve as a useful tool for staff and Council in evaluating and ranking proposed utility projects. It was also suggested that staff research to see how private utility companies analyze the costs of infrastructure extensions.

Mayor Jean stated that this item would be kept in Committee for future discussion.

4.2 Codes Software

Deputy City Manager Cox and Councilor Hamann updated the Committee on the work of the staff group that issued a Request for Proposal (RFP) from software vendors. Two firms responded - EnerGov and ViewPoint.

The RFP group has received proposals and pricing and is now working to evaluate how each solution might meet the needs of the City. A follow-up report from the group's leader, Senior Accountant Mark Sullivan, is expected at the October Finance Committee meeting.

4.3 422 Old Dover Road

Deputy City Manager Cox outlined the specifics pertaining to this property and made a recommendation that the Council direct the Tax Collector to take a tax deed.

Councilor Keans MOVED to recommend that the full Council direct the Tax Collector to execute a Tax Deed upon the property located at 422 Old Dover Road. Councilor Walker provided a second to the motion which was ADOPTED on a unanimous voice vote.

4.4 Rochester Opera House LeeAnn Rimes

Mayor Jean determined that the consensus of the Committee was to move the December 9, 2014 Finance Committee meeting to an alternate night.

4.5 Unclaimed Sureties

After a brief discussion of the history of the two unclaimed sureties, **Mayor Jean MOVED to:**

1. **Transmit the "Ford" surety to the State of NH unclaimed property division and**
2. **Request the Planning Department work with Public Works to determine the "Chapman" surety could be used to fund site work improvements in that development.**

Councilor Torr seconded the motion which was ADOPTED on a unanimous voice vote.

5] Finance Director's Report

Deputy City Manager Cox confirmed with the Committee that the Trustees of the Trust Fund would appear before the Committee at the November meeting.

The Committee discussed the budget development calendar concept in which two full-day sessions would be used to present all departmental budgets. This item was kept in Committee for further discussion.

Mr. Cox informed the Committee that two more health insurance premium refunds had been received by the City totaling \$125,668.46. He confirmed with the Committee that the Council desires to follow the past practice of forwarding the appropriate refunds along to active employees and to retirees.

Mayor Jean and Mr. Cox explained to the Committee that Standard & Poor's Rating Services raised the City of Rochester's bond rating from AA- up to AA on September 9, 2014. Mr. Cox provided a handout (copy attached) detailing what this change in rating is based upon.

6] Monthly Financial Statements

There was no discussion on the Financial Statements.

7] Other

Police Chief Allen and City Manager Fitzpatrick jointly recommended to the Committee that the City move forward to fund and hire a full-time civilian prosecution attorney. This position would assume the duties now handled by sworn personnel in the Police Department. This position would be placed in the City Manager's legal department. Creation of this position would allow the re-assignment of the sworn personnel to direct policing work.

Mayor Jean MOVED to recommend to the full City Council that a full-time civilian prosecution position be created and be funded in the amount of \$102,000 from General Fund undesignated fund balance. Councilor Torr provided a second to the motion which was ADOPTED by a unanimous voice vote.

Councilors Walker and Gray informed the Committee that Cumberland Farms was proposing to convey to the City, land and engineering work valued at approximately \$70,000 for the re-design of the Milton Road and Flat Rock Bridge Road intersection. Director Nourse was requested to work on an estimate of the total cost to re-configure this intersection.

Councilor Varney MOVED to recommend to the full City Council an appropriation of \$1,801.00 for the Monarch School's building permit fees. Councilor Torr provided a second to the motion which was ADOPTED on a unanimous voice vote.

8] Adjournment

Councilor Walker **MOVED** to adjourn the Finance Committee meeting. Councilor Larochelle provided a second to the motion which was **ADOPTED** by a unanimous voice vote. The meeting adjourned at 8:34 P.M.

Respectfully Submitted,

Blaine M. Cox
Deputy City Manager

BMC:sam

Summary:

Rochester, New Hampshire; General Obligation

Credit Profile

Rochester GO		
Long Term Rating	AA/Stable	Upgraded
Rochester GO rfdg bnds		
Long Term Rating	AA/Stable	Upgraded

Rationale

Standard & Poor's Ratings Services has raised its rating on Rochester, N.H.'s general obligation (GO) bonds to 'AA' from 'AA-' based on its local GO criteria published Sept. 12, 2013. The outlook is stable.

A pledge of the city's faith and credit secures the bonds.

The rating reflects our assessment of the following factors for the city:

- Rochester is in Strafford County and has an estimated population of 30,102 residents. In our view, the city has an adequate economy with projected per capita effective buying income at 95% of that of the U.S. and a per capita market value of \$67,569. The city also benefits from the broad and diverse economy of the Boston, Mass. metropolitan statistical area. The county's 2013 unemployment rate was 5.1%.
- We consider the city's budgetary performance strong overall. For fiscal 2013, the city ended with a surplus in both the general fund and total governmental funds of 0.2% and 1.7%, respectively, after adjusting for recurring transfers and capital expenditure that will be financed by bond proceeds. Tax revenue, which we consider a stable source, generates about two-thirds of the general fund revenues. For fiscal 2015, the city adopted a \$91.6 million balanced budget.
- In our opinion, Rochester's budgetary flexibility is strong, with available reserves at 15.9% in fiscal 2013. For fiscal 2015, the city appropriated approximately \$1.8 million in fund balance toward the budget as it has done historically. As such, management does not expect the drawdown to be realized by fiscal year end.
- Supporting Rochester's finances is liquidity we consider very strong, with total governmental cash at 30.3% of governmental funds expenditures and 453% of total governmental funds debt service. The city also has what we consider to be strong access to external liquidity as it last issued GO bonds in 2013.
- We view the city's management conditions as strong, with "good" financial practices and policies. This indicates that the city's financial management policies and practices are good, but not comprehensive. Highlights include conservative assumptions coupled with a formal two-year historical trend analysis in budgeting for revenue and expenditures, and budget-to-actual results presented regularly to the city council. In addition, the city has a formal investment policy and holdings are presented to the city council at least annually. The city also has a formal five-year capital improvement plan that is updated annually and identifies funding sources for projects and a formal reserve policy limited to no less than 5%. The city, however, does not have a formal debt management policy and it does not conduct any long-term financial planning.
- In our opinion, Rochester's debt and contingent liability profile is very strong. Total governmental fund debt service is 6.7% of total governmental fund expenditures, and net direct debt is 39.2% of total governmental fund revenue.

Summary: Rochester, New Hampshire; General Obligation

We consider overall net debt to be low at 2% of market value, with approximately 77% of all debt retired in 10 years. The city plans to issue approximately \$31 million in the next two-to-three years for a school renovation project as well as other various capital projects.

- In fiscal 2013, Rochester contributed \$2.7 million toward the New Hampshire Retirement System, which equaled its annual required contribution (ARC). The system is funded at 56%. The pension contribution represented 2.5% of total government expenditures. The city's other unfunded postemployment benefit (OPEB) liability of \$11.8 million is incurred primarily from an implicit subsidy of retirees purchasing health insurance at 100% of the premium cost. The city's combined pension and OPEB contributions were 2.9% of total fiscal 2013 governmental expenditures.

We consider the Institutional Framework score for New Hampshire municipalities as strong.

Outlook

The stable outlook reflects Standard & Poor's opinion of Rochester's very strong budgetary flexibility and liquidity profile, coupled with strong management conditions. Although we do not expect to change the rating within the two-year outlook horizon, a positive rating action beyond that period would include consistently positive operating results and continuing improvement and sustainable budgetary flexibility. Negative factors that could lead to a rating action beyond the two-year horizon would be deterioration in the local economy and a decline in Rochester's financial performance leading to lower financial reserves.

Related Criteria And Research

Related Criteria

USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Institutional Framework Overview: New Hampshire Local Governments

Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

Public Safety Committee
 Council Chambers
 September 17, 2014
 7:00 PM

MEMBERS PRESENT

Councilor David Walker, Chairman
 Councilor Jake Collins
 Councilor Robert Gates
 Councilor Donald Hamann
 Councilor Peter Lachapelle

OTHERS PRESENT

Michael Bezanson, PE City Engineer
 Councilor James Gray
 Scott Dumas, Deputy Chief P.D.
 Tom Darcy, 138 Estes Road
 Mark Jennings, 143 Estes Road

Minutes

Councilor Walker brought the meeting to order at 7:00 PM.

1. Public Input

The residents that were present were there for item number 2 of the agenda.

2 Route 202 and Estes Road-signage

Councilor Walker summarized the issue. Tom Darcy of 138 Estes Road was present to voice his concern with the issues in the area, which are speed, sight line problems and traffic volume. Councilor Walker stated that Route 125 was state jurisdiction. Mr. Darcy asked if the city could do anything. Councilor Walker said a letter had been sent to the state of New Hampshire and another could be sent. Councilor Walker said a traffic study has been done and it does not warrant traffic lights. Councilor Lachapelle asked what the speed limit was. Deputy Chief Dumas said 45 mph. Mr. Bezanson said that the recent communication which the city received from the NHDOT indicated that they are continuing to pursue improvements to the intersection and are currently working with the Federal Highway Administration and NH Division of Historical Resources; process that could take months. Mark Jennings lives at 143 Estes Road and he was present to voice his concerns regarding this intersection. He stated that people can not see down the hill towards Rochester. Councilor Walker asked Mr. Bezanson to send another letter to the State of New Hampshire and to whether any speed reduction measures have been considered.

3. New soccer field-parking concerns

Councilor Walker summarized the issue regarding the parking problem near Pink Street. The school has put up small "no parking" signs along the fence. Kevin

Hebert, Athletic Administrator for Spaulding High School sent in an e-mail that the school is open to other possible solutions to the parking problem. Councilor Walker asked Mr. Bezanson to send a letter to the School Department on the status of the parking lot at the end of Hillsdale Road. No action was taken, waiting for more information.

4. State Street-traffic issue

Councilor Walker stated that item 6 on the agenda is the same item. A letter has been sent to Cedarbrook Village and there has been no response from the owner. Councilor Gray asked if a stop line could be painted. Councilor Walker said it would be on the City Right-of Way. Deputy Chief Dumas said that without a “stop” sign the stop line is not enforceable and that only major traffic violations are enforceable on private property. Deputy Chief Dumas said a “yield” sign may be more enforceable. This was kept in committee, Mr. Bezanson will check the city right-of-way before the committee decides if a “yield” sign would be a good option.

5. Sampson Road-street signage

Councilor Walker stated that the “stop” sign on Sampson Road tends to become twisted and that the street sign was supposed to be moved to a separate pole. Mr. Bezanson stated that the street sign is now on its own pole positioned on the opposite side of Sampson Road from the “stop” sign. This issue was closed.

6. Other

Warren Street-Councilor Collins

Councilor Collins said that a resident of Grove Street was concerned with the fighting and loud noises coming from the blue building on Warren Street. Deputy Chief Dumas said he would talk to the officer that covers this area.

Maple Street-no parking

Councilor Hamann said he had a few residents talk to him about banning parking on the upper end of Maple Street by Fairway Avenue. He stated that the street was narrow and vehicles park on both sides of the road. This was kept in committee so more information could be gathered.

Brock Street- signs covered by leaves

Councilor Lachapelle stated that travelling Brock Street from Route 125 there is a sign obstructed by branches near Washington Street. Mr. Bezanson will have the branches trimmed back.

Fireworks

Councilor Lachapelle asked Deputy Chief Dumas to confirm that the Police Department was aware of the ordinance prohibiting fireworks. Deputy Chief Dumas stated that they were aware of the prohibition.

Dry Hill Road Up Date

Deputy Chief Dumas updated the committee on the Dry Hill Road's speeding issue. He stated that Officer Harding made contact with both parties and there have been no more incidents to date. Councilor Gates said he has not heard about any more incidents from the neighbors. Deputy Chief Dumas said the officer will be doing follow ups in the area.

Motor vehicle complaint-park and ride update

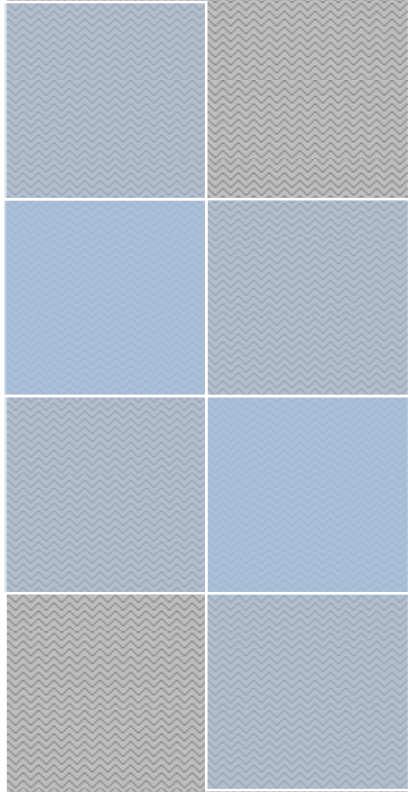
Deputy Chief Dumas gave an up date on the complaint by the park and ride. A traffic study was done. The average speed was 40 mph, and the speed limit in the area is 30 mph.

Motor vehicle complaint-Salmon Falls Road update

Deputy Chief Dumas said the police department met with the bus company and that they can not do anything. They also talked to the school and there is nothing that they can do. An officer was in the area the first week of school and there were no issues. The "school bus" signs have been installed.

Councilor Lachapelle made a motion to adjourn the meeting, seconded by Councilor Gates. The motion passed and the meeting adjourned at 7:34 PM.

Respectfully submitted by
 Laura Miller
 Secretary II, DPW



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Public Works and Buildings Committee
September 18, 2014
Council Chambers
7:00 PM

MEMBERS PRESENT

Councilor Torr, Chairman
 Councilor Ray Varney, Vice-Chairman
 Councilor David Walker
 Councilor Donald Hamann
 Councilor Sandy Keans

OTHERS PRESENT

Councilor James Gray
 Peter Nourse, Director DPW
 Leo Yelle, 30 Vernon Avenue
 Jennifer Hale, PE - Tighe & Bond Engineers
 Jason Plourde, PE - Tighe & Bond Engineers

Minutes

Chairman Torr called the Public Works and Buildings Committee meeting to order at 7:00 PM.

1. Approve Minutes from August 21, 2014 Meeting

Chairman Torr requested a recommendation on last month's minutes.

Councilor Walker motioned to accept minutes as presented for the meeting of August 21, 2014. The motion was seconded by Councilor Hamann. The motion passed unanimously.

2. Public Input

Mr. Leo Yelle of 30 Vernon Avenue came to discuss an issue at the City parking lot adjacent to the Knights of Columbus property located at 250 Columbus Avenue. Mr. Yelle stated that there is a large area of pavement that needs to be repaired. Mr. Nourse took Mr. Yelle's telephone number and stated he would contact him and meet with him tomorrow.

3. Milton Road Corridor Study

Mr. Nourse introduced Tighe & Bond Engineers, Jennifer Hale and Jason Plourde. Mrs. Hale stated that they were coming to the committee tonight to determine the Committee's goals regarding this corridor study. Mrs. Hale stated that she would be using the information gathered tonight and additional information gathered from meeting with the Planning Board to determine the scope of the project. She distributed topographical pictures of the project area and then allowed Mr. Plourde to explain the notations on those pictures. Mr. Plourde discussed each troubled intersection along

the corridor and noted the traffic count data and the accident data that had already been collected and documented. He stated there are many options to consider. Some options discussed were center turning lanes, and right turning off lanes. Councilor Keans noted that it was interesting that the most difficult intersections did not have any documented accidents. She referenced the intersection of Milton Road and Salmon Fall Road. Councilor Varney noted that there is a zoning change in the works for the properties nearest to the intersection of Amarosa Drive. Those properties are currently zoned commercial and will be zone industrial. Mrs. Hale stated that this is good information. She stated that her understanding is to put a plan into place that will give the staff and developers a guide for improvements to be made as the corridor is developed. Councilor Keans stated a right turn lane at Jarvis Ave should be considered for North bound traffic. There was discussion regarding additional traffic counts. The Committee stated that data should be collected in both directions that would count commuters that come onto Milton Road via Cross Road, and exit quickly onto the Salmon Falls Road. Chairman Torr asked about the timing of the lights. Mr. Plourde stated that the timing of lights are important and that they would look at that issue as well. Mrs. Hale and Mr. Plourde thanked the Committee and stated that they had gained some direction.

4. Granite State Business Park Water Main Loop

Mr. Nourse stated that he had discussed the project's impact to the rate payer with the finance department. He stated that if the project was completed in addition to regularly planned CIP projects the increase would be about 12 cents per unit at the beginning of the payback period and would decline over 20 years. Council Varney stated that he would like to see that all other revenue sources be exhausted prior to any considerations to funding this project. Councilor Walker stated that it would be nice to have the connection but it is not necessary at this time.

5. Oak Street Sidewalks

Mr. Nourse stated that several meetings ago the Oak Street sidewalks were discussed for repairs /replacement. He stated that this year the sidewalk replacement funds will be spent on Charles Street, as will a significant part of next year's funding. Mr. Nourse stated that he wanted input from the Committee regarding the next area to proceed to. He suggested Oak Street, Walnut Street, or Portland Street. Councilor Keans asked if he was considering concrete for Oak Street. Mr. Nourse stated that they are currently granite curbed asphalt sidewalks. He stated that they would be replaced asphalt with asphalt. He further stated that we would use the paving contractor to do asphalt sidewalk instead of the concrete sidewalk contractor. The Consensus was Oak Street then Walnut as it will have new sidewalks at the intersection with the new round a bout.

6. Crack Sealing

Mr. Nourse distributed a list of streets that have been crack sealed in the

last few years and streets to be completed this year. He stated that the department will continue to annual crack sealing and will be budgeting the same amount for FY2016.

7. Opera House Request

Mr. Nourse stated that he had received a letter from Anthony Ejarque requesting that the City approve upgrades that they would like to make to the space. The proposed upgrade will be drawn up by an architect and will be professionally built. The letter states that it will be second floor office space built behind the stage area and that it was planned but not built when the City Hall addition was completed. The Committee discussed and did not have any concerns as long as it was done professionally.

8. City Hall Annex Update

Mr. Nourse stated that Oak Point Associates will be making a presentation at the October 21st City Council Workshop. He stated that all of the structural and life safety evaluations are completed and they are ready to present a conceptual design. Councilor Walker asked about funding. Mr. Nourse stated that he believed that they were in the 3.5 million dollar range. Mr. Nourse also stated that he had been approached by the Fire Department regarding an antique fire vehicle. He stated that they thought it might be used for an ornamental lobby fixture. Councilor Keans stated that it is just sitting in the old unused East Rochester Station.

9. Other

Ryan Circle Drainage – Councilor Varney asked if the drainage had been completed. Mr. Nourse stated he believed the contractor had just finished the work this day.

Chamberlain Street – Councilor Varney asked if the drainage and paving was going to be completed soon. Mr. Nourse stated that we are waiting on a NHDES permit. The contractor is ready to move as soon as permit is issued. He stated that the plan is to complete the drainage work and to pave in October.

Strafford Square – Councilor Walker asked if the engineers have any different plan for the Walnut Street entrance into the round a bout. Mr. Nourse stated that the engineers are working on scope and fee as there were the typical delays getting approvals from NHDOT. The actual work on design should start soon.

HSIP – Mr. Nourse stated that the NHDOT had previously stated this projects construction would have to wait for the next state fiscal year. He stated that NHDOT has now informed us the funds are available and the project is going to go out to bid over the winter and the plan is to construct next construction season.

Paving – Councilor Walker asked about the status of paving projects. Mr. Nourse stated that Crocker Court, Brickyard Drive, Railroad Avenue and Chamberlain are left to be completed. He stated that should all be completed this fall.

Blackwater Road Driveway Access – Mr. Nourse explained that the City

had received a request to use an old driveway or class six road for access to a property. He stated as there were no objections and the City attorney has drawn up a resolution that will give the property owner that access. Councilor Walker asked if they were looking for the City to plow and maintain. Mr. Nourse stated they were not and there is language in the resolution that states that.

Councilor Walker made a motion to have the full Council review and approve the resolution as drafted by the City's attorney. Councilor Varney seconded the motion. The motion passed unanimously.

Construction Engineer Vacant Position – Councilor Varney asked if the department had a candidate for the position yet. Mr. Nourse stated that he is working with the Human Resource Coordinator on a position upgrade and once that has gone through the Personnel Advisory Board and been approved by Council, he would then be filling that position.

Torr Park Memorial Plaque – Chairman Torr asked the status for the stone and plaque. Mr. Nourse stated that it will be replace shortly. The motor vehicle accident insurance is paying for the replacement of the stone.

Councilor Walker made a motion for adjournment at 8:28pm. Councilor Hamann seconded the motion. The motion passed unanimously.

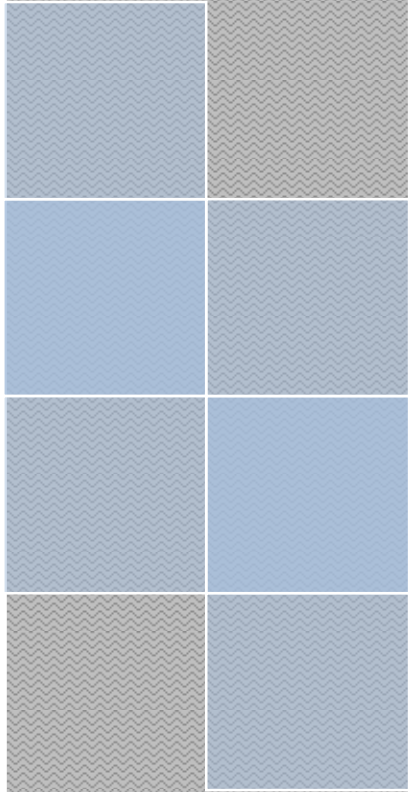
Minutes respectfully submitted by Lisa J. Clark, Rochester DPW

AMENDMENT TO ORDINANCES
REPEALING THE PROVISIONS OF SECTION 17.4
OF THE GENERAL ORDINANCES OF THE CITY OF ROCHESTER,
ENTITLED “WATER SERVICE CONNECTION REQUIRED”

THE CITY OF ROCHESTER ORDAINS:

That Section 17.4 the General Ordinances of the City of Rochester, entitled “Water Service Connection Required” as presently amended, be further amended, by repealing such Section in its entirety.

CC FY15 09-02 AB 34



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10/2/14

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT Amendment to Water Ordinance Relative to Required Water System Connections

COUNCIL ACTION ITEM ☒
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒
* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES ☒ NO ☐FUNDING RESOLUTION FORM? YES ☐ NO ☒

AGENDA DATE	9/2/14		
DEPT. HEAD SIGNATURE	P. C. Nourse		
DATE SUBMITTED	8/8/14		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

COMMITTEE SIGN-OFF

COMMITTEE	Codes and Ordinances
CHAIR PERSON	Peter Lachepelle

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Blaine Cox
CITY MANAGER	Daniel Fitzpatrick

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	n/a
SOURCE OF FUNDS	n/a
ACCOUNT NUMBER	n/a
AMOUNT	n/a
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

LEGAL AUTHORITY

Sent to Attorney Wensley

CC FY15 AB 34

SUMMARY STATEMENT

On 8/7/14 Codes and Ordinances Committee approved amending Chapter 17 to repeal Section 17.4: Water Service Connection Required.

RECOMMENDED ACTION

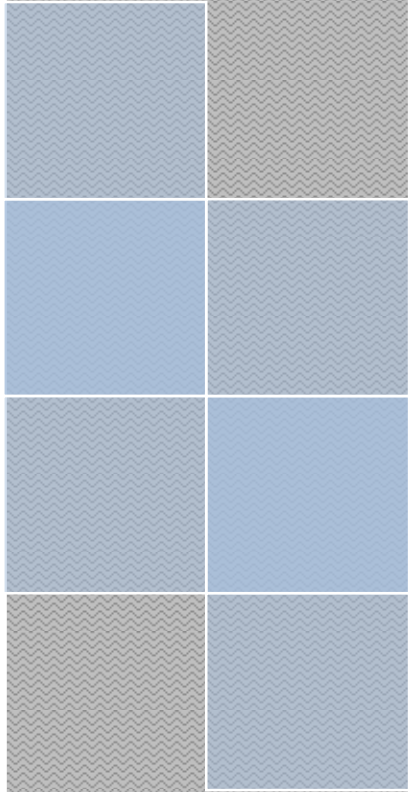
Recommend placing Section 17.4 into "Repealed" status.

RESOLUTION AUTHORIZING ISSUANCE
OF BUILDING PERMIT AND/OR ACCESS CURB CUT ON A PORTION OF THE
CLASS VI SECTION OF THE SO CALLED “OLD BLACKWATER ROAD”
IN ACCORDANCE WITH RSA 674:41, I(c)

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That in accordance with the provisions of RSA 674:41, I (c) (1), the Mayor and City Council hereby authorize the issuance of a building permit and/or access curb cut to the extent necessary to effectuate the change of access to the hereinafter lot from the Blackwater Road to the so called “Old Blackwater Road” (a Class VI road, the maintenance of the same having been discontinued in, or around the early 1980s) (the “Road) for the purpose of the construction of an access drive located off the Class VI portion of the so-called Road, in said Rochester, NH. The current owner of the property on which the project is to be located is K, K, and S Development, LLC, and the lots on which the construction is to occur are depicted on Rochester Tax Map 264, as Lot 1. This approval is granted subject to the requirement that, prior to the issuance of such building permit and/or access curb cut compliance with the requirements of RSA 674:41, I (c) (3) is achieved. Furthermore, pursuant to the provisions of RSA 674:41, I (c) (2), by authorizing the issuance of the above building permit(s), the City of Rochester neither assumes responsibility for maintenance of the aforesaid portion of the Road on which the project is to be constructed, nor liability for any damages resulting from the use thereof, and that an acknowledgment, waiver and release of the City of such responsibility, signed by the property owner(s), in a form substantially similar to **Exhibit A** annexed hereto, and by the City Manager of the City on the City’s behalf, shall be recorded in the Strafford County Registry of Deeds prior to the issuance of any building permit and/or access curb cut hereby authorized.

The City Manager, by approval of this resolution is authorized to take any and all required steps, and to sign any and all necessary and/or appropriate documents necessary to implement the purposes of this resolution.



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EXHIBIT A**AGREEMENT AND RELEASE REGARDING BUILDING
PERMIT FOR CLASS VI HIGHWAY**

NOW COMES K, K, and S Development, LLC (hereinafter referred to as the “Owner”), a New Hampshire limited liability company with a place of business and mailing address of 63 Route 27, Raymond, New Hampshire 03077, and the City of Rochester, New Hampshire (the “City”), a municipal corporation existing under the laws of the State of New Hampshire, with a place of business and mailing address of 31 Wakefield Street, Rochester, New Hampshire 03867, and agree as follows:

WHEREAS, The Owner is the owner of certain real property by virtue of a Deed recorded at Book 4229, Page 422 at the Strafford County Registry of Deeds (the “Lot”), with frontage on both the Blackwater Road and on the so-called “Old Blackwater Road” (the “Road”) in Rochester; and

WHEREAS, the relevant portion of said Old Blackwater Road upon which the Owner’s real property fronts on the Road is a Class VI Highway as classified by New Hampshire Revised Statutes Annotated 229:5, the same having maintenance of the same having been discontinued in, or around the early 1980s;

WHEREAS the Lot currently has a single family home located on it which has access to the Blackwater Road by virtue of a driveway, the location of which is situated in a curve making such access problematic from a site line and similar safety related purposes;

WHEREAS, the Lot’s access to the Class VI portion of the Road, is in the opinion of the Owner and of City highway and planning officials more appropriate and safer than the existing access onto Blackwater Road; and

WHEREAS, the City has agreed to issue, to the extent necessary a building permit and/or an access curb cut for the construction of a driveway and an access curb cut from the Lot onto the Road, upon the filing of the within notice pursuant to New Hampshire Revised Statutes Annotated 674:41;

NOW THEREFORE, the City and Owner on behalf of itself, its heirs, legal representatives, agents, invitees, successors and assigns, covenant and agree as follows:

1. The City shall allow Owner to construct a driveway and an access curb cut from the Lot onto the Road pursuant, to the extent necessary to a building permit issued by the City on the Owner’s property on the Road;
2. The City neither assumes responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of the Road;

3. Owner shall be responsible for maintaining access to the subject property and does hereby forever release and discharge the City, its officers, agents and employees from the obligation of maintaining the Road and from any claim of any nature, whether in tort or otherwise, which Owner might have against the City for any loss or damage, including those incurred through failure to provide municipal services, including police, fire, emergency apparatus or like.

IN WITNESS WHEREOF, the parties hereto have caused their hands to be affixed, by their respective representatives, this _____ day of _____, 2014.

K, K, and S Development, LLC, Owner

Witness

By: _____
Kevin Cole, Jr., Member

City of Rochester, New Hampshire, City

Witness

By: _____
Daniel W. Fitzpatrick, City Manager

STATE OF NEW HAMPSHIRE
STRAFFORD, SS

_____, 2014

Personally appeared Kevin Cole, Jr., duly authorized Member of K, K, and S Development, LLC, known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained on behalf of K, K, and S Development, LLC.

Before me,

Notary Public/Justice of the Peace
Print Name: _____
My Commission Expires: _____

STATE OF NEW HAMPSHIRE
STRAFFORD, SS

_____, 2014

Personally appeared Daniel W. Fitzpatrick, duly authorized City Manager of the City of Rochester, New Hampshire, known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained on behalf of the City of Rochester, New Hampshire.

Before me,

Notary Public/Justice of the Peace
Print Name: _____
My Commission Expires: _____



10/2/14

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT Resolution Authorizing Issuance of Building Permit and/or Access Curb Cut

COUNCIL ACTION ITEM ☐ x
INFORMATION ONLY ☐FUNDING REQUIRED? YES ☐ NO ☒
* IF YES ATTACH A FUNDING RESOLUTION FORMRESOLUTION REQUIRED? YES x ☐ NO ☐FUNDING RESOLUTION FORM? YES ☐ NO ☐

AGENDA DATE	10/7/14	
DEPT. HEAD SIGNATURE	P. C. Nourse Signature on file with City Clerk's office	
DATE SUBMITTED	9/30/14	
ATTACHMENTS YES <input type="checkbox"/> x NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Blaine Cox Signature on file with City Clerk's office
CITY MANAGER	Daniel Fitzpatrick Signature on file with City Clerk's office

FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	Roland Connors Signature on file with City Clerk's office
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>	

LEGAL AUTHORITY

RSA 674:41, I(c)

CC FY15 AB 48

SUMMARY STATEMENT

Public Works Committee on 9/16/14 carried a motion to recommend to full Council the authorization of this resolution to issue a building permit and/or access curb cut on a portion of the Class IV section of the "Old Blackwater Road". This will effectuate the moving of the existing drive on property 0264-001 from the existing problematic location near the Spaulding Turnpike overpass, to a more optimal location to the south on Blackwater Road. By this action City will neither assume responsibility for maintenance of the new drive nor liability for any damages resulting from the use thereof.

RECOMMENDED ACTION

Recommend authorization.

**RESOLUTION APPROVING COST ITEMS ASSOCIATED WITH
PROPOSED
CITY OF ROCHESTER
MULTI-YEAR COLLECTIVE BARGAINING
AGREEMENT WITH
The Rochester Administrative Unit
(School Administrative Employees)**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That pursuant to, and in accordance with, the provisions of Chapter 273-A of the New Hampshire Revised Statutes Annotated, the cost items associated with the multi-year year collective bargaining agreement between the City of Rochester and the RMEA Bargaining Unit, covering the period July 1, 2013 to June 30, 2017, as set forth in the proposed contract, and as more particularly detailed on the attached "**EXHIBIT A: Administrative Unit Cost Items - September 2014**", which includes a summary financial analysis of the annual costs of the contract to the City provided by the Rochester Director of Finance, is hereby approved.

Rochester School Department
Administrator Salary Calculations

	<u>Starting Salary</u>	<u>Increase</u>	<u>%</u>	<u>Merit</u>	<u>%</u>	<u>Total Salary</u>	<u>%</u>	<u>FICA</u>	<u>Health Ins</u>	<u>Dental</u>	<u>Total</u>	<u>% Increase</u>
<u>Based on a 3% increase the first year and Merit year 2 and 3</u>												
<u>Year 3 - All employees move to the Sight of Service Higher Deductible Plan</u>												
Current						1,930,318.56		147,669.37	393,236.22	4,244.24	2,475,468.39	
FY2014-2015	1,930,318.56	58,860.00	3.0%			1,989,178.56	3.0%	152,172.16	393,236.22	4,244.24	2,538,831.18	2.6%
FY2015-2016	1,989,178.56		0.0%	39,783.57		2,028,962.13	2.0%	155,215.60	412,898.03	4,456.45	2,601,532.22	2.5%
FY2016-2017	2,028,962.13		0.0%	40,579.24		2,069,541.37	2.0%	158,319.92	304,424.23	4,679.27	2,536,964.79	-2.5%
									88,811.99			

EXHIBIT A: Administrative Unit Cost Items - September 2014



10/2/14

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT	School Department Collective Bargaining Agreement
----------------	---

COUNCIL ACTION ITEM <input checked="" type="checkbox"/>	FUNDING REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
INFORMATION ONLY <input type="checkbox"/>	* IF YES ATTACH A FUNDING RESOLUTION FORM

RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input type="checkbox"/> NO <input type="checkbox"/>
--	---

AGENDA DATE	September 16, 2014 (Workshop)		
DEPT. HEAD SIGNATURE			
DATE SUBMITTED	2014-09-10		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	5	

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Blaine Cox
CITY MANAGER	Dan Fitzpatrick

FINANCE & BUDGET INFORMATION

DIRECTOR OF FINANCE APPROVAL	
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>	

LEGAL AUTHORITY

RSA 273-A: Public Employee Labor Relations
--

SUMMARY STATEMENT

The School Board and the Rochester Administrative Unit have reached a Tentative Agreement on a collective bargaining agreement. The School Department seeks to present the details and cost items of this agreement to the City Council at the September 16, 2014 Council Workshop with the goal of Council adoption of the agreement at the October 7, 2014 Regular Meeting.

RECOMMENDED ACTION

The School Board recommends adoption of this agreement.

City of Rochester School Department

Mr. Michael Hopkins
Superintendent of Schools
e-mail: hopkins.m@rochesterschools.com

Mrs. Mary A. Moriarty
Assistant Superintendent of Schools
e-mail: moriarty.m@rochesterschools.com

Ms. Linda Casey
Business Administrator
e-mail: casey.l@rochesterschools.com

Mrs. Christiane Allison
Director of Student Services
e-mail: allison.c@rochesterschools.com

Office of the Superintendent
150 Wakefield Street
Suite #8
Rochester, NH 03867-1348
(603) 332-3678
FAX: (603) 335-7367

August 19, 2014



Mr. Daniel Fitzpatrick, City Manager
Rochester City Hall
31 Wakefield Street
Rochester, New Hampshire 03867

Dear Mr. Fitzpatrick:

This letter is to notify you that the Rochester School Board and Rochester Administrative Unit have reached tentative agreement on a collective bargaining agreement for school years 2014-2015 through 2016-2017. The contract has been ratified by the bargaining unit and approved by the Board on August 14, 2014. I am requesting approve of the contract by the legislative body, the City Council.

At this time, I would like to highlight two of the provisions contained in the ratified contract. The administrators have agreed to a merit pay plan beginning July 1, 2015 - pay increases will be based upon their evaluations; and they have also agreed to have a higher deductible health insurance plan as the only option beginning July 1, 2016. Additional changes to the contract were made, which I can further discuss at the discretion of City Council. The cost items associated with the contract are attached.

Accordingly, I request that we be granted an audience with the Council at its next regular meeting or a special meeting, whichever you determine to be most appropriate, so that we may present the cost items and answer any questions that the Council members may have.

Yours truly,

Michael L. Hopkins
Superintendent of Schools

MLH/mgm

cc City Council

Enclosure

Rochester School Department
Administrator Salary Calculations

	<u>Starting Salary</u>	<u>Increase</u>	<u>%</u>	<u>Merit</u>	<u>%</u>	<u>Total Salary</u>	<u>%</u>	<u>FICA</u>	<u>Health Ins</u>	<u>Dental</u>	<u>Total</u>	<u>% Increase</u>
<u>Based on a 3% increase the first year and Merit year 2 and 3</u>												
<u>Year 3 - All employees move to the Sight of Service Higher Deductible Plan</u>												
Current						1,930,318.56		147,669.37	393,236.22	4,244.24	2,475,468.39	
FY2014-2015	1,930,318.56	58,860.00	3.0%			1,989,178.56	3.0%	152,172.16	393,236.22	4,244.24	2,538,831.18	2.6%
FY2015-2016	1,989,178.56		0.0%	39,783.57		2,028,962.13	2.0%	155,215.60	412,898.03	4,456.45	2,601,532.22	2.5%
FY2016-2017	2,028,962.13		0.0%	40,579.24		2,069,541.37	2.0%	158,319.92	304,424.23	4,679.27	2,536,964.79	-2.5%
									88,811.99			

Rochester School Board and Rochester District Administrative Unit Tentative Agreement

Ratified by the Rochester School Board, August 14, 2014

The tentative agreement between and Board and Administrative Unit is a four year contract. The first year of the contract includes July 1, 2013 to June 30, 2014, which has no salary increase. The second year of the contract includes a 3% increase, plus equity adjustments for five administrators. The equity adjustments are based upon those administrators remaining in the positions for several years.

The third and fourth year of the contract includes merit increases based on evaluations. The merit increases can range from 0 to 3%. Based on recent evaluations; merit increases would average 2%.

The overall salary increase for 2014-2015 is \$58,860.

The estimated salary in 2015-2016 is \$39,784. The estimated salary increase in 2016-2017 is \$40,579. Based on this year's evaluations, the average increase would be 2.0 %

The second component of the cost items are Health Insurance. In the 2014-2015 year contract, a higher deductible plan of \$1,000 for an individual and \$3,000 for a family will be offered. This will be the only insurance plan offered starting July 1, 2016. This will reduce the cost of Health Insurance starting July 2016 by \$88,811.99 compared to the first year of the contract.

The Health Insurance calculation has factored in a 5% increase in Health Insurance rates for the 2015-2016 and 2016-2017. We have also included language in the contract that reopens negotiations if the Health Insurance plan would require any fines for the District based on the Affordable Care Act.

1. Annual Increases

- a. 2013-2014 No increase
- b. 2014-15 3%, plus equity adjustments
- c. 2015-16 up to 3% merit
- d. 2016-17 up to 3% merit
- e. Merit will be calculated using the Evaluation Rubrics as follows:

<u>Merit Calculation</u>			
	Plus .2%	1.80%	less .2%
	Highly Effective	Effective	Improvement Necessary
1 Student Growth		X	
2 Local District Goals		X	
3 Educational Leadership		X	
4 School Culture, Inst. Prog.		X	
5 School Management		X	
6 School & Community		X	
7 Integrity and Ethics		X	
8 Social and Cultural Contexts		X	

An administrator rated effective in every category will receive a 1.8% merit increase. The administrator will receive an additional .2% for each category rated highly effective, up to a maximum of 3.0%. Each category of improvement necessary will reduce the increase by .2%

2. Health Insurance

1. Amend Article VII.A by striking all but the final two sentences, and replacing the struck portion with:

All covered employees shall be eligible for health insurance coverage provided through the Health Trust, which shall consist of the following:

- a. *Effective July 1, 2014 through June 30, 2016, the employee's choice of either:*
 - i. *Blue Choice Point of Service—BC3T15IPDED/RX 10/20/45; \$15 Office Visit Co-Pay, \$75 ER Co-Pay, \$150/\$450 annual deductible; or*
 - ii. *Matthew Thornton HMO—MTB20IPDED/RX 10/20/45; \$20 Office Visit Co-Pay, \$150 ER Co-Pay, \$250/\$750 annual deductible; or*
 - iii. *Matthew Thornton HMO—MTBSOS 20/40 RX 10/25/40; \$20 Office Visit Co-Pay, SV Co-Pay \$40, ER Co-Pay \$100/Urgent Care Co-Pay \$50, \$1,000/\$3,000 annual deductible.*
- b. *Effective July 1, 2016*
 - i. *Matthew Thornton HMO—MTBSOS 20/40 RX 10/25/40; \$20 Office Visit Co-Pay, SV Co-Pay \$40, ER Co-Pay \$100/Urgent Care Co-Pay \$50, \$1,000/\$3,000 annual deductible.*

For FY 2015 and 2016, the Board agrees to pay 80% of the premium for the HMO—MTB20IPDED plan; for 2017, the Board agrees to pay 80% of the premium for the HMO—MTBSOS 20/40 plan.

2. Amend Article VII.A by adding a new final paragraph.

The parties agree that the health insurance offered by the Board shall comply in all respects with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, so as to avoid the imposition of any penalty or fine or other material adverse financial impact to the District. Accordingly, upon any material change to the ACA, or to the regulations implementing and interpreting it, or to the offered plan or plans so as to subject the District to the imposition of any penalty or fine or other adverse impact from the operation of the ACA, either party to this Agreement may reopen bargaining upon the cost and impact of such change.

3. Representatives of administration and, if practicable, the Insurance Trust, will hold an informational meeting with members of the Administrative Unit prior to a vote on ratification.

LANGUAGE ADJUSTMENTS, NOT REQUIRED ACTION OF THE CITY COUNCIL**4. School Closing**

One day to work from home on a snow day.

5. Longevity Pay

Shall be paid in December, instead of December and June.

6. Advanced Degree

Replace reimbursed with compensated in Article VI.G.

7. Vacation Days

Add *or his or her designee* to Article V.5.

8. Sick Days for Child

Increase to ten in Article V.3.

9. Funeral Leave

Replace Article V.B with the following:

Bereavement Leave

1. *Ten (10) work days for the death of spouse, domestic partner or child.*
2. *Three (3) work days, for the death of Father, Mother, Father-in-law, Mother-in-law, Son-in-law, Daughter in-law, Grandchild, Sister, Brother or Relative domiciled in the employee's household*
3. *One (1) work day for purpose of attending funeral for death of Grandmother, Grandfather, Aunt, Uncle, Sister-in-law, Brother-in-law,*
4. *Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Section 1, 2, or 3, with the written approval of the Superintendent.*

10. Military Spouse Leave

Add a new paragraph to Article V providing two weeks of leave for any administrator whose spouse enters active military service.

Multi-Year Master Agreement

Between

Rochester Administrative Unit

and the

Rochester School Board

July 1, 2009

to

June 30, 2013

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Preamble

To encourage and increase effective and harmonious working relationships between the School Board of the City of Rochester (hereinafter the *Board*) and the Administrative Unit (hereinafter the *Administration*), so that the cause of public education may best be served.

Whereas, the Board and the Administration recognize and declare that providing a quality education for the children of Rochester is their mutual aim and that the character of such education depends in part upon the quality and morale of the administrative service, and

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement.

It is hereby agreed as follows:

Article I - Recognition, Jurisdiction, Definitions

A. Recognition

1. For purposes of collective negotiations the Board recognizes the Administrative Unit as the representative for the following full-time employees named below:

High School Principal
 Assistant High School Principals
 Middle School Principal
 Assistant Middle School Principal
 Elementary Principals
 Elementary Assistant Principals
 Director of Pupil Services
 Special Education Coordinator
 Director of Vocational Education
 Bud Carlson Academy Director
 Athletic Director
 Curriculum Coordinators

2. Part-time employees shall not be covered by this Agreement.
3. The Board and the Administration agree that there will be no discrimination because of race, creed, color, religion, national origin, political activities, age, sex, sexual orientation, domicile, marital status, or participation in any organization activities.

B. Jurisdiction

The jurisdiction of the Administration shall include those persons now or hereafter who perform the duties or functions of the categories of employees named above. However, any employee whose administrative position is subsequently made part-time by the Board shall, after such reclassification, and ninety (90) days notice to the affected employee, be excluded from the Administrative Unit and the provisions of this Agreement.

C. *Definitions*

1. The term *Board* as used in this Agreement shall mean the Rochester, New Hampshire School Board.
2. The terms *professional*, *administrator*, *person*, or *member* as used in this Agreement refer to an individual of either sex employed full-time in an educational administrative capacity by the Board in the categories listed in Article I-A above unless otherwise specified.
3. The term *Administrator* as used in this Agreement shall mean the Rochester Administrative Unit.
4. The term *bargaining unit* as used in this Agreement shall mean all the persons employed full-time in the categories listed in Article I-A.
5. The term *parties* shall mean the Board and the Administration as participants in this Agreement.
6. Whenever the singular is used in this Agreement, it is to include the plural.
7. Whenever in this Agreement a personal pronoun is used, such pronouns shall apply equally to both male and female.

Article II - Duration

- A. The provision of this Agreement shall be effective as of July 1, 2008, and shall continue and remain in full force and effect as binding on the parties until and including June 30, 2013.
- B. The provisions of this Agreement shall remain in effect until a successor agreement is negotiated.

Article III - Paid Days

- A. All administrators are entitled to be paid for the following days, and such other days as may be designated by the School Board from time to time:

Fourth of July	Day before Christmas
Labor Day	(if school is not in session)
Columbus Day	Christmas
Veterans' Day	Day after Christmas
Day before Thanksgiving Day	Day before New Year's Day
(if school is not in session)	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving Day	Washington's Birthday
	Memorial Day

- B. If an official holiday falls on a Saturday or Sunday, and it is observed by the School Department on the preceding Friday or the following Monday, respectively, the administrator will be eligible to have it off, subject to the Superintendent's requiring that said day be worked pursuant to the last paragraph hereof.
- C. If an official holiday falls on a Saturday or Sunday, and it is not observed by the School Department on the preceding Friday or the following Monday, the Superintendent will grant each administrator another day off when school is not in session or time mutually agreed upon by the Superintendent and administrator in lieu of the designated day.
- D. Some situations require that administrators be on the job during designated paid days in order to maintain the proper operation of the School Department. The Superintendent may require any administrator to work on any of the official days. In that event, the Superintendent will grant each administrator another day off when school is not in session or time mutually agreed upon by the Superintendent and administrator in lieu of the designated day.

Article IV - Vacation Days

Each full time administrator will receive twenty-four (24) vacation days each year under the following procedure:

1. If an administrator is hired during June, July or August he/she is eligible for twenty-four (24) vacation days during that school year.
2. Administrators' contracts start on July 1 of each year and end on June 30 of the following year. Vacation days will be given on July 1 of each year and will be usable until September 1 of the following year (14 calendar months). Administrators may accrue up to forty-eight (48) days of unused vacation.
3. If an administrator is hired at some time during the year, his/her vacation time will accrue on a pro-rated basis according to the number of months he/she has worked (2 days per month).
4. It is permissible and suggested (so that all administrators will not be out at the same time during the summer months) that some of the administrators' vacation time be taken during the school year, at a time convenient for both the administrator and the school system.
5. The Superintendent's prior written approval is required for the scheduling and taking of any vacation days.

Article V - Leaves

A. Sick Leave

1. Each covered individual employed by the District as an administrator as of October 31, 1994 shall be entitled to fifteen (15) sick days per year with the right to accumulate this sick leave to a maximum of 150 days.
2. Each covered individual appointed to a covered administrative position in the District after October 31, 1994 shall be entitled to fifteen (15) sick days per year with the right to accumulate this sick leave to a maximum of 110 days.

3. Up to six (6) sick days per school year may be used by an employee for the purpose of caring for a sick child, or, upon approval of the Superintendent, for a different member of the employee's family who is sick.
4. The Superintendent upon request shall notify each administrator of his or her accumulated sick leave by October 1 of each year.

B. *Funeral Leave*

Each administrator is eligible for funeral leave each year with full pay as set forth below.

1. Ten (10) consecutive work days from date of death of spouse or child.
2. Two (2) consecutive work days from date of death for Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, or Relative domiciled in the employee's household.
3. One (1) consecutive work day from date of death for Grandmother, Grandfather, Aunt, Uncle, Grandchild, Sister-in-law, Brother-in-law, Son-in-law, or Daughter-in-law.
4. Under extenuating circumstances, as determined by the Superintendent, additional leave may be granted under sections 1, 2, or 3 with the prior written approval of the Superintendent.

C. *Personal Leave*

1. Each administrator is eligible for up to three (3) non-accumulative days for leaves of absence with full pay each school year.
2. Leaves taken pursuant to this section shall be in addition to any sick leave to which an administrator is entitled.
3. Administrators' requests for leave will be as far in advance as is reasonably possible, however, requests for such leaves shall be in writing at least three (3) days prior to the day requested except in the case of emergency. In this event, the Superintendent shall be notified as soon as possible.

4. Replies to all requests for personal leave shall be made in writing prior to the day requested.
5. Under extenuating circumstances as determined by the Superintendent, in his sole discretion, one (1) additional consecutive work day with pay may be granted under Sections 1, 2, or 3 with the prior written approval of the Superintendent.

D. *Jury or Witness Leave*

Upon approval of the Superintendent, an administrator who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted paid leave for the period of time he/she is unable to report to work for this reason. Application for the leave will be made in advance and submitted with a copy of the subpoena or notice of jury duty. The covered administrator shall pay over to the Rochester School Board and City of Rochester any money paid for such witness or jury service, except that portion of the money identified as expense reimbursement.

E. *Professional Leave*

With the prior approval of the Superintendent or his designee, the covered administrator shall be entitled to ten (10) days per year leave of absence with full pay for attendance at professional meetings, conferences, conventions, for the purpose of school visitation, and for the purpose of receiving a higher degree. Except under extenuating circumstances, written notice of professional leave shall be received in the Superintendent's office at least three (3) days prior to such leave. The Superintendent may extend professional leave upon a covered administrator's request and the approval of the Personnel Committee of the Board.

F. *Maternity Leave*

Maternity leave shall be treated as sick leave with the following conditions:

1. Sick leave shall be granted with a physician's statement that the covered employee is no longer able to conduct her administrative duties without damaging the health of the mother or future child.

2. A temporary leave of absence, without pay, shall be granted earlier than sick leave by mutual agreement of the individual covered administrator and the Superintendent.
3. After delivery, sick leave shall continue for one week or until such time as her physician states the mother is no longer ill and she is able to resume her duties.
4. Any additional temporary leave, without pay, shall be granted by mutual agreement of the individual covered administrator and the Superintendent.
5. In the case of extended leave, benefits such as raises that would normally accrue to her shall not be withheld.

G. *Extended Leaves of Absence*

1. Military leave without pay shall be granted to any administrator who is inducted in any branch of the Armed Forces of the United States for the period of said induction and/or serving active duty.
2. Additional leave may be granted to any administrator for the purpose of caring for a sick member of the administrator's family.
3. Other requests for leaves of absence for special reasons may be granted by the Board upon recommendation of the Superintendent of Schools.

H. *Additional Leave Provisions*

1. All benefits to which a covered employee is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall then be assigned within the scope of his/her certifications.
2. All extensions, renewals, or modifications of leaves shall be applied for in writing and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board upon recommendation of the Superintendent of Schools.

3. If an individual is requested by the Superintendent of Schools to attend a function on behalf of the Board or system, such time will not be charged to the individual's professional leave.
4. The Superintendent of Schools may make recommendations for the extension of any of the above leaves and upon approval of the Board, grant such extensions.

Article VI - Compensation

A. Method and Time of Salary Payment

1. Covered administrators shall receive their pay on Fridays and salaries shall be prorated over 52 weeks with 26 equal payments.
2. Salaries of individuals employed by the district as administrators shall have their salaries established as described in Appendix A.
3. Salaries of individuals appointed to administrative positions after the date this Agreement is approved shall have their salaries set by the School Board for the Fiscal Year in which they are appointed. Increases after the year of appointment shall be calculated according to paragraph 2, above.
4. The Board will be authorized to increase salaries for current administrators within a category to achieve equity when appropriate, with the hiring of a new administrator.

Administrative Categories:

Position	Salary Range
Elementary Principal	\$72,000 to \$86,000
Middle School Principal	\$90,000 to \$98,000
High School Principal	\$95,500 to \$105,000
Elementary Assistant Principal	\$62,000 to \$67,000
Secondary Assistant Principal	\$70,000 to \$76,000
Special Education Coordinators	\$62,000 to \$69,000
Athletic Director	\$70,000 to \$76,000
CTE Director	\$70,000 to \$76,000
Curriculum Coordinator	\$75,000 to \$82,000
Director of Student Services	\$82,000 to \$90,000

B. Mileage Allowance

Traveling administrator shall mean an administrator who is required to travel to more than one school each day because of his/her assigned duties. Traveling administrators shall be paid twice a year based on the following formula:

Traveling administrators shall be paid \$300.00 on or before December 31 and \$300.00 on or before the close of the school year.

C. Workshops

The Board agrees to pay the costs of administrators' workshops that are arranged or required by the Superintendent or Assistant Superintendent.

D. Severance Pay

An administrator shall receive severance pay equal to a percentage of the full amount of the said administrator's total accumulated sick leave (at the per diem rate at which the administrator last earned) at a level of fifty percent (50%) when leaving the Rochester School System and in the case of retirement after making application for service retirement to the New Hampshire Retirement System.

E. Itemized Payroll Deductions

A statement of payroll deductions shall be provided with each salary payment.

F. Longevity Stipend

Administrators shall receive longevity payments for the total years of service to the district. The longevity stipend shall be divided equally into two payments, one in December and one in June.

- a. 10-14 years \$500
- b. 15-19 years \$750
- c. 20-24 years \$1,000
- d. 25-29 years \$1,500
- e. 30 or more years \$2,000

G. *Advanced Degree*

Any administrator who has attained an advanced degree, beyond that which is required for their administrative certification will be reimbursed annually as follows:

Ph.D or Ed. D	\$1,000
CAGS	\$ 500

H. *Extra Workload*

An administrator assuming an extra workload of another administrator will be compensated at 10% of his or her per diem pay if the period exceeds 14 consecutive working days.

Article VII - Fringe Benefits

A. *Health Insurance*

All covered employees shall be eligible to receive single, two-person, or full family coverage in any of the following plans administered through the Local Government Center. Options are:

BlueChoice® Point of Service Plan - BC3T151PDED/RX 10/20/45 (\$15 Office Visit Co-Pay, \$75ER Co-Pay, \$150/\$450 annual deductible), or

HMO administered by Matthew Thornton – MTB201PDED/RX 10/20/45 (\$20 Office Visit Co-Pay, \$150 ER Co-Pay, \$250/\$750 annual deductible).

The Board shall pay eighty percent (80%) of the premium payment and the remaining twenty percent (20%) shall be paid by the employee. The employee share of premiums shall be paid by the individual administrators through payroll deductions.

The employee's premium contribution shall be reduced by the total amount of the annual deductible for the plan in which the employee is enrolled.

Available coverage and claims procedures shall be reported annually to the covered employees.

B. *Dental Insurance*

All covered employees shall be eligible to receive single person coverage in the Northeast Delta Maintenance Program (Plan V) as provided through the New Hampshire Municipal Association, and in effect at the time of ratification of this Agreement, or its equivalent. Two person or family coverage will be made available to the covered employee upon his or her agreeing to pay the increase in premium above the single person rate. Additional or expanded dental benefits will be provided as plan options with the employee paying the increased cost in premiums above the 100% single person (Plan V) District-paid benefit.

C. *Workers' Compensation*

All covered employees shall be provided Workers' Compensation Insurance.

D. *Tax-Free Annuity*

The Board agrees to continue to allow covered employees to take advantage of the Federal law concerning tax-free annuities. The Board will not deduct life insurance premiums.

E. *Course Reimbursements*

1. The Board will pay the cost of tuition for in-service courses or courses at accredited colleges, universities, or professional training schools and workshops (hereinafter referred to collectively as *approved courses*) which are taken by covered employees in accordance with the following procedure: The District shall reimburse covered employees 100%, or the employee may elect to have the District pay the vendor in advance, the cost per credit up to a maximum of seven (7) credits in any one school year at up to the graduate course rate currently in effect at the University of New Hampshire for in state students. Qualifying credits are college or university courses in the area of the employee's certification or courses initiated and approved by the Superintendent of Schools that is equal to college credit program.

2. To be entitled to reimbursement, a covered employee must make his/her application within ninety (90) days of course completion. Covered employees earning credit shall be reimbursed within thirty (30) days of submission of evidence of satisfactory completion by attaining the equivalent of a *B* or better grade of such courses to the Superintendent. A *P* is an acceptable grade where the covered employee is enrolled in a mandatory pass/fail grade course. A *P* shall not be accepted for a course where pass/fail is offered as an elective, but rather the covered employee must use the grade alternative. Covered employees earning credit after July 1 shall be reimbursed in September only if they continue in the employ of the District. In the event a covered employee elects to have the District pay the vendor in advance, written request for payment and a valid enrollment form indicating course, cost and expected grade must be submitted for payment a minimum of 15 business days prior to the payment due date. Grades must be submitted to the Superintendent no more than 15 days after the end of the grading period. If a less than satisfactory grade is received the covered employee agrees to reimburse within the District the full amount of the course within 25 business days after the end of the grading period.
3. With prior approval of the Superintendent of Schools, a covered employee may elect to attend conventions or conferences. In such event, the District shall reimburse or pay the vendor in advance the covered employee for costs incurred (i.e., registration, meals, accommodations and travel) up to a yearly maximum amount equal to the cost of seven (7) credits at the graduate course rate for in-state students. To the extent a covered employee is reimbursed for attending approved conventions and conferences, there will be an equal reduction in the number of credits for approved courses for which reimbursement will be made by the District.

F. *Professional Dues*

Professional dues for each administrators membership in one professional organization of his/her choice will, with the prior approval of the Superintendent of Schools, be paid for by the District up to a yearly maximum amount not to exceed the combined cost of individual annual dues for the state and national principal's associations.

G. *Group Term Life Insurance*

The Board agrees to pay 100% of the cost of a group term life insurance policy equal to \$50,000.

H. *Pre-Tax Flexible Spending Plan*

The Board shall allow administrators to use the Federal Section 125 benefits for a pre-tax spending plan for health and child care provisions. This plan may be administered by a vendor hired by the Board, and shall follow all applicable federal and state rules and regulations.

Article VIII - Saving Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

Article IX – Management Rights

The Board shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects. Among the rights retained, is the Board's right to determine the School District's mission and set standards and service offered to the children, parents and the public and consistent with the role of the Superintendent established by statute or charter; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the School District or by employees of the School District; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations subject to RSA 273-A; and to change methods, equipment or facilities. Without limiting the preceding and solely as illustration, matters regarding the policies and practices of the School District and the Superintendent of Schools as established by statute, ordinance or regulations relating to merit/incentive systems, recruitment, examination, appointment, advancement, or organization, under the conditions of political neutrality and based upon principles of merit and competence,

shall not be subjects of bargaining under this Agreement. All rights, which ordinarily vest in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested in the Rochester School Board.

Article X – Grievance Procedure

Informal Level

Before beginning the grievance procedure at Level 1, the covered employee shall discuss the problem with the individual concerned and try to resolve the conflict.

In order to encourage and allow the resolution of grievances at the informal stage, a grievant will be granted 15 days from the date of the action or from the grievant's first knowledge of the action or condition on which the grievance is based to present the formal grievance at Level 1.

Level 1 - Assistant Superintendent

A grievant shall present the grievance to the Assistant Superintendent who shall respond to said grievance and provide the rationale for his/her decision in writing within 5 days.

Level 2 – Superintendent

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Unit, the covered employee or the Unit may within 10 days of receipt of the decision at Level 1 present it in writing to the Superintendent of Schools. Within five (5) days after receiving a grievance, the Superintendent shall meet to resolve and respond to the grievance with the grievant and the Unit's representative(s). The Superintendent shall respond to said grievance and provide the rationale for his/her decision within 10 days following the submission at Level 2. The decision of the Superintendent shall be final and binding on the parties.

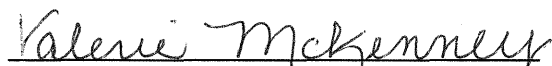
Article XI - Negotiations Procedure

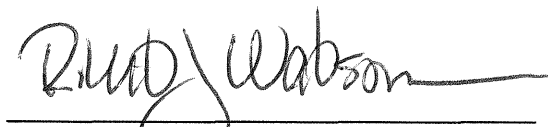
- A. On or about February 1 of the expiration year of the then current contract, the parties agree to enter into negotiations for a successor agreement. This Agreement constitutes notice to the Rochester School Board of the Administrator's intent to negotiate for a successor Agreement.

In Witness Whereof, the parties have hereto executed this Agreement this **3rd** day of August, 2011.

Rochester Administrative Unit

Rochester School Board


Valerie McKenney, Representative


Robert Watson, Chairman

Appendix A
Salary Schedule
FY 2012

<u>Tier 3</u>		Salary
Assistant Principal	ERS	\$65,520.00
Assistant Principal	WAS	\$65,520.00
Assistant Principal	McCl	\$65,520.00
Sp. Ed Coordinator	RMS	\$66,535.04
Sp. Ed Coordinator	SHS	\$66,535.04
Sp. Ed Coordinator	Central	\$67,716.48
Assistant Principal	Chamb	\$65,520.00
Assistant Principal	SHS	\$74,165.52
Assistant Principal	RMS	\$74,165.52
Athletic Director	SHS	\$74,165.52
Assistant Principal	SHS	\$74,165.52
Assistant Principal	RMS	\$74,165.52
Assistant Principal	SHS	\$74,165.52
CTE Director	SHS-Tech	\$74,165.52
Assistant Principal	SHS	\$74,165.52
<u>TIER 2</u>		
Principal	Maple	\$74,825.00
Curriculum Coordinator	Central	\$78,925.00
Principal	Gonic	\$79,950.00
Principal	ERS	\$80,323.00
Principal	WAS	\$82,630.38
Principal	Chamb	\$82,630.38
Principal	McCl	\$82,630.38
Director of Student Srvcs	Central	\$86,444.40
<u>Tier 1</u>		
Principal	RMS	\$94,179.71
Principal	SHS	\$100,743.75

APPENDIX A cont.
Salary Schedule
FY 2013

<u>Tier 3</u>		Salary
Assistant Principal	ERS	\$66,175.20
Assistant Principal	WAS	\$66,175.20
Assistant Principal	McCl	\$66,175.20
Sp. Ed Coordinator	RMS	\$67,200.39
Sp. Ed Coordinator	SHS	\$67,200.39
Sp. Ed Coordinator	Central	\$68,393.64
Assistant Principal	Chamb	\$66,175.20
Assistant Principal	SHS	\$74,907.18
Assistant Principal	RMS	\$74,907.18
Athletic Director	SHS	\$74,907.18
Assistant Principal	SHS	\$74,907.18
Assistant Principal	RMS	\$74,907.18
Assistant Principal	SHS	\$74,907.18
CTE Director	SHS-Tech	\$74,907.18
Assistant Principal	SHS	\$74,907.18
<u>TIER 2</u>		
Principal	Maple	\$74,937.24
Curriculum Coordinator	Central	\$79,043.39
Principal	Gonic	\$80,069.93
Principal	ERS	\$80,443.58
Principal	WAS	\$82,754.32
Principal	Chamb	\$82,754.32
Principal	McCl	\$82,754.32
Director of Student Srvcs	Central	\$86,574.07
<u>Tier 1</u>		
Principal	RMS	\$94,320.98
Principal	SHS	\$100,894.87

SIDEBAR A

Corrective Action Procedures Joint Committee

The School Board and Administrative Bargaining Unit agrees to establish a joint committee comprised of an equal number of representatives from each party to develop recommendations for corrective action procedures for administrators. These recommendations will be binding upon the mutual acceptance of the School Board and the Administrative Unit.

SIDEBAR B

Merit Pay Plan Joint Committee

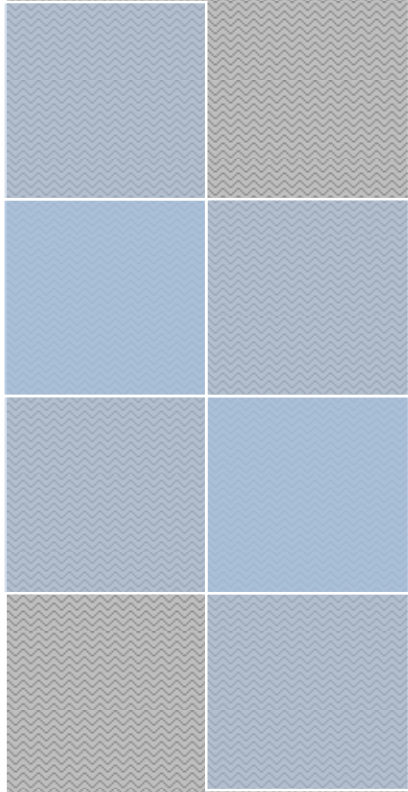
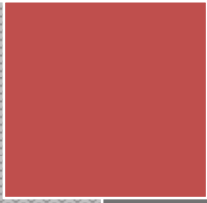
The School Board and Administrative Bargaining Unit agrees to establish a joint committee comprised of an equal number of representatives from each party to study a merit pay plan for administrators and develop a proposal for such a plan by December 1, 2011. These recommendations will be binding upon the mutual acceptance of the School Board and the Administrative Unit. It is agreed that the District will annually contribute a minimum of \$14,000 for merit stipends. It is agreed that merit stipends will be in addition to contracted administrative salaries and will not alter that the salary schedule.

SIDEBAR C

The School Board and Administrative Bargaining Unit agrees that the tiers used to group administrators within the salary schedules contained in this contract were based solely upon the existing salaries at the time of negotiations. All parties agree that the tiers were developed as a salary calculation device with no intent to bias subsequent contract negotiations.

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**RESOLUTION APPROVING COST ITEMS ASSOCIATED WITH
PROPOSED
CITY OF ROCHESTER
MULTI-YEAR COLLECTIVE BARGAINING
AGREEMENT WITH
Rochester Municipal Management Group
(Municipal Managers)**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That pursuant to, and in accordance with, the provisions of Chapter 273-A of the New Hampshire Revised Statutes Annotated, the cost items associated with the multi-year year collective bargaining agreement between the City of Rochester and the RMEA Bargaining Unit, covering the period July 1, 2014 to June 30, 2018, as set forth in the proposed contract, and as more particularly detailed on the attached "**EXHIBIT A: Municipal Management Cost Items - September 2014**", which includes a summary financial analysis of the annual costs of the contract to the City provided by the Rochester Director of Finance, is hereby approved.

Rochester Municipal Managers Group

Assumptions					
City Health Contribution		80/20	80/20	80/20	80/20
Health Plan	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750
Projected Health Increase			5.00%	5.00%	5.00%
Projected Wage Increase		2.5% COLA	0-3% MERIT	0-3% MERIT	0-3% MERIT
Wages	Current	FY15	FY16	FY17	FY18
Base Wages	819,472	839,959	860,958	882,482	904,544
Longevity	4,375	4,875	4,875	5,075	5,200
Total Wages	823,847	844,834	865,833	887,557	909,744
Dollar Change		20,987	20,999	21,724	22,187
% Change		2.55%	2.49%	2.51%	2.50%
Benefits					
Social Security	51,079	52,380	53,682	55,029	56,404
Medicare	11,946	12,250	12,555	12,870	13,191
Health Insurance	169,336	165,091	173,345	182,013	191,113
Opt Out	2,400	2,400	2,400	2,400	2,400
Dental	2,550	2,550	2,550	2,550	2,550
Life	2,360	2,419	2,480	2,542	2,605
STD	4,130	4,233	4,339	4,448	4,559
LTD	4,327	4,435	4,546	4,660	4,776
Total Rollups	248,127	245,758	255,896	266,509	277,599
Dollar Change		(2,369)	10,138	10,613	11,089
% Change		-0.95%	4.13%	4.15%	4.16%
Totals					
Total Wages Benefits & Rollups	1,071,974	1,090,592	1,121,729	1,154,066	1,187,342
Dollar Change		18,618	31,137	32,337	33,276
% Change		1.74%	2.86%	2.88%	2.88%

11 Total Employees - 100% FT



10/2/14

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT	Managers' Collective Bargaining Agreement
----------------	--

COUNCIL ACTION ITEM <input checked="" type="checkbox"/>	FUNDING REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
INFORMATION ONLY <input type="checkbox"/>	* IF YES ATTACH A FUNDING RESOLUTION FORM

RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input type="checkbox"/> NO <input type="checkbox"/>
--	---

AGENDA DATE	September 16, 2014 (Workshop)		
DEPT. HEAD SIGNATURE			
DATE SUBMITTED	2014-09-11		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	5	

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Blaine Cox
CITY MANAGER	Dan Fitzpatrick

FINANCE & BUDGET INFORMATION

DIRECTOR OF FINANCE APPROVAL	
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>	

LEGAL AUTHORITY

RSA 273-A: Public Employee Labor Relations
--

SUMMARY STATEMENT

The Municipal Managers' and the City's negotiating team have reached a Tentative Agreement on a collective bargaining agreement. The negotiating team seeks to present the details and cost items of this agreement to the City Council at the September 16, 2014 Council Workshop with the goal of Council adoption of the agreement at the October 7, 2014 Regular Meeting.

RECOMMENDED ACTION

The negotiating team recommends adoption of this agreement.

Cost Items for Tentative Agreement
Rochester Municipal Managers Group

Assumptions					
City Health Contribution		80/20	80/20	80/20	80/20
Health Plan	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750
Projected Health Increase			5.00%	5.00%	5.00%
Projected Wage Increase		2.5% COLA	0-3% MERIT	0-3% MERIT	0-3% MERIT
Wages	Current	FY15	FY16	FY17	FY18
Base Wages	819,472	839,959	860,958	882,482	904,544
Longevity	4,375	4,875	4,875	5,075	5,200
Total Wages	823,847	844,834	865,833	887,557	909,744
Dollar Change		20,987	20,999	21,724	22,187
% Change		2.55%	2.49%	2.51%	2.50%
Benefits					
Social Security	51,079	52,380	53,682	55,029	56,404
Medicare	11,946	12,250	12,555	12,870	13,191
Health Insurance	169,336	165,091	173,345	182,013	191,113
Opt Out	2,400	2,400	2,400	2,400	2,400
Dental	2,550	2,550	2,550	2,550	2,550
Life	2,360	2,419	2,480	2,542	2,605
STD	4,130	4,233	4,339	4,448	4,559
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11 Total Employees - 100% FT

CITY OF ROCHESTER
&
ROCHESTER MUNICIPAL MANAGER'S GROUP

8/22/14

TENTATIVE AGREEMENT

ARTICLE 5: GRIEVANCE PROCEDURE

1. Definition A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood, or misapplied, and a clear description of the relief sought.
2. Time Limits The time limits specified in this Article shall mean calendar days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.
3. General Provisions

The union shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing. Responses at all levels of the grievance procedure shall be communicated in writing to the president of the union or an authorized designee. The Union shall be responsible for contacting the employee. Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union to proceed directly to the next level.

The time limits for the processing of any grievances may be extended by written consent of both parties.

All grievances shall be initiated not later than ~~five (5)~~ **ten (10)** calendar days after the occurrence of the event giving rise to the grievance.

Both parties to this agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication of this process.

Step #1

The Group member and his/her Group Representative shall meet to discuss informally any violation of this Agreement with the City Manager within ~~seven (7)~~ **ten (10)** calendar days of said violation. If the Group member is not satisfied by the informal opinion/decision of the City Manager, the Group member will move on to step two.

Step #2

The Group member and his/her Group Representative shall submit in writing, within ~~seven (7)~~ **ten (10)** calendar days of the informal meeting, a summary of said

grievance. This summary shall specifically state the article of Agreement or implied condition that has been violated. The City Manager shall within ~~seven (7)~~ **ten (10)** calendar days, deliver his written decision/opinion to the Group and to the member. If the Group member and his/her representative are still not satisfied they may then move on the step three.

Step #3

If the Group has not reached an agreement, they may appeal to the new Hampshire Public Employee Labor Relations Board (PELRB) within ~~seven (7)~~ **ten (10)** days of step 2 for the appointment of an arbitrator. The decision of the PELRB arbitrator will be binding on both parties to this agreement. The cost of this arbitration shall be borne equally by the Group and the City.

The decision of the arbitrator shall be final and binding. However, either party may appeal the decision of the arbitrator pursuant to RSA 542. Any appeal not filed within forty-five (45) days of the arbitrators opinion shall be deemed waived.

ARTICLE 6: HOLIDAYS

1. Employees shall have the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

ARTICLE 7: VACATIONS

The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees who work a minimum of 40 hours a pay period. Applications for vacation leave shall be approved by the Department Head and shall be chosen based on seniority, except that no employee shall select more than two (2) weeks at one time until all employees have been given an opportunity to choose their preferred vacation time. ~~Vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year, except when, upon application by an employee, the City Manager shall have granted an exception to this section.~~ **Except for employees hired by the City after July 1, 2014, vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year.** Vacation time will be accrued during the probationary period but may not be taken until after successful completion of probation, except with approval of the employee's supervisor and the City Manager. After commencement of the first year of continuous full-time employment, each employee shall accrue paid vacation time at the rate of ten-twelfths (10/12) of a day for each month of full-time employment during each employment year through and including the fifth (5th) employment

year. After the commencement of the sixth (6th) year of full-time employment, each employee shall accrue paid vacation time at the rate of one and three-twelfths (1 3/12) days for each month of full-time employment during each employment year through and including the tenth (10th) employment year. After commencement of the eleventh (11th) year of full-time employment, each employee shall accrue paid vacation at the rate of one and eight-twelfths (1 8/12) days for each month of full-time employment during each employment year.

Illustrative Table:

0 - 5 years	10/12 th day/month	2 weeks/year
6 – 10 years	1 3./12 th day/month	3 weeks/year
11+ years	1 8/12 th day/month	4 weeks/year

Employees may opt to buy or sell vacation days in accordance with the Flexible Benefit Plan.

Employees hired by the City after July 1, 2014, shall have a maximum accumulation of vacation time one and one-half (1.5) times the annual accumulation amount. Effective July 1, 2015, all other employees (hired prior to July 1, 2014) may accumulate up to 2.0 times the annual vacation time accumulation amount but shall be limited to 1.5 times the annual vacation accumulation for the purposes of payout at the time of separation. Upon reaching the applicable maximum accumulation, monthly additions to the total shall cease until usage reduces the accumulation. Notwithstanding the foregoing, and in the event the employee's legitimate job responsibilities prevent vacation usage, the City Manager may grant an exception to the employee ceasing to accumulate vacation time or increase the limit of 1.5 times the annual vacation accruals paid at the time of separation. Upon application for an exception the employee shall submit a plan for vacation usage bringing the employee's accumulations within the above specified limits or to increase the payout at the time of separation as cannot otherwise be avoided. Approval of the vacation usage plan and the requested exception by the City Manager shall not be unreasonably withheld.

ARTICLE 14: LEAVE OF ABSENCE

Leave without pay may be granted upon the recommendation of the Department head and approved by the City ~~Manager~~ **Manager**. The City Manager may grant leaves without pay for such purposes and under such conditions as deemed in the best interest of the employee and the City. A leave of absence without pay may be granted with no loss of employment rights.

ARTICLE 17: EMERGENCY CLOSINGS

In the event that the City Manager determines that City services will be curtailed and/or

limited due to storms, power outages or other unforeseen circumstances, the non-essential employees so notified shall not be required to report to work, or employees who have reported for work shall be released without loss of pay. When an employee is unable to report to work due to weather conditions, and the City ~~[Manager]~~ **Manager** has not curtailed and/or limited city services, the employee may draw from vacation time or other appropriate leave. Employees who are not working and out on leave when City services are curtailed shall not be compensated for the emergency closing day. The provisions of this section shall apply to full and part-time regular employees (to include probationary employees for regular positions).

ARTICLE 27: FLEXIBLE BENEFITS PROGRAM

~~The City will reimburse the employee member up to \$250 of his/her deductible expenses as incurred for the first two years of the contract.~~

(New) The City reserves the right to re-open this agreement in the event that changes in health insurance regulations substantially increase, alter or impair the financial obligations of the City or subject its health insurance plans to fines, taxes and/or penalties.

ARTICLE 33: COMPENSATION AND WAGES

Effective July 1, 2014, employees in the bargaining unit shall receive a base rate adjustment of two and one-half percent (2.5%). This adjustment shall apply only to persons who are employed in the bargaining unit on the date the Agreement is approved by the City Council.

~~Effective July 1, 2012, employees in the bargaining unit shall receive a base rate adjustment of two and three-quarters percent (2.75%).~~

Effective July 1, **2015** employees in the bargaining unit will be eligible for an annual ~~a base rate adjustment of two and one half percent (2.5%).~~ merit pay wage increase of between zero percent (0.0%) and ~~five~~ **three** percent (~~5~~ **3.0**%) ~~shall be used at the beginning of any contract year thereafter (based upon the results of the annual performance evaluation process and the City's established Merit Pay Plan).~~ **See attached Exhibit A.** Any merit salary increase so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process to be completed **as set forth below** ~~by May 15th of each year.~~ The department head will consider the written evaluation, the personnel file, recommendations of the supervisor and such other information to determine the base wage adjustment. Merit pay increases will not be diminished because of financial considerations of the Department or the City.

Extraordinary Annual Bonus:

The City Manager may award up to a 2.0% annual bonus for extraordinary service to the City of Rochester or its taxpayers by a bargaining unit employee. This bonus shall be in addition to any merit pay and shall be paid in the first pay period of December. This bonus shall not be added to the employee's base wages. The grant or failure to grant this extraordinary annual bonus by the City Manager shall not be subject to the grievance process.

Evaluation Process:

By February 1 of each year of this contract, the Immediate Supervisor shall complete a draft evaluation of each position/employee within the bargaining unit. The evaluation shall utilize the evaluation instrument attached as Exhibit A. The Immediate Supervisor shall meet with each unit employee prior to February 15th to discuss the draft evaluation.

The Immediate Supervisor shall thereafter fill out a Merit Pay worksheet for each employee and assign the merit pay increase in accordance therewith. By March 15th, the employee's Immediate Supervisor shall advise the employee of the assigned merit increase and any recommendations from the immediate supervisor for an additional annual bonus for extraordinary service (See section 3 below). The City Manager shall approve all evaluations and wage adjustments no later than May 1st of the then current year. Wage increases shall be effective from July 1 to June 30th.

Appeal Process

Any unit employee that is dissatisfied with their assigned wage increase may ask for a meeting with the City Manager within 10 days of receipt of notification of their wage increase. Employees that receive less than a 1.0% wage increase may appeal the recommended wage increase to the Personnel Advisory Board (PAB) for an opinion within thirty (30) days after July 1 of each respective year. The parties will submit their prospective positions in writing to the PAB with the City bearing the burden of production and proof. The parties will submit their respective positions within 15 days of a request for an appeal or upon an agreed on date. If the PAB finds the rating of the City unreasonable in any manner the City Manager shall adjust the merit pay accordingly. The employee may appeal to the NHPELRB if he/she is dissatisfied with the ruling of the PAB.

Meet and Confer:

The City agrees to meet and confer with the Union no later than November 15, 2015 to discuss how the merit pay process worked during the first year of implementation. The Parties may agree, by addendum, to modify the process and/or evaluation instrument as may be mutually agreeable.

Pay Ranges:

The pay ranges contained in the salary schedule will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua **(from November to November of the year preceding the effective date of the pay range adjustment)** , 2012 and on July 1, 2013. Any future adjustment in the pay ranges shall be negotiated by the parties. From the date of this agreement through June 30, 2014, and to the extent there is a conflict between the salary ranges and the specified percentage pay increases set forth herein, the specified percentage pay increase shall control. **To the extent an employee's proposed merit increase causes the employee to exceed his/her pay range, the employee shall be entitled to an amount not to exceed two percent (2.0%) above the then top of the pay range. Any amount due that exceeds the top of the pay range, shall be paid in a lump sum amount in the first pay period in December and shall not become part of base wages.**

ARTICLE 32: DURATION

This Agreement shall be effective on the date of City Council approval and expire on June **30, 2018**. Nothing in this agreement will be retroactive unless it is specifically described as such and the cost of such items is specifically approved by the City Council.

WAGE/SALARY SCHEDULE - MUNICIPAL MANAGERS GROUP

Grade	Position	FY15	
		Exempt Min	Exempt Max
10	City Clerk	55,677.57	74,600.50
11	Chief Assessor	58,487.33	78,402.09
11	Tax Collector	58,487.33	78,402.09
12	Director of Welfare	61,424.95	82,279.89
12	Systems Supervisor	61,424.95	82,279.89
13	Director of Recreation	64,438.31	86,415.33
13	Director of Code Enforcement	64,438.31	86,415.33
13	Economic Development Manager	64,438.31	86,415.33
13	Library Director	64,438.31	86,415.33
14	Director of Planning	67,718.23	90,761.48
17	Director of Public Works	78,385.62	105,056.57
17	Fire Chief	78,385.62	105,056.57

EXHIBIT A

City of Rochester, NH
Supervisory Employee Performance Appraisal Form

Employee Name:

Position Title:

Department and Supervisor:

Appraisal Period:

Type of Performance Appraisal: Annual ☐

End of Introductory Period ☐

Other (Describe):

A. Objectives of Performance Appraisal Process

- To provide the employee with an evaluation of their work performance.
- To provide the employee with a formal opportunity to provide input on their work performance and goals.
- To identify and document the employee's strengths and areas for improvement, and to specify goals for improving performance as needed.
- To provide clear expectations regarding the employee's goals and priorities for the next evaluation period.
- To inform decisions regarding appropriate compensation based on performance.
- To inform decisions regarding transfers, promotions and continued employment with the City.

B. Performance Rating Descriptions

OUTSTANDING (O): Performance consistently far exceeds all position requirements and expectations. Quality and quantity of work are always far above standards for the position.

COMMENDABLE (C): Performance consistently meets and frequently exceeds all position requirements and expectations. Quality and quantity of work usually exceed standards for the position.

FULLY COMPETENT (FC): Performance consistently meets position requirements and expectations, and sometimes exceeds expectations. Exhibits skills and abilities needed to effectively accomplish job responsibilities.

NEEDS IMPROVEMENT (NI): Performance sometimes meets position requirements and expectations, but not always. Frequently needs direction or assistance in fulfilling responsibilities. Improvements are needed to become fully competent.

UNSATISFACTORY (U): Performance falls seriously below expectations for the position. Immediate improvement is needed.

C. Performance Factors

For each section, provide a rating and specific comments and examples to support the rating.

a. Job Knowledge and Skills

Understanding of job responsibilities and skills in performing job, including financial management.

Performance Rating: O C FC NI U

Examples and Comments:

b. Management Effectiveness & Communications

Demonstrated ability to communicate, lead, train, supervise and direct staff to complete assigned duties effectively.

Performance Rating: O C FC NI U

Examples and Comments:

c. Quality of Work and Initiative

Accuracy and thoroughness of work; degree to which work meets expected standards; initiative, completeness, demonstrated ability to use good judgment and make sound decisions.

Performance Rating: O C FC NI U

Examples and Comments:

d. Policy & Procedures

Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable legal requirements for position; attention to safety; effectiveness in ensuring employee compliance with applicable policies and procedures.

Performance Rating: O C FC NI U

Examples and Comments:

e. Cooperation, Flexibility and Teamwork

Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and effectiveness in leading subordinates to do the same.

Performance Rating: O C FC NI U

Examples and Comments:

f. Courtesy & Service Quality

Demonstrated respect and courtesy shown to subordinates, colleagues, City management, members of the public and customers; commitment to providing consistent quality service.

Performance Rating: O C FC NI U

Examples and Comments:

g. Other Important Performance Factors for Employee's Position.

Describe: _____

Performance Rating: O C FC NI U

Examples and Comments:

D. Review of Previous Goals (if applicable)

After reviewing the employee's goals in the previous performance appraisal, identify each goal and the extent to which the employee met each goal:

E. Notable Accomplishments

If applicable, identify any other notable accomplishments by the employee that contributed to the success of City operations, customer relations or other areas.

F. Areas Requiring Improvement

For any performance factor in Section C where the employee received a rating of Needs Improvement or Unsatisfactory, provide specific action steps for the employee and deadline for achieving improvement.

G. Overall Performance Rating

Overall Performance Rating:	O	C	FC	NI	U
<i>Comments:</i>					

H. Acknowledgment and Signatures

Supervisor: I discussed this performance appraisal him/her on _____.

Signature **Date:** _____

Employee: This performance appraisal was discussed with me. I have reviewed this appraisal and understand its contents. I understand that I have the right to attach a response to this form.

Signature **Date:** _____

City Manager signature: _____ **Date:** _____

CITY OF ROCHESTER
RMMG MERIT PAY WORKSHEET

1. Job Knowledge and Skills (Maximum of 20 Points).

Understanding of job responsibilities and skill in performing job, including financial management.

2. Management Effectiveness & Communications (Maximum 20 Points).

Demonstrated ability to communicate, lead, train, supervise and direct staff to complete assigned duties effectively.

3. Quality of Work and Initiative (Maximum 15 points).

Accuracy and thoroughness of work; degree to which work meets expected standards; initiative, completeness, demonstrated ability to use good judgment and make sound decisions.

4. Policy & Procedures (Maximum 10 points).

Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable legal requirements for position; attention to safety; effectiveness in ensuring employee compliance with applicable policies and procedures.

5. Cooperation, Flexibility and Teamwork (Maximum 20 Points).

Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and effectiveness in leading subordinates to do the same.

6. Courtesy & Service Quality (Maximum 15 points)

Demonstrated respect and courtesy shown to subordinates, colleagues, City management, members of the public and customers; commitment to providing consistent quality service.

5. Other Important Performance Factors for Employee's Position (Bonus: Maximum of 20 Points)

Describe: _____

Merit Pay IncreaseTotal Points Awarded _____ Total Merit Pay Increase _____¹_____
Date_____
Immediate Supervisor_____
Date_____
City Manager

SCORING KEY:	10 Point Scale	20 Point Scale
OUTSTANDING (O):	9-10 points or	18-20 points.
COMMENDABLE (C):	7-8 points or	15-17 points.
FULLY COMPETENT (FC):	4-6 points or	9-14 points.
NEEDS IMPROVEMENT (NI):	2-3 points or	4-8 points.
UNSATISFACTORY (U):	0-1 point or	0-3 points

¹ **Merit Pay Calculation:** Total points divided by 100 X 3.0 = Percentage salary increase. Example: 93 points divided by 100 = .93 X 3.0 = 2.79% salary increase. Note: Maximum is 3.0% in merit pay.

Expired Agreement

AGREEMENT

between

CITY OF ROCHESTER

and

ROCHESTER MUNICIPAL MANAGEMENT GROUP

May 1, 2012

to

July 1, 2014

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ARTICLE 1: RECOGNITION

The City of Rochester (City) recognizes the Rochester Municipal Management Group (Union) as the exclusive representative for all employees in the following positions:

City Clerk, Chief Assessor, Tax Collector, Director of Welfare, Systems Supervisor, Director of Recreation, Director of Code Enforcement, Economic Development Manager, Library Director, Director of Planning, Director of Public Works and Fire Chief.

ARTICLE 2: MANAGEMENT RIGHTS

The City retains traditional rights to manage and direct the affairs of the employer in all of its various aspects and to manage and direct its employees, pursuant to managerial policy within the exclusive prerogative of a public employer as defined by RSA 273-A:1, XI, including but not limited to the following: to plan, direct, control and determine all operations and services of the City; to direct the working forces; to establish the qualifications for employment; and to lay off employees for lack of work or lack of funds; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations are to be conducted; to make and enforce rules and regulations; to employ, discipline, suspend, demote and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 3: PROBATION

1. All newly hired employees not currently employed by the City of Rochester shall be in a probationary status for twelve (12) months and not subject to the agreement.
2. Employees currently employed by the City, promoted to positions in this bargaining unit shall serve a probationary period of six (6) months. The promoted employee may return to the previous position for a period of thirty (30) days as a matter of right. Thereafter, the promoted employee may return to the previous position for a period of five (5) months if it remains unfilled and is allowed by the contract of the bargaining unit in question. All aspects of this contract shall apply except that the City may determine in its sole discretion that the employee is not an appropriate fit for this position.

ARTICLE 4: DISCIPLINARY POLICY

1. The City agrees that it shall only discipline or discharge bargaining unit members for cause. The term "discharge" shall not include termination of employment directly caused by departmental reduction or restructuring.
2. The bargaining unit member has the right to request a union representative at any meeting where disciplinary matters are discussed.
3. Disciplinary action will normally be taken in the following order:
 - a. Verbal warning
 - b. Written warning
 - c. Suspension
 - d. Discharge
4. The parties recognize that certain infractions are sufficiently serious to merit immediate suspension or discharge. Nothing herein shall serve to deprive any bargaining unit member of his/her rights under law.

ARTICLE 5: GRIEVANCE PROCEDURE

1. Definition A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood, or misapplied, and a clear description of the relief sought.
2. Time Limits The time limits specified in this Article shall mean calendar days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.
3. General Provisions

The union shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing.

Responses at all levels of the grievance procedure shall be communicated in writing to the president of the union or an authorized designee. The Union shall be responsible for contacting the employee.

Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union to proceed directly to the next level.

The time limits for the processing of any grievances may be extended by written consent of both parties.

All grievances shall be initiated not later than five (5) calendar days after the occurrence of the event giving rise to the grievance.

Both parties to this agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication of this process.

Step #1

The Group member and his/her Group Representative shall meet to discuss informally any violation of this Agreement with the City Manager within seven (7) calendar days of said violation. If the Group member is not satisfied by the informal opinion/decision of the City Manager, the Group member will move on to step two.

Step #2

The Group member and his/her Group Representative shall submit in writing, within seven (7) calendar days of the informal meeting, a summary of said grievance. This summary shall specifically state the article of Agreement or implied condition that has been violated. The City Manager shall within seven (7) calendar days, deliver his written decision/opinion to the Group and to the member. If the Group member and his/her representative are still not satisfied they may then move on the step three.

Step #3

If the Group has not reached an agreement, they may appeal to the new Hampshire Public Employee Labor Relations Board (PELRB) within seven (7) days of step 2 for the appointment of an arbitrator. The decision of the PELRB arbitrator will be binding on both parties to this agreement. The cost of this arbitration shall be borne equally by the Group and the City.

The decision of the arbitrator shall be final and binding. However, either party may appeal the decision of the arbitrator pursuant to RSA 542. Any appeal not filed within forty-five (45) days of the arbitrators opinion shall be deemed waived.

ARTICLE 6: HOLIDAYS

1. Employees shall have the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

And such other days as may be designated from time to time by the City Manager.

2. When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. If at all possible the holidays will coincide with the Rochester School calendar, at the City Manager's discretion. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees.

ARTICLE 7: VACATIONS

The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees who work a minimum of 40 hours a pay period. Applications for vacation leave shall be approved by the Department Head and shall be chosen based on seniority, except that no employee shall select more than two (2) weeks at one time until all employees have been given an opportunity to choose their preferred vacation time. Vacation time will be accrued during the probationary period but may not be taken until after successful completion of probation, except with approval of the employee's supervisor and the City Manager. Vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year, except when, upon application by an employee, the City Manager shall have granted an exception to this section. After commencement of the first year of continuous full-time employment, each employee shall accrue paid vacation time at the rate of ten-twelfths (10/12) of a day for each month of full-time employment during each employment year through and including the fifth (5th) employment year. After the commencement of the sixth (6th) year of full-time employment, each employee shall accrue paid vacation time at the rate of one and three-twelfths (1 3/12) days for each month of full-time employment during each employment year through and including the tenth (10th) employment year. After commencement of the eleventh (11th) year of full-time employment, each employee shall accrue paid vacation at the rate of one and eight-twelfths (1 8/12) days for each month of full-time employment during each employment year.

Illustrative Table:

0 - 5 years	10/12 th day/month	2 weeks/year
6 – 10 years	1 3./12 th day/month	3 weeks/year
11+ years	1 8/12 th day/month	4 weeks/year

Employees may opt to buy or sell vacation days in accordance with the Flexible Benefit Plan.

ARTICLE 8: PERSONAL DAYS

Each eligible employee shall be entitled to two (2) non-cumulative Personal Days when hired and each year thereafter, granted on the employee's anniversary date. Personal days may be taken for any purpose except as substitution for suspension as a result of disciplinary action. Personal days must be scheduled and approved by the Department Head, except that direct report to the City Manager must be approved by the City Manager, in accordance with the employee's preference and the needs of the Department. As much notice as practicable shall be provided.

ARTICLE 9: SICK LEAVE

1. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees. Sick leave shall be computed and accrued on a monthly basis, including the probationary period of an employee. Sick leave with pay shall be granted to all employees at the rate of one (1) day per calendar month worked, credited at the end of the month. Employees hired prior to November 1, 1998, who elected to continue their current plan, shall be allowed accruals up to one hundred and twenty (120) days. Group members hired November 1, 1998 or later shall be allowed sick leave accrual up to twenty (20) days.
2. Employees completing twelve (12) consecutive months of employment without taking sick leave will be granted one (1) non-accumulative personal day. Employees may, at their discretion and with Department head approval, sell their non-accumulative personal day during the annual open enrollment period. This provision relates only to the non-accumulative personal day awarded for non-use of sick leave for twelve (12) consecutive months.
3. Up to three additional days each year (non-accumulative from year to year) may be taken by an employee when the ill health of a member of the employee's immediate family requires the employee's care. For purposes of this section, an employee's immediate family shall be deemed to be the spouse, child, stepchild, mother, father, or other dependents living in the same household. An exception may be made by the Department head where extenuating circumstances exist.
4. Employees who terminate their employment through retirement shall be entitled to a lump sum payment for three-quarters of the number of accumulated days due at the rate of pay at the time of termination of service, not to exceed seventy-five percent of one hundred and twenty (120) days accumulated sick leave. For the purpose of this section, retirement shall be defined as having completed ten (10) consecutive years of service with the City of Rochester and being eligible to retire under the New Hampshire Retirement System or other retirement plan paid in part or in full by the City.
5. Employees who terminate their employment by voluntary resignation, and who have served at least ten (10) years with the City of Rochester, shall be entitled to a lump sum payment for one-half of the accumulated sick leave due them, at the employee's rate of pay at the time of termination, not to exceed fifty (50%) percent of one hundred and twenty (120) days accumulated sick leave. In the event of termination by reason of death, said payment in the amount of 50% of accrued sick leave shall be made to his/her beneficiary.

6. Sick leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of actual illness or to keep necessary medical appointment. Sick leave shall be used in minimum blocks of two (2) hours.
7. To receive compensation while absent on sick leave, the employee shall notify his/her Department head prior to the time set for beginning his/her daily duties or as may be specified by the Department Head. At the discretion of the Department head, a doctor's certificate may be required for absence due to illness in excess of three (3) days. If the Department head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the City Manager, Department Head, or Division Head.
8. Abuse of sick leave privilege may be cause for dismissal. Sick leave shall be recorded regularly in the personnel records and the personnel Officer shall review all sick leave records periodically and shall investigate cases, which indicate abuse of the privilege.

ARTICLE 10: SICK LEAVE TRANSFER

The City Manager may grant a sick leave transfer to an employee if it is determined to be in the best interests of the City and if the following conditions are met.

1. The request must be in writing and for an extended illness of three or more week's duration.
2. The employee must first use all other available paid leave.
3. Employees recovering from a workers' compensation injury or illness are not eligible.
4. Employees who wish to donate sick leave must still have 15 days left after the donation is made and may donate no more than 5 days in one year.
5. Donations are strictly voluntary and anonymous.
6. Donations of leave under this section do not affect eligibility for receipt of a personal day for not using sick leave in a twelve-month period.

ARTICLE 11: BEREAVEMENT LEAVE

Bereavement leave shall be granted as follows:

1. Special leave of five (5) consecutive days, including working and non-working days from the date of death, without any loss of wages in the event of the death of a spouse or child.
2. Special leave of three (3) consecutive days, including working and non-working days from the date of death, in the event of death of employee's:

Father	Mother
Sister	Brother
Father-in-law	Mother-in-law
Grandchild	or person domiciled in employee's household.

3. Special leave of one (1) working day with pay shall be granted to attend funeral of employee's:

Grandmother	Sister-in-law
Grandfather	Brother-in-law
Aunt	Uncle

4. Upon written approval of Department Head, two (2) additional days with pay may be granted for the above when there are extenuating circumstances.

ARTICLE 12: JURY DUTY

An employee called as a juror will be paid the difference between the fees received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's Department Head. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

ARTICLE 13: MILITARY LEAVE

Any permanent employee who is a member of the Reserve Component of the Armed Forces of the United States, and is activated or required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed three (3) weeks in any one (1) year, in addition to the annual vacation leave, provided the amount of base pay paid to such employee for such leave of absence shall be the difference between his compensation for military activities as shown by a statement by military authorities giving rank, pay and allowance, and the amount of employee's regular wage.

ARTICLE 14: LEAVE OF ABSENCE

Leave without pay may be granted upon the recommendation of the Department head and approved by the City Manager. The City Manager may grant leaves without pay for such purposes and under such conditions as deemed in the best interest of the employee and the City. A leave of absence without pay may be granted with no loss of employment rights.

ARTICLE 15: HOURS OF WORK

1. Non Salaried employees: The employees shall work days and hours determined by the Department head or the City Manager in the case of any non-salaried Department Head schedule. Overtime shall be paid for any work performed beyond the 40 hours in a week, and for staffing boards and committees after 6PM or working on Saturday or Sunday.
Salaried employees: An employee who, under this agreement, regularly receives each pay period a predetermined or fixed amount of money constituting compensation, based on a predetermined amount of wages to be paid as determined by a weekly rate and which amount is not subject to reduction because of variations in the quality or quantity of the work performed and regardless of the hours or days. Salaried employees do not have a fixed schedule.
2. The City recognizes the Group is composed of salaried and hourly, professional members whose hours and methods of work are defined by the requirements of their respective positions.
3. Non-Salaried employees may request to be compensated with compensatory time at the rate of one and one half (1 ½) hours for each hour of overtime worked. All overtime must receive the prior approval of the Department Head. If compensatory time is to be used to compensate overtime hours, the employee and the Department Head prior to the hours being worked must agree to it. Compensatory time may be accrued to a total of forty (40) hours. All compensatory time must be used by June 15 of each year or it will be paid out as overtime on the next pay day. An hourly employee called back to work after normal working hours, shall be paid one and one half (1 ½) time the employee's regular hourly rate of pay for a minimum of two (2) hours for each such call back.

ARTICLE 16: WORKING OUT OF CLASSIFICATION

Employees assigned in writing by the City Manager or designee to work in a position with a higher labor grade shall, after working in such position for three (3) weeks, receive a non-retroactive ten percent (10%) premium on his/her base compensation, but in no case more than the base salary of the employee being replaced. After working in such a position for six (6) weeks or more, the employee shall receive the greater of a 10% premium or the bottom of the range for that position. If the assignment to a position with higher labor grade is planned or expected, the pay arrangement above for working three (3) weeks will commence at the beginning of the assignment.

In the case of an employee working temporarily in the position of City Manager, the assignment shall be made by either the City Manager or the City Council. The salary for working as City Manager will be determined by mutual agreement between the employee and the City Manager or City Council.

ARTICLE 17: EMERGENCY CLOSINGS

In the event that the City Manager determines that City services will be curtailed and/or limited due to storms, power outages or other unforeseen circumstances, the non-essential employees so notified shall not be required to report to work, or employees who have reported for work shall be released without loss of pay. When an employee is unable to report to work due to weather conditions, and the City Manager has not curtailed and/or limited city services, the employee may draw from vacation time or other appropriate leave. Employees who are not working and out on leave when City services are curtailed shall not be compensated for the emergency closing day. The provisions of this section shall apply to full and part-time regular employees (to include probationary employees for regular positions).

ARTICLE 18: WORKERS' COMPENSATION

1. An employee out of work due to a job-connected injury shall receive worker's compensation. The difference between the amount paid to the employee through worker's compensation and the employee's regular wage shall be paid to the employee by the City for a period of the first twenty (20) work days of said job connected injury; said amount shall not be charged against the employee's accumulated sick leave or vacation time. The actual payment of wages shall be a combination of the worker's compensation benefit as determined by the Department of Labor and a supplemental payment by the City which will be the difference between the worker's compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.
2. At the end of the twenty (20) day period of said job connected injury, the employee shall continue to receive both worker's compensation benefit and the difference between that benefit and the employee's regular compensation, except that the differential between the worker's compensation benefit and the employee's regular compensation shall be charged against the employee's accrued sick leave, if any, and thereafter, against vacation leave. The employee may elect to receive only the worker's compensation benefit and decline to receive the differential between the worker's compensation benefit and the regular weekly compensation, so as to avoid the charge against sick leave or vacation leave.
3. In the event that a physician finds that the employee is permanently incapacitated, the employee shall apply for NHRS disability retirement benefits. If the employee is awarded a disability retirement under the provisions of the New Hampshire Retirement Law, the commencement of payments under the New Hampshire Retirement Law shall end the City's obligation to provide the difference between the worker's compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.

ARTICLE 19: TEMPORARY ALTERNATE DUTY

In accordance with RSA 281-A:23-b, employees will be provided temporary alternate work opportunities if disabled by a work-related injury or illness. The City will make every effort to utilize Temporary Alternative work opportunity if they are appropriate to the situation. As soon as the treating physician has released the employee to lighter duties than his/her current position requires, the employee will be called upon to return to employment in a temporary alternative position. Such re-assignment may be in the same department of such employee unless working the same department is deemed by the employee's physician to be a detriment to the employee's recovery.

ARTICLE 20: DEFENSE OF LAW SUITS

In accordance with RSA 31:105, the City shall indemnify and hold harmless any Group member covered by this Agreement from any and all losses, including reasonable attorney's fees of attorney(s) selected by the City and other expenses of defense, in connection with any claim, demand, action, suit or judgment arising out of any act or omission of the Group member if, at the time of the act or omission, the Group member was acting in good faith and within the scope of his/her employment or office.

ARTICLE 21: RETIREMENT

Membership in the State of New Hampshire Retirement System is mandatory for all full-time regular employees. The employee's share of cost for the retirement benefit shall be deducted from the employee's pay in accordance with amounts established by the New Hampshire Retirement System.

ARTICLE 22: UNIFORMS

The City shall initially provide all articles of uniforms which are required by the City. Uniform articles damaged in the line of duty shall be repaired or replaced by the City.

At the time of termination of employment, employees are required to return all articles of uniforms provided by the City.

The City shall provide cleaning of uniforms required to be worn by the Chief Wastewater Operator, Chief Water Operator, and Department of Public Works supervisors in Highways, Utilities and Buildings and Grounds, in accordance with current practice. Fire Department employees shall receive five hundred dollar (\$500.00) clothing allowance per year, to be administered in accordance with the current practice.

ARTICLE 23: EDUCATIONAL REIMBURSEMENTS

The following Educational Reimbursement Incentive Policy will apply to all City employees after one (1) year of service. The City agrees to provide reimbursement for courses if all of the following are met:

1. The course is approved in advance by the Department head;
2. The course is related to the employee's job or as part of a career development program;
3. There is sufficient funding in the budget for that purpose;
4. No more than three (3) courses per fiscal year unless approved by the City Manager;
5. Reimbursement for only the cost of the course will be as follows:
100% for an A grade; 90% for a B grade; and 70% for a C grade. If the course is pass/fail, a grade of pass will qualify for 100% reimbursement.

Proof of course completion and grade attainment must be submitted before reimbursement.

ARTICLE 24: UNION BUSINESS LEAVE

1. The officers and representatives of the Union are as follows: President, Vice President, Secretary/Treasurer, and Stewards. The President of the Union shall provide the City with a roster of officers and representatives and keep the City informed of any changes in that roster.
2. Up to three (3) representatives of the Union shall be allowed time off for negotiations or conferences with City Officials, without loss of pay or benefits, provided that the City's operations shall always take priority over other business. Off-duty personnel will not be compensated for such negotiations, conferences or hearings.
3. Officers of the Union shall be granted time off, without loss of pay, to conduct union business that cannot be conducted during off-duty time.
4. Officers and/or representatives of the Union shall be granted time off, without loss of pay, to attend training classes without loss of pay or benefits to further management-employee relations.
5. The number of days off with pay and benefits under paragraphs 3 and 4 shall not exceed an aggregate of four (4) days for the entire bargaining unit per calendar year. All requests for leave pursuant to paragraphs 3 and 4 shall be submitted in writing to the City Manager no less than ten (10) working days prior to the date of the requested leave.
6. Any Officer or Steward of the Union shall be allowed to investigate any situation/issue brought to his/her attention by either union members or management. If the nature of the issue is such that expedited handling will result in prompt disposition thereof without interference to department operations then management shall allow the Officer/Steward to investigate the matter while on duty, provided that City operations will always take priority over other business. It is further understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall only be paid during their regularly scheduled workweek.

ARTICLE 25: REDUCTIONS IN FORCE

In the event of layoff, the City shall lay off in inverse order of employment in the class and department involved. The Department head shall give written notice to the employees affected by a layoff four (4) weeks before the effective date of the action. If there is a recall within fourteen (14) months for positions made vacant by a layoff, available laid-off employees shall be recalled according to classification and seniority. Seniority and accumulated leave (if not paid to the employee upon layoff) shall be restored to the level attained at the time of layoff if recalled within fourteen (14) months.

Employees who are eligible for recall shall be sent a recall notice by registered mail, return receipt requested. The employee must notify the City Manager within three (3) weeks after receiving the notice of recall of their intention to return to work. Failure by the employee to so notify the City Manager shall represent a decision not to accept the recall. The City shall be deemed to have fulfilled its obligations under this section by mailing the recall notice by registered mail, return receipt requested, to the last address provided by the employee. It shall be the obligation and responsibility of the employee to immediately notify the City Manager of any changes in mailing address during the fourteen (14) month period from layoff provided by this section, or extension thereof.

ARTICLE 26: DUES DEDUCTION

Upon an individual written authorization form signed by the employee and approved by the Union, the City agrees to deduct from each employee's regular paycheck, a sum for the Union dues to be paid to the Union monthly.

ARTICLE 27: FLEXIBLE BENEFITS PROGRAM

With the exception of the Health Plans offered and provisions for selling accrued leave, the meaning and intent is to provide the same level of benefit and coverage under the Flexible Benefit Program that is available to employees prior to the implementation of this agreement.

HEALTH PLAN OPTIONS

All full-time regular employees shall be provided with comprehensive medical insurance coverage through the Flexible Benefits Program as offered by the City of Rochester.

The City's contribution to medical insurance premiums shall be limited to 80% of the MTB20IPDED-RX10/20/45 plan. The following plans will be offered to employees:

- a) MTB20IPDED-RX10/20/45
 Anthem Matthew Thornton HMO plan
 \$250/750 deductible
 Co-pays: \$20 office visits and \$150 ER visits
 RX co-pays: \$10/20/45 34-day retail or 90-day mail order
- b) MTB5-RX\$10/20/45
 Anthem Matthew Thornton HMO plan
 No deductible
 Co-pays: \$5 office visits and \$25 ER visits
 RX co-pays: \$10/20/45 34-day retail or 90-day mail order

The City will reimburse the employee-member up to \$250 of his/her deductible expenses as incurred for the first two years of the contract.

The employee share of premiums shall be paid by the individual employee through payroll deductions.

The City and the Union agree that the City reserves the right to select and substitute alternative health plans to replace the existing health plans identified above. Such alternative plans must provide employees with services that are equal or comparable to the above mentioned plans. The Union will also agree that the City may add any other plans as long as the plans are optional.

Employees that have medical coverage through their spouse may choose to "opt out" or "opt down" of participation in the City-sponsored plan. If employees opt out or opt down, they will receive a portion of the monthly premium savings that can be used to offset the cost of other benefits or receive it as taxable compensation in their paychecks throughout the year.

The amount the employee can receive depends on their eligible coverage level, as shown in this chart:

Eligible Coverage Level*	Annual Opt-Out Amount
Family Coverage	\$2,400
2-Person Coverage	\$1,600
Single Coverage	\$1,000
Eligible/Chosen Level**	Annual Opt-Down Amount
Family to Single Coverage	\$1,200
Family to 2-Person Coverage	\$750
2-Person to Single Coverage	\$750

**Eligible coverage level refers to the number of eligible dependents the employee has.*

***Eligible/chosen coverage level refers to an employee that chooses a plan lower than their eligible coverage level.*

To opt out, employees must provide proof of comprehensive insurance coverage elsewhere.

REIMBURSEMENT ACCOUNTS

Reimbursement accounts offer a tax effective way to pay certain healthcare and dependant care expenses. Two types of reimbursement accounts are available to all employees:

- Healthcare reimbursement account (maximum annual contribution \$2,500)
- Dependent care reimbursement account (maximum annual contribution – the lesser of the follows:
 - \$5,000 if you are married and file joint tax returns, or if you are single,
 - \$2,500 if you are married and file separately, or
 - The lower of you and your spouse's income

These deductions shall be prorated for employees who are employed for less than a full calendar year.

DENTAL INSURANCE

All employees covered by this agreement are provided with the Northeast Delta Dental Plan through the Local Government Center. That plan or one with the same or greater benefits is provided by the City with the City paying up to two hundred and fifty dollars (\$250.00) per year towards the cost of the benefit. Employee pays costs above that amount through the Flexible Benefits Program and payroll deductions. The Base Option V Coverage A, B; Mid Option III Coverage A, B, C and High Option I coverage A, B, C, and D are available to the employee in either Single, Two-Person or Family Plans.

DISABILITY INCOME PROTECTION

Full Coverage Plan

The Full Coverage Plan is mandatory for employees hired after November 1, 1998. It includes three separate and distinct elements:

- a) Sick Leave Account
- b) Short-Term Disability (STD) Plan
- c) Long-Term Disability (LTD) Plan

Limited Plan

With this plan, if you are unable to work because of accident or illness, you will receive 100 percent of your salary for as many sick days as you have accrued, to a maximum of 120 days.

Limited Plan Plus

Employees hired prior to November 1, 1998, may continue their participation in the sick leave program in place at that time and purchase LTD insurance.

LIFE INSURANCE

The City pays 100% of the cost of a basic amount of life insurance protection for all employees. This "core coverage" is equal to one times the employee's base salary. Employees can choose to purchase additional "supplemental coverage". The cost of any additional insurance will be made through payroll deductions or offset by any remaining city-provided benefit funds.

BUY/SELL ACCRUED LEAVE

During the City's open enrollment period, and part of the Flexible Benefits Program, employees may opt to buy or sell back to the City up to six (6) days of accrued vacation or sell back to the City one (1) day of accrued earned personal leave in exchange for Benefit Bucks (used for the employee's share of medical, dental and/or supplemental life insurance). However, after the exchange, the employee still must have at least five (5) days of vacation leave.

ARTICLE 28: COMPENSATION AND WAGES

Effective on the date of City Council approval, employees in the bargaining unit shall receive a base rate adjustment of two and one-half percent (2.5%). This adjustment shall apply only to persons who are employed in the bargaining unit on the date the Agreement is approved by the City Council.

Effective July 1, 2012, employees in the bargaining unit shall receive a base rate adjustment of two and three-quarters percent (2.75%).

Effective July 1, 2013 employees in the bargaining unit will be eligible for a base rate adjustment of two and one half percent (2.5%). Merit pay of between zero percent (0.0%) and five percent (5.0%) shall be used at the beginning of any contract year thereafter (based upon the results of the annual performance evaluation process and the City's established Merit Pay Plan). Any merit salary increase so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process to be completed by May 15th of each year. The department head will consider the written evaluation, the personnel file, recommendations of the supervisor and such other information to determine the base wage adjustment. Merit pay increases will not be diminished because of financial considerations of the Department or the City.

The pay ranges contained in the salary schedule will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua (using the Portsmouth formula) on July 1, 2012 and on July 1, 2013. Any future adjustment in the pay ranges shall be negotiated by the parties. From the date of this agreement through June 30, 2014, and to the extent there is a conflict between the salary ranges and the specified percentage pay increases set forth herein, the specified percentage pay increase shall control.

WAGE/SALARY SCHEDULE

Grade	Position	Exempt Min	Exempt Max
10	City Clerk	52,574.31	70,442.54
11	Chief Assessor	55,227.46	74,032.25
11	Tax Collector	55,227.46	74,032.25
12	Director of Welfare	58,001.35	77,693.91
12	Systems Supervisor	58,001.35	77,693.91
13	Director of Recreation	60,846.76	81,598.86
13	Director of Code Enforcement	60,846.76	81,598.86
13	Economic Development Manager	60,846.76	81,598.86
13	Library Director	60,846.76	81,598.86
14	Director of Planning	63,943.87	85,702.77
17	Director of Public Works	74,016.69	99,201.10
17	Fire Chief	74,016.69	99,201.10

ARTICLE 29: LONGEVITY

The City provides longevity pay to full-time employees based on continuous years of service as follows:

<u>Years of Service</u>	<u>Annual Payment</u>
3 – 5	\$200.
6 – 10	\$325.
11–15	\$400.
16-20	\$550.
21 or more	\$600.

Payment shall be made annually on the payroll that includes the employee's anniversary date. Upon termination of employment with the City, employees shall receive longevity pay pro-rated for the number of days of longevity in that year calculated from the employee's anniversary date to the day employee terminates.

ARTICLE 30: SEPERABILITY

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.

ARTICLE 31: COPIES

The City shall file a copy of this agreement with the New Hampshire Public Relations Board within fourteen (14) days of its execution. The agreement shall also be available to bargaining unit members on the City's intranet.

ARTICLE 32: DURATION

This Agreement shall be effective on the date of City Council approval and expire on June 30, 2014. Nothing in this agreement will be retroactive unless it is specifically described as such and the cost of such items is specifically approved by the City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee on this the 8TH day of May 2012.

Rochester Municipal Management Group City of Rochester

By: Norman H. Ambrose Jr.

By: D. W. Fife

By: Tom Jones

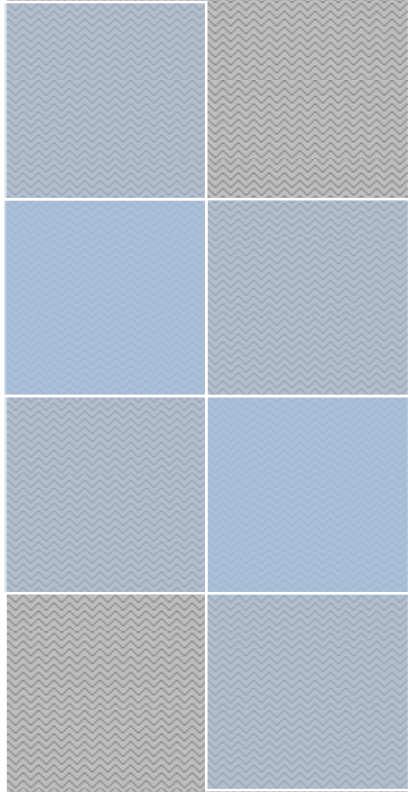
By: Diane Hoyt

By: [Signature]
Chief Negotiator

By: [Signature]
Chief Negotiator

Adopted and approved by the Rochester City Council on May 1, 2012.

[Signature]
City Clerk (Seal)



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**RESOLUTION APPROVING COST ITEMS ASSOCIATED WITH
PROPOSED
CITY OF ROCHESTER
MULTI-YEAR COLLECTIVE BARGAINING
AGREEMENT WITH
Rochester Middle Management Group
(Middle Managers)**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That pursuant to, and in accordance with, the provisions of Chapter 273-A of the New Hampshire Revised Statutes Annotated, the cost items associated with the multi-year year collective bargaining agreement between the City of Rochester and the RMEA Bargaining Unit, covering the period July 1, 2014 to June 30, 2018, as set forth in the proposed contract, and as more particularly detailed on the attached "**EXHIBIT A: Middle Management Cost Items - September 2014**", which includes a summary financial analysis of the annual costs of the contract to the City provided by the Rochester Director of Finance, is hereby approved.

Rochester Middle Managers Group

Assumptions					
City Health Contribution		80/20	80/20	80/20	80/20
Health Plan	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750
Projected Health Increase			5.00%	5.00%	5.00%
Projected Wage Increase		2.5% COLA	0-3% MERIT	0-3% MERIT	0-3% MERIT
Wages	Current	FY15	FY16	FY17	FY18
Base Wages	1,047,889	1,074,087	1,100,939	1,128,462	1,156,674
Longevity	5,750	5,950	6,500	7,200	7,625
Total Wages	1,053,639	1,080,037	1,107,439	1,135,662	1,164,299
Dollar Change		26,397	27,402	28,223	28,637
% Change		2.51%	2.54%	2.55%	2.52%
Benefits					
Social Security	65,326	66,962	68,661	70,411	72,187
Medicare	15,278	15,661	16,058	16,467	16,882
Health Insurance	269,259	262,509	275,635	289,417	303,887
Opt Out	2,400	2,400	2,400	2,400	2,400
Dental	4,050	4,050	4,050	4,050	4,050
Life	3,018	3,093	3,171	3,250	3,331
STD	5,281	5,413	5,549	5,687	5,830
LTD	5,533	5,671	5,813	5,958	6,107
Total Rollups	370,144	365,760	381,336	397,640	414,674
Dollar Change		(4,384)	15,576	16,304	17,034
% Change		-1.18%	4.26%	4.28%	4.28%
Totals					
Total Wages Benefits & Rollups	1,423,784	1,445,797	1,488,775	1,533,303	1,578,973
Dollar Change		22,013	42,978	44,528	45,670
% Change		1.55%	2.97%	2.99%	2.98%

17 Total Employees - 100% FT



10/2/14

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT	Middle Managers' Collective Bargaining Agreement
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COUNCIL ACTION ITEM <input checked="" type="checkbox"/>	FUNDING REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
INFORMATION ONLY <input type="checkbox"/>	* IF YES ATTACH A FUNDING RESOLUTION FORM

RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input type="checkbox"/> NO <input type="checkbox"/>
--	---

AGENDA DATE	September 16, 2014 (Workshop)		
DEPT. HEAD SIGNATURE			
DATE SUBMITTED	2014-09-11		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	5	

COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Blaine Cox
CITY MANAGER	Dan Fitzpatrick

FINANCE & BUDGET INFORMATION

DIRECTOR OF FINANCE APPROVAL	
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>	

LEGAL AUTHORITY

RSA 273-A: Public Employee Labor Relations
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SUMMARY STATEMENT

The Middle Managers' and the City's negotiating team have reached a Tentative Agreement on a collective bargaining agreement. The negotiating team seeks to present the details and cost items of this agreement to the City Council at the September 16, 2014 Council Workshop with the goal of Council adoption of the agreement at the October 7, 2014 Regular Meeting.

RECOMMENDED ACTION

The negotiating team recommends adoption of this agreement.

Rochester Middle Managers Group

Assumptions					
City Health Contribution		80/20	80/20	80/20	80/20
Health Plan	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750	HMO \$20 copay RX 10/20/45 DED \$250/750
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Longevity	5,750	5,950	6,500	7,200	7,625
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Medicare	15,278	15,661	16,058	16,467	16,882
Health Insurance	269,259	262,509	275,635	289,417	303,887
Opt Out	2,400	2,400	2,400	2,400	2,400
Dental	4,050	4,050	4,050	4,050	4,050
Life	3,018	3,093	3,171	3,250	3,331
STD	5,281	5,413	5,549	5,687	5,830
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Dollar Change		(4,384)	15,576	16,304	17,034
% Change		-1.18%	4.26%	4.28%	4.28%
Totals					
Total Wages Benefits & Rollups	1,423,784	1,445,797	1,488,775	1,533,303	1,578,973
Dollar Change		22,013	42,978	44,528	45,670
% Change		1.55%	2.97%	2.99%	2.98%

17 Total Employees - 100% FT

CITY OF ROCHESTER

&

ROCHESTER MIDDLE MANAGER'S GROUP

9/12/14

TENTATIVE AGREEMENT**ARTICLE 1: RECOGNITION**

The City of Rochester (City) recognizes the Rochester Middle Management Group (Union) as the exclusive representative for all employees in the following positions:

Deputy Tax Collector, Deputy City Clerk, Secretary III, Communications Center Manager, Recreation Supervisor, Area Supervisor, Assistant Director of Code Enforcement Services, Chief Planner, Municipal Services Supervisor, Deputy Fire Chief, Assistant Director of Recreation, Fire Marshall, Chief Water Treatment Operator, Chief Wastewater Treatment Operator, ~~Business Administrator/Deputy Treasurer~~, **Office Manager**, City Engineer and Assistant Fire Chief.

ARTICLE 5: GRIEVANCE PROCEDURE

1. Definition A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood, or misapplied, and a clear description of the relief sought.
2. Time Limits The time limits specified in this Article shall mean calendar days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.
3. General Provisions

The union shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing. Responses at all levels of the grievance procedure shall be communicated in writing to the president of the union or an authorized designee. The Union shall be responsible for contacting the employee. Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union to proceed directly to the next level.

The time limits for the processing of any grievances may be extended by written consent of both parties.

All grievances shall be initiated not later than ~~five (5)~~ **ten (10)** calendar days after the occurrence of the event giving rise to the grievance.

Both parties to this agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication of this process.

Step #1

The Group member and his/her Group Representative shall meet to discuss informally any violation of this Agreement with the City Manager within ~~seven (7)~~ **ten (10)** calendar days of said violation. If the Group member is not satisfied by the informal opinion/decision of the City Manager, the Group member will move on to step two.

Step #2

The Group member and his/her Group Representative shall submit in writing, within ~~seven (7)~~ **ten (10)** calendar days of the informal meeting, a summary of said grievance. This summary shall specifically state the article of Agreement or implied condition that has been violated. The City Manager shall within ~~seven (7)~~ **ten (10)** calendar days, deliver his written decision/opinion to the Group and to the member. If the Group member and his/her representative are still not satisfied they may then move on the step three.

Step #3

If the Group has not reached an agreement, they may appeal to the new Hampshire Public Employee Labor Relations Board (PELRB) within ~~seven (7)~~ **ten (10)** days of step 2 for the appointment of an arbitrator. The decision of the PELRB arbitrator will be binding on both parties to this agreement. The cost of this arbitration shall be borne equally by the Group and the City.

The decision of the arbitrator shall be final and binding. However, either party may appeal the decision of the arbitrator pursuant to RSA 542. Any appeal not filed within forty-five (45) days of the arbitrators opinion shall be deemed waived.

ARTICLE 7: VACATIONS

The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees who work a minimum of 40 hours a pay period. Applications for vacation leave shall be approved by the Department Head and shall be chosen based on seniority, except that no employee shall select more than two (2) weeks at one time until all employees have been given an opportunity to choose their preferred vacation time. ~~Vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year, except when, upon application by an employee, the City Manager shall have granted an exception to this section.~~ **Except for employees hired by the City after July 1, 2014, vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year.** Vacation time will be accrued during the probationary period but may not be taken until after successful completion of probation, except with approval of the employee's supervisor and the City Manager. After commencement of the first year of continuous full-time employment, each employee shall

accrue paid vacation time at the rate of ten-twelfths (10/12) of a day for each month of full-time employment during each employment year through and including the fifth (5th) employment year. After the commencement of the sixth (6th) year of full-time employment, each employee shall accrue paid vacation time at the rate of one and three-twelfths (1 3/12) days for each month of full-time employment during each employment year through and including the tenth (10th) employment year. After commencement of the eleventh (11th) year of full-time employment, each employee shall accrue paid vacation at the rate of one and eight-twelfths (1 8/12) days for each month of full-time employment during each employment year.

Illustrative Table:

0 - 5 years	10/12 th day/month	2 weeks/year
6 – 10 years	1 3./12 th day/month	3 weeks/year
11+ years	1 8/12 th day/month	4 weeks/year

Employees may opt to buy or sell vacation days in accordance with the Flexible Benefit Plan.

Employees hired by the City after July 1, 2014, shall have a maximum accumulation of vacation time one and one-half (1.5) times the annual accumulation amount. Effective July 1, 2015, all other employees (hired prior to July 1, 2014) may accumulate up to 2.0 times the annual vacation time accumulation amount but shall be limited to 1.5 times the annual vacation accumulation for the purposes of payout at the time of separation. Upon reaching the applicable maximum accumulation, monthly additions to the total shall cease until usage reduces the accumulation. Notwithstanding the foregoing, and in the event the employee's legitimate job responsibilities prevent vacation usage, the City Manager may grant an exception to the employee ceasing to accumulate vacation time or increase the limit of 1.5 times the annual vacation accruals paid at the time of separation. Upon application for an exception the employee shall submit a plan for vacation usage bringing the employee's accumulations within the above specified limits or to increase the payout at the time of separation as cannot otherwise be avoided. Approval of the vacation usage plan and the requested exception by the City Manager shall not be unreasonably withheld.

ARTICLE 14: LEAVE OF ABSENCE

Leave without pay may be granted upon the recommendation of the Department head and approved by the City ~~Manager~~ **Manager**. The City Manager may grant leaves without pay for such purposes and under such conditions as deemed in the best interest of the employee and the City. A leave of absence without pay may be granted with no loss of employment rights.

ARTICLE 17: EMERGENCY CLOSINGS

In the event that the City Manager determines that City services will be curtailed and/or limited due to storms, power outages or other unforeseen circumstances, the non-essential employees so notified shall not be required to report to work, or employees who have reported for work shall be released without loss of pay. When an employee is unable to report to work due to weather conditions, and the City ~~[Manger]~~ **Manager** has not curtailed and/or limited city services, the employee may draw from vacation time or other appropriate leave. Employees who are not working and out on leave when City services are curtailed shall not be compensated for the emergency closing day. The provisions of this section shall apply to full and part-time regular employees (to include probationary employees for regular positions).

ARTICLE 27: FLEXIBLE BENEFITS PROGRAM

~~The City will reimburse the employee member up to \$250 of his/her deductible expenses as incurred for the first two years of the contract.~~

(New) The City reserves the right to re-open this agreement in the event that changes in health insurance regulations substantially increase, alter or impair the financial obligations of the City or subject its health insurance plans to fines, taxes and/or penalties.

ARTICLE 33: COMPENSATION AND WAGES

Effective July 1, 2014, employees in the bargaining unit **(with the exception of the Office Manager)** shall receive a base rate adjustment of two and one-half percent (2.5%).¹ This adjustment shall apply only to persons who are employed in the bargaining unit on the date the Agreement is approved by the City Council.

~~Effective July 1, 2012, employees in the bargaining unit shall receive a base rate adjustment of two and three quarters percent (2.75%).~~

Effective July 1, **2015** employees in the bargaining unit will be eligible for an annual ~~a base rate adjustment of two and one half percent (2.5%).~~ merit pay wage increase of between zero percent (0.0%) and ~~five~~ **three** percent (~~5~~ **3.0%**) ~~shall be used at the beginning of any contract year thereafter (based upon the results of the annual performance evaluation process and the City's established Merit Pay Plan).~~ **See attached Exhibit A.** Any merit salary increase so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process to be completed **as set forth below** ~~by May 15th of each year.~~ The department head will consider the written evaluation, the personnel file, recommendations of the supervisor and such other information to determine the base wage adjustment. Merit pay increases will not be diminished because of financial considerations of the Department or the City.

¹ Employees shall receive the entire 2.5 % in their base not withstanding the top of the pay range set forth in the Wage/Salary schedule.

Extraordinary Annual Bonus:

The City Manager may award up to a 2.0% annual bonus for extraordinary service to the City of Rochester or its taxpayers by a bargaining unit employee. This bonus shall be in addition to any merit pay and shall be paid in the first pay period of December. This bonus shall not be added to the employee's base wages. The grant or failure to grant this extraordinary annual bonus by the City Manager shall not be subject to the grievance process.

Evaluation Process:

By February 1 of each year of this contract, the Immediate Supervisor shall complete a draft evaluation of each position/employee within the bargaining unit. The evaluation shall utilize the evaluation instrument attached as Exhibit A. The Immediate Supervisor shall meet with each unit employee prior to February 15th to discuss the draft evaluation.

The Immediate Supervisor shall thereafter fill out a Merit Pay worksheet for each employee and assign the merit pay increase in accordance therewith. By March 15th, the employee's Immediate Supervisor shall advise the employee of the assigned merit increase and any recommendations from the immediate supervisor for an additional annual bonus for extraordinary service (See section 3 below). The City Manager shall approve all evaluations and wage adjustments no later than May 1st of the then current year. Wage increases shall be effective from July 1 to June 30th.

Appeal Process

Any unit employee that is dissatisfied with their assigned wage increase may ask for a meeting with the City Manager within 10 days of receipt of notification of their wage increase. Employees that receive less than a 1.0% wage increase may appeal the recommended wage increase to the Personnel Advisory Board (PAB) for an opinion within thirty (30) days after July 1 of each respective year. The parties will submit their prospective positions in writing to the PAB with the City bearing the burden of production and proof. The parties will submit their respective positions within 15 days of a request for an appeal or upon an agreed on date. If the PAB finds the rating of the City unreasonable in any manner the City Manager shall adjust the merit pay accordingly. The employee may appeal to the NHPELRB if he/she is dissatisfied with the ruling of the PAB.

Meet and Confer:

The City agrees to meet and confer with the Union no later than November 15, 2015 to discuss how the merit pay process worked during the first year of implementation. The

Parties may agree, by addendum, to modify the process and/or evaluation instrument as may be mutually agreeable.

Pay Ranges:

The pay ranges contained in the salary schedule will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua (from November to November of the year preceding the effective date of the pay range adjustment) , 2012 and on July 1, 2013. Any future adjustment in the pay ranges shall be negotiated by the parties. From the date of this agreement through June 30, 2014, and to the extent there is a conflict between the salary ranges and the specified percentage pay increases set forth herein, the specified percentage pay increase shall control. **To the extent an employee's proposed merit increase causes the employee to exceed his/her pay range, the employee shall be entitled to an amount not to exceed two percent (2.0%) above the then top of the pay range. Any amount due that exceeds the top of the pay range, shall be paid in a lump sum amount in the first pay period in December and shall not become part of base wages.**

ARTICLE 32: DURATION

This Agreement shall be effective on the date of City Council approval and expire on June **30, 2018**. Nothing in this agreement will be retroactive unless it is specifically described as such and the cost of such items is specifically approved by the City Council.

WAGE/SALARY SCHEDULE - MIDDLE MANAGERS GROUP

FY15					
Grade	Position	Hrly Min	Hrly Max	Exempt Min	Exempt Max
5	Deputy Tax Collector	16.43	22.05		
5	Deputy City Clerk	16.43	22.05		
7	Secretary III	19.02	25.48		
9	Communications Center Manager			45,847.85	61,444.96
9	Recreation Supervisor			45,847.85	61,444.96
9	Arena Supervisor			45,847.85	61,444.96
9	Office Manager			45,847.85	61,444.96
10	Asst Director of Code Enf Services			55,677.57	74,600.50
10	Chief Planner			55,677.57	74,600.50
10	Municipal Services Supervisor			55,677.57	74,600.50
11	Deputy Fire Chief			58,487.33	78,402.09
11	Assistant Director of Recreation			58,487.33	78,402.09
11	Fire Marshal			58,487.33	78,402.09
11	Chief Water Treatment Operator			58,487.33	78,402.09
11	Chief Wastewater Treatment Operator			58,487.33	78,402.09
12	Bus. Administrator/Deputy Treasurer			60,877.06	81,545.97
13	City Engineer			64,438.31	86,415.33
14	Assitant Fire Chief			67,718.23	90,761.48

EXHIBIT A

City of Rochester, NH
Employee Performance Appraisal Form

Employee Name:

Position Title:

Department and Supervisor:

Appraisal Period:

Type of Performance Appraisal: Annual

End of Introductory Period

Other (Describe):

A. Objectives of Performance Appraisal Process

- To provide the employee with an evaluation of their work performance.
- To provide the employee with a formal opportunity to provide input on their work performance and goals.
- To identify and document the employee's strengths and areas for improvement, and to specify goals for improving performance as needed.
- To provide clear expectations regarding the employee's goals and priorities for the next evaluation period.
- To inform decisions regarding appropriate compensation based on performance.
- To inform decisions regarding transfers, promotions and continued employment with the City.

B. Performance Rating Descriptions

OUTSTANDING (O): Performance consistently far exceeds all position requirements and expectations. Quality and quantity of work are always far above standards for the position. .

COMMENDABLE (C): Performance consistently meets and frequently exceeds all position requirements and expectations. Quality and quantity of work usually exceed standards for the position.

FULLY COMPETENT (FC): Performance consistently meets position requirements and expectations, and sometimes exceeds expectations. Exhibits skills and abilities needed to effectively accomplish job responsibilities.

NEEDS IMPROVEMENT (NI): Performance sometimes meets position requirements and expectations, but not always. Frequently needs direction or assistance in fulfilling responsibilities. Improvements are needed to become fully competent.

UNSATISFACTORY (U): Performance falls seriously below expectations for the position. Immediate improvement is needed.

C. Performance Factors

For each section, provide a rating and specific comments and examples to support the rating.

a. Job Knowledge and Skills

Understanding of job responsibilities and skills in performing job, including financial management.

Performance Rating: O C FC NI U

Examples and Comments:

b. Management Effectiveness & Communications

Demonstrated ability to communicate, lead, train, supervise and direct staff to complete assigned duties effectively.

Performance Rating: O C FC NI U

Examples and Comments:

c. Quality of Work and Initiative

Accuracy and thoroughness of work; degree to which work meets expected standards; initiative, completeness, demonstrated ability to use good judgment and make sound decisions.

Performance Rating: O C FC NI U

Examples and Comments:

d. Policy & Procedures

Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable legal requirements for position; attention to safety; effectiveness in ensuring employee compliance with applicable policies and procedures.

Performance Rating: O C FC NI U

Examples and Comments:

e. Cooperation, Flexibility and Teamwork

Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and effectiveness in leading subordinates to do the same.

Performance Rating: O C FC NI U

Examples and Comments:

f. Courtesy & Service Quality

Demonstrated respect and courtesy shown to subordinates, colleagues, City management, members of the public and customers; commitment to providing consistent quality service.

Performance Rating: O C FC NI U

Examples and Comments:

g. Other Important Performance Factors for Employee's Position.

Describe: _____

Performance Rating: O C FC NI U

Examples and Comments:

D. Review of Previous Goals (if applicable)

After reviewing the employee's goals in the previous performance appraisal, identify each goal and the extent to which the employee met each goal:

E. Notable Accomplishments

If applicable, identify any other notable accomplishments by the employee that contributed to the success of City operations, customer relations or other areas.

F. Areas Requiring Improvement

For any performance factor in Section C where the employee received a rating of Needs Improvement or Unsatisfactory, provide specific action steps for the employee and deadline for achieving improvement.

G. Overall Performance Rating

Overall Performance Rating:	O	C	FC	NI	U
<i>Comments:</i>					

H. Acknowledgment and Signatures

Supervisor: I discussed this performance appraisal him/her on _____.

Signature **Date:** _____

Employee: This performance appraisal was discussed with me. I have reviewed this appraisal and understand its contents. I understand that I have the right to attach a response to this form.

Signature **Date:** _____

City Manager signature: _____ **Date:** _____

CITY OF ROCHESTER
RMMG MERIT PAY WORKSHEET

1. Job Knowledge and Skills (Maximum of 20 Points).

Understanding of job responsibilities and skill in performing job, including financial management.

2. Management Effectiveness & Communications (Maximum 20 Points).

Demonstrated ability to communicate, lead, train, supervise and direct staff to complete assigned duties effectively.

3. Quality of Work and Initiative (Maximum 15 points).

Accuracy and thoroughness of work; degree to which work meets expected standards; initiative, completeness, demonstrated ability to use good judgment and make sound decisions.

4. Policy & Procedures (Maximum 10 points).

Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable legal requirements for position; attention to safety; effectiveness in ensuring employee compliance with applicable policies and procedures.

5. Cooperation, Flexibility and Teamwork (Maximum 20 Points).

Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and effectiveness in leading subordinates to do the same.

6. Courtesy & Service Quality (Maximum 15 points)

Demonstrated respect and courtesy shown to subordinates, colleagues, City management, members of the public and customers; commitment to providing consistent quality service.

5. Other Important Performance Factors for Employee's Position (Bonus: Maximum of 20 Points)

Describe: _____

Merit Pay IncreaseTotal Points Awarded _____ Total Merit Pay Increase _____²_____
Date_____
Immediate Supervisor_____
Date_____
City Manager**SCORING KEY:****10 Point Scale****20 Point Scale****OUTSTANDING (O):****9-10 points or****18-20 points.****COMMENDABLE (C):****7-8 points or****15-17 points.****FULLY COMPETENT (FC):****4-6 points or****9-14 points.****NEEDS IMPROVEMENT (NI):****2-3 points or****4-8 points.****UNSATISFACTORY (U):****0-1 point or****0-3 points**

² **Merit Pay Calculation:** Total points divided by 100 X 3.0 = Percentage salary increase. Example: 93 points divided by 100 = .93 X 3.0 = 2.79% salary increase. Note: Maximum is 3.0% in merit pay.

Expired

AGREEMENT

between

CITY OF ROCHESTER

and

ROCHESTER MIDDLE MANAGEMENT GROUP

May 1, 2012

to

July 1, 2014

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ARTICLE 1: RECOGNITION

The City of Rochester (City) recognizes the Rochester Middle Management Group (Union) as the exclusive representative for all employees in the following positions:

Deputy Tax Collector, Deputy City Clerk, Secretary III, Communications Center Manager, Recreation Supervisor, Area Supervisor, Assistant Director of Code Enforcement Services, Chief Planner, Municipal Services Supervisor, Deputy Fire Chief, Assistant Director of Recreation, Fire Marshall, Chief Water Treatment Operator, Chief Wastewater Treatment Operator, Business Administrator/ Deputy Treasurer, City Engineer and Assistant Fire Chief.

ARTICLE 2: MANAGEMENT RIGHTS

The City retains traditional rights to manage and direct the affairs of the employer in all of its various aspects and to manage and direct its employees, pursuant to managerial policy within the exclusive prerogative of a public employer as defined by RSA 273-A:1, XI, including but not limited to the following: to plan, direct, control and determine all operations and services of the City; to direct the working forces; to establish the qualifications for employment; and to lay off employees for lack of work or lack of funds; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations are to be conducted; to make and enforce rules and regulations; to employ, discipline, suspend, demote and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 3: PROBATION

1. All newly hired employees not currently employed by the City of Rochester shall be in a probationary status for twelve (12) months and not subject to the agreement.
2. Employees currently employed by the City, promoted to positions in this bargaining unit shall serve a probationary period of six (6) months. The promoted employee may return to the previous position for a period of thirty (30) days as a matter of right. Thereafter, the promoted employee may return to the previous position for a period of five (5) months if it remains unfilled and is allowed by the contract of the bargaining unit in question. All aspects of this contract shall apply except that the City may determine in its sole discretion that the employee is not an appropriate fit for this position.

ARTICLE 4: DISCIPLINARY POLICY

1. The City agrees that it shall only discipline or discharge bargaining unit members for cause. The term "discharge" shall not include termination of employment directly caused by departmental reduction or restructuring.
2. The bargaining unit member has the right to request a union representative at any meeting where disciplinary matters are discussed.
3. Disciplinary action will normally be taken in the following order:
 - a. Verbal warning
 - b. Written warning
 - c. Suspension
 - d. Discharge
4. The parties recognize that certain infractions are sufficiently serious to merit immediate suspension or discharge. Nothing herein shall serve to deprive any bargaining unit member of his/her rights under law.

ARTICLE 5: GRIEVANCE PROCEDURE

1. Definition A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood, or misapplied, and a clear description of the relief sought.
2. Time Limits The time limits specified in this Article shall mean calendar days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.
3. General Provisions

The union shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing.

Responses at all levels of the grievance procedure shall be communicated in writing to the president of the union or an authorized designee. The Union shall be responsible for contacting the employee.

Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union to proceed directly to the next level.

The time limits for the processing of any grievances may be extended by written consent of both parties.

All grievances shall be initiated not later than five (5) calendar days after the occurrence of the event giving rise to the grievance.

Both parties to this agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication of this process.

Step #1

The Group member and his/her Group Representative shall meet to discuss informally any violation of this Agreement with the City Manager within seven (7) calendar days of said violation. If the Group member is not satisfied by the informal opinion/decision of the City Manager, the Group member will move on to step two.

Step #2

The Group member and his/her Group Representative shall submit in writing, within seven (7) calendar days of the informal meeting, a summary of said grievance. This summary shall specifically state the article of Agreement or implied condition that has been violated. The City Manager shall within seven (7) calendar days, deliver his written decision/opinion to the Group and to the member. If the Group member and his/her representative are still not satisfied they may then move on the step three.

Step #3

If the Group has not reached an agreement, they may appeal to the new Hampshire Public Employee Labor Relations Board (PELRB) within seven (7) days of step 2 for the appointment of an arbitrator. The decision of the PELRB arbitrator will be binding on both parties to this agreement. The cost of this arbitration shall be borne equally by the Group and the City.

The decision of the arbitrator shall be final and binding. However, either party may appeal the decision of the arbitrator pursuant to RSA 542. Any appeal not filed within forty-five (45) days of the arbitrators opinion shall be deemed waived.

ARTICLE 6: HOLIDAYS

1. Employees shall have the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

And such other days as may be designated from time to time by the City Manager.

2. When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. If at all possible the holidays will coincide with the Rochester School calendar, at the City Manager's discretion. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees.

ARTICLE 7: VACATIONS

The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees who work a minimum of 40 hours a pay period. Applications for vacation leave shall be approved by the Department Head and shall be chosen based on seniority, except that no employee shall select more than two (2) weeks at one time until all employees have been given an opportunity to choose their preferred vacation time. Vacation time will be accrued during the probationary period but may not be taken until after successful completion of probation, except with approval of the employee's supervisor and the City Manager. Vacation time accrued in a year (based on anniversary date) shall be taken within the next following employment year, except when, upon application by an employee, the City Manager shall have granted an exception to this section. After commencement of the first year of continuous full-time employment, each employee shall accrue paid vacation time at the rate of ten-twelfths (10/12) of a day for each month of full-time employment during each employment year through and including the fifth (5th) employment year. After the commencement of the sixth (6th) year of full-time employment, each employee shall accrue paid vacation time at the rate of one and three-twelfths (1 3/12) days for each month of full-time employment during each employment year through and including the tenth (10th) employment year. After commencement of the eleventh (11th) year of full-time employment, each employee shall accrue paid vacation at the rate of one and eight-twelfths (1 8/12) days for each month of full-time employment during each employment year.

Illustrative Table:

0 - 5 years	10/12 th day/month	2 weeks/year
6 – 10 years	1 3./12 th day/month	3 weeks/year
11+ years	1 8/12 th day/month	4 weeks/year

Employees may opt to buy or sell vacation days in accordance with the Flexible Benefit Plan.

ARTICLE 8: PERSONAL DAYS

Each eligible employee shall be entitled to two (2) non-cumulative Personal Days when hired and each year thereafter, granted on the employee's anniversary date. Personal days may be taken for any purpose except as substitution for suspension as a result of disciplinary action. Personal days must be scheduled and approved by the Department Head, except that direct report to the City Manager must be approved by the City Manager, in accordance with the employee's preference and the needs of the Department. As much notice as practicable shall be provided.

ARTICLE 9: SICK LEAVE

1. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees. Sick leave shall be computed and accrued on a monthly basis, including the probationary period of an employee. Sick leave with pay shall be granted to all employees at the rate of one (1) day per calendar month worked, credited at the end of the month. Employees hired prior to November 1, 1998, who elected to continue their current plan, shall be allowed accruals up to one hundred and twenty (120) days. Group members hired November 1, 1998 or later shall be allowed sick leave accrual up to twenty (20) days.
2. Employees completing twelve (12) consecutive months of employment without taking sick leave will be granted one (1) non-accumulative personal day. Employees may, at their discretion and with Department head approval, sell their non-accumulative personal day during the annual open enrollment period. This provision relates only to the non-accumulative personal day awarded for non-use of sick leave for twelve (12) consecutive months.
3. Up to three additional days each year (non-accumulative from year to year) may be taken by an employee when the ill health of a member of the employee's immediate family requires the employee's care. For purposes of this section, an employee's immediate family shall be deemed to be the spouse, child, stepchild, mother, father, or other dependents living in the same household. An exception may be made by the Department head where extenuating circumstances exist.
4. Employees who terminate their employment through retirement shall be entitled to a lump sum payment for three-quarters of the number of accumulated days due at the rate of pay at the time of termination of service, not to exceed seventy-five percent of one hundred and twenty (120) days accumulated sick leave. For the purpose of this section, retirement shall be defined as having completed ten (10) consecutive years of service with the City of Rochester and being eligible to retire under the New Hampshire Retirement System or other retirement plan paid in part or in full by the City.
5. Employees who terminate their employment by voluntary resignation, and who have served at least ten (10) years with the City of Rochester, shall be entitled to a lump sum payment for one-half of the accumulated sick leave due them, at the employee's rate of pay at the time of termination, not to exceed fifty (50%) percent of one hundred and twenty (120) days accumulated sick leave. In the event of termination by reason of death, said payment in the amount of 50% of accrued sick leave shall be made to his/her beneficiary.

6. Sick leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of actual illness or to keep necessary medical appointment. Sick leave shall be used in minimum blocks of two (2) hours.
7. To receive compensation while absent on sick leave, the employee shall notify his/her Department head prior to the time set for beginning his/her daily duties or as may be specified by the Department Head. At the discretion of the Department head, a doctor's certificate may be required for absence due to illness in excess of three (3) days. If the Department head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the City Manager, Department Head, or Division Head.
8. Abuse of sick leave privilege may be cause for dismissal. Sick leave shall be recorded regularly in the personnel records and the personnel Officer shall review all sick leave records periodically and shall investigate cases, which indicate abuse of the privilege.

ARTICLE 10: SICK LEAVE TRANSFER

The City Manager may grant a sick leave transfer to an employee if it is determined to be in the best interests of the City and if the following conditions are met.

1. The request must be in writing and for an extended illness of three or more week's duration.
2. The employee must first use all other available paid leave.
3. Employees recovering from a workers' compensation injury or illness are not eligible.
4. Employees who wish to donate sick leave must still have 15 days left after the donation is made and may donate no more than 5 days in one year.
5. Donations are strictly voluntary and anonymous.
6. Donations of leave under this section do not affect eligibility for receipt of a personal day for not using sick leave in a twelve-month period.

ARTICLE 11: BEREAVEMENT LEAVE

Bereavement leave shall be granted as follows:

1. Special leave of five (5) consecutive days, including working and non-working days from the date of death, without any loss of wages in the event of the death of a spouse or child.
2. Special leave of three (3) consecutive days, including working and non-working days from the date of death, in the event of death of employee's:

Father	Mother
Sister	Brother
Father-in-law	Mother-in-law
Grandchild	or person domiciled in employee's household.

3. Special leave of one (1) working day with pay shall be granted to attend funeral of employee's:

Grandmother	Sister-in-law
Grandfather	Brother-in-law
Aunt	Uncle

4. Upon written approval of Department Head, two (2) additional days with pay may be granted for the above when there are extenuating circumstances.

ARTICLE 12: JURY DUTY

An employee called as a juror will be paid the difference between the fees received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's Department Head. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

ARTICLE 13: MILITARY LEAVE

Any permanent employee who is a member of the Reserve Component of the Armed Forces of the United States, and is activated or required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed three (3) weeks in any one (1) year, in addition to the annual vacation leave, provided the amount of base pay paid to such employee for such leave of absence shall be the difference between his compensation for military activities as shown by a statement by military authorities giving rank, pay and allowance, and the amount of employee's regular wage.

ARTICLE 14: LEAVE OF ABSENCE

Leave without pay may be granted upon the recommendation of the Department head and approved by the City Manager. The City Manager may grant leaves without pay for such purposes and under such conditions as deemed in the best interest of the employee and the City. A leave of absence without pay may be granted with no loss of employment rights.

ARTICLE 15: HOURS OF WORK

1. Non Salaried employees: The employees shall work days and hours determined by the Department head or the City Manager in the case of any non-salaried Department Head schedule. Overtime shall be paid for any work performed beyond the 40 hours in a week, and for staffing boards and committees after 6PM or working on Saturday or Sunday.
Salaried employees: An employee who, under this agreement, regularly receives each pay period a predetermined or fixed amount of money constituting compensation, based on a predetermined amount of wages to be paid as determined by a weekly rate and which amount is not subject to reduction because of variations in the quality or quantity of the work performed and regardless of the hours or days. Salaried employees do not have a fixed schedule.
2. The City recognizes the Group is composed of salaried and hourly, professional members whose hours and methods of work are defined by the requirements of their respective positions.
3. Non-Salaried employees may request to be compensated with compensatory time at the rate of one and one half ($1\frac{1}{2}$) hours for each hour of overtime worked. All overtime must receive the prior approval of the Department Head. If compensatory time is to be used to compensate overtime hours, the employee and the Department Head prior to the hours being worked must agree to it. Compensatory time may be accrued to a total of forty (40) hours. All compensatory time must be used by June 15 of each year or it will be paid out as overtime on the next pay day. An hourly employee called back to work after normal working hours, shall be paid one and one half ($1\frac{1}{2}$) time the employee's regular hourly rate of pay for a minimum of two (2) hours for each such call back.

ARTICLE 16: WORKING OUT OF CLASSIFICATION

Employees assigned in writing by the City Manager or designee to work in a position with a higher labor grade shall, after working in such position for three (3) weeks, receive a non-retroactive ten percent (10%) premium on his/her base compensation, but in no case more than the base salary of the employee being replaced. After working in such a position for six (6) weeks or more, the employee shall receive the greater of a 10% premium or the bottom of the range for that position. If the assignment to a position with higher labor grade is planned or expected, the pay arrangement above for working three (3) weeks will commence at the beginning of the assignment.

In the case of an employee working temporarily in the position of City Manager, the assignment shall be made by either the City Manager or the City Council. The salary for working as City Manager will be determined by mutual agreement between the employee and the City Manager or City Council.

ARTICLE 17: EMERGENCY CLOSINGS

In the event that the City Manager determines that City services will be curtailed and/or limited due to storms, power outages or other unforeseen circumstances, the non-essential employees so notified shall not be required to report to work, or employees who have reported for work shall be released without loss of pay. When an employee is unable to report to work due to weather conditions, and the City Manager has not curtailed and/or limited city services, the employee may draw from vacation time or other appropriate leave. Employees who are not working and out on leave when City services are curtailed shall not be compensated for the emergency closing day. The provisions of this section shall apply to full and part-time regular employees (to include probationary employees for regular positions).

ARTICLE 18: WORKERS' COMPENSATION

1. An employee out of work due to a job-connected injury shall receive worker's compensation. The difference between the amount paid to the employee through worker's compensation and the employee's regular wage shall be paid to the employee by the City for a period of the first twenty (20) work days of said job connected injury; said amount shall not be charged against the employee's accumulated sick leave or vacation time. The actual payment of wages shall be a combination of the worker's compensation benefit as determined by the Department of Labor and a supplemental payment by the City which will be the difference between the worker's compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.
2. At the end of the twenty (20) day period of said job connected injury, the employee shall continue to receive both worker's compensation benefit and the difference between that benefit and the employee's regular compensation, except that the differential between the worker's compensation benefit and the employee's regular compensation shall be charged against the employee's accrued sick leave, if any, and thereafter, against vacation leave. The employee may elect to receive only the worker's compensation benefit and decline to receive the differential between the worker's compensation benefit and the regular weekly compensation, so as to avoid the charge against sick leave or vacation leave.
3. In the event that a physician finds that the employee is permanently incapacitated, the employee shall apply for NHRS disability retirement benefits. If the employee is awarded a disability retirement under the provisions of the New Hampshire Retirement Law, the commencement of payments under the New Hampshire Retirement Law shall end the City's obligation to provide the difference between the worker's compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.

ARTICLE 19: TEMPORARY ALTERNATE DUTY

In accordance with RSA 281-A:23-b, employees will be provided temporary alternate work opportunities if disabled by a work-related injury or illness. The City will make every effort to utilize Temporary Alternative work opportunity if they are appropriate to the situation. As soon as the treating physician has released the employee to lighter duties than his/her current position requires, the employee will be called upon to return to employment in a temporary alternative position. Such re-assignment may be in the same department of such employee unless working the same department is deemed by the employee's physician to be a detriment to the employee's recovery.

ARTICLE 20: DEFENSE OF LAW SUITS

In accordance with RSA 31:105, the City shall indemnify and hold harmless any Group member covered by this Agreement from any and all losses, including reasonable attorney's fees of attorney(s) selected by the City and other expenses of defense, in connection with any claim, demand, action, suit or judgment arising out of any act or omission of the Group member if, at the time of the act or omission, the Group member was acting in good faith and within the scope of his/her employment or office.

ARTICLE 21: RETIREMENT

Membership in the State of New Hampshire Retirement System is mandatory for all full-time regular employees. The employee's share of cost for the retirement benefit shall be deducted from the employee's pay in accordance with amounts established by the New Hampshire Retirement System.

ARTICLE 22: UNIFORMS

The City shall initially provide all articles of uniforms which are required by the City. Uniform articles damaged in the line of duty shall be repaired or replaced by the City.

At the time of termination of employment, employees are required to return all articles of uniforms provided by the City.

The City shall provide cleaning of uniforms required to be worn by the Chief Wastewater Operator, Chief Water Operator, and Department of Public Works supervisors in Highways, Utilities and Buildings and Grounds, in accordance with current practice. Fire Department employees shall receive five hundred dollar (\$500.00) clothing allowance per year, to be administered in accordance with the current practice.

ARTICLE 23: EDUCATIONAL REIMBURSEMENTS

The following Educational Reimbursement Incentive Policy will apply to all City employees after one (1) year of service. The City agrees to provide reimbursement for courses if all of the following are met:

1. The course is approved in advance by the Department head;
2. The course is related to the employee's job or as part of a career development program;
3. There is sufficient funding in the budget for that purpose;
4. No more than three (3) courses per fiscal year unless approved by the City Manager;
5. Reimbursement for only the cost of the course will be as follows:
100% for an A grade; 90% for a B grade; and 70% for a C grade. If the course is pass/fail, a grade of pass will qualify for 100% reimbursement.

Proof of course completion and grade attainment must be submitted before reimbursement.

ARTICLE 24: UNION BUSINESS LEAVE

1. The officers and representatives of the Union are as follows: President, Vice President, Secretary/Treasurer, and Stewards. The President of the Union shall provide the City with a roster of officers and representatives and keep the City informed of any changes in that roster.
2. Up to three (3) representatives of the Union shall be allowed time off for negotiations or conferences with City Officials, without loss of pay or benefits, provided that the City's operations shall always take priority over other business. Off-duty personnel will not be compensated for such negotiations, conferences or hearings.
3. Officers of the Union shall be granted time off, without loss of pay, to conduct union business that cannot be conducted during off-duty time.
4. Officers and/or representatives of the Union shall be granted time off, without loss of pay, to attend training classes without loss of pay or benefits to further management-employee relations.
5. The number of days off with pay and benefits under paragraphs 3 and 4 shall not exceed an aggregate of four (4) days for the entire bargaining unit per calendar year. All requests for leave pursuant to paragraphs 3 and 4 shall be submitted in writing to the City Manager no less than ten (10) working days prior to the date of the requested leave.
6. Any Officer or Steward of the Union shall be allowed to investigate any situation/issue brought to his/her attention by either union members or management. If the nature of the issue is such that expedited handling will result in prompt disposition thereof without interference to department operations then management shall allow the Officer/Steward to investigate the matter while on duty, provided that City operations will always take priority over other business. It is further understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall only be paid during their regularly scheduled workweek.

ARTICLE 25: REDUCTIONS IN FORCE

In the event of layoff, the City shall lay off in inverse order of employment in the class and department involved. The Department head shall give written notice to the employees affected by a layoff four (4) weeks before the effective date of the action. If there is a recall within fourteen (14) months for positions made vacant by a layoff, available laid-off employees shall be recalled according to classification and seniority. Seniority and accumulated leave (if not paid to the employee upon layoff) shall be restored to the level attained at the time of layoff if recalled within fourteen (14) months.

Employees who are eligible for recall shall be sent a recall notice by registered mail, return receipt requested. The employee must notify the City Manager within three (3) weeks after receiving the notice of recall of their intention to return to work. Failure by the employee to so notify the City Manager shall represent a decision not to accept the recall. The City shall be deemed to have fulfilled its obligations under this section by mailing the recall notice by registered mail, return receipt requested, to the last address provided by the employee. It shall be the obligation and responsibility of the employee to immediately notify the City Manager of any changes in mailing address during the fourteen (14) month period from layoff provided by this section, or extension thereof.

ARTICLE 26: DUES DEDUCTION

Upon an individual written authorization form signed by the employee and approved by the Union, the City agrees to deduct from each employee's regular paycheck, a sum for the Union dues to be paid to the Union monthly.

ARTICLE 27: FLEXIBLE BENEFITS PROGRAM

With the exception of the Health Plans offered and provisions for selling accrued leave, the meaning and intent is to provide the same level of benefit and coverage under the Flexible Benefit Program that is available to employees prior to the implementation of this agreement.

HEALTH PLAN OPTIONS

All full-time regular employees shall be provided with comprehensive medical insurance coverage through the Flexible Benefits Program as offered by the City of Rochester.

The City's contribution to medical insurance premiums shall be limited to 80% of the MTB20IPDED-RX10/20/45 plan. The following plans will be offered to employees:

- a) MTB20IPDED-RX10/20/45
 Anthem Matthew Thornton HMO plan
 \$250/750 deductible
 Co-pays: \$20 office visits and \$150 ER visits
 RX co-pays: \$10/20/45 34-day retail or 90-day mail order
- b) MTB5-RX\$10/20/45
 Anthem Matthew Thornton HMO plan
 No deductible
 Co-pays: \$5 office visits and \$25 ER visits
 RX co-pays: \$10/20/45 34-day retail or 90-day mail order

The City will reimburse the employee-member up to \$250 of his/her deductible expenses as incurred for the first two years of the contract.

The employee share of premiums shall be paid by the individual employee through payroll deductions.

The City and the Union agree that the City reserves the right to select and substitute alternative health plans to replace the existing health plans identified above. Such alternative plans must provide employees with services that are equal or comparable to the above mentioned plans. The Union will also agree that the City may add any other plans as long as the plans are optional.

Employees that have medical coverage through their spouse may choose to "opt out" or "opt down" of participation in the City-sponsored plan. If employees opt out or opt down, they will receive a portion of the monthly premium savings that can be used to offset the cost of other benefits or receive it as taxable compensation in their paychecks throughout the year.

The amount the employee can receive depends on their eligible coverage level, as shown in this chart:

Eligible Coverage Level*	Annual Opt-Out Amount
Family Coverage	\$2,400
2-Person Coverage	\$1,600
Single Coverage	\$1,000
Eligible/Chosen Level**	Annual Opt-Down Amount
Family to Single Coverage	\$1,200
Family to 2-Person Coverage	\$750
2-Person to Single Coverage	\$750

**Eligible coverage level refers to the number of eligible dependents the employee has.*

***Eligible/chosen coverage level refers to an employee that chooses a plan lower than their eligible coverage level.*

To opt out, employees must provide proof of comprehensive insurance coverage elsewhere.

REIMBURSEMENT ACCOUNTS

Reimbursement accounts offer a tax effective way to pay certain healthcare and dependant care expenses. Two types of reimbursement accounts are available to all employees:

- Healthcare reimbursement account (maximum annual contribution \$2,500)
- Dependent care reimbursement account (maximum annual contribution – the lesser of the follows:
 - \$5,000 if you are married and file joint tax returns, or if you are single,
 - \$2,500 if you are married and file separately, or
 - The lower of you and your spouse's income

These deductions shall be prorated for employees who are employed for less than a full calendar year.

DENTAL INSURANCE

All employees covered by this agreement are provided with the Northeast Delta Dental Plan through the Local Government Center. That plan or one with the same or greater benefits is provided by the City with the City paying up to two hundred and fifty dollars (\$250.00) per year towards the cost of the benefit. Employee pays costs above that amount through the Flexible Benefits Program and payroll deductions. The Base Option V Coverage A, B; Mid Option III Coverage A, B, C and High Option I coverage A, B, C, and D are available to the employee in either Single, Two-Person or Family Plans.

DISABILITY INCOME PROTECTION

Full Coverage Plan

The Full Coverage Plan is mandatory for employees hired after November 1, 1998. It includes three separate and distinct elements:

- a) Sick Leave Account
- b) Short-Term Disability (STD) Plan
- c) Long-Term Disability (LTD) Plan

Limited Plan

With this plan, if you are unable to work because of accident or illness, you will receive 100 percent of your salary for as many sick days as you have accrued, to a maximum of 120 days.

Limited Plan Plus

Employees hired prior to November 1, 1998, may continue their participation in the sick leave program in place at that time and purchase LTD insurance.

LIFE INSURANCE

The City pays 100% of the cost of a basic amount of life insurance protection for all employees. This "core coverage" is equal to one times the employee's base salary. Employees can choose to purchase additional "supplemental coverage". The cost of any additional insurance will be made through payroll deductions or offset by any remaining city-provided benefit funds.

BUY/SELL ACCRUED LEAVE

During the City's open enrollment period, and part of the Flexible Benefits Program, employees may opt to buy or sell back to the City up to six (6) days of accrued vacation or sell back to the City one (1) day of accrued earned personal leave in exchange for Benefit Bucks (used for the employee's share of medical, dental and/or supplemental life insurance). However, after the exchange, the employee still must have at least five (5) days of vacation leave.

ARTICLE 28: COMPENSATION AND WAGES

Effective on the date of City Council approval, employees in the bargaining unit shall receive a base rate adjustment of two and one-half percent (2.5%). This adjustment shall apply only to persons who are employed in the bargaining unit on the date the Agreement is approved by the City Council.

Effective July 1, 2012, employees in the bargaining unit shall receive a base rate adjustment of two and three-quarters percent (2.75%).

Effective July 1, 2013 employees in the bargaining unit will be eligible for a base rate adjustment of two and one half percent (2.5%). Merit pay of between zero percent (0.0%) and five percent (5.0%) shall be used at the beginning of any contract year thereafter (based upon the results of the annual performance evaluation process and the City's established Merit Pay Plan). Any merit salary increase so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process to be completed by May 15th of each year. The department head will consider the written evaluation, the personnel file, recommendations of the supervisor and such other information to determine the base wage adjustment. Merit pay increases will not be diminished because of financial considerations of the Department or the City.

The pay ranges contained in the salary schedule will adjust by the percentage change in the CPI index for Boston-Brockton-Nashua (using the Portsmouth formula) on July 1, 2012 and on July 1, 2013. Any future adjustment in the pay ranges shall be negotiated by the parties. From the date of this agreement through June 30, 2014, and to the extent there is a conflict between the salary ranges and the specified percentage pay increases set forth herein, the specified percentage pay increase shall control.

WAGE/SALARY SCHEDULE

Grade	Position	Hrly Min	Hrly Max	Exempt Min	Exempt Max
5	Deputy Tax Collector	15.51	20.82		
5	Deputy City Clerk	15.51	20.82		
7	Secretary III	17.96	24.08		
9	Communications Center Manager			43,292.46	58,020.24
9	Recreation Supervisor			43,292.46	58,020.24
9	Arena Supervisor			43,292.46	58,020.24
10	Asst. Director of Code Enf. Services			52,574.31	70,442.54
10	Chief Planner			52,574.31	70,442.54
10	Municipal Services Supervisor			52,574.31	70,442.54
11	Deputy Fire Chief			55,227.46	74,032.25
11	Assistant Director of Recreation			55,227.46	74,032.25
11	Fire Marshall			55,227.46	74,032.25
11	Chief Water Treatment Operator			55,227.46	74,032.25
11	Chief Wastewater Treatment Operator			55,227.46	74,032.25
12	Bus. Administrator/Deputy Treasurer			58,001.35	77,693.91
13	City Engineer			60,846.76	81,598.86
14	Assistant Fire Chief			63,943.87	85,702.77

ARTICLE 29: LONGEVITY

The City provides longevity pay to full-time employees based on continuous years of service as follows:

<u>Years of Service</u>	<u>Annual Payment</u>
3 – 5	\$200.
6 –10	\$325.
11–15	\$400.
16-20	\$550.
21 or more	\$600.

Payment shall be made annually on the payroll that includes the employee's anniversary date. Upon termination of employment with the City, employees shall receive longevity pay pro-rated for the number of days of longevity in that year calculated from the employee's anniversary date to the day employee terminates.

ARTICLE 30: SEPERABILITY

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.

ARTICLE 31: COPIES

The City shall file a copy of this agreement with the New Hampshire Public Relations Board within fourteen (14) days of its execution. The agreement shall also be available to bargaining unit members on the City's intranet.

ARTICLE 32: DURATION

This Agreement shall be effective on the date of City Council approval and expire on June 30, 2014. Nothing in this agreement will be retroactive unless it is specifically described as such and the cost of such items is specifically approved by the City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee on this the 8TH day of May 2012.

Rochester Middle Management Group

City of Rochester

By: Norman S. Lombardi Jr.

By: John W. FitzGerald

By: Risa J. Clark

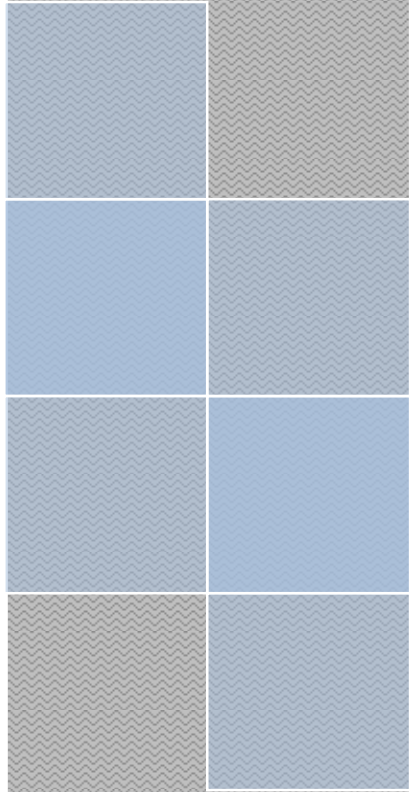
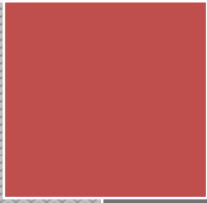
By: Diane Hoyt

By: [Signature]
Chief Negotiator

By: [Signature]
Chief Negotiator

Adopted and approved by the Rochester City Council on May 1, 2012.

Kelly Waiters
City Clerk (Seal)



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10/2/14

City of Rochester Formal Council Meeting**AGENDA BILL****NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT	Waste Management Host Agreement - Non Meeting Session
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COUNCIL ACTION ITEM <input type="checkbox"/>	FUNDING REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
INFORMATION ONLY <input checked="" type="checkbox"/>	* IF YES ATTACH A FUNDING RESOLUTION FORM

RESOLUTION REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
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AGENDA DATE	October 7, 2014		
DEPT. HEAD SIGNATURE			
DATE SUBMITTED	October 1, 2014		
ATTACHMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

COMMITTEE SIGN-OFF

COMMITTEE	NA
CHAIR PERSON	NA

DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Blaine Cox
CITY MANAGER	Dan Fitzpatrick

FINANCE & BUDGET INFORMATION

DIRECTOR OF FINANCE APPROVAL	NA
SOURCE OF FUNDS	NA
ACCOUNT NUMBER	NA
AMOUNT	NA
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

LEGAL AUTHORITY

RSA 91-A:2,I,b: Consultation with Legal Counsel.

SUMMARY STATEMENT

None.

RECOMMENDED ACTION

None.