

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: TUESDAY, SEPTEMBER 5, 2023 TIME: 6:30PM

Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser

https://us06web.zoom.us/webinar/register/WN_kyGuxva_RmqHN6WsueZkNg

6:30PM - ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A
1. CONSIDERATION OF LEGAL ADVICE – RSA 91-A:3, II (I)

AGENDA

**Regular portion of City Council meeting to begin at 7:00 p.m.*

- I. **WORK SESSION – THERE IS NO WORK SESSION THIS EVENING**
- II. **PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – N/A**
- III. **CALL TO ORDER [7:00 p.m. or thereafter]**
- IV. **ROLL CALL**
- V. **INVOCATION**
- VI. **PLEDGE OF ALLEGIANCE**

PROCLAMATIONS:

1. Childhood Cancer Awareness Month
2. National Library Card Month

- VII. **ACCEPTANCE OF MINUTES – AUGUST 21, 2023**
- VIII. **RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**
- IX. **PUBLIC COMMENT SESSION (This session shall not exceed 45 minutes) – (participation may be in person or via Zoom)**
- X. **PUBLIC HEARING AND VOTE ON ORDINANCES AND/OR RESOLUTIONS**

Public Hearing/Adoption of Resolution:

- A. **PUBLIC HEARING/SECOND READING of Ordinance amending Chapter 1, Article IV, addition of new section – Section 1.413 – ARTS AND CULTURAL COMMISSION (Sample motion – move to pass second reading and hold third and final reading at the September 18, 2023 City Council meeting)**
 - **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

- B. PUBLIC HEARING/SECOND READING of Ordinance amending Chapter 1, Article IV, Section 1.402 – ECONOMIC DEVELOPMENT COMMISSION – Subsections A, B and C (*Sample motion – move to pass second reading and hold third and final reading at the September 18, 2023 City Council meeting*)
- PRESENTATION
 - CITY COUNCIL QUESTIONS
 - PUBLIC HEARING SPEAKERS
 - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS
- C. PUBLIC HEARING/SECOND READING of Ordinance amending Chapter 1, Article VIII – CODE OF ETHICS – Preliminary, Section 1.801 – Definitions, and Section 1.802 – Conflicts of Interest (*Sample motion – move to pass second reading and hold third and final reading at the September 18, 2023 City Council meeting*)

(Amendment #1 – move that the definition of the term Direct Personal Interest contained at Section 1.801 K of the proposed ordinance be amended by the addition at the end of the definition of the words “or loss”)

(Amendment #2 – move that a new section J (e) be added to section 1.802 to read as follows: J (e) A City employee or official acting in a quasi-judicial capacity shall not vote or participate in the discussion of any matter which would place the official in contravention of any Code of Ethics provision contained in this ordinance)

- PRESENTATION
 - CITY COUNCIL QUESTIONS
 - PUBLIC HEARING SPEAKERS
 - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS
- D. PUBLIC HEARING/ADOPTION of Resolution Authorizing a Supplemental Appropriation from Unassigned Fund Balance for necessary expenditures related to Contractual Obligations. The City Council has determined that the sum of the Eight Hundred Ninety Thousand (\$890,000.00) Dollars is to be appropriated from Unassigned Fund Balance to defray the expenditures related to contractual obligations for the Fiscal Year ending in June 30, 2024 (*Sample motion – move to adopt the Resolution as presented*)
- PRESENTATION
 - CITY COUNCIL QUESTIONS
 - PUBLIC HEARING SPEAKERS
 - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

XI. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager’s Items Which Require Action:

1. Approval of Tentative Agreement with the Firefighters Association of Portsmouth
2. Approval of Tentative Agreement with the Portsmouth Professional Fire Officers Association

3. Approval of Tentative Agreement with the Portsmouth Police Patrolman's Union, NEPBA Local #11
4. Approval of Tentative Agreement with the Portsmouth Police Ranking Officers Association, NEPBA Local #220
5. Approval of Tentative Agreement with the Portsmouth Police Civilian Employees Association, NEPBA Local #111
6. Request for First Reading to Amend Various Sections Regarding Chapter 7, Snow Announcements
7. New Hampshire Public Works Mutual Aid and Assistance Agreement
8. Disposition of Used DPW Vehicles

XII. CONSENT AGENDA

(Proper Motion for Adoption of Consent Agenda – move to adopt the Consent Agenda)

- A. Letter from The Music Hall requesting the closure of Chestnut Street on Friday, September 15th through Sunday, September 17th for The Music Hall's annual Telluride by the Sea Film Festival – 2nd Request – Request for the closure of Chestnut Street on Thursday, October 12th through Sunday, October 15th for the annual New Hampshire Film Festival ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- B. Letter from Freddy Petrone, I Got Bridged Team, requesting permission to hold the I Got Bridged 3rd annual walkathon on Sunday, September 10, 2023 ***(Anticipated action – move to refer to the City Manager with Authority to Act)***

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence ***(Sample motion – move to accept and place on file)***
- B. Letter from Paul and Alison Dunne, requesting permission to build a floating access dock near existing stairs located on Peirce Island ***(Sample motion – move to refer to the Legal Department and the Public Works Department for report back)***
- C. Memorandum from Greater Portsmouth Recovery Coalition summarizing the progress of the coalition ***(Sample motion – move to accept and place on file)***

XIV. MAYOR McEACHERN

1. Appointments to be Considered:
 - Jen Scumaci to the Economic Development Commission
 - Erica Wygonik as a Regular Member to the Parking & Traffic Safety Committee
 - David Allen as an Alternate to the Parking & Traffic Safety Committee
 - Larry Booz to the Historic District Commission

XV. CITY COUNCIL MEMBERS

A. COUNCILOR DENTON & COUNCILOR COOK

1. Sustainability Committee Draft Ordinance (*Sample motion – move to schedule a first reading on September 18, 2023 of the draft ordinance establishing a Sustainability Committee*)

B. COUNCILOR COOK

1. Proposed Ethics Ordinance

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of The Forensic Shield Grant for the Police Department NH Internet Crimes Against Children (ICAC) Task Force - \$1,300,000.00 (*Sample motion – move to approve and accept the grant as presented*)

XVII. CITY MANAGER’S INFORMATIONAL ITEMS

1. *Wastewater 101
2. Household Hazardous Waste Collection Day
3. *Update on FlashVote

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

XIX. ADJOURNMENT [at 10:30 p.m. or earlier]

**Indicates verbal report*

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

**The Council Chambers
City Hall
Portsmouth, New Hampshire**

A Proclamation

- Whereas:** September is Childhood Cancer Awareness Month and advocates, non-profits, health care professionals, researchers, and the families impacted want the people of Portsmouth to understand the stark reality that children facing cancer experience every day; and
- Whereas:** Cancer is the leading cause of death by disease for American children under the age of 15. Approximately 46 children per day or 16,790 children per year are diagnosed with cancer. Over 40,000 children are in treatment; and
- Whereas:** Childhood Cancer Awareness Month was created in 1999 as a time to celebrate advances in childhood cancer treatment and survivorship care, remember the children we've lost, and engage new advocates to join in the mission of achieving a day when every child diagnosed with cancer can live a long and healthy life; and
- Whereas:** In 2022 the President of the United States reinvigorated the "Cancer Moonshot Initiative" whose goal is to cut the cancer death rate by half over the next 25 years. However, there have been only four new drugs approved by the FDA in the past two decades to specifically treat childhood cancer; and
- Whereas:** Such local champions of Childhood Cancer Awareness as seventeen-year-old Rye resident Amy Kindstedt and her "Go Gold" campaign, along with the NH Department of Health and Human Services' online NH Health Wisdom system, strive to keep the Seacoast community informed on the latest cancer research and treatment options and encourage education on exposure risk, prevention, and early detection as the strongest tools we have in the war on cancer.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, urge the community to pause and remember the children we have lost to this terrible disease, and work to support the effort to find new therapies to treat and defeat pediatric cancer so children not only survive cancer, but thrive, do hereby proclaim September in Portsmouth as

Childhood Cancer Awareness Month



Given with my hand and the
Seal of the City of Portsmouth,
on this 5th day of September 2023.

Handwritten signature of Deaglan McEachern.
Deaglan McEachern, Mayor of Portsmouth

The Council Chambers
City Hall
Portsmouth, New Hampshire

A Proclamation

- Whereas:** Since 1987, Library Card Sign-Up Month has been held each September to mark the beginning of the school year. During the month, the American Library Association and libraries unite in a national effort to ensure all children sign-up for their own library cards; and
- Whereas:** The Portsmouth Public Library and its professional staff are invaluable resources, there to assist all members of the community – adults, children, business owners and employees, City staff and visitors alike – with a wealth of free materials and guidance shaped to meet their interests and needs while saving library cardholders hundreds of dollars; and
- Whereas:** A library card is one of the most cost-effective back-to-school supplies available, offering educational resources and services for students of all ages, from free access to STEAM programs and activities, educational apps, in-person and virtual help and technology, to the expertise of the librarians; and
- Whereas:** With a library card community members can discover new and exciting worlds that fire the imagination. From borrowing audiobooks to streaming movies to taking virtual Do It Yourself classes to learn new skills, the Portsmouth Public Library opens the door to so much there is to access with a library card. A Portsmouth Public Library card is a doorway to past, present and future and the best possible memento to acquire during Portsmouth's 400th year.

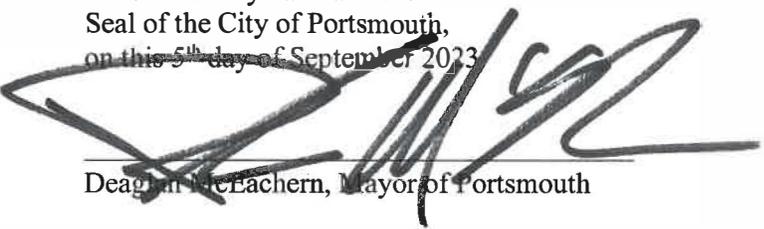
NOW, THEREFORE, I, Deaglan McEachern, Mayor, hereby proclaim that the City of Portsmouth joins with cities across the nation in declaring September

Library Card Month

and encourage all members of the community to get a library card to discover all the services, resources, programs and dedicated staff who make the Portsmouth Public Library – free and open to all – one of the City's greatest treasures.



Given with my hand and the
Seal of the City of Portsmouth,
on this 5th day of September 2023


Deaglan McEachern, Mayor of Portsmouth

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: AUGUST 21, 2023

PORTSMOUTH, NH
TIME: 7:00PM

III. CALL TO ORDER

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

IV. ROLL CALL

PRESENT: Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Denton, Moreau, Bagley, Lombardi, Blalock, and Cook

V. INVOCATION

Mayor McEachern extended get well wishes and warm thoughts to Joanna Diemer who is recovering from a procedure she had this morning.

VI. PLEDGE OF ALLEGIANCE

Mayor McEachern led in the Pledge of Allegiance to the Flag.

VII. ACCEPTANCE OF MINUTES – JULY 17, 2023 AND AUGUST 7, 2023

Assistant Mayor Kelley moved to accept and approve the minutes of the July 17, 2023 and August 7, 2023 City Council meetings. Seconded by Councilor Tabor and voted.

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

1. Peirce Island Wastewater Facility Plant of the Year Award

John Adie, NHDES Wastewater Engineering Bureau, Operations Technical Specialist and Rene Pelletier, NHDES Water Division Director presented the City of Portsmouth with the Plant of the Year Award for the Peirce Island Wastewater Facility. Mr. Pelletier said that Portsmouth is a shining star and the model to follow in the State of New Hampshire.

X. PUBLIC COMMENT SESSION

Tom Kaufhold spoke in support of the Arts and Culture Ordinance which is before you for first reading this evening. He reported that the Arts and Culture Commission are working on a new cultural plan and spoke to a survey that they are conducting and urged the public to participate in it up through August 29th.

Lenore Bronson said she is upset by developers getting more attention than residents. She stated that resident's opinions are important and spoke in support of resident advocates.

Francis Cormier spoke regarding the many projects in the city and the funding of projects that are not necessary. He said the city needs to stop flushing money away and lower taxes.

John Kudlich spoke regarding the fires in Maui and asked for some community outreach and that Portsmouth raise its voice to support the tragedy Maui is facing.

Roy Helse said he would like to see houses being built at Pease and asked what our stand for housing at Pease is.

Tom Nies spoke to the ordinance amendments on Code of Ethics. He said he feels there should be some additional work done to the ordinance. He asked why the gifts level has increased from \$100.00 to \$350.00.

Petra Huda spoke opposed to the McNabb project and said the Council needs to remember that this is all taxpayer's property. She asked why we would spend money on a project that is benefiting one developer. She also stated no ordinances should be amended to benefit a developer.

Esther Kennedy said the City Council needs to start thinking about the people. She said that there were no children at the StreetLife Dinner and hopes that the October 1st event includes children. She spoke opposed to the city entering into any agreement with McNabb.

Paige Trace said the City Council has created a sequel of the McIntyre with this McNabb project and expressed her opposition to giving away the right to govern to the City Manager. She asked where the CMMP for the McNabb project is. She also said the city budget has increased over \$20 million which has made it unaffordable for residents to live here.

Sue Polidura urged the City Council to slow down on the agreement with McNabb project. She also spoke to the Code of Ethics Ordinance before the City Council this evening and asked if the Legal Department has cross checked the ordinance with first amendment rights.

Irish Mike spoke on what is "hate" and the hate crimes that happened here in Portsmouth. He asked why the Police Department waited so long to release the name of the person that committed the crime.

Barbara Massar (via Zoom) Pro Portsmouth & Co-Chair of Arts and Non-profits Committee, spoke in support of the ordinance creating an Arts and Cultural Commission. She said the Committee is looking forward to passage of first reading of the new ordinance which will create the commission.

Rick Becksted thanked everyone for the ordinance on Arts and Cultural Commission and making that a permanent committee. He expressed his opposition to the McNabb project and said that the city has not been successful when it comes to agreements.

Peter Gilligan, East Kingston, spoke in support of saving the love locks at Prescott Park.

Mark from the Park, Eliot, Maine, played the song Small Town by Jason Aldean.

Zelita Morgan, spoke regarding the Ethics Ordinance that is before the Council for first reading. She said she is concerned with Item J and said it will create more problems. She stated it is not your right to take away people's first amendment rights. She asked the City Council to send the ordinance back to the Governance Committee for further review.

X. PUBLIC HEARING AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

First Reading of Ordinances:

- A. First reading of Ordinance amending Chapter 1, Article IV, addition of new section – Section 1.413 – ARTS AND CULTURAL COMMISSION

Councilor Cook moved to pass first reading and schedule a public hearing and second reading at the September 5, 2023 City Council meeting. Seconded by Councilor Tabor and voted.

- B. First reading of Ordinance amending Chapter 1, Article IV, Section 1.402 – ECONOMIC DEVELOPMENT COMMISSION – Subsections A, B and C

Councilor Lombardi moved to pass first reading and schedule a public hearing and second reading at the September 5, 2023 City Council meeting. Seconded by Assistant Mayor Kelley and voted.

- C. First reading of Ordinance amending Chapter 1, Article VIII – CODE OF ETHICS – Preliminary, Section 1.801 – Definitions, and Section 1.802 – Conflicts of Interest

Councilor Cook moved to pass first reading and schedule a public hearing and second reading at the September 5, 2023 City Council meeting. Seconded by Councilor Tabor.

Councilor Cook said we brought forward what we could get done and all changes have been reviewed by the Legal Department with months of comments being heard by the Governance Committee regarding the ordinance. She stated that the ordinance would apply to all people that work, are elected, and those that serve on boards and commission. She said a formal presentation will be provided during the public hearing and second reading on the ordinance.

Councilor Bagley said he has concerns with Item J and feels that needs to be reviewed.

Councilor Cook said this only applies to quasi-judicial boards.

Mayor McEachern said we could have the Legal Department review this further. City Attorney Morrell said she would have the Legal Department report back on Item J in the ordinance.

Councilor Moreau said she would like to hear why this does not affect one's right to speak.

Robert Sullivan, Of Counsel, said the purpose of the ordinance is that the government is ethical. He spoke about how a city official acts as a judge. He said the purpose of the item is to bring about the same result when having an official step aside. He stated this is for people to have confidence in government.

Councilor Cook asked him to address freedom of rights and first amendment speech. Of Counsel Sullivan said it does not take rights away from anyone with free speech.

Councilor Tabor said the Governance Committee spent a great deal of time on this and the City Council decides policy. He said we tried to make sure board members are impartial.

Assistant Mayor Kelley asked why the gifts were raised from \$100.00 to \$350.00. Councilor Cook said the cost to attend a conference has increased with registration fees and that is often looked at as a gift, but it is an educational benefit for staff to attend conferences.

Councilor Moreau asked about personal interests in rights to employment.

Councilor Cook said those provisions were left alone.

Mayor McEachern asked why personal interest and pecuniary was not listed as a loss but in personal interest it mentions it as a gain. Of Counsel Sullivan said that change should be made to the ordinance.

Motion passed.

Public Hearing/Adoption of Resolution:

- D. PUBLIC HEARING/ADOPTION of Resolution Appropriating One Million Nine Hundred Thousand (\$1,900,000.00) Dollars from American Rescue Plan Act (ARPA) Grant to pay costs associated with Community Resource Network, Transportation Facilitation, Mobile Library Resources, Community Health Needs Assessment Recommendation, Community Campus Capital Improvements, and IT Infrastructure (Items listed in Exhibit A) and for the Payment of Costs Incidental and Related Thereto
- **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

City Manager Conard summarized the recommendation for the use of ARPA funds for six projects: Community Resource Network, Transportation Facilitation, Mobile Library Resources, Community Health Needs Assessment Recommendations, Community Campus Capital Improvements and Community Campus IT Infrastructure. Recreation Director Henley reviewed the Capital Improvements for Community Campus. City Manager Conard said we are working as a team to meet the needs of the building. She spoke regarding additional IT improvements and the funding. She said we still have 20% of ARPA funds remaining.

Councilor Denton asked about the installation of an EV charge for the city. City Manager Conard said we would need to review whether we could do a fast charger unit.

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

Peter Gilligan, East Kingston, would like to know where the money for these projects is coming from.

Mayor McEachern advised that we do not have a dialogue with speakers during a public hearing.

With no further speakers, Mayor McEachern closed the public hearing.

Mayor McEachern asked Library Director Friese how many school age children currently make use of the library. Library Director Friese said 8% of our population and 1/3rd of the population have library cards. He asked if the pop-up mobile library would allow for children to obtain library cards on-line. Library Director Friese said yes it would.

Assistant Mayor Kelley moved to adopt the Resolution as presented. Seconded by Councilor Bagley.

On a unanimous roll call vote 9-0, motion passed.

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Request to Establish Public Hearing for Supplemental Appropriation regarding Collective Bargaining

City Manager Conard spoke to the public hearing that would be held on September 5th on the five tentative agreements with the Fire & Police Departments. She reported that the Fire Department agreements are three-year terms, and the Police Department agreements are four-year terms. She outlined various aspects of the agreements which will be coming before the City Council for action at the September 5th City Council meeting. She reported to the City Council that the appropriation is \$890,000.00 for the five agreements.

Assistant Mayor Kelley moved to schedule a public hearing to appropriate \$890,000.00 from Unassigned Fund Balance to fund these agreements at the September 5th City Council meeting. Seconded by Councilor Blalock.

Mayor McEachern said the ability to attract, and maintain employees is important.

Motion passed.

2. Memorandum of Agreement Regarding McNabb Project at 1 Congress Street

City Manager Conard said the Memorandum of Agreement is for public realm improvements and identifies the scope of work. She said the staff agrees that any loss of parking spaces would go to the Parking & Traffic Safety Committee for action or recommendation which will come back to the City Council.

City Attorney Morrell reviewed the Memorandum of Agreement in detail. She stated that the engineering would be paid for by the developer.

Councilor Bagley spoke to the rehabilitation work to the parking garage and said the entrance is closed due to the project we are doing, not for the developer's project.

City Attorney Morrell said any changes to parking spaces would be reviewed by the Parking & Traffic Safety Committee and they would decide whether to eliminate spaces.

City Manager Conard said you could have a shared street with parking spaces.

Mayor McEachern said parking matters would go to the Parking & Traffic Safety Committee as a matter of the normal course of business and they would make a recommendation.

Councilor Bagley said this matter would be taken up at the September 7th Parking & Traffic Safety Committee meeting.

Councilor Tabor inquired about replacing sewer lines and water connections that are not part of the developer obligations. City Attorney Morrell said we addressed that in the whereas clauses.

Deputy City Manager Woodland stated the projects would need land use approvals and those items would flow from those approvals.

Mayor McEachern stated we are not obligated to create a shared trash area. City Attorney Morrell said that lies with the developer at this time.

Discussion followed regarding ADA compliance. City Attorney Morrell said we are requesting a door at the top of the garage area which the developer will pay for.

Discussion followed regarding the project manager for this project. City Attorney Morrell said that will be part of the Construction Management Mitigation Plan agreement which is coming later in the process.

Councilor Moreau asked whether the street work lies within our timetable. Public Works Director Rice said currently there is nothing scheduled for work in that area. He stated that we are anticipating the master plan would address that. He said if a developer needs utilities in front of our timetable it would be covered by the developer.

City Attorney Morrell addressed Part I #7 and stated any changes to improvements must go through the City Manager and Public Works Director. She indicated that notices would go out once a month through the Construction Management Mitigation Plan process. City Attorney Morrell said after the improvements the city would accept ownership of them at the completion of the project and we can do whatever we want with the right-of-way.

Assistant Mayor Kelley moved to authorize the City Manager to execute and deliver a Memorandum of Agreement in substantially similar form to the document contained in the agenda packet. Seconded by Councilor Moreau and voted.

Assistant Mayor Kelley moved to request a report back from the Parking & Traffic Safety Committee with a recommendation regarding the elimination of parking spaces and the loading zone. Seconded by Councilor Bagley and voted.

3. Public Art Trust Fund Update and Request for Referral

City Manager Conard said the art would be \$150,000.00 which is 1% of the project for the art piece for the Peirce Island Wastewater Treatment Facility.

Councilor Cook moved that the City Council refer this to the Public Art Review Committee for consideration of the development of art for Peirce Island. Seconded by Assistant Mayor Kelley.

Councilor Tabor said that the art does not have to be placed in one location. City Manager Conard said that is correct.

Councilor Cook thanked City Manager Conard for putting these funds in the trust and the Arts Committee will bring forward their first project.

Motion passed.

At 9:30 p.m., Mayor McEachern declared a brief recess. At 9:40 p.m., Mayor McEachern called the meeting back to order.

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Presentation Regarding Capital Improvement Plan Kickoff FY25 – Peter Britz, Director of Planning and Sustainability

Planning and Sustainability Director Britz provided a detailed presentation regarding the 6-year Capital Improvement Plan kickoff for FY25. He reported the 6-year plan identifies projects for upcoming years. He reviewed the public input opportunities that are available and the CIP process timeline.

- B. Letter from Valerie Rochon, Portsmouth NH 400th, Inc., requesting permission to hold a Community Picnic on Sunday, October 1, 2023 from 12:00 p.m. to 3:00 p.m. at Leary and Central Fields

Councilor Moreau moved to refer to the City Manager with Authority to Act. Seconded by Councilor Lombardi.

Councilor Moreau said the intention of this event is to make it friendly and open to all.

Mayor McEachern spoke to the various children events that have been held for the 400th.

Councilor Moreau announced that the Lantern Festival will be held during the evening on September 30th.

Mayor McEachern thanked Valerie Rochon and all the volunteers for their work in bringing forward these events.

Motion passed.

- C. Email Correspondence

Assistant Mayor Kelley moved to accept and place on file. Seconded by Councilor Blalock and voted.

XIV. MAYOR McEACHERN

1. Appointments to be Voted:
 - Paul Messier to the Building Code Board of Appeals
 - Meganne Fabrega to the Library Board of Trustees
 - Jennifer Mandelbaum to the Library Board of Trustees
 - William Bowen to the Planning Board as an Alternate
 - Ivy Robichaud to the Sustainable Practices Blue Ribbon Committee

Councilor Moreau moved to appoint Paul Messier to the Building Code Board of Appeals until July 1, 2028, Meganne Fabrega to the Library Board of Trustees until October 1, 2026; Jennifer Mandelbaum to the Library Board of Trustees filling the unexpired term of Jan Fonseka until October 1, 2025; William Bowen to the Planning Board as an Alternate filling the unexpired term of Ernest Carrier until December 31, 2024 and Ivy Robichaud appointed to the Sustainable Practices Blue Ribbon Committee. Seconded by Assistant Mayor Kelley and voted.

2. Acceptance of Resignations:
 - Johanna Landis from the Historic District Commission

Councilor Blalock moved to accept with regret the resignation of Johanna Landis and to send a letter of thanks for her service to the city. Seconded by Assistant Mayor Kelley and voted.

- Harold Whitehouse from the Parking and Traffic Safety Committee

Councilor Blalock moved to accept with regret the resignation of Harold Whitehouse and to send a letter of thanks for his service to the city. Seconded by Councilor Moreau and voted.

Various members of the City Council spoke to the length of service that Harold has provided to the city in many capacities and cited his dedication to the community.

Motion passed.

XV. CITY COUNCIL MEMBERS

A. COUNCILOR BAGLEY

1. Parking & Traffic Safety Committee Action Sheet and Minutes of the August 3, 2023 meeting

Councilor Bagley moved to accept and approve the action sheet and minutes of the August 3, 2023 Parking & Traffic Safety Committee meeting. Seconded by Assistant Mayor Kelley and voted.

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Donation to the Fire Department from Lloyd Woodruff for the department's discretion - \$200.00

Assistant Mayor Kelley moved to approve and accept the donation for the Fire Department as presented. Seconded by Councilor Lombardi and voted.

- B. Acceptance of Donation to the Recreation Department from BRGR Bar for Skatepark Fundraising - \$1,049.00

Councilor Blalock moved to approve and accept the donation for the Recreation Department as presented. Seconded by Councilor Lombardi and voted.

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

- 1. Pease Development Authority Update

City Manager Conard announced that Captain Geno Marconi was awarded the Lifetime Achievement Award by the International Association of Maritime and Port Executives and that he is one of only five people to receive this award. She reported that the PDA voted to create an overlay district at the parking lot in front of the Tradeport operated by C&J Bus Lines. City Manager Conard reported that the unaudited FY23 financials for Pease revenues was \$19.5 million, which is an increase of over a million from what was projected. She also reported an increase of 2½ million gallons being dispensed in fuel flowage fees than what was budgeted. She advised the Council that PDA agreed to commit to an energy consulting services contract with the same firm being used by the State of New Hampshire.

- 2. Update on Coakley Executive Committee

City Manager Conard reported that Chairman Eric Spear has resigned from the Coakley Executive Committee, and she has appointed Glenn Normandeau to fill the vacancy. She thanked former Mayor Spear for his work as chairman of the Committee.

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

Assistant Mayor Kelley extended an invitation to everyone for the BIPOC Fest on September 24th from Noon to 5:00 p.m. at Vida Cantina. She said that this is a free event that is open for all to enjoy.

Councilor Cook announced that the Seacoast Jazz Festival will be held in Prescott Park on Saturday, August 26th with a rain date of Sunday, August 27th.

City Manager Conard encouraged everyone to participate in the library's on-line survey.

XIX. ADJOURNMENT

At 10:05 p.m., Assistant Mayor Kelley moved to adjourn. Seconded by Councilor Blalock and voted.



KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, September 5, 2023 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 1, Article IV, addition of new section – Section 1.413 – ARTS AND CULTURAL COMMISSION. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IV, adding a new section – Section 1.413 – **ARTS AND CULTURAL COMMISSION** – of the Ordinances of the City of Portsmouth as follows:

ARTICLE IV: BOARD AND COMMISSIONS

Section 1.413: ARTS AND CULTURAL COMMISSION

- A. **Membership and Term:** The Arts and Cultural Commission shall consist of 14 qualified regular members and one alternate member. Of those 14 members, 4 members shall represent the arts and cultural institutions in Portsmouth, both for-profit and non-profit in nature, and their membership on the committee shall be on behalf of their institutions, rather than as an individual membership. Those institutional members shall not serve consecutive terms, but their membership shall rotate among those arts and cultural institutions to foster participation on the part of various institutions. An additional 4 members shall be appointed from the community of artists within the City of Portsmouth. Four members shall be individuals with appreciation for community arts and cultural programming. One City Councilor shall serve in a term corresponding with his/her/their respective tenure of office. The City Manager or his/her/their representative shall serve as an ex-officio member of the commission.

The Mayor shall make initial appointments as follows: 4 members for 3 year terms, 4 members for 2 year terms, and 4 members for 1 year terms. Thereafter, in order to maintain a stagger in appointments, incomplete terms must be made for the remaining unfulfilled portion of a term before a full term appointment is made. A full term shall be three (3) years. All members shall be appointed by the Mayor, subject to the approval of the City Council. The commission shall meet no less than quarterly.

- B. **Definitions:** Arts and Cultural Institutions should be defined as those institutions engaging primarily in direct community work in visual arts, musical arts, theater arts, literary and performance arts, cultural community events, and historical preservation and education.
- C. **Powers and Duties:** The Commission shall encourage support for arts and culture within the wider Portsmouth community, including, but not limited to the following.
1. The Commission shall foster the implementation of the Cultural Plan of the City of Portsmouth, and shall conduct other studies and planning processes, as necessary, focusing on the arts and cultural community.
 2. The Commission shall support the establishment of arts and cultural institutions in Portsmouth and the surrounding area,

promote the welfare of existing arts and cultural institutions, and support coordination and communication among local artists, arts and cultural institutions.

3. The Commission shall make recommendations to the City Council concerning arts and cultural needs within the City, and shall create a plan for attracting and retaining artists and arts and cultural institutions.
4. The Commission shall work to increase and sustain the arts and cultural appreciation of all residents while protecting and maintaining the quality of our arts institutions and historic and cultural assets. This process should consist of the encouragement of a broad, productive community effort to coordinate and enhance the utilization of all community resources involved in any respect with arts and culture.
5. The Commission shall identify governmental funding sources, including state and federal funding resources designated for Municipalities, to support its work. The Commission shall not raise funds in direct competition with arts and cultural organizations within the City of Portsmouth.
6. The Arts and Cultural Commission shall work in coordination with, and in support of the Public Art Review Committee to promote Public Art in the City of Portsmouth.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, September 5, 2023 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 1, Article IV, Section 1.402 – ECONOMIC DEVELOPMENT COMMISSION – Subsections A, B and C. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IV, Section 1.402 – **ECONOMIC DEVELOPMENT COMMISSION**, subsections A, B and C, of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE IV: COMMISSIONS AND AUTHORITIES

Section 1.402: ECONOMIC DEVELOPMENT COMMISSION

- A. **Membership and Term:** The Economic Development Commission shall consist of nine (9) qualified regular members and one alternate member. They shall be appointed by the Mayor subject to the approval of the City Council for a term of four years, **except that the first two (2) appointments made by the Mayor for members whose terms expire in 2025 shall each be for a term of two (2) years. Thereafter, all appointments shall be for a term of four (4) years from the end date of any expiring term. Vacancies shall be filled for the remainder of the term of the member whose departure from the Commission created the vacancy.** The Mayor and City Manager shall also serve as ex-officio members of the Economic Development Commission whose terms shall correspond to their respective tenure of office. (Amended 9/22/97)
- B. **Powers and Duties:** ~~The Commission shall encourage the establishment of business and industry in Portsmouth and the surrounding area and promote the welfare of local industry and general business. (Adopted as amended 12/03/90)~~ **The Commission shall develop and recommend to the City Council, City Manager, and boards, committees, and commissions of the City policies, procedures, regulations, and ordinances and take such other actions that encourage and promote economic and business development, including business recruitment, retention, and growth, and the creation and maintenance of a healthy, diversified, and sustainable business community in the City and broad prosperity in the community.**
- C. **Functions:** **In furtherance of its duties set out in Subsection B, the Commission may perform one or more of the following functions:**
- ~~The Commission shall make recommendations to the City Council concerning the acquisition, bonding, developing, building, leasing and mortgaging of commercial and industrial land and buildings and~~

~~other matters incidental to attracting business and industry to Portsmouth. (Adopted as amended 12/03/00)~~ **Assist the City Council and City Manager in the formulation of economic development goals for the City.**

2. ~~It shall be the general responsibility of the Economic Development Commission to increase and sustain the business and personal prosperity of all residents of this community while protecting and maintaining the quality of our natural environment and historic and cultural assets. This process should consist of the encouragement of a broad, productive community effort to coordinate and enhance the utilization of all community resources involved in any respect with economic development. The process should further ensure that adequate financing sources are available to those qualified enterprises, which desire to start up, expand, and/or locate in our Community. (Adopted as amended 12/03/00)~~ **Assess existing economic development policies of the City for the purpose of recommending such modifications as may be appropriate to promote the economic development goals of the City.**
3. **Formulate or assist in the formulation of new economic development strategies, policies, regulations, and ordinances for the purpose of achieving the economic development goals of the City in collaboration with the Assistant City Manager for Economic Development or as designated by the City Manager.**
4. **Prepare and submit recommendations to the City Council, the City Manager and other boards, committees, and commissions on a broad range of matters related to economic development, including, business development, public-private partnerships, maintenance and development of commercial, industrial, and business districts, and business retention and attraction programs.**
5. **Make recommendations to the City Council regarding the acquisition, bonding, developing, building, leasing, financing and mortgaging of commercial and industrial land and buildings and other matters incidental to retaining and attracting business and industry to the City.**
6. **Respond to inquiries of the City Council on matters relating to economic development.**
7. **Conduct research into the economic conditions and trends of the community and the greater regional economy.**

8. **Survey, meet and confer with businesses, civic organizations, developers, educational institutions, landowners, and citizens to promote the merits of economic development and to understand better the resources and needs of the community to support its continued health, success, and growth.**
9. **Provide leadership and guidance to the City Manager in the areas of planning, economic development and redevelopment.**
10. **Perform such other duties and provide such other information, assistance, and advice to the City Council, City Manager, and other boards, committees and commissions and as is consistent with Subsection B herein.**

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, September 5, 2023 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 1, Article VIII – CODE OF ETHICS – Preliminary, Section 1.801 – Definitions, and Section 1.802 – Conflicts of Interest. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article VIII – **CODE OF ETHICS**, Preliminary, Section 1.801 – DEFINITIONS, and Section 1.802 – CONFLICTS OF INTEREST of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE VIII: CODE OF ETHICS

PRELIMINARY

The citizens of Portsmouth are entitled to a fair, ethical, and accountable City government. The effective functioning of democratic government requires that all of its officials, whether elected or appointed, comply with both the letter and the spirit of the laws and be independent, impartial, and fair in their judgment and actions. Public Office is to be used for the public good, not for personal gains. Public deliberations and processes must be conducted in an atmosphere of respect and civility and openly, unless legally confidential. To this end, the City Council adopts this Code of Ethics for all of its officers and officials, whether elected or appointed.

Section 1.801: DEFINITIONS

For purpose of this Article, the following terms shall be defined in the following manner:

- A. **Charged Party:** That Officer or Employee alleged to have violated this Ordinance and is the subject of the Complaint.
- B. **Complaint:** Any written communication meeting the requirements of Section 1.806 (A).
- C. **Complainant:** The person making the Complaint.
- D. **Employee:** The term "Employee" shall include all employees of the City including the Police, School and Fire Departments whose salary is paid in whole or in part from the City Treasury.
- E. **Ethics Investigation Officer (EIO):** That person serving in the capacity as described in Section 1.805.
- F. **Governing Body:** The term "Governing Body" shall mean the City Council, School Board, Police Commission, or Fire Commission.

G. Officer: The term "Officer" shall be defined to include every person who serves the City of Portsmouth in any official position which is established by state law, the Municipal Charter, the Ordinances of the City or by appointment of the City Council.

H. Official Duties: The term "Official Duties" shall mean the following:

1. In the case of members of the City Council, School Board, Fire Commission, Police Commission and the City Manager, those duties and responsibilities set forth in the City Charter and/or established by State law.



In the case of all other Officers, those duties and responsibilities set forth in the legislation or vote which establishes the position held by the Officer or the job description for that position.

2. In the case of the Chief of Police, the Superintendent of Schools, the Fire Chief, and all employees, those duties and responsibilities set forth in the respective job description for each party or employee.

I. **Quasi-Judicial: Those City employees or officers who are required by state or municipal law to act in a neutral and impartial manner in making judicial-type decisions in the performance of any particular function, while performing that function.**

J. **Family: Any group of people closely related by blood, or marriage or choice, as parents, children, and members of one's household.**

K. **Direct Personal Interest: An interest in real estate created by the City employee or official or their family member being an owner or abutter of real estate being considered by a public body, or likewise, an interest in a business for which any action in their official capacity could result in personal or familial financial gain.**

L. **Direct Pecuniary Interest: A gain or loss in the form of money, property, or any other item of measurable value provided to or taken from a person.**

Section 1.802: CONFLICTS OF INTEREST

A. No Officer or employee shall engage in any business or transaction or shall have a financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his/or her official duties.

- B. Representing Private Interests Before City Agencies: No Officer or employee shall appear in behalf of private interests before any governing body or land use regulatory board of which the officer or employee is a member or membership on which is subject to approval by the officer or employee.

Officers and employees, however, may appear without compensation in behalf of constituents or in the performance of public or civic obligations. This section shall not prohibit appearances upon matters only incidentally requiring official action which do not develop into a substantial part of the employment, provided, that the retainer is not for the purpose of appearing before the governing body or land use regulatory board.

- C. Representing Private Interests Before Courts: No officer or employee shall represent private interests in any action or proceeding against the interests of the land use regulatory board or governing body of which the officer or employee is a member, or membership on which is subject to approval by the officer or employee in any litigation to which the City is a party.

- D. Disclosures of Interest in Legislation: A Councilor who has a direct or indirect financial or other private interest in any proposed legislation shall publicly disclose, on the official records of the Council, the nature and extent of such interest. **Reference is made to the separate and distinct disclosure obligations of municipal officials under Chapter 1, Article IX, Section 1.901 and election candidates under Article IX, Section 1.902.**

- E. Disclosures by Officer or Employee of Interest in Legislation: An officer or employee who has a direct or indirect financial interest or other private interest in any legislation and who participates in discussion before or gives official opinion to the Council, shall publicly disclose on the official record the nature and extent of such interest.

- F. Gifts and Favors: No officer or employee shall accept any gift, over over ~~\$100.00~~ **\$350.00 per calendar year**, whether in the form of service, loan, thing or promise, **travel and lodging, or** any other form from any person, firm or corporation which to his/or her knowledge is interested directly or indirectly in any manner whatsoever, in business dealings with the City. This provision shall not apply to campaign contributions ~~of \$100.00 or less.~~ **(See Section 1.901 of this ordinance.)**

- G. Disclosures of Confidential Information: Any officer or employee, who holds any investment direct or indirect in any financial, business, commercial or other private entity which creates a conflict with his/her

official duties shall publicly disclose on the official record the nature and extent of such interest.

- H. Investments in Conflict with Official Duties: Any officer or employee, who holds any investment direct or indirect in any financial, business, commercial or other private entity which creates a conflict with his/her official duties shall publicly disclose on the official record the nature and extent of such interest.
- I. Incompatible Employment: No officer or employee shall engage in or accept private employment or render or seek services or goods for private interests when such employment or service creates a conflict with his/her official duties.
- J. **Actions in a Quasi-Judicial Capacity: City employee or official acting in a quasi-judicial capacity must abide by all provisions of state law with regard to conflict of interest and ethics. This shall include:**
 - (a) **Compliance with all statutes and governing case law.**
 - (b) **Avoiding any involvement in an application when a family member is participating in any way in connection with the application presented to the City employee or official, inclusive of when that family member speaks at public comment or in a public hearing.**
 - (c) **Officials acting in a quasi-judicial capacity shall not speak publicly as members of the public at hearings on matters or issues that are pending before any public body of which they are a member, except when the official has a direct personal interest as defined herein.**
 - (d) **City employees or officials acting in a quasi-judicial capacity shall not participate as a party to any litigation which involves a person, property, or issue which might reasonably come before that employee or official when acting in a quasi-judicial capacity, except when the City employee or official has a direct personal interest as defined herein.**

Section 1.803: CONSEQUENCES OF VIOLATION

Any violation of any provisions of this ordinance shall constitute cause for public censure, suspension or removal from office or, in the case of Employees disciplinary action as may be set forth in any collective bargaining or employment agreement up to and including termination from employment.

Section 1.804: BOARD OF ETHICS

- A. A Board of Ethics ("BOE") is hereby created. This BOE shall consist of five (5) persons: two members shall be selected from the City Council and one member each from the School Board, Police Commission and Fire Commission. All members shall be selected by lot to maintain a full board as necessary. The City Attorney (ex officio) or such other legal counsel (ex officio) shall provide legal advice and support for the BOE. The BOE members shall be selected by lot and drawn at the first meeting of the calendar year of the governing bodies.
- B. Each BOE Member selected is required to serve unless the BOE Member is the subject of the Complaint, has a conflict of interest, or is excused due to unavailability or exceptional causes (such as a health issue).
- C. The BOE Members shall elect a chairperson and the BOE may adopt such rules for the conduct of its business as it sees fit. The BOE shall have the power to draw upon City departments for reports and information and stenographic and clerical help. They shall have all subpoena powers as may be available to them under State law.

Section 1.805: ETHICS INVESTIGATION OFFICER

- A. The position of Ethics Investigation Officer (EIO) is hereby created. The City Manager shall have the power to identify and retain an EIO, with approval from the Board of Ethics, to assist with the investigation and prosecution of any Complaint which has been referred for investigation. The EIO, with approval from the Board of Ethics, shall have sufficient experience and training to conduct the investigation.
- B. In the event the Complaint is against the City Manager, the responsibility to identify and retain an EIO shall reside with the City Attorney in agreement with the Mayor and with the approval of the Board of Ethics.

Section 1.806: COMPLAINTS, INVESTIGATIONS AND HEARING

- A. **Complaint Requirements.** Any person may submit a written complaint alleging one or more violations of Section 1:802. Such complaint must be based on personal knowledge, and set forth facts with enough specificity and detail for a determination of sufficiency for investigation. The Written Complaint must be signed under oath and include contact information, including: home address, phone number and email address (such personal contact information to be treated as

confidential upon request). The Complaint shall be delivered to the City Attorney with a copy to the Mayor and City Clerk. The City Attorney shall promptly provide a copy of the Complaint to the Charged Party.

B. Review for Sufficiency.

1. A Review for Sufficiency of the Complaint will be completed within thirty (30) days of receipt. This review will be based on the allegations contained in the Complaint and the immediately available record of any public meetings or records referenced in the Complaint.
2. The City Attorney and the Mayor shall conduct the Review for Sufficiency except in cases in which either is the subject of the Complaint. Complaints against the City Attorney shall be reviewed by the City Manager and Mayor. Complaints against the Mayor shall be reviewed by the City Attorney and the Assistant Mayor.
3. If the Complaint is deemed insufficient, the Complainant will be notified in writing of that decision with a copy provided to the Charged Party. A Complaint will be deemed sufficient if it is determined that the Complaint establishes some reasonable possibility that a violation of the Code of Ethics may have occurred.
4. If the Complaint is deemed to be sufficient for further investigation, it shall be referred to the EIO for further action and all parties will be notified of this step through a communication in writing. That communication in writing will contain the following:

This Determination of Sufficient does not determine the truth or falsity of any of the allegations contained in the Complaint or constitute any finding or conclusion that a violation occurred.

- C. Investigation Phase.** The EIO shall be provided the full cooperation of the City government to conduct such investigation as may be necessary to determine whether any violation may have occurred and next steps. The EIO shall have all subpoena powers as may be available under State law. The Charged Party shall have an opportunity to provide a response to the Complaint.

The EIO's investigation shall be completed within forty-five (45) days of the date of referral unless the Charged Party and the City's representative (City Manager or City Attorney) mutually agree to a longer period.

The EIO shall provide a written report with the conclusions reached in the completed investigation to the BOE. The EIO shall provide a non-binding recommendation as to the disposition of the Complaint to the BOE. Thereafter, all action with regard to the Complaint shall be taken by the BOE.

D. Board of Ethics Hearings.

1. The BOE shall take no further evidence on any Complaint, but shall make its determination based upon the report received from the EIO. However, the BOE shall hold at least one (1) public hearing at which the EIO, the Complainant, and the Charged Party shall be afforded an opportunity to present oral and written argument to the BOE. The BOE may hear from such other and further parties as it determines appropriate.
2. Any party may be represented by legal counsel at his or her own expense at any stage of an ethics proceeding.
3. The BOE shall issue a written decision within thirty (30) days of the final public hearing with findings and a disposition, dismissal or referral for further action if a violation has been found. If a violation has been found, the BOE shall recommend a sanction or penalty, and refer the matter to the City Council (if an Officer or the City Manager) or to the City Manager (if an Employee) for disposition, sanction or other action as set forth in Section 1:807.

- E.** If the employee is a member of a bargaining unit covered by the terms of a collective bargaining agreement, the investigation will comply with those provisions of the applicable collective bargaining agreement; this may include, but is not limited to the employee having Union representation at any investigative interview that may lead to discipline.

Section 1.807: DISPOSITION AND SANCTION

- A.** In the event that the BOE determines that any Officer or the City Manager committed a violation of this Ordinance, the City Council may take any of the following actions:
- a. Vote for removal pursuant to the City Charter as amended;
 - b. Vote to publicly censure or admonish the offending member;
 - c. Vote to place the matter on file; or
 - d. Vote to overturn the finding of a violation.
- B.** In the case of Employees, the City Manager shall have all rights available under any employment agreement or collective bargaining

agreement to discipline or terminate the employee and the City Manager shall make such report to the City Council as it determines necessary, in public or non-public session as may be determined at the time, as to the action taken.

- C. **Criminal Sanctions:** In addition to the civil sanctions imposed by this ordinance violation of any provision of this ordinance shall constitute a criminal offense and the City Council may authorize the City Attorney or any other attorney approved by it to prosecute such a violation in the Portsmouth District Court.

The penalty for violation of any provision of this Ordinance upon conviction in the Portsmouth District Court shall be \$1,000 for each offense.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, September 5, 2023 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on a Resolution Authorizing a Supplemental Appropriation from Unassigned Fund Balance for necessary expenditures related to Contractual Obligations. The City Council has determined that the sum of up to Eight Hundred Ninety Thousand (\$890,000.00) Dollars is to be appropriated from Unassigned Fund Balance to defray the expenditures related to contractual obligations for the Fiscal Year ending in June 30, 2024. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

**CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-THREE
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # -

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

RESOLVED:

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

THAT, the City Council has determined that the sum of up to **Eight Hundred Ninety Thousand (\$890,000.00) Dollars is to be appropriated from Unassigned Fund Balance to defray the expenditures related to contractual obligations for the Fiscal Year ending in June 30, 2024.**

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

APPROVED BY:

DEAGLAN MCEACHERN, MAYOR

**ADOPTED BY CITY COUNCIL
DATE**

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

SECTION 7.14-AMENDMENTS TO BUDGET AFTER ADOPTION

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



CITY OF PORTSMOUTH

City Hall, One Junkins Avenue
Portsmouth, New Hampshire 03801
kconard@cityofportsmouth.com
(603) 610-7201

Karen S. Conard
City Manager

Date: August 31, 2023

To: Honorable Mayor McEachern and City Council Members

From: Karen S. Conard, City Manager *KSC*

Re: City Manager's Comments on City Council Agenda of September 5, 2023

X. Public Hearings and Votes on Ordinances and/or Resolutions:

A. Public Hearing and Second Reading of Ordinance Amending Chapter 1, Article IV, Addition of New Section – Section 1.413 – Arts and Cultural Commission:

Attached please find an ordinance amendment to Chapter 1, Article IV, Addition of New Section – Section 1.413 – Arts and Cultural Commission.

I recommend that the City Council move to pass second reading and hold a third and final reading at the September 18th City Council meeting.

B. Public Hearing and Second Reading of Ordinance Amending Chapter 1, Article IV, Section 1.402 – Economic Development Commission – Subsections A, B, and C:

Attached please find an ordinance amendment to Chapter 1, Article IV, Section 1.402 – Economic Development Commission – Subsections A, B, and C.

I recommend that the City Council move to pass second reading and hold a third and final reading at the September 18th City Council meeting.

C. Public Hearing and Second Reading of Ordinance Amending Chapter 1, Article VIII – Code of Ethics – Preliminary Section 1.801 – Definitions and Section 1.802 – Conflicts of Interest:

Attached please find an ordinance amendment to Chapter 1, Article VIII – Code of Ethics – Preliminary Section 1.801 – Definitions, and Section 1.802 – Conflicts of Interest.

I recommend that the City Council move to pass second reading and hold a third and final reading at the September 18th City Council meeting.

D. Public Hearing and Adoption of Resolution Authorizing a Supplemental Appropriation from Unassigned Fund Balance for necessary expenditures related to Contractual Obligations. The City Council has determined that the sum of the Eight Hundred and Ninety Thousand (\$890,000) Dollars is to be appropriated from Unassigned Fund Balance to defray the expenditures related to contractual obligations for the Fiscal Year ending June 30, 2024:

Finance Director Judie Belanger has calculated the total first year cost for the five tentative Agreements (outlined below under my name for action this evening) at \$1,464,660. As you know, collective bargaining contingency funds were included in the FY24 adopted City budget. However, the amount budgeted was insufficient to cover the total cost and therefore I recommend the use of \$890,000 from Unassigned Fund Balance.

[Attached please find a resolution in the amount of \\$890,000](#) for expenditures related to these proposed contractual obligations.

I recommend that the City Council move to adopt the Resolution as presented.

XI. City Manager's Items Which Require Action:

Police and Fire Tentative Agreements:

I am pleased to report that negotiating teams for the Portsmouth Fire Commission and the Portsmouth Police Commission have reached Tentative Agreements (TA) on five (5) collective bargaining agreements, for which I am requesting approval at this evening's meeting. [Attached please find a memorandum from Tom Closson, the City's Labor Negotiator](#), providing more information about the agreements, [along with a memorandum from Judie Belanger, the City's Director of Finance and Administration](#) relative to total cost estimates over the life of all 5 TAs.

1. Approval of Tentative Agreement with the Firefighters Association of Portsmouth:

[Attached please find a tentative agreement with the Firefighters Association of Portsmouth.](#)

I recommend that the City Council move to approve the agreement as presented.

2. Approval of Tentative Agreement with the Portsmouth Professional Fire Officers Association:

[Attached please find a tentative agreement with the Portsmouth Professional Fire Officers Association.](#)

I recommend that the City Council move to approve the agreement as presented.

3. **Approval of Tentative Agreement with the Portsmouth Police Patrolman’s Union, NEPBA Local #11:**

Attached please find a tentative agreement with the Portsmouth Police Patrolman’s Union, NEPBA Local #11.

I recommend that the City Council move to approve the agreement as presented.

4. **Approval of Tentative Agreement with the Portsmouth Police Ranking Officers Association, NEPBA Local #220:**

Attached please find a tentative agreement with the Portsmouth Police Ranking Officers Association, NEPBA Local #220.

I recommend that the City Council move to approve the agreement as presented.

5. **Approval of Tentative Agreement with the Portsmouth Police Civilian Employees Association, NEPBA Local #111:**

Attached please find a tentative agreement with the Portsmouth Police Civilian Employees Association, NEPBA Local #111.

I recommend that the City Council move to approve the agreement as presented.

6. **Request for First Reading to Amend Various Sections Regarding Chapter 7, Snow Announcements:**

The Parking Division has reviewed and recommended updates to the City’s Snow Emergency Messaging Program as more fully explained in [Parking Division Director Ben Fletcher’s memorandum](#). In order to implement these changes to the Messaging Program, two sections of Chapter 7 should be consolidated and amended as set forth in the attached amendments to [Chapter 7, Article III, Section 7.321 \(Snow Emergency Parking Ban\)](#) and [Article X, Section 7.1002 \(Snow Removal Operations\)](#). These amendments have been reviewed and approved by the Parking Division, Public Works and Legal Departments and have been referred to the Parking and Traffic Safety Committee for consideration at their September 7, 2023 meeting.

I recommend that the City Council move to schedule first reading for amendments to Chapter 7, Article III, Section 7.321, Snow Emergency Parking Ban, and Article X, Section 7.1002, Snow Removal Operations, at the September 18, 2023 City Council meeting.

7. **New Hampshire Public Works Mutual Aid and Assistance Agreement:**

New Hampshire was one of the first states in the country to organize a mutual aid public works assistance program. If the City Council approves the New Hampshire Public Works Mutual Aid and Assistance Agreement included in your packet, Portsmouth will be added to the list of communities that can request and provide public works mutual aid to respond to unforeseen emergencies.

Participants may access a Mutual Aid Resource List maintained by the UNH Technology Transfer Center that names all participating municipalities and lists their available equipment and personnel. The current annual cost to join is \$25 a year and the decision to provide aid is always voluntary. The community receiving the aid is responsible for reimbursing the community providing the aid for costs and expenses incurred for personnel and equipment. The receiving and providing communities each retain their obligation to maintain insurance for their employees and pay any amounts due for personal injury or workers' compensation.

The Legal Department and Director of Public Works have reviewed and approved [the attached Agreement](#).

I recommend that the City Council move to adopt the New Hampshire Public Works Mutual Aid and Assistance Agreement as presented and authorize the City Manager to name the Director of Public Works as the Authorized Representative to execute the Agreement.

8. Disposition of Used DPW Vehicles:

[Attached please find a memorandum from the Department of Public Works](#) seeking to dispose of used vehicles. The Department recommends and requests that these used vehicles be traded-in as part of the new vehicle acquisition process.

I recommend that the Department of Public Works be authorized to dispose of the used vehicles identified through the trade-in process as described in the memorandum.

XVI. Approval of Grants/Donations:

A. Acceptance of Grant for the Police Department - \$1,300,000:

At the August 29, 2023 Police Commission meeting, [the Board of Police Commissioners approved and accepted a Forensic Shield Grant in the amount of \\$1,300,000](#) from the New Hampshire Department of Justice for the New Hampshire Internet Crimes Against Children (ICAC) Task Force.

I recommend that the City Council move to approve and accept the grant for the Police Department as presented.

XVII. City Manager's Informational Items:

1. Wastewater 101:

City staff are planning a "Wastewater 101" presentation to the community on Wednesday, September 13th at 6:30 p.m. at the Levenson Room of the Public Library, which will include an overview of basic wastewater concepts and definitions, the City's current wastewater system, status of current regulations, system performance, current challenges and upcoming projects.

2. **Household Hazardous Waste Collection Day:**

Attached please find a press release announcing [Household Hazardous Waste Collection Day on September 23rd](#). Residents of Portsmouth, Greenland and Newington are encouraged to bring household chemicals as outlined for safe disposal between 8:00 a.m. and 12 noon. Proof of residency is required.

3. **Update on FlashVote:**

The second of our six FlashVote surveys on the topic of parking will be sent out in mid-September. We are currently working with Parking staff and the Parking Utilization Study consultant to craft questions related to residents' utilization of the parking systems downtown. The next FlashVote survey, due out in October, will be on the topic of the Climate Action Plan and we are in the early planning stages for that survey based on the two previously held public input sessions.

**THOMAS M. CLOSSON
ATTORNEY AT LAW, PLLC**

To: City Manager Conard, Mayor McEachern, and Members of the
Portsmouth City Council
From: Tom Closson
Re: Tentative Agreements with Fire Department and Police Department
Unions
Date: September 5, 2023

I am pleased to report that negotiating teams for the Portsmouth Fire Commission and the Portsmouth Police Commission have reached tentative agreements on new collective bargaining agreements with the Firefighters Association of Portsmouth, New Hampshire (“Firefighters”); the Portsmouth Professional Fire Officers Association (“Fire Officers”) the Portsmouth Police Patrolman’s Union (“Police Officers”); the Portsmouth Police Ranking Officers Association (“Police Ranking”); and the Portsmouth Police Civilian Employees’ Association (“Police Civilians”).

I will provide you with the final costing analysis for each of these TAs prior to your upcoming meeting.

**HIGHLIGHTS OF THE FIRE DEPARTMENT
TENTATIVE AGREEMENTS**

Both Fire Department TAs are for 3-year CBAs, covering from July 1, 2023 to June 30, 2026. Both Fire Department TAs include robust but competitive compensation increases in year 1, followed by more modest compensation increases in year 2 and year 3. Both Fire Department TAs implement new, expanded wage schedules that will make future contractual wage adjustments more steady and more predictable for the City. Both Fire Department TAs include annual increases in the percentage of premium cost sharing that employees will pay for their health insurance, ultimately resulting in a split of 82% City/18% employee by the end of the CBAs. Finally, both Fire Department TAs reintroduce the stipend related to training for water rescue and related job functions.

HIGHLIGHTS OF THE POLICE DEPARTMENT TENTATIVE AGREEMENTS

All 3 Police Department TAs are for 4-year CBAs, covering from July 1, 2023 to June 30, 2027. Like the Fire Department TAs, the Police Department TAs also include robust but competitive compensation increases in year 1, followed by more modest increases in year 2, year 3, and year 4. The Police Department TAs also include annual increases in the percentage of premium cost sharing that employees will pay for their health insurance, ultimately resulting in a split of 82% City/18% employee by the end of the CBAs. The Police Officers TA and the Police Civilians TA include new, expanded wage schedules that will make future contractual wage adjustments more steady and more predictable for the City. The Police Officers TA and the Police Civilians TA also provide management with increased flexibility in slotting transfers from other departments onto the new wage schedules, significantly aiding recruiting efforts. Finally, all 3 Police Department TAs include comprehensive language governing the implementation of body-worn cameras and in-car video for all relevant personnel. See the attached Exhibit K.

SUMMARY OF RECOMMENDATION

Those of us who participated on the City's side of these negotiations (myself, Police Chief Newport, Deputy Police Chief Maloney, Fire Chief McQuillen, Police Commissioner Shaheen, Police Commissioner Scherr, and Fire Commissioner Gamester) all recognize that these TAs are expensive, particularly in comparison to prior CBAs that the City has negotiated with these same Unions. However, we agree that the TAs are necessary for the City's Police Department and the City's Fire Department to attract and to retain top talent in a uniquely competitive, once-in-a-generation market for quality public safety personnel. In the same vein, the TAs also include significant workplace improvements that the Chiefs and the Commissioners feel are necessary to keep their respective Departments running at the highest level of professionalism and excellence. I recommend these TAs to you for ratification. I will be prepared to address your specific questions in a non-public session on August 7, 2023. I have asked Police Chief Newport, Fire Chief McQuillen, Police Commissioner Shaheen, Police Commissioner Scherr, Fire Commissioner Gamester, and Finance Director Judie Belanger to join me.

FINANCE DEPARTMENT



MEMORANDUM

To: Karen Conard, City Manager
From: Judie Belanger, Director of Finance and Administration
Date: August 25, 2023
Re: Police and Fire Tentative Agreements

The following is in response to the Assistant Mayor, Joanna Kelley's inquiry at the August 7th City Council meeting regarding the total cost of the five Tentative Agreements ("TAs") for the Fire and Police personnel.

There are a total of five tentative agreements: the Firefighters Association of Portsmouth, New Hampshire ("Firefighters"); the Portsmouth Professional Fire Officers Association ("Fire Officers"); the Portsmouth Police Patrolman's Union ("Police Officers"); the Portsmouth Police Ranking Officers Association ("Police Ranking"); and the Portsmouth Police Civilian Employees' Association ("Police Civilians").

Each TA had a separate cost proforma prepared and presented to the City Council. The following summary tables represent the total estimated impacts of all five TAs combined over the proposed terms of the TAs.

In reviewing these tables, please note the following assumptions were utilized when estimating the cost of the TAs.

- The estimated calculations for all five TAs include all vacant positions.
- All three Police Department TAs are for a 4-year term, from July 1, 2023 to June 30, 2027.
- Both Fire Department TAs are for a 3-year term, from July 1, 2023 to June 30, 2026. Note, there are no estimates in FY27 for the Fire Department.
- The Police Department TAs all include language noting that the COLA increase will follow the 10-year rolling average of the CPI with a floor increase of 2% and a ceiling of 5%. For the purposes of projecting costs, the estimates presented utilize a 2% COLA increase for FY25, FY26, and FY27.
- The Fire Department TAs both include language that note the COLA increase for FY25 & FY26 will be 2%.
- The New Hampshire Retirement System (NHRS) set contributions rates for FY24 & FY25. When estimating costs in FY26 & FY27, the current rate was used. However,

these rates are expected to change.

	Current Rates		Subject to Change	
	FY24	FY25	FY26	FY27
Police Officers	31.28%	31.28%	31.28%	31.28%
Police Civilians	13.53%	13.53%	13.53%	13.53%
Fire Officers/Firefighters	30.35%	30.35%	30.35%	30.35%

The following table represents a Year-To-Year change over prior year budget, which provides an estimate of what an annual increase may be, utilizing the assumptions listed above. On a budgetary basis, this increase would be approximately 4.38%.

	FY24	FY25	FY26	FY27	Projected 4-Yr Total	
Police Ranking Officers TA through June 30, 2027	181,121	58,766	63,679	38,989	342,555	
Police Patrol TA through June 30, 2027	351,690	172,855	116,610	147,042	788,197	
Police Civilians TA through June 30, 2027	104,500	60,076	50,274	56,022	270,872	
Fire Officers TA through June 30, 2026	246,619	36,022	35,301	-	317,941	
Fire 1313 Local TA Through June 30, 2026	580,730	182,998	103,833	-	867,561	
ESTIMATED CITY COST FROM YEAR-TO-YEAR	1,464,660	510,717	369,696	242,053	2,587,146	Total Yr-to-Yr Increase
PERCENT INCREASE FROM YEAR-TO-YEAR	9.91%	3.48%	2.48%	1.59%	17.51%	Change FY24 to FY27
					4.38%	Avg % Change

The following table represents a cumulative estimated cost, meaning the actual total cost of the contracts over the full term of the CBAs utilizing the assumptions listed above. This total is \$7.2 Million, or an average of 12% per year.

	FY24	FY25	FY26	FY27	Projected 4-Yr Total	
Police Ranking Officers TA through June 30, 2027	181,121	239,887	303,566	342,555	1,067,129	
Police Patrol TA through June 30, 2027	351,690	524,546	641,155	788,197	2,305,587	
Police Civilians TA through June 30, 2027	104,500	164,576	214,850	270,872	754,798	
Fire Officers TA through June 30, 2026	246,619	282,641	317,941	-	847,201	
Fire 1313 Local TA Through June 30, 2026	580,730	757,490	854,648	-	2,192,868	
CUMMULATIVE CITY COST	1,464,660	1,969,139	2,332,160	1,401,624	7,167,583	Net Cost FY24-FY27
					48.52%	Total Cumulative FY24-FY27
					12.13%	Avg % Change per yr

Health Insurance: All five TAs include a 1% annual increase in the percentage of premium cost sharing that employees will pay for their health insurance, ultimately resulting in a split of 82% City and 18% employee contribution by the end of the Collective Bargaining Agreements which in turn results in a reduction in the City's contribution. In FY24 (year one), the reduction in the City's contribution will be approximately \$26,000. For each year thereafter, depending on the employee enrollment and annual premium rates, it is anticipated that the City's contribution will be further reduced by more than \$30,000 each year under the terms of the CBAs.

**THOMAS M. CLOSSON
ATTORNEY AT LAW, PLLC**

To: City Manager Conard, Mayor McEachern, and Members of the
Portsmouth City Council
From: Tom Closson
Re: Tentative Agreement with FireFighters
Date: September 5, 2023

Please see the attached tentative agreement with the Firefighters Association of Portsmouth, New Hampshire.

I recommend this tentative agreement to you for ratification.

PORTSMOUTH FIRE COMMISSION
AND
FIREFIGHTERS ASSOCIATION OF
PORTSMOUTH, NEW HAMPSHIRE

TENTATIVE AGREEMENT

The City will agree to the Union's proposal dated July 21, 2023 with the following new paragraph 3:

- A. Effective July 1, 2023, implement the salary schedules attached as Exhibit #1 (which reflect COLAs of 2% on 7/1/2024 and 7/1/2025);
- B. Effective July 1, 2023, migrate personnel onto the 7/1/2023 salary schedule in accordance with the attached Exhibit #2;
- C. During the term of the CBA, personnel will advance steps in accordance with the attached Exhibit #2; and (email on 7/31/23)
- D. New FFs hired after July 1, 2023 will be placed initially at Step 1 and will advance one (1) Step on each subsequent anniversary of their date of hire.

Date: 7/31/23


FIREFIGHTERS ASSOCIATION OF
PORTSMOUTH, NEW HAMPSHIRE

Date: 7/31/23


PORTSMOUTH FIRE COMMISSION

PORTSMOUTH FIRE COMMISSION
AND
FIREFIGHTERS ASSOCIATION OF PORTSMOUTH LOCAL 1313
PORTSMOUTH, NEW HAMPSHIRE

LOCAL 1313'S FINAL PACKAGE PROPOSAL
JULY 21, 2023

1. Change section IV (E) (1) (Check off) to add policy # 500-02 in reference to provisions on ambulance staffing

2. Delete current section V(A) (Salary Schedules) except current paragraph "Applicability After Contract Expires" (modify this paragraph with dates that correspond to the new CBA)

3. Adopt a new section V(A) (Salary Schedules) except to accomplish the following:

- A. On 7/1/2023, implement the new wage schedule set forth in the attached Exhibit #1;
 - B. On 7/1/2023, migrate bargaining unit members as noted in Exhibit #3;
 - C. Provide that personnel will advance steps, if eligible, on the anniversary date of hire;
 - D. On 7/1/2024, a 2.0% increase to the wage schedule (no other COLA or adjustment); and
 - E. On 7/1/2025, a 2.0% increase to the wage schedule (no other COLA or adjustment).

4. Change the first sentence of Section VI(A) (Hours of Duty) to read - *The work week of a bargaining unit member shall be an average of a 42 hour work week and it will consist of 24 hour shifts*

5. L1313 will remove current longevity proposal that is on the bargaining table and maintain current longevity bonus language that is in our CBA

6. Change section VII(F) (HEALTH INSURANCE) to:

A. Employer/Employee premium cost-sharing arrangement on the AB 20 RX 10/20/45 plan to 84%/16% on 7/1/2023, 83%/17% on 7/1/2024, and 82%/18% on 7/1/2025.

B. Add the AB 15 RX 10/20/45 plan as an additional plan option with and employer/employee premium cost-sharing arrangement of 90/10% on 7/1/2023, 89%/11% on 7/1/2024, 88%/12% on 7/1/2025

C. Delete provision related to "same sex domestic partner" coverage.

7.) Delete outdated and irrelevant "Cadillac tax" language in Section V(F)(2)

8.) Change Section XI(A) (Safety and Health) to correct the statutory reference to *NH RSA 141-G:4*

9.) Change Section XIII (Training) to eliminate the EMT- Paramedic Stipend.

10.) Change Section XIII (Training) to provide that the boat operator stipend will not be limited to "28' and over" and bargaining unit members will be eligible to receive the stipend (2% of base pay) after completing their coxswain training (as outlined in PFD policy 401-02)

11.) (Already TA'd) Change Section VI (B) EMERGENCIES: All members of the Fire Department shall be subject to recall for emergencies at the discretion of the Chief of the Department or the Assistant Chief of the Department, and the members of the bargaining unit shall be paid the rate of pay equal to one and one-half (1 1/2) times their usual hourly rate for all hours worked under such emergency conditions. In the event that a firefighter covered by this Agreement works less than four (4) hours in response to such an emergency, he/she shall be paid for four (4) hours at such overtime rate. Call-back will not be compounded, pyramided or added to compensation for any purpose.

An employee who is recalled for non-emergency reasons after hours shall be paid a minimum of four (4) hours at one and one-half (1.5) times their rate of pay providing that if such employee's regular duty commences within two (2) hour block, he/she will be paid at the overtime rate for only the time before regular duty. Once on regular duty, his/her normal rate of pay shall apply. Call-back pay will not be compounded, pyramided or added to compensation for any purpose.

12.) (Already TA'd) Change Section XIII (C) "Engineers." Engineers. Firefighter Engineers, in addition to their normal firefighter duties, shall be responsible for having knowledge of fireground operations and procedures, and perform the position of an officer in charge within the incident command structure in the absence of a senior fire officer. Firefighter Engineers shall also oversee the restocking and returning to service of all apparatus after an incident. A Firefighter will become eligible to receive the Engineer's stipend based on Department Policy 100-23. The stipend shall be 3.5% of base pay.

13.) L1313 agrees to remove the following Proposals from February 27, 2023:

A.) NEW, Career Development: Effective July 1, 2023, all members shall receive an annual stipend equaling \$1500.00. Such stipend shall be factored into an employee's base pay for all contractual purposes

B.) NEW, Retention: Effective July 1, 2023, all members shall receive an annual stipend equaling \$1000.00. Such stipend shall be factored into an employee's base pay for all other contractual purposes.

C.) NEW, AEMT/Paramedic recertification: Effective July 1, 2023, all members shall receive an annual stipend equaling \$1500.00. Such stipend shall be factored into an employee's base pay for contractual purposes.

14.) Change all dates as necessary to reflect and correspond to a CBA duration of 7/1/2023 through 6/30/2026.

EXHIBIT #1

	<u>7/1/2023</u>		<u>7/1/2024 (2% COLA)</u>		<u>7/1/2025 (2% COLA)</u>	
	<u>AEMT</u>	<u>PARA</u>	<u>AEMT</u>	<u>PARA</u>	<u>AEMT</u>	<u>PARA</u>
1	\$ 54,000	\$ 58,320	1 \$ 55,080	\$ 59,486	1 \$ 56,182	\$ 60,676
2	\$ 55,620	\$ 60,070	2 \$ 56,732	\$ 61,271	2 \$ 57,867	\$ 62,496
3	\$ 57,289	\$ 61,872	3 \$ 58,434	\$ 63,109	3 \$ 59,603	\$ 64,371
4	\$ 59,007	\$ 63,728	4 \$ 60,187	\$ 65,002	4 \$ 61,391	\$ 66,302
5	\$ 60,777	\$ 65,640	5 \$ 61,993	\$ 66,952	5 \$ 63,233	\$ 68,292
6	\$ 62,601	\$ 67,609	6 \$ 63,853	\$ 68,961	6 \$ 65,130	\$ 70,340
7	\$ 64,479	\$ 69,637	7 \$ 65,768	\$ 71,030	7 \$ 67,084	\$ 72,450
8	\$ 66,413	\$ 71,726	8 \$ 67,741	\$ 73,161	8 \$ 69,096	\$ 74,624
9	\$ 68,406	\$ 73,878	9 \$ 69,774	\$ 75,356	9 \$ 71,169	\$ 76,863
10	\$ 70,458	\$ 76,094	10 \$ 71,867	\$ 77,616	10 \$ 73,304	\$ 79,169
12	\$ 73,981	\$ 79,899	12 \$ 75,461	\$ 81,497	12 \$ 76,970	\$ 83,127
14	\$ 77,680	\$ 83,894	14 \$ 79,234	\$ 85,572	14 \$ 80,818	\$ 87,283

EXHIBIT #2

Date of hire	YOS 7/1/2023	7/1/2023	Steps in FY 24	7/1/2024 2% adjustment	Steps in FY 25	7/1/2025 2% adjustment	Steps in FY 26
10/15/2012	10.71	10P	12P 10/15/23		NO CHANGE		14P 10/15/2025
10/16/2017	5.71	9P	NOCHANGE		NO CHANGE		NO CHANGE
5/31/2022	1.09	2A	3A 5/31/2024		4A 5/31/25		5A 5/31/2026
3/17/2023	0.29	1A	2A 3/17/2024		3A 3/17/2025		4A 3/17/2026
11/7/2022	0.65	1A	2A 11/7/2023		3A 11/7/2024		4A 11/7/2025
6/1/2015	8.08	9P	10P 6/1/2024		NO CHANGE		12P 6/1/2026
8/12/2019	3.89	5A	NO CHANGE		6A 8/12/2024		7A 8/12/2025
7/16/2012	10.96	10P	12P 7/16/2023		NO CHANGE		14P 7/16/2025
8/9/2010	12.89	12P	NO CHANGE	MOVE TO 14P	Max step		Max step
2/3/2020	3.41	5A	NO CHANGE		6A 2/3/2025		7A 2/3/2026
7/9/2012	10.98	10P	12P 7/9/2023		NO CHANGE		14P 7/9/2025
2/8/2021	2.40	4A	4P WHEN MEDIC		5A OR 5P 2/8/2025		6A OR 6P 2/8/2026
6/12/2000	23.05	12A	NO CHANGE	MOVE TO 14A	Max step		Max step
10/27/2020	2.68	4P	NO CHANGE		5P 10/27/2024		6P 10/27/2025
10/1/2012	10.75	10A	12A 10/1/2023		NO CHANGE		14A 10/1/2025
9/24/2007	15.77	12A	NO CHANGE	MOVE TO 14A	Max step		Max step
7/9/2012	10.98	10P	12P 7/9/2023		NO CHANGE		14P 7/9/2025
5/31/2022	1.09	2A	3A 5/31/2024		4A 5/31/2024		5A 5/31/2026
7/29/2019	3.92	5P	NO CHANGE		6P 7/29/2024		7P 7/29/2025
10/30/2017	5.67	9P	NO CHANGE		NO CHANGE		NO CHANGE
8/2/2021	1.91	2P	3P 8/2/2023		4P 8/2/2024		5P 8/2/2025
5/7/2013	10.15	10P	12P 5/7/2024		NO CHANGE		14P 5/7/2026
7/23/2012	10.94	10P	12P 7/23/2023		NO CHANGE		14P 7/23/2025
5/7/2018	5.15	9P	NO CHANGE		NO CHANGE		NO CHANGE
11/1/1992	30.67	12A	NO CHANGE	MOVE TO 14A	Max step		Max step
5/7/2012	11.15	12A	NO CHANGE		14A 5/7/2025		Max step
3/7/2022	1.32	2A	3A 3/7/2024		4A 3/7/2025		5A 3/7/2026
9/22/2003	19.78	12A	NO CHANGE	MOVE TO 14A	Max step		Max step
6/26/2017	6.01	9P	NO CHANGE		NO CHANGE		10P 6/26/2026
10/11/2016	6.72	9P	NO CHANGE		NO CHANGE		10P 10/11/2025
7/18/2022	0.95	1A	2A 7/18/2023		3A 7/18/2024		4A 7/18/2025

PORTSMOUTH Firefighters Local 1313 - 7/31/23

Retirement Rate	32.99%	30.35%	30.35%	30.35%
COLA			2.00%	2.00%

CURRENT CONTRACT-LOCAL 1313 GROSS BUDGET (Steps only/No COLA)

Wages	FY23 Base Year	Budgeted		Projected		Projected 3-Yr Total
		FY24	FY25	FY25	FY26	
Salary	2,858,559	2,855,802	2,911,605	2,969,602	8,737,009	
Holiday	126,204	126,204	132,300	137,975	396,479	
Longevity	11,360	11,360	11,405	13,114	35,879	
Health Stipend	89,123	89,123	95,361	102,036	286,520	
Certification Stipend	228,831	214,558	220,550	232,400	667,508	
LTD & Life	15,037	15,021	9,400	10,200	34,621	
Retirement	1,063,912	973,605	994,224	1,017,663	2,985,492	
Medicare	48,054	47,807	48,883	50,099	146,789	
Clothing (No COLA applied)	33,600	33,600	33,600	33,600	100,800	
	4,474,680	4,367,080	4,457,327	4,566,690	13,391,097	

Year-to-Year CURRENT Gross Budget Change	(107,600)	90,247	109,363	92,009	Total Yr-to-Yr Increase*
% Change	-2.40%	2.07%	2.45%	2.06%	Change FY23 to FY26
				0.69%	Avg % Change

PROPOSED TENTATIVE AGREEMENT-LOCAL 1313 GROSS BUDGET

Wages	FY23 Base Year	Proposed		Projected		Projected 3-Yr Total
		FY24	FY25	FY25	FY26	
Salary	2,858,559	3,244,674	3,412,881	3,551,417	10,208,972	
Holiday (addition of Juneteenth)	126,204	156,261	164,028	164,028	484,317	
Longevity	11,360	11,360	12,784	14,552	38,696	
Health Stipend	89,123	89,123	95,361	102,036	286,520	
Certification Stipend	228,831	215,721	232,447	241,470	689,638	
LTD & Life	15,037	15,021	17,951	18,860	51,832	
Retirement	1,063,912	1,128,152	1,188,961	1,236,308	3,553,421	
Medicare	48,054	53,899	56,804	59,066	169,768	
Clothing	33,600	33,600	33,600	33,600	100,800	
	4,474,680	4,947,810	5,214,817	5,421,337	15,583,965	

Year-to-Year PROPOSED Gross Budget Change	473,130	267,007	206,520	946,657	Total Yr-to-Yr Increase
	10.57%	5.40%	3.96%	21.16%	Change FY24 to FY26
				7.05%	Avg % Change per yr

*Reduction in Retirement Rate

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

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

Wages	FY23 Base Year	Proposed		Projected		Projected 3-Yr Total
		FY24	FY25	FY25	FY26	
Salary		388,872	112,404	80,539	581,815	
Holiday		30,057	1,671	(5,675)	26,053	
Longevity		-	1,379	59	1,438	
Health Stipend		-	6,238	6,675	12,913	
Certification Stipend		1,163	10,734	(2,827)	9,070	
LTD & Life		-	8,551	109	8,660	
Retirement		154,547	40,191	23,907	218,645	
Medicare		6,091	1,830	1,045	8,966	
Clothing		-	-	-	-	

TOTAL COST OF TENTATIVE AGREEMENT	-	580,730	182,998	103,833	867,561	Total Yr-to-Yr Increase
		12.98%	4.19%	2.33%	19.39%	Change FY24 to FY26
					6.46%	Avg % Change

City Portion COST Year-To-Year 580,730 182,998 103,833

CUMULATIVE TENTATIVE AGREEMENT COST

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

Wages	FY23 Base Year	Proposed		Projected		Projected 3-Yr Total
		FY24	FY25	FY25	FY26	
Salary		388,872	501,276	581,815	1,471,963	
Holiday		30,057	31,728	26,053	87,838	
Longevity		-	1,379	1,438	2,817	
Health Stipend		-	-	-	-	
Certification Stipend		1,163	11,897	9,070	22,130	
LTD & Life		-	8,551	8,660	17,211	
Retirement		154,547	194,738	218,645	567,930	
Medicare		6,091	7,921	8,966	22,979	
Clothing		-	-	-	-	

TOTAL COST OF TENTATIVE AGREEMENT	-	580,730	757,490	854,648	2,192,868	Net Cost FY24-FY26
					49.01%	Total Cumulative FY24-FY26
					16.34%	Avg % Change per yr

Health

Firefighters

Original % Split

	FY24 Base	FY24	FY25	FY26
Total Premium	927,600	927,600	927,600	927,600

Existing	85%	85%	85%	85%
Employer	788,460.00	788,460.00	788,460.00	788,460.00

	15%	15%	15%	15%
Employee	139,140.00	139,140.00	139,140.00	139,140.00

Proposed	85%	84%	83%	82%
Employer	788,460.0	779,184.0	769,908.0	760,632.0
		(9,276)	(9,276)	(9,276)

	15%	16%	17%	18%
Employee	139,140.00	148,416.00	157,692.00	166,968.00
		9,276	9,276	9,276

	Year to Year				Total
Employer Savings	-	(9,276)	(9,276)	(9,276)	(27,828.00)
	Cumulative				
Employer Savings	-	(9,276)	(18,552)	(27,828)	(55,656.00)

**THOMAS M. CLOSSON
ATTORNEY AT LAW, PLLC**

To: City Manager Conard, Mayor McEachern, and Members of the
Portsmouth City Council
From: Tom Closson
Re: Tentative Agreement with Fire Officers
Date: September, 5 2023

Please see the attached tentative agreement with the Portsmouth Professional Fire Officers Association of Portsmouth, New Hampshire.

I recommend this tentative agreement to you for ratification.

PORTSMOUTH FIRE COMMISSION
AND
PORTSMOUTH PROFESSIONAL FIRE OFFICERS ASSOCIATION

TENTATIVE AGREEMENT

- 1.) Delete current Section V-A (Pay Increases, Longevity, Medical Insurance) except current last paragraph (Applicability After Contract Expires). Modify last paragraph with dates that correspond to new CBA.

- 2.) Adopt a new Section V-A to accomplish the following:
 - A. On 7/1/2023, implement the new wage schedule set forth in the attached Exhibit #1;

 - B. On 7/1/2023, migrate current employees onto the new wage schedules as set forth in the attached Exhibit #2;

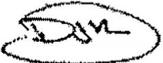
 - C. Provide that personnel will advance Steps, if eligible, on the anniversary date of their promotion to rank;

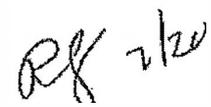
 - D. Provide that any Firefighter promoted to LT will be placed initially on the PR. TO LT Step;

 - E. Provide that after completing ten (10) years of service in the rank of Lieutenant in the Portsmouth Fire Department, a Lieutenant will advance to the LT 10 YR Step, and after completing fourteen (14) years of service in the rank of Lieutenant in the Portsmouth Fire Department, a Lieutenant will advance to the LT 14 YR Step;

 - F. Provide that any LT promoted to CP will be placed initially on the lowest CP step that will insure a wage increase as a result of the promotion;

 - G. Provide that after completing ten (10) years of service in the rank of Lieutenant, Captain, and/or Fire Prevention Officer in the Portsmouth Fire Department, a Captain will advance to the CP 10 YR Step, and after completing fourteen (14) years of service in the rank of Lieutenant,


20 July 2023



Captain, and/or Fire Prevention Officer in the Portsmouth Fire Department, a Captain will advance to the CP 14 YR Step;

- H. On 7/1/2024, a 2.0% increase to the wage schedule (no other COLA or adjustment); and
- I. On 7/1/2025, a 2.0% increase to the wage schedule (no other COLA or adjustment).

3.) Change Section V-F(1) to:

- A. Implement changes in the Employer/Employee premium cost-sharing arrangement on the AB 20 RX 10/20/45 plan to 84%/16% on July 1, 2023; 83%/17% on July 1, 2024; and 82%/18% on July 1, 2025; and
- B. Add the AB 15 RX 10/20/45 plan as an additional plan option, with an Employer/Employee premium cost-sharing arrangement of 90%/10% on July 1, 2023; 89%/11% on July 1, 2024; and 88%/12% on July 1, 2025.

4.) Delete outdated and irrelevant "Cadillac Tax" provision – Section V-F(2).

5.) Change the first sentence of Section VI-A (Hours of Work and Overtime) to read – The work week of a bargaining unit member shall be an average of a 42 hour work week and it will consist of 24 hour shifts.

6.) Change Section VIII (Holidays) to add Juneteenth and to change Columbus Day to Indigenous Peoples' Day

7.) Add Chamberlain, Egan, Kenneway, Miller, Regonini, and Ryll to the list of those eligible for a 2.0% Boat Stipend.

8.) Modify Section XV (Stipends) to change "Boat Operator (over 28)" to "Boat Operator (only for those Officers who are required by the Fire Chief to engage in boat operations)."

9.) Change all dates as necessary to reflect and correspond to a CBA duration of 7/1/2023 through 6/30/2026.

(Signature)

20 July 2023

(Signature)

Dated: 20 July 2023

[Signature]
Negotiating Team
Portsmouth Professional Fire Officers Association

Dated: 7/20/23

[Signature]
Negotiating Team
Portsmouth Fire Commission

RF 7/20

EXHIBIT #1

<u>NEW</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
<u>LT</u>		<u>2%</u>	<u>2%</u>
PR. TO LT	81103	82725	84380
12 M	83181	84794	86489
24 M	85209	86913	88652
36 M	87339	89086	90868
48 M	89523	91313	93140
10 YR	91761	93596	95468
14 YR	94055	95936	97855
<u>CP</u>			
PR. TO CP	91761	93596	95468
12 M	94055	95936	97855
24 M	96406	98335	100301
36 M	98817	100793	102809
48 M	101287	103313	105379
10 YR	103819	105896	108013
14 YR	106415	108543	110714

DK
20 July 2023

RF 7/20

EXHIBIT #2

FIRE OFFICERS - LIEUTENANT

<u>STEP</u>	<u>7/1/2023</u>
12 M	83,131
48 M	89,523
36 M	87,339
10Y	91,761
48 M	89,523
10Y	91,761
36 M	87,339
PROMOTION	81,103

FIRE OFFICERS - CAPTAIN

<u>STEP</u>	<u>7/1/2023</u>
48 M	101,287
24 M	96,406
PROMOTION	91,761
48 M	101,287
48 M	101,287
36 M	98,887

DJ
20 July 2023

RF
7/20

PORTSMOUTH FIRE OFFICERS 4039 - 7-31-23

Retirement Rate	32.99%	30.35%	30.35%	30.35%
COLA		2.55%	2.00%	2.00%

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

Wages	FY23 Base Year	*FY24	FY25	FY26	Projected 3-Yr Total
Salary	1,109,319	1,123,450	1,135,950	1,150,960	3,410,360
Holiday	41,974	41,974	43,652	45,180	130,806
Longevity	12,036	12,036	13,189	14,130	39,355
Health Stipend	29,707	29,707	31,489	33,378	94,574
Certifications Stipend	142,410	142,410	142,410	144,650	429,470
LTD & Life	5,909	5,942	6,035	6,250	18,227
Retirement	430,763	400,581	405,234	411,218	1,217,032
Medicare	19,364	19,569	19,817	20,130	59,516
Clothing	8,400	8,400	8,400	8,400	25,200
	1,799,882	1,784,068	1,806,176	1,834,296	5,424,541

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

	(15,814)	22,107	28,121
	-0.88%	1.24%	1.56%

*Reduction in Retirement Rate

34,414	Total Yr-to-Yr Increase*
1.91%	Change FY24 to FY26
0.64%	Avg % Change

PROPOSED TENTATIVE AGREEMENT-RANKING GROSS BUDGET

Wages	FY23 Base Year	*FY24	FY25	FY26	Projected 3-Yr Total
Salary	1,109,319	1,302,753	1,341,189	1,379,150	4,023,092
Holiday (11.5 days to 12.5 days for Juneteenth)	41,974	52,777	54,524	56,165	163,466
Longevity	12,036	12,036	13,273	14,666	39,975
Health Stipend	29,707	29,707	31,489	33,378	94,574
Certifications Stipend	142,410	132,093	132,637	137,721	402,451
LTD & Life	5,909	6,583	7,055	7,255	20,893
Retirement	430,763	464,163	477,440	491,998	1,433,600
Medicare	19,364	22,176	22,810	23,506	68,492
Clothing	8,400	8,400	8,400	8,400	25,200
	1,799,882	2,030,687	2,088,817	2,152,238	6,271,742

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

	230,805	58,129	63,421
	12.82%	2.86%	3.04%

*Reduction in Retirement Rate

352,356	Total Yr-to-Yr Increase
19.58%	Change FY24 to FY26
6.53%	Avg % Change per yr

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

Wages	FY23 Base Year	*FY24	FY25	FY26	Projected 3-Yr Total
Salary		179,303	25,936	22,951	228,190
Holiday (11.5 days to 12.5 days for Juneteenth)		10,803	69	113	10,985
Longevity		-	84	452	536
Health Stipend		-	-	-	-
Certifications Stipend		(10,317)	544	2,844	(6,929)
LTD & Life		641	379	(15)	1,005
Retirement		63,582	8,624	8,574	80,779
Medicare		2,607	386	382	3,375
Clothing		-	-	-	-

TOTAL COST OF TENTATIVE AGREEMENT

-	246,619	36,022	35,301
	13.70%	2.02%	1.95%

317,941	Total Yr-to-Yr Increase
17.66%	Change FY24 to FY26
5.89%	Avg % Change

City Portion COST Year-To-Year

CUMULATIVE TENTATIVE AGREEMENT COST

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

Wages	FY23 Base Year	*FY24	FY25	FY26	Projected 3-Yr Total
Salary	-	179,303	205,239	228,190	612,732
Holiday (11.5 days to 12.5 days for Juneteenth)	-	10,803	10,872	10,985	32,660
Longevity	-	-	84	536	620
Health Stipend	-	-	-	-	-
Educational Stipend	-	(10,317)	(9,773)	(6,929)	(27,019)
LTD & Life	-	641	1,020	1,005	2,666
Retirement	-	63,582	72,206	80,779	216,567
Medicare	-	2,607	2,993	3,375	8,975
Clothing	-	-	-	-	-

TOTAL COST OF TENTATIVE AGREEMENT

-	246,619	282,641	317,941
---	---------	---------	---------

847,201	Net Cost FY24-FY26
47.07%	Total Cumulative FY24-FY26
15.69%	Avg % Change per yr

Health

Original % Split

	FY24 Base	FY24	FY25	FY26
Total Premium	258,376	258,376	258,376	258,376

Existing	85%	85%	85%	85%
Employer	219,619.60	219,619.60	219,619.60	219,619.60

	15%	15%	15%	15%
Employee	38,756.40	38,756.40	38,756.40	38,756.40

Proposed	85%	84%	83%	82%
Employer	219,619.6	217,035.8	214,452.1	211,868.3
		(2,584)	(2,584)	(2,584)

	15%	16%	17%	18%
Employee	38,756.40	41,340.16	43,923.92	46,507.68
		2,584	2,584	2,584

	Year to Year				Total
Employer Savings	-	(2,584)	(2,584)	(2,584)	(7,751.28)
	Cumulative				
Employer Savings	-	(2,584)	(5,168)	(7,751)	(15,502.56)

**THOMAS M. CLOSSON
ATTORNEY AT LAW, PLLC**

To: City Manager Conard, Mayor McEachern, and Members of the
Portsmouth City Council
From: Tom Closson
Re: Tentative Agreement with Portsmouth Patrolman's Union
Date: September, 5 2023

Please see the attached tentative agreement with the Portsmouth Patrolman's Union.

I recommend this tentative agreement to you for ratification.

**CITY OF PORTSMOUTH
And
PORTSMOUTH POLICE PATROLMAN’S UNION
CITY’S PACKAGE PROPOSAL – JUNE 20, 2023¹**

<u>CBA SECTION</u>	<u>PROPOSED CHANGE</u>
Duration	Four-year CBA – from July 1, 2023 through June 30, 2027.
9 (Residency)	Delete.
14 (Special Details)	Effective July 1, 2023, incorporate Special Details MOU.
16 (Promotions)	Effective July 1, 2023, incorporate language from signed MOU.
18 (Temporary Service Out-Of-Rank)	Effective July 1, 2023, modify to provide that pay is at Step 1 of the wage schedule for the employee whose position is being covered.
19 (Salaries)	Delete paragraph D.
19 (Salaries)	<p>July 1, 2023, adopt and implement new Wage Schedule (<u>see the attached Exhibit A</u>).</p> <p>COLA based on 10 year rolling average CPI-U for Boston-Cambridge-Newton on July 1, 2024; July 1, 2025; and July 1, 2026. COLA will have a floor of 2% and a ceiling of 5%.</p> <p>Although no COLA will be applied to the wage schedule on July 1, 2023, a COLA based on the 10-year rolling average CPI-U for Boston-Cambridge-Newton, with a floor of 3% and a ceiling of 5%, will be applied on July 1, 2023 to those other contractual benefits that are currently adjusted by COLA. On July 1, 2024; July 1, 2025; and July 1, 2026, those same contractual benefits will have a COLA applied based on the 10-year rolling average CPI-U for Boston-Cambridge-Newton, with a floor of 2% and a ceiling of 5%.</p>
19 (Salaries)	July 1, 2023, adopt and implement new Special Details schedule (<u>see the attached Exhibit B</u>).
20 (Hours Of Duty)	July 1, 2023, incorporate 4/3 MOU.

¹ This is a package proposal, meaning that if any part of the proposal is rejected, the entire proposal will be considered rejected.

22(A)(3) (Travel Reimbursement)	Clean up "flat limo" reference.
23 (Outside Work Details)	Increase to \$60.00/hour on July 1, 2023, and increase by COLA based on 10 year rolling average CPI-U for Boston-Cambridge-Newton on July 1, 2024, July 1, 2025, and July 1, 2026. COLA will have a floor of 2% and a ceiling of 5%.
28 (Holidays)	July 1, 2023, add Juneteenth as a paid holiday.
29 (Personal Days)	July 1, 2023, change "4 days" to "40 hours."
30 (Vacation)	Clean up language on vacation pick. Also provide that new hires will be permitted to accrue vacation time at a rate of .833/days per month during the first year of employment. Additionally, lateral hires, upon completion of their probationary period, may, at the Chief of Police's discretion, be granted additional vacation leave based on their prior law enforcement experience. However, no lateral hire will be granted more vacation leave than a similarly experienced current employee.
39 (Health Insurance)	Add AB15 plan as an additional option at a premium split of 90%/10% on July 1, 2023; 89%/11% on July 1, 2024; 88%/12% on July 1, 2025; and 87%/13% on July 1, 2026.
39 (Health Insurance)	Change the premium cost sharing arrangement on the AB20 plan to 85%/15% on July 1, 2023; 84%/16% on July 1, 2024; 83%/17% on July 1, 2025; and 82%/18% on July 1, 2026.
39 (Health Insurance)	Remove Blue Choice plans as an option.
39 (Health Insurance)	Remove all "Cadillac Tax" language.
44 (Longevity)	July 1, 2023, adopt and implement new Longevity Schedule (see the attached <u>Exhibit C</u>).
55 (Education Stipend)	Effective July 1, 2024 adopt Education Stipend scale to mirror percentages as outlined in Ranking Officers' CBA (Vet/Assoc. – 1.5%; BA – 2.5%; M/JD/PhD – 3.0%). Apply COLA based on 10-year rolling average CPI-U for Boston-Cambridge-Newton on July 1, 2025 and July 1, 2026. COLA will have a floor of 2% and a ceiling of 5%.
56 (Union Leave)	Effective July 1, 2023, an aggregate total of forty (40) hours of paid leave will be available to the Union's Executive Board members to attend Union related activities such as training, seminars, conventions, and quarterly meetings.

MISC – Body Mounted Cameras	Add body mounted camera policy/provision.
MISC – Parental Leave	Implement parental leave policy.
MISC - LTD	Sixty (60) days after finalization of CBA, add LTD benefit.

June 20, 2023



Negotiating Team
Portsmouth Police Commission

June 20, 2023



Negotiating Team
Portsmouth Police Patrolman's Union

EXHIBIT A

WAGE PROPOSAL TO THE PORTSMOUTH POLICE PATROL OFFICERS – MAY 25, 2023

- 1.) On 7/1/2023, create and implement a new Police Department wage schedule.
 - A. Set new starting Patrol Officer wage rate at \$60,000.
 - B. Create a new 18 Step Patrol Officer wage schedule, with annual Steps at 2.0% increments.
 - C. On 7/1/2023, migrate current personnel with only Portsmouth law enforcement experience onto the new wage schedule, with adjustments necessary to insure a minimum 3.0% wage increase in year 1 of the CBA.

<u>STEP ON 6/30/2023</u>	<u>NEW STEP ON 7/1/2023</u>
Patrol 6 Month	Patrol 1
Patrol 18 Month	Patrol 2
Patrol 30 Month	Patrol 4
Patrol 42 Month	Patrol 6
Patrol 6 Year	Patrol 7
Patrol 8 Year	Patrol 8
Patrol 10 Year	Patrol 10
Patrol 12 Year	Patrol 12
Patrol 15 Year	Patrol 15
Patrol 16 Year	Patrol 16 - Patrol 18 (depending on actual years of law enforcement experience)

- D. On 7/1/2023, migrate current personnel with other law enforcement experience onto the new wage schedule to reflect years of other law enforcement experience. Current Officers with more than ten (10) years of other law enforcement experience will be placed at Step Patrol 10 and will proceed up the scale with annual Steps thereafter.

- 2.) Police Chief will have the discretion to place new personnel onto the wage schedule to reflect prior law enforcement experience.
- 3.) After initial placement on the new wage schedule, subsequent Steps will occur on 7/1/2024, 7/1/2025, and 7/1/2026, not on anniversary of DOH.
- 4.) The designation of Master Patrol will no longer have a connection to wages – it will simply be a designation/title granted after 10 years of successful, continuous service in the Portsmouth Police Department.
- 5.) A Patrol Officer promoted to Sergeant will be placed on Sergeant Step 1.
- 6.) On 7/1/2024, 7/1/2025, and 7/1/2026, there will be a COLA to the wage schedule based on the 10-year rolling average of the CPI-U for Boston-Cambridge-Newton, with a floor of 2% and a ceiling of 5%.

New Contract

Step	FY2024
1	60,000
2	61,200
3	62,424
x 4	63,672
5	64,946
6	66,245
7	67,570
8	68,921
9	70,300
10	71,706
11	73,140
12	74,602
13	76,095
14	77,616
15	79,169
16	80,752
17	82,367
18	84,014

+ summe
METU TRAINING

EXHIBIT B

SPECIAL DETAILS		
SRO, K9, CPO, Training Officer, Comfort Dog		
Step	FY23	FY24
1	\$ 1,872.08	\$ 2,000.00
2	\$ 2,231.44	\$ 2,500.00
3	\$ 2,591.97	\$ 3,000.00
Detectives*		
Step	FY23	FY24
1	\$ 1,872.08	\$ 2,500.00
2	\$ 2,231.44	\$ 3,000.00
3	\$ 2,591.97	\$ 3,500.00
4	Same as Step 3	\$ 4,000.00
5	Same as Step 3	\$ 5,000.00

FY23 = Current

FY24 = Effective July 1, 2023

EXHIBIT C

LONGEVITY	
Yrs Completed	FY24
5 to 9	\$500.00
10 to 14	\$1,000.00
15 to 19	\$1,500.00
20+	\$2,000.00

PORTSMOUTH POLICE PATROL OFFICERS - 7/25/23

Retirement Rate	33.88%	31.28%	31.28%	31.28%	31.28%
COLA		2.55%	2.00%	2.00%	2.00%

CURRENT CONTRACT-LOCAL 11 GROSS BUDGET (Steps only/No COLA)

Wages	FY23 Base Year	Budgeted		Projected		Projected 3-Yr Total
		FY24	FY25	FY26	FY27	
Salary	3,318,793	3,345,465	3,380,777	3,450,050	3,487,668	13,663,960
Holiday	146,637	147,708	150,079	152,468	154,224	604,478
Longevity	15,277	11,586	11,405	13,114	15,050	51,156
Special Detail	35,207	34,126	35,206	35,567	36,288	141,186
Health Stipend	10,000	14,000	14,000	14,000	14,000	56,000
Shift Differential	-	-	-	-	-	-
Educational Stipend	44,500	49,500	51,000	51,000	51,000	202,500
LTD (Effective 9/1/23)	-	-	-	-	-	-
Retirement	1,209,657	1,126,826	1,139,364	1,162,427	1,175,574	4,604,191
Medicare	51,771	52,235	52,816	53,885	54,494	213,430
Clothing (Includes COLA)	44,500	47,656	47,656	47,656	47,656	190,626
	4,876,342	4,829,102	4,882,303	4,980,167	5,035,955	19,727,527

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

(47,240)	53,201	97,864	55,788
-0.97%	1.10%	2.00%	1.12%

159,613	Total Yr-to-Yr Increase*
3.27%	Change FY23 to FY27
0.82%	Avg % Change

PROPOSED TENTATIVE AGREEMENT-LOCAL 11 GROSS BUDGET

Wages	FY23 Base Year	Proposed		Projected		Projected 4-Yr Total
		FY24	FY25	FY26	FY27	
Salary	3,318,793	3,547,705	3,674,572	3,813,177	3,947,012	14,982,465
Holiday (addition of Juneteenth)	146,637	170,558	176,831	183,705	190,291	721,385
Longevity	15,277	21,500	23,970	29,651	35,519	110,641
Special Detail (New Scale FY23 + COLA FY25+)	35,207	58,000	59,160	66,586	70,040	253,785
Health Stipend	10,000	14,000	14,000	14,000	14,000	56,000
Shift Differential	-	-	-	-	-	-
Educational Stipend (scale change FY25)	44,500	51,000	85,161	88,417	91,511	316,089
LTD (Effective 9/1/23)	-	14,194	14,819	15,472	16,037	60,522
Retirement	1,209,657	1,208,272	1,261,740	1,312,364	1,360,171	5,142,546
Medicare	51,771	56,010	58,489	60,835	63,051	238,585
Clothing (COLA included)	44,500	49,086	50,067	51,069	52,091	202,313
	4,876,342	5,190,325	5,418,808	5,635,276	5,839,723	22,084,132

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

313,983	228,483	216,467	204,447
6.44%	4.40%	3.99%	3.63%

*Reduction in Retirement Rate

963,381	Total Yr-to-Yr Increase
19.76%	Change FY24 to FY27
4.94%	Avg % Change per yr

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

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

Wages	FY23 Base Year	Proposed		Projected		Projected 4-Yr Total
		FY24	FY25	FY26	FY27	
Salary	-	202,240	91,555	69,332	96,217	459,344
Holiday	-	22,851	3,901	4,485	4,830	36,067
Longevity	-	9,914	2,651	3,972	3,932	20,469
Special Detail	-	23,874	80	7,065	2,733	33,752
Health Stipend	-	-	-	-	-	-
Shift Differential	-	-	-	-	-	-
Educational Stipend	-	1,500	32,661	3,256	3,094	40,511
LTD (Effective 9/1/23)	-	14,194	625	653	565	16,037
Retirement	-	81,446	40,930	27,561	34,660	184,597
Medicare	-	3,775	1,897	1,278	1,607	8,557
Clothing	-	1,430	981	1,002	1,022	4,434
	-	361,223	175,282	118,603	148,659	803,768

TOTAL COST OF TENTATIVE AGREEMENT

803,768	Total Yr-to-Yr Increase
16.48%	Change FY24 to FY27
4.12%	Avg % Change

ICAC Grant Paid Portion of Total
City Portion COST Year-To-Year

(9,534)	(2,427)	(1,994)	(1,617)
351,690	172,855	116,610	147,042

CUMULATIVE TENTATIVE AGREEMENT COST

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

Wages	FY23 Base Year	Proposed		Projected		Projected 4-Yr Total
		FY24	FY25	FY26	FY27	
Salary	-	202,240	293,795	363,127	459,344	1,318,505
Holiday	-	22,851	26,752	31,237	36,067	116,907
Longevity	-	9,914	12,565	16,537	20,469	59,485
Special Detail	-	23,874	23,954	31,019	33,752	112,599
Health Stipend	-	-	-	-	-	-
Shift Differential	-	-	-	-	-	-
Educational Stipend	-	1,500	34,161	37,417	40,511	113,589
LTD (Effective 9/1/23)	-	14,194	14,819	15,472	16,037	60,522
Retirement	-	81,446	122,376	149,937	184,597	538,356
Medicare	-	3,775	5,673	6,950	8,557	24,956
Clothing	-	1,430	2,411	3,413	4,434	11,687
	-	361,223	536,506	655,109	803,768	2,356,606

TOTAL COST OF TENTATIVE AGREEMENT

Net Cost FY19-FY23

ICAC Grant Paid Portion of Total
City Portion COST Cumulative

(9,534)	(11,960)	(13,954)	(15,571)
351,690	524,545	641,155	788,197

48.33%	Total Cumulative FY24-FY27
12.08%	Avg % Change per yr

* The IMPLICIT cost of adding 8hrs Personal Day time is \$13,645 for FY24

Health

Original % Split

	FY24 Base	FY24	FY25	FY26	FY27
Total Premium	1,065,971	1,065,971	1,065,971	1,065,971	1,065,971

Existing	86%	86%	86%	86%	86%
Employer	916,735.06	916,735.06	916,735.06	916,735.06	916,735.06

	14%	14%	14%	14%	14%
Employee	149,235.94	149,235.94	149,235.94	149,235.94	149,235.94

Proposed	86%	85%	84%	83%	82%
Employer	916,735.1	906,075.4	895,415.6	884,755.9	874,096.2
		(10,660)	(10,660)	(10,660)	(10,660)

	14%	15%	16%	17%	18%
Employee	149,235.94	159,895.65	170,555.36	181,215.07	191,874.78
		10,660	10,660	10,660	10,660

	Year to Year					Total
Employer Savings	-	(10,660)	(10,660)	(10,660)	(10,660)	(42,638.84)
	Cumulative					
Employer Savings	-	(10,660)	(21,319)	(31,979)	(42,639)	(106,597.10)

EXHIBIT F

BODY-WORN CAMERAS AND IN-CAR VIDEO

I. Introductory Discussion And General Considerations

- A. It is the mission of the Portsmouth Police Department (Department) to promote and maintain accountability and trust between the Department and the community it serves.
- B. Body-Worn Cameras (BWC) and In-Car Video (ICV) are intended to depict events occurring in the presence of an Officer for courtroom presentation.
- C. BWC and ICV are only tools to evaluate an event and/or an Officer's performance. These tools have numerous limitations.
 1. BWC and ICV do not follow an Officer's eyes or see everything as the Officer perceives and there is often a disconnect between the Officer's field of view and visual perception as compared to BWC and ICV.
 2. BWC and ICV do not factor in on-scene intelligence or stressors that impact human perception.
 3. BWC and ICV often do not record danger cues that Officers have been trained to perceive such as resistive tension and subtle movement that may appear innocuous on film to a layperson but convey risk and danger to a trained, streetwise Officer.
 4. BWC and ICV may filter lighting conditions differently than the human brain, creating an inaccurate video depiction of an event that is more well-lit than the actual event as viewed by the Officer.
 5. BWC and ICV only record in two dimensions and recordings may distort the depth of objects as seen in real time by the Officer.
 6. Video recording frame rates and predictive imaging technology in BWC and ICV may result in footage that does not accurately reflect the timing and other aspects of the events recorded.
 7. BWC and ICV improperly encourage second-guessing. Under calm and comfortable conditions, far removed from the stress of an actual interaction, untrained reviewers can infinitely replay the action,

scrutinize it in slow motion, freeze frames, and unfairly engage in an analysis of what "could have or should have" happened.

- D. Given these and other known limitations, this policy acknowledges that BWC and ICV are not to be used as a substitute for analyzing police conduct from the constitutionally recognized reasonable Officer standard. In short, the policy recognizes that it is always easier to analyze a situation after the fact and with the benefit of hindsight than it is to act in the tension, pressure, and danger that an Officer may perceive during the event.
- E. The objective of BWC and ICV will be to:
1. Provide accurate accounting of daily interaction between citizens and the police.
 2. Identify training needs to enhance Officer safety.
 3. Improve Officer performance.
 4. Enhance the Department's ability to review probable cause for arrest, Officer and public interactions, evidence for investigative and prosecutorial purposes, and provide additional information for the evaluation and training of Officers.
- F. The intent of this policy is to establish guidelines and instructions for the use of BWC and ICV so that Officers may reliably record their contact with the public in the performance of their official duties, in accordance with this policy and all applicable laws.
- G. Sworn personnel that are issued a BWC shall utilize it as required by this policy.
- H. Front-line marked police cruisers may be equipped with ICV, which equipment will be utilized as required by this policy.
- II. **Definitions (NH RSA 105-D:1)**
- A. **Body worn camera (BWC):** an electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings that may be worn about the person of a law enforcement Officer.

- B. **Community caretaking function:** a task undertaken by a law enforcement Officer in which the Officer is performing an articulable act unrelated to the investigation of a crime. It includes, but is not limited to, participating in town halls or other community outreach, helping a child find his parents, providing death notifications, dealing with individuals asking for directions or other assistance, and performing in-home or hospital well-being checks on the sick, elderly, or persons presumed missing.
- C. **In uniform:** a law enforcement Officer who is wearing any officially authorized police uniform designated by a law enforcement agency, or a law enforcement Officer who is visibly wearing articles of clothing, a badge, tactical gear, gun belt, a patch, or other insignia that he or she is a law enforcement Officer acting in the course of his or her duties.
- D. **Law enforcement-related encounters or activities:** include, but are not limited to, traffic stops, pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd control, traffic control, non-community caretaking interactions with an individual while on patrol, or any other instance in which the Officer is enforcing the laws of the municipality, county, or state. The term does not include:
1. Activities when the Officer is completing paperwork alone or is in the presence of another Officer or Officers; or
 2. Community caretaking functions
- E. **Recording:** the process of capturing data or information stored on a recording medium.
- F. **Recording medium:** any recording medium for the retention and playback of recorded audio and video including, but not limited to, VHS, DVD, hard drive, cloud storage, solid state, digital, flash memory technology, or any other electronic medium.
- G. **Subject of the recording:** any law enforcement Officer, suspect, victim, detainee, conversant, injured party, witness, or other similarly situated person who appears on the recording and shall not include people who only incidentally appear on the recording.

III. Limitations

- A. Officers shall only use BWC and ICV equipment issued and maintained by the Department.
- B. BWC and ICV equipment and all data, images, and video captured, recorded, or otherwise produced by the equipment are the property of the Department and subject to restrictions in this policy.
- C. Officers who are assigned BWCs and/or ICV shall complete a Department training program to ensure proper use and operation. Such training will include:
 - 1. Review of this policy.
 - 2. Review of NH RSA 105-D, Body-Worn Cameras.
 - 3. Review of NH RSA 570-A:2, II (j), Wiretapping and Eavesdropping.
 - 4. Review of the features and functions of the Department's BWC and ICV systems.
 - 5. Review of Department procedures for securing and saving required video evidence.
 - 6. Review of privacy rights and applicable case law.
- D. BWCs will be worn in the custom carrier provided by the manufacturer, inside the Officer's uniform at the sternum as prescribed by the manufacturer. Any modifications or tailoring of the uniform required to wear the BWC will be at the expense of the Department.

IV. Procedures

- A. NH RSA 570-A:2 provides the authority for an Officer to make recordings in conjunction with routine stops provided that the Officer first gives notification of such recording to the party to the communication. Accordingly, upon contacting any subject(s) to the recording process, the Officer shall advise the subject(s) that they are being recorded, but their permission is not necessary, including when the person that is stopped pulls into a driveway and is

encountered while on the curtilage of the property.

- B. Sworn personnel will only use their BWC while in uniform and during engagement in a primary patrol function, or while performing the duties of the Department in an official capacity. Proper use will include any call requiring law enforcement action or interaction with adversarial persons.
- C. Officers on extra duty details are required to wear their BWC. However, Officers are not required to activate their BWC unless they engage in a law enforcement function or are confronted by an antagonistic citizen.
- D. Officers on roadside details will not be required to wear their BWC. Officers will have the option to have their BWC with them if they choose. This will reduce the incidents of damage to the equipment from harsh roadside conditions.
- E. Detectives will not be required to wear their BWCs in the normal course of their duties. However, if a Detective is involved in an operation requiring the Detective to wear a ballistic carrier, the Detective will also wear their BWC on the vest in the manner prescribed by this policy. Any police action taken during the operation will be recorded.
- F. At the beginning of each tour of duty, Officers will determine if their assigned BWC and ICV are positioned correctly and working properly. Officers will promptly notify their Supervisor, or the on-duty Shift Commander, of any malfunction.
- G. Recordings will be specific to an incident. Officers will not indiscriminately record entire duties or patrols.
- H. Officers will activate the video and audio components of the BWC and ICV and start recording upon arrival on scene of a call for service or when engaged in any law enforcement-related encounter or activity, or upon activation of lights and siren. Officers will have to activate the BWC and ICV manually, unless activated by automatic triggers implemented by the Department.
- I. Officers may use their discretion when deciding to activate the BWC and ICV during incidental public contact during the ordinary course of their tour. Officers are not required, or expected, to activate their BWC or ICV when conducting police engagement activities or other situations that do not involve the delivery of police services. Officers may, at their own discretion, activate their BWC or ICV during

these instances if they feel it useful or necessary. Officers may also activate their BWC or ICV outside of the mandatory requirements at their discretion but must inform individuals they are being recorded and must abide by exceptions and prohibitions contained in this policy.

- J. Once activated, the BWC and ICV will remain activated until the event is completed to ensure the integrity of the recording, unless otherwise provided in this policy. If the Officer deactivates the BWC or ICV, the Officer should record the reason with a message on the BWC or ICV prior to deactivation and will document the reason for deactivation in their written report.
- K. Officers will inform the individual that he or she is being recorded immediately upon contact, or as soon as practicable. When notification is not made, the recording Officer will document the reason for non-notification within the associated report.
- L. If exigent circumstances exist which prevent the BWC and ICV from being activated as set forth above, the BWC and ICV must be turned on as soon as practicable. For instance, it is recognized that if there is a threat to the Officer's or to any other person's safety or some other circumstance making activation difficult or dangerous, the Officer will activate the BWC and ICV at the first reasonable opportunity to do so.
- M. If an Officer fails to activate the BWC and/or ICV or fails to record the entire contact, interrupts the recording, or if the BWC or ICV malfunctions, the Officer will document why a recording was not made, was interrupted, or was terminated as part of the associated police report.
- N. Officers will be able to review all video footage recorded by their respective BWC and/or ICV related to an incident for their recollection when preparing reports or in undertaking any duty related task. For instance, Officers are permitted to review BWC and ICV video footage related to an incident to which they have been requested to testify. This includes but is not limited to testimony at any criminal, civil, or administrative hearing.
- O. Video footage will be available on the BWC and/or ICV for a period of twenty-four (24) hours. After that, video footage must be accessed via system software.
- P. It must be noted in all reports as to whether video footage was generated or not. The Officer may, at his/her discretion, also note in their report whether or not video

footage was reviewed in preparation of the report. This is necessary to notify all that review the reports if there is video of the incident.

- Q. Officers will be able to review their own video footage related to an incident or investigation at any time. If an Officer needs to review videos captured by other Officers, the Officer will need to obtain permission from an immediate Supervisor or the on-duty Shift Commander.
- R. Officers will be permitted to review their own video footage during an internal investigation.
- S. A Supervisor investigating a citizen complaint may review relevant video footage prior to conducting investigatory interviews.

V. **Restrictions, Exceptions, And Prohibitions From RSA 105-D:2**

A. Officers will not use a BWC or ICV to record any of the following:

1. Communications with other police personnel except to the extent such communications are incidental to a permissible recording.
2. Encounters with police personnel or individuals whom the Officer knows are acting in an undercover capacity or as confidential informants unless expressly directed to be included as part of the investigation.
3. Intimate searches such as strip or body-cavity searches.
4. Hospitals, doctor's offices, or any medical facility where HIPAA privacy laws apply, except when responding to a call for service or an imminent threat to life or health. If an Officer is asked by a representative of a medical facility to turn off his or her BWC or IVC, the Officer will continue recording if he or she is engaged in law enforcement activity that requires the camera to be activated.
5. An interview with a crime victim unless their expressed verbal or written consent has been obtained before the recording is made. Any recording obtained shall be consistent with the New Hampshire Attorney General's model protocol for response to adult sexual assault

cases, the New Hampshire Attorney General's domestic violence protocol for law enforcement, the New Hampshire Attorney General's stalking protocol for law enforcement, and the New Hampshire Attorney General's child abuse and neglect protocol, as applicable. This paragraph shall not apply to cases where a parent or legal guardian is the subject of an investigation to which a juvenile is a victim or witness. In such cases, the juvenile may be interviewed without the expressed written or verbal consent of the parent or legal guardian under investigation.

6. Interactions with a person seeking to report a crime anonymously. In such an instance, the Officer shall, as soon as practicable, ask the person seeking to remain anonymous if the person wants the Officer to use the Officer's BWC or ICV. If the person does not want to be recorded, the Officer will deactivate all audio and video functions.
7. While on the grounds of any public, private, or parochial elementary or secondary school, except when responding to a call for service or an imminent threat to life or health or when engaged in law enforcement activity that would otherwise require the Officer to be recording.
8. When on break or otherwise engaged in personal activities.
9. In locations where an individual has a reasonable expectation of privacy (such as a residence, a restroom, or a locker room) a citizen may decline to be recorded. Officers shall inform an individual of the option not to be recorded. If a citizen then declines to be recorded, the officer shall deactivate the audio and video functions, and any images shall, as soon as practicable, be permanently distorted or obscured. The officer shall document the reason why the camera was not activated in the associated police report. This provision does not apply if the recording is being made while executing an arrest warrant, or a warrant issued by a court, or the Officer is in the location pursuant to a judicially recognized exception to the warrant requirement.
10. In any instance when it is believed that an explosive device may be present and electrostatic interference from the BWC or ICV may trigger the device.
11. While testifying in court or participating in related court business such as

seeking a warrant.

VI. Post Use Procedures

- A. Officers are responsible for the proper preservation of recordings captured by the BWC and/or ICV equipment assigned to them. Any attempt to alter, manipulate, or modify recordings other than to classify videos is a violation of this policy.
- B. All recordings will be uploaded, stored, and transferred to the storage system no later than the end of each shift.
- C. If the upload and classification process does not occur at the end of a shift, the Officer should promptly notify their Supervisor or the on-duty Shift Commander.

VII. Data Retention And Destruction

- A. All recordings shall be securely stored in conformity to the most recent security policy of the Criminal Justice Information Services (CJIS) of the criminal justice services division of the Federal Bureau of Investigation of the United States Department of Justice.
- B. Recordings made by a BWC or ICV will be permanently destroyed by overwriting or otherwise no sooner than thirty (30) days and no longer than one hundred and eighty (180) days from the date the images were recorded, except that a recording will be maintained by the Department or its storage agent for a minimum of three (3) years if:
 - 1. The recording is being retained by the Department as evidence in a civil or criminal case, or as part of an internal affairs investigation, or as part of an employee disciplinary investigation; or
 - 2. The recording captures images involving any of the following:
 - a. Any action by a law enforcement Officer that involves the use of deadly force or restraint.
 - b. The discharge of a firearm, unless for destruction of an animal.
 - c. Death or serious bodily injury.

- d. An encounter about which a formal complaint has been filed with the Department within thirty (30) days of the encounter.

C. Notwithstanding the foregoing:

1. If there is any other legal requirement for retaining the recording, including but not limited to litigation, a pending criminal case, or a valid court or administrative order, then the recording will be retained only as long as is legally required.
2. The Chief of Police may designate the recording as a training tool, provided that a person's image and vehicle license plate numbers shall first be permanently deleted, distorted, or obscured, or the person has been given an opportunity in writing to decline to have his or her image and/or vehicle license plate number to be so used. A recording so designated and prepared may be viewed solely by officers for training purposes only. Discretion will be used with the selection of a video to be used as a training tool so as not to embarrass or ridicule any Officer involved with the video being used.
3. Any recording undertaken in violation of this policy or any other applicable law will be immediately destroyed and, whether destroyed or not, will not be admissible as evidence in any criminal or civil legal or administrative proceeding, except in a proceeding against an Officer for violating the provisions of this policy and/or a violation of NH RSA 105:D-2, et al. In a proceeding against an Officer for violating the provisions of this policy and/or RSA 105: D-2, the recording shall be destroyed at the conclusion of the proceeding and all appeals.

VIII. Record Maintenance

- A. Except where authorized by law, no person, including without limitation Officers and their Supervisors, will edit, alter, erase, delete (other than erasing or deleting at the end of an applicable retention period specified by this policy), duplicate, copy, subject to automated analysis or analytics of any kind, including but not limited to facial recognition technology, share, display, or otherwise distribute in any manner any BWC or ICV recording or portions thereof. This paragraph will not apply to the sharing of a still image captured by the BWC or ICV to help identify individuals or vehicles suspected of being

involved in a crime.

- B. All requests for public disclosure will be handled consistent with NH RSA 105-D and NH RSA 91-A and will be released only with approval of the Chief of Police or designee. All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited without specific authorization of the Chief of Police or designee.
- C. Requests for BWC and/or ICV will be submitted in writing and submitted to the Records Unit to be processed in accordance with this policy. The Chief's designee will initiate a review of video and recommend any necessary redactions.
- D. Recorded images and sound made from a Department issued BWC and/or ICV will be for law enforcement purposes only. All access to this data will be audited to ensure that only authorized users are accessing the data for law enforcement purposes. All access to BWC and/or ICV data will be authorized by the Chief of Police or designee and only for the purposes set forth in this policy. However, Supervisors may, at any time, review BWC and/or ICV video footage of a subordinate Officer, in the performance of their supervisory process.
- E. Recordings will not be divulged or used by the Department for any commercial or other non-law enforcement purpose. If the Department authorizes a third party to act as its agent in storing recordings, the agent will not independently access, view or alter any recording, except to delete videos as required by law or the Department's retention policies. Neither the Department nor its storage agent, if any, will subject any recording to analysis or analytics of any kind, including without limitation facial recognition technology and data mining.
- F. BWC and ICV recordings relevant to criminal prosecutions will be made available to defendants upon specific request through the discovery process. In response to a general request for production of discoverable materials by a defendant or his/her counsel, the Department will include the following statements in a cover letter accompanying the production of such discoverable materials:

In addition to the enclosed materials, the Portsmouth Police Department is hereby notifying you that a recording or recordings from officer-worn

body and in-car video cameras may exist in this case. If such recordings do exist, you may request a copy of said recordings from the prosecutor's office. Such copies will be available upon written request of the prosecutor's office up to fifteen (15) days before any scheduled trial. Failure to request copies of these recordings within this time frame may result in the recordings being recycled or disposed of. While recordings may be made available to you, please note that your use of such recordings is limited to your defense in the criminal proceedings currently pending against you, or other related proceedings, and the recordings may not be further disseminated. Pursuant to NH RSA 105-D:2, XII no person shall "edit, alter, erase, delete, duplicate, copy, subject to automated analysis or analytics of any kind, including but not limited to facial recognition technology, share, display or otherwise distribute in any manner, any body-worn camera or in-car video recordings or portions thereof."

IX. Administration

- A. Authorized administrators will be designated by the Chief of Police.
- B. Authorized administrators will be responsible for:
 1. Providing training on proper use of the BWC, ICV, and related evidentiary management systems.
 2. Overseeing the assignment of the BWC and ICV systems.
 3. Accessing the server and facilitating access of videos as needed by Supervisors, prosecutors, administration, defense counsel, and/or the Rockingham County Attorney's Office.
 4. Facilitating needed repairs.
 5. Monitoring available storage.
 6. Monitoring purging schedules for compliance.
 7. Overseeing proper retention of recordings.
 8. Responding to Right-to-Know requests consistent with New Hampshire law

and applicable Department policy.

9. Any authorized administrator may review audio and video footage, randomly selected, to ensure proper compliance with Department rules and policies, to assure proper functioning of equipment, and to determine if the equipment is being operated properly. Minor infractions (not criminal in nature) such as uniform violations, rudeness, and profanity discovered during these reviews should be used as training opportunities and not as the basis for disciplinary actions. Should the behavior continue after being informally addressed, the appropriate disciplinary or corrective action may be taken. Supervisors will not review videos to evaluate any single Officer for compliance with Department rules or policies. Supervisors may randomly review video footage of Officers under their span of control for review of professional standards. If this review is done, it will be of every Officer on the shift and not individual Officers.

X. Miscellaneous

1. The parties agree to revisit this policy when final BWC and/or ICV products are selected to determine what, if any, modifications need to be made regarding job duties, access to functions/technology that the parties did not anticipate, or other unanticipated matter.

**THOMAS M. CLOSSON
ATTORNEY AT LAW, PLLC**

To: City Manager Conard, Mayor McEachern, and Members of the
Portsmouth City Council
From: Tom Closson
Re: Tentative Agreement with Portsmouth Ranking Officers Association
Date: September, 5 2023

Please see the attached tentative agreement with the Portsmouth Ranking
Officers Association.

I recommend this tentative agreement to you for ratification.

**CITY OF PORTSMOUTH
And
PORTSMOUTH POLICE RANKING OFFICERS ASSOCIATION**

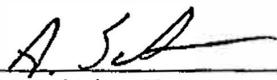
TENTATIVE AGREEMENT – JUNE 20, 2023

<u>CBA SECTION</u>	<u>PROPOSED CHANGE</u>
Duration	Four-year CBA – from July 1, 2023 through June 30, 2027. The provisions of this TA will apply to anyone employed by the Department on July 1, 2023.
3 (Employee Rights)	New section C – Union Executive Board members will be allowed to attend a total aggregate of forty (40) hours per fiscal year to attend Union related activities such as training, seminars, conventions, and quarterly meetings on department time with no loss of pay or benefits.
11 (Promotions And Transfers)	Remove second in command and public component language.
13 (Temporary Service Out-Of-Rank)	Modify to provide that pay is at Step 1 of the wage schedule for the employee whose position is being covered.
14 (Salaries)	Adopt and implement new wage schedule (see attached). COLA based on 10 year rolling average CPI-U for Boston-Cambridge-Newton on July 1, 2024; July 1, 2025; and July 1, 2026. COLA will have a floor of 2% and a ceiling of 5%. Although no COLA will be applied to the wage schedule on July 1, 2023, a COLA based on the 10 year rolling average CPI-U for Boston-Cambridge-Newton, with a floor of 3% and a ceiling of 5%, will be applied on July 1, 2023 to those other contractual benefits that are currently adjusted by COLA.
16 (Overtime)	Change to paid leave for Sick Leave not counting as hours worked for purposes of determining overtime and clarify that an employee cannot work an overtime shift created by his/her own use of paid leave.
19 (Holidays)	Add Juneteenth.
20 (Personal Days)	Increase employees' personal days to forty (40) hours per year.

21 (Vacations)	Clean-up language related to ranks taking different weeks off.										
22 (Sick Leave)	Eliminate all buy-out language (no bargaining unit members remain who are eligible).										
26 (Health And Welfare Insurance)	Add AB15 plan as an additional option with premium cost sharing of 90%/10% on July 1, 2023; 89%/11% on July 1, 2024; 88%/12% on July 1, 2025; and 87%/13% on July 1, 2026.										
26 (Health And Welfare Insurance)	Change premium cost sharing ratios on the AB20 plan to 84%/16% on July 1, 2024; 83%/17% on July 1, 2025; and 82%/18% on July 1, 2026.										
26 (Health And Welfare Insurance)	Remove Blue Choice plans as an option.										
26 (Health And Welfare Insurance)	Remove all "Cadillac Tax" language.										
31 (Longevity)	Adopt the following revised Longevity schedule: <table border="0" style="margin-left: 40px;"> <tr> <td>Years of PPD Service</td> <td>Stipend</td> </tr> <tr> <td>5-9</td> <td>\$500</td> </tr> <tr> <td>10-14</td> <td>\$1,000</td> </tr> <tr> <td>15-19</td> <td>\$1,500</td> </tr> <tr> <td>20+</td> <td>\$2,000</td> </tr> </table>	Years of PPD Service	Stipend	5-9	\$500	10-14	\$1,000	15-19	\$1,500	20+	\$2,000
Years of PPD Service	Stipend										
5-9	\$500										
10-14	\$1,000										
15-19	\$1,500										
20+	\$2,000										
41 (Outside Detail)	Increase to \$60.00/hour on July 1, 2023, and increase by COLA based on 10 year rolling average CPI-U for Boston-Cambridge-Newton on July 1, 2024; July 1, 2025; and July 1, 2026. COLA will have a floor of 2% and a ceiling of 5%.										
MISC - Body Mounted Cameras	Include new policy for use of body mounted cameras.										
MISC – Parental Leave	Implement parental leave policy.										
MISC - Take Home Automobiles	Include following new provision: <u><i>"The Captain-Patrol and Captain-Investigation will be provided with an automobile suitable for use in the performance of their official duties. Recognizing that these positions are on-call at all times, it is understood and agreed that these automobiles may also be used for personal business."</i></u>										
MISC -- Pending ULP	Withdraw with prejudice.										

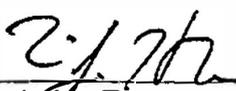
MISC - PT Stipend	Pay five hundred dollar (\$500.00) stipend once per year, based on passing PT exam (Cooper standards).
MISC - LTD	Sixty (60) days after finalization of CBA, add LTD benefit.

June 20, 2023



 Negotiating Team
 Portsmouth Police Commission

June 20, 2023



 Negotiating Team
 Portsmouth Police Ranking Officers Association

EXHIBIT A

WAGE PROPOSAL TO THE PORTSMOUTH POLICE RANKING OFFICERS – MAY 25, 2023

- 1.) On 7/1/2023, create and implement a new Police Department wage schedule.
 - A. Set new starting Patrol Officer wage rate at \$60,000.
 - B. Create a new 18 Step Patrol Officer wage schedule, with annual Steps at 2.0% increments.
 - C. Maintain 7 Step Ranking Officer wage schedules with Sergeant wage schedule starting 15% above new top Patrol Officer Step; Lieutenant wage schedule starting 2.0% above new top Sergeant Step; Captain wage schedule starting 2.0% above new top Lieutenant Step; and maintaining all other Ranking Officer Steps at 1.0% increments.
- 2.) The Police Chief will have the discretion to place new personnel onto the wage schedule to reflect prior law enforcement experience.
- 3.) Subsequent Steps will occur on July 1, ~~2024, July 1, 2025, and July 1, 2026,~~ not on anniversary of DOH or Date of Promotion. *TMC*
- 4.) A Patrol Officer promoted to Sergeant will be placed on Sergeant Step 1.
- 5.) A Sergeant promoted to Lieutenant will be placed on Lieutenant Step 1.
- 6.) A Lieutenant promoted to Captain will be placed on Captain Step 1.
- 7.) On July 1, 2024, July 1, 2025, and July 1, 2026, there will be a COLA to the wage schedule based on the 10-year rolling average of the CPI-U for Boston-Cambridge-Newton, with a floor of 2% and a ceiling of 5%.

PORTSMOUTH POLICE SUPERVISORS - CITY WAGE PROPOSAL

<u>PATROL</u>	76466	84014	85695	87409
<u>15% GAP</u>	87936	96616	98549	100520

SERGEANT

	<u>CURRENT</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
1	89166	96616	98549	100520
2	90057	97582	99534	101525
3	90958	98558	100530	102540
4	91868	99544	101535	103566
5	92786	100539	102550	104601
6	93714	101544	103576	105648
7	94651	102560	104612	106704

LIEUTENANT

	<u>CURRENT</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
1	97320	104611	106704	108838
2	98294	105657	107771	109926
3	99277	106714	108849	111026
4	100269	107781	109937	112136
5	101272	108859	111037	113257
6	102285	109947	112147	114390
7	103308	111047	113268	115534

CAPTAIN

	<u>CURRENT</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
1	106221	113268	115534	117844
2	107283	114400	116689	119023
3	108356	115544	117856	120213
4	109439	116700	119035	121415
5	110534	117867	120225	122629
6	111639	119045	121427	123856
7	112756	120236	122641	125094

PORTSMOUTH POLICE RANKING OFFICERS - 7-25-23

Retirement Rate	33.88%	31.28%	31.28%	31.28%	31.28%
COLA	2.55%	2.00%	2.00%	2.00%	2.00%

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

Wages	FY23 Base Year	*FY24	FY25	FY26	FY27	Projected 4-Yr Total
Salary	1,547,872	1,535,510	1,543,034	1,556,486	1,570,115	6,205,144
Holiday	68,528	67,864	68,202	68,797	69,401	274,265
Longevity	14,517	12,304	13,189	14,130	15,015	54,638
Special Detail	11,632	11,494	11,632	11,632	11,632	46,391
Shift Differential	13,848	13,848	13,848	13,848	13,848	55,392
Educational Stipend	40,696	39,894	40,063	40,409	40,760	161,127
Cooper's Standard Stipend	-	-	-	-	-	-
LTD (Effective 9/1/23)	-	-	-	-	-	-
Retirement	574,975	525,790	528,622	533,418	538,257	2,126,088
Medicare	24,608	24,373	24,505	24,727	24,951	98,556
Clothing	16,419	16,419	16,419	16,419	16,419	65,677
TOTAL	2,313,095	2,247,497	2,259,516	2,279,866	2,300,399	9,087,278

Year-to-Year CURRENT Gross Budget Change	(65,598)	12,019	20,351	20,533	(12,696)	Total Yr-to-Yr Increase*
% Change	-2.84%	0.53%	0.90%	0.90%	-0.55%	Change FY24 to FY27
		* Reduction in Retirement Rate			-0.14%	Avg % Change

PROPOSED TENTATIVE AGREEMENT-RANKING GROSS BUDGET

Wages	FY23 Base Year	*FY24	FY25	FY26	FY27	Projected 4-Yr Total
Salary	1,547,872	1,643,378	1,691,963	1,751,182	1,792,335	6,878,857
Holiday (11.5 days to 12.5 days for Juneteenth)	68,528	79,009	81,344	84,191	86,170	330,714
Longevity	14,517	20,500	23,460	24,970	26,530	95,460
Special Detail	11,632	11,839	12,076	12,466	12,715	49,095
Shift Differential	13,848	14,263	14,549	14,840	15,136	58,788
Educational Stipend	40,696	42,659	43,921	45,359	46,524	178,462
Cooper's Standard Stipend	-	8,000	8,000	8,000	8,000	32,000
LTD (Effective 9/1/23)	-	6,733	6,939	7,182	7,353	28,207
Retirement	574,975	569,186	586,598	607,147	621,662	2,384,592
Medicare	24,608	26,385	27,192	28,145	28,817	110,539
Clothing	16,419	16,912	17,250	17,595	17,947	69,705
TOTAL	2,313,095	2,438,863	2,513,291	2,601,074	2,663,190	10,216,418

Year-to-Year PROPOSED Gross Budget Change	125,768	74,428	87,784	62,115	350,094	Total Yr-to-Yr Increase
	5.44%	3.05%	3.49%	2.39%	15.14%	Change FY24 to FY27
		* Reduction in Retirement Rate			3.78%	Avg % Change per yr

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

Wages	FY23 Base Year	*FY24	FY25	FY26	FY27	Projected 4-Yr Total
Salary	-	107,868	41,060	45,768	27,524	222,220
Holiday (11.5 days to 12.5 days for Juneteenth)	-	11,144	1,998	2,253	1,374	16,769
Longevity	-	8,196	2,075	569	675	11,515
Special Detail	-	345	98	390	249	1,082
Shift Differential	-	415	285	291	297	1,288
Educational Stipend	-	2,764	1,093	1,092	815	5,764
Cooper's Standard Stipend	-	8,000	-	-	-	8,000
LTD (Effective 9/1/23)	-	6,733	206	243	172	7,353
Retirement	-	43,396	14,580	15,753	9,676	83,405
Medicare	-	2,012	676	730	449	3,866
Clothing	-	493	338	345	352	1,528

TOTAL COST OF TENTATIVE AGREEMENT	-	191,366	62,409	67,433	41,583	362,791	Total Yr-to-Yr Increase
		8.27%	2.78%	2.98%	1.82%	15.68%	Change FY24 to FY27
						3.92%	Avg % Change

ICAC Grant Paid Portion of Total

City Portion COST Year-To-Year	181,121	58,766	63,679	38,989
--------------------------------	---------	--------	--------	--------

CUMULATIVE TENTATIVE AGREEMENT COST

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

Wages	FY23 Base Year	*FY24	FY25	FY26	FY27	Projected 4-Yr Total
Salary	-	107,868	148,928	194,696	222,220	673,712
Holiday (11.5 days to 12.5 days for Juneteenth)	-	11,144	13,142	15,395	16,769	56,450
Longevity	-	8,196	10,271	10,840	11,515	40,822
Special Detail	-	345	443	833	1,082	2,703
Shift Differential	-	415	701	992	1,288	3,396
Educational Stipend	-	2,764	3,858	4,949	5,764	17,336
Cooper's Standard Stipend	-	8,000	8,000	8,000	8,000	32,000
LTD (Effective 9/1/23)	-	6,733	6,939	7,182	7,353	28,207
Retirement	-	43,396	57,975	73,728	83,405	258,504
Medicare	-	2,012	2,687	3,418	3,866	11,983
Clothing	-	493	831	1,176	1,528	4,027

TOTAL COST OF TENTATIVE AGREEMENT	-	191,366	253,775	321,208	362,791	1,129,140	Net Cost FY24-FY27
		10,244	13,888	17,642	20,236	48.82%	Total Cumulative FY24-FY27
		181,121	239,887	303,566	342,555	12.20%	Avg % Change per yr

ICAC Grant Paid Portion of Total

City Portion	181,121	239,887	303,566	342,555
--------------	---------	---------	---------	---------

* The IMPLICIT cost of adding 8hrs Personal Day time is \$6,321 for FY24

RANKING

Health

Original % Split

	FY24 Base	FY24	FY25	FY26	FY27
Total Premium	455,513	455,513	455,513	455,513	455,513

Existing	85%	85%	85%	85%	85%
Employer	387,186.05	387,186.29	387,186.29	387,186.29	387,186.29

	15%	15%	15%	15%	15%
Employee	68,326.95	68,326.99	68,326.99	68,326.99	68,326.99

Proposed	85%	85%	84%	83%	82%
Employer	387,186.1	387,186.3	382,631.2	378,076.0	373,520.9
		0	(4,555)	(4,555)	(4,555)

	15%	15%	16%	17%	18%
Employee	68,326.95	68,326.99	72,882.12	77,437.26	81,992.39
		0	4,555	4,555	4,555

	Year to Year					Total
Employer Savings	-	0	(4,555)	(4,555)	(4,555)	(13,665.16)
	Cumulative					
Employer Savings	-	-	(4,555)	(9,110)	(13,665)	(27,330.80)

EXHIBIT F

BODY-WORN CAMERAS AND IN-CAR VIDEO

I. Introductory Discussion And General Considerations

- A. It is the mission of the Portsmouth Police Department (Department) to promote and maintain accountability and trust between the Department and the community it serves.
- B. Body-Worn Cameras (BWC) and In-Car Video (ICV) are intended to depict events occurring in the presence of an Officer for courtroom presentation.
- C. BWC and ICV are only tools to evaluate an event and/or an Officer's performance. These tools have numerous limitations.
 1. BWC and ICV do not follow an Officer's eyes or see everything as the Officer perceives and there is often a disconnect between the Officer's field of view and visual perception as compared to BWC and ICV.
 2. BWC and ICV do not factor in on-scene intelligence or stressors that impact human perception.
 3. BWC and ICV often do not record danger cues that Officers have been trained to perceive such as resistive tension and subtle movement that may appear innocuous on film to a layperson but convey risk and danger to a trained, streetwise Officer.
 4. BWC and ICV may filter lighting conditions differently than the human brain, creating an inaccurate video depiction of an event that is more well-lit than the actual event as viewed by the Officer.
 5. BWC and ICV only record in two dimensions and recordings may distort the depth of objects as seen in real time by the Officer.
 6. Video recording frame rates and predictive imaging technology in BWC and ICV may result in footage that does not accurately reflect the timing and other aspects of the events recorded.
 7. BWC and ICV improperly encourage second-guessing. Under calm and comfortable conditions, far removed from the stress of an actual interaction, untrained reviewers can infinitely replay the action,

scrutinize it in slow motion, freeze frames, and unfairly engage in an analysis of what "could have or should have" happened.

- D. Given these and other known limitations, this policy acknowledges that BWC and ICV are not to be used as a substitute for analyzing police conduct from the constitutionally recognized reasonable Officer standard. In short, the policy recognizes that it is always easier to analyze a situation after the fact and with the benefit of hindsight than it is to act in the tension, pressure, and danger that an Officer may perceive during the event.
- E. The objective of BWC and ICV will be to:
1. Provide accurate accounting of daily interaction between citizens and the police.
 2. Identify training needs to enhance Officer safety.
 3. Improve Officer performance.
 4. Enhance the Department's ability to review probable cause for arrest, Officer and public interactions, evidence for investigative and prosecutorial purposes, and provide additional information for the evaluation and training of Officers.
- F. The intent of this policy is to establish guidelines and instructions for the use of BWC and ICV so that Officers may reliably record their contact with the public in the performance of their official duties, in accordance with this policy and all applicable laws.
- G. Sworn personnel that are issued a BWC shall utilize it as required by this policy.
- H. Front-line marked police cruisers may be equipped with ICV, which equipment will be utilized as required by this policy.
- II. **Definitions (NH RSA 105-D:1)**
- A. **Body worn camera (BWC):** an electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings that may be worn about the person of a law enforcement Officer.

- B. **Community caretaking function:** a task undertaken by a law enforcement Officer in which the Officer is performing an articulable act unrelated to the investigation of a crime. It includes, but is not limited to, participating in town halls or other community outreach, helping a child find his parents, providing death notifications, dealing with individuals asking for directions or other assistance, and performing in-home or hospital well-being checks on the sick, elderly, or persons presumed missing.
- C. **In uniform:** a law enforcement Officer who is wearing any officially authorized police uniform designated by a law enforcement agency, or a law enforcement Officer who is visibly wearing articles of clothing, a badge, tactical gear, gun belt, a patch, or other insignia that he or she is a law enforcement Officer acting in the course of his or her duties.
- D. **Law enforcement-related encounters or activities:** include, but are not limited to, traffic stops, pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd control, traffic control, non-community caretaking interactions with an individual while on patrol, or any other instance in which the Officer is enforcing the laws of the municipality, county, or state. The term does not include:
1. Activities when the Officer is completing paperwork alone or is in the presence of another Officer or Officers; or
 2. Community caretaking functions
- E. **Recording:** the process of capturing data or information stored on a recording medium.
- F. **Recording medium:** any recording medium for the retention and playback of recorded audio and video including, but not limited to, VHS, DVD, hard drive, cloud storage, solid state, digital, flash memory technology, or any other electronic medium.
- G. **Subject of the recording:** any law enforcement Officer, suspect, victim, detainee, conversant, injured party, witness, or other similarly situated person who appears on the recording and shall not include people who only incidentally appear on the recording.

III. Limitations

- A. Officers shall only use BWC and ICV equipment issued and maintained by the Department.
- B. BWC and ICV equipment and all data, images, and video captured, recorded, or otherwise produced by the equipment are the property of the Department and subject to restrictions in this policy.
- C. Officers who are assigned BWCs and/or ICV shall complete a Department training program to ensure proper use and operation. Such training will include:
 - 1. Review of this policy.
 - 2. Review of NH RSA 105-D, Body-Worn Cameras.
 - 3. Review of NH RSA 570-A:2, II (j), Wiretapping and Eavesdropping.
 - 4. Review of the features and functions of the Department's BWC and ICV systems.
 - 5. Review of Department procedures for securing and saving required video evidence.
 - 6. Review of privacy rights and applicable case law.
- D. BWCs will be worn in the custom carrier provided by the manufacturer, inside the Officer's uniform at the sternum as prescribed by the manufacturer. Any modifications or tailoring of the uniform required to wear the BWC will be at the expense of the Department.

IV. Procedures

- A. NH RSA 570-A:2 provides the authority for an Officer to make recordings in conjunction with routine stops provided that the Officer first gives notification of such recording to the party to the communication. Accordingly, upon contacting any subject(s) to the recording process, the Officer shall advise the subject(s) that they are being recorded, but their permission is not necessary, including when the person that is stopped pulls into a driveway and is

encountered while on the curtilage of the property.

- B. Sworn personnel will only use their BWC while in uniform and during engagement in a primary patrol function, or while performing the duties of the Department in an official capacity. Proper use will include any call requiring law enforcement action or interaction with adversarial persons.
- C. Officers on extra duty details are required to wear their BWC. However, Officers are not required to activate their BWC unless they engage in a law enforcement function or are confronted by an antagonistic citizen.
- D. Officers on roadside details will not be required to wear their BWC. Officers will have the option to have their BWC with them if they choose. This will reduce the incidents of damage to the equipment from harsh roadside conditions.
- E. Detectives will not be required to wear their BWCs in the normal course of their duties. However, if a Detective is involved in an operation requiring the Detective to wear a ballistic carrier, the Detective will also wear their BWC on the vest in the manner prescribed by this policy. Any police action taken during the operation will be recorded.
- F. At the beginning of each tour of duty, Officers will determine if their assigned BWC and ICV are positioned correctly and working properly. Officers will promptly notify their Supervisor, or the on-duty Shift Commander, of any malfunction.
- G. Recordings will be specific to an incident. Officers will not indiscriminately record entire duties or patrols.
- H. Officers will activate the video and audio components of the BWC and ICV and start recording upon arrival on scene of a call for service or when engaged in any law enforcement-related encounter or activity, or upon activation of lights and siren. Officers will have to activate the BWC and ICV manually, unless activated by automatic triggers implemented by the Department.
- I. Officers may use their discretion when deciding to activate the BWC and ICV during incidental public contact during the ordinary course of their tour. Officers are not required, or expected, to activate their BWC or ICV when conducting police engagement activities or other situations that do not involve the delivery of police services. Officers may, at their own discretion, activate their BWC or ICV during

these instances if they feel it useful or necessary. Officers may also activate their BWC or ICV outside of the mandatory requirements at their discretion but must inform individuals they are being recorded and must abide by exceptions and prohibitions contained in this policy.

- J. Once activated, the BWC and ICV will remain activated until the event is completed to ensure the integrity of the recording, unless otherwise provided in this policy. If the Officer deactivates the BWC or ICV, the Officer should record the reason with a message on the BWC or ICV prior to deactivation and will document the reason for deactivation in their written report.
- K. Officers will inform the individual that he or she is being recorded immediately upon contact, or as soon as practicable. When notification is not made, the recording Officer will document the reason for non-notification within the associated report.
- L. If exigent circumstances exist which prevent the BWC and ICV from being activated as set forth above, the BWC and ICV must be turned on as soon as practicable. For instance, it is recognized that if there is a threat to the Officer's or to any other person's safety or some other circumstance making activation difficult or dangerous, the Officer will activate the BWC and ICV at the first reasonable opportunity to do so.
- M. If an Officer fails to activate the BWC and/or ICV or fails to record the entire contact, interrupts the recording, or if the BWC or ICV malfunctions, the Officer will document why a recording was not made, was interrupted, or was terminated as part of the associated police report.
- N. Officers will be able to review all video footage recorded by their respective BWC and/or ICV related to an incident for their recollection when preparing reports or in undertaking any duty related task. For instance, Officers are permitted to review BWC and ICV video footage related to an incident to which they have been requested to testify. This includes but is not limited to testimony at any criminal, civil, or administrative hearing.
- O. Video footage will be available on the BWC and/or ICV for a period of twenty-four (24) hours. After that, video footage must be accessed via system software.
- P. It must be noted in all reports as to whether video footage was generated or not. The Officer may, at his/her discretion, also note in their report whether or not video

footage was reviewed in preparation of the report. This is necessary to notify all that review the reports if there is video of the incident.

- Q. Officers will be able to review their own video footage related to an incident or investigation at any time. If an Officer needs to review videos captured by other Officers, the Officer will need to obtain permission from an immediate Supervisor or the on-duty Shift Commander.
- R. Officers will be permitted to review their own video footage during an internal investigation.
- S. A Supervisor investigating a citizen complaint may review relevant video footage prior to conducting investigatory interviews.

V. **Restrictions, Exceptions, And Prohibitions From RSA 105-D:2**

A. Officers will not use a BWC or ICV to record any of the following:

1. Communications with other police personnel except to the extent such communications are incidental to a permissible recording.
2. Encounters with police personnel or individuals whom the Officer knows are acting in an undercover capacity or as confidential informants unless expressly directed to be included as part of the investigation.
3. Intimate searches such as strip or body-cavity searches.
4. Hospitals, doctor's offices, or any medical facility where HIPAA privacy laws apply, except when responding to a call for service or an imminent threat to life or health. If an Officer is asked by a representative of a medical facility to turn off his or her BWC or IVC, the Officer will continue recording if he or she is engaged in law enforcement activity that requires the camera to be activated.
5. An interview with a crime victim unless their expressed verbal or written consent has been obtained before the recording is made. Any recording obtained shall be consistent with the New Hampshire Attorney General's model protocol for response to adult sexual assault

cases, the New Hampshire Attorney General's domestic violence protocol for law enforcement, the New Hampshire Attorney General's stalking protocol for law enforcement, and the New Hampshire Attorney General's child abuse and neglect protocol, as applicable. This paragraph shall not apply to cases where a parent or legal guardian is the subject of an investigation to which a juvenile is a victim or witness. In such cases, the juvenile may be interviewed without the expressed written or verbal consent of the parent or legal guardian under investigation.

6. Interactions with a person seeking to report a crime anonymously. In such an instance, the Officer shall, as soon as practicable, ask the person seeking to remain anonymous if the person wants the Officer to use the Officer's BWC or ICV. If the person does not want to be recorded, the Officer will deactivate all audio and video functions.
7. While on the grounds of any public, private, or parochial elementary or secondary school, except when responding to a call for service or an imminent threat to life or health or when engaged in law enforcement activity that would otherwise require the Officer to be recording.
8. When on break or otherwise engaged in personal activities.
9. In locations where an individual has a reasonable expectation of privacy (such as a residence, a restroom, or a locker room) a citizen may decline to be recorded. Officers shall inform an individual of the option not to be recorded. If a citizen then declines to be recorded, the officer shall deactivate the audio and video functions, and any images shall, as soon as practicable, be permanently distorted or obscured. The officer shall document the reason why the camera was not activated in the associated police report. This provision does not apply if the recording is being made while executing an arrest warrant, or a warrant issued by a court, or the Officer is in the location pursuant to a judicially recognized exception to the warrant requirement.
10. In any instance when it is believed that an explosive device may be present and electrostatic interference from the BWC or ICV may trigger the device.
11. While testifying in court or participating in related court business such as

seeking a warrant.

VI. Post Use Procedures

- A. Officers are responsible for the proper preservation of recordings captured by the BWC and/or ICV equipment assigned to them. Any attempt to alter, manipulate, or modify recordings other than to classify videos is a violation of this policy.
- B. All recordings will be uploaded, stored, and transferred to the storage system no later than the end of each shift.
- C. If the upload and classification process does not occur at the end of a shift, the Officer should promptly notify their Supervisor or the on-duty Shift Commander.

VII. Data Retention And Destruction

- A. All recordings shall be securely stored in conformity to the most recent security policy of the Criminal Justice Information Services (CJIS) of the criminal justice services division of the Federal Bureau of Investigation of the United States Department of Justice.
- B. Recordings made by a BWC or ICV will be permanently destroyed by overwriting or otherwise no sooner than thirty (30) days and no longer than one hundred and eighty (180) days from the date the images were recorded, except that a recording will be maintained by the Department or its storage agent for a minimum of three (3) years if:
 - 1. The recording is being retained by the Department as evidence in a civil or criminal case, or as part of an internal affairs investigation, or as part of an employee disciplinary investigation; or
 - 2. The recording captures images involving any of the following:
 - a. Any action by a law enforcement Officer that involves the use of deadly force or restraint.
 - b. The discharge of a firearm, unless for destruction of an animal.
 - c. Death or serious bodily injury.

- d. An encounter about which a formal complaint has been filed with the Department within thirty (30) days of the encounter.

C. Notwithstanding the foregoing:

1. If there is any other legal requirement for retaining the recording, including but not limited to litigation, a pending criminal case, or a valid court or administrative order, then the recording will be retained only as long as is legally required.
2. The Chief of Police may designate the recording as a training tool, provided that a person's image and vehicle license plate numbers shall first be permanently deleted, distorted, or obscured, or the person has been given an opportunity in writing to decline to have his or her image and/or vehicle license plate number to be so used. A recording so designated and prepared may be viewed solely by officers for training purposes only. Discretion will be used with the selection of a video to be used as a training tool so as not to embarrass or ridicule any Officer involved with the video being used.
3. Any recording undertaken in violation of this policy or any other applicable law will be immediately destroyed and, whether destroyed or not, will not be admissible as evidence in any criminal or civil legal or administrative proceeding, except in a proceeding against an Officer for violating the provisions of this policy and/or a violation of NH RSA 105:D-2, et al. In a proceeding against an Officer for violating the provisions of this policy and/or RSA 105: D-2, the recording shall be destroyed at the conclusion of the proceeding and all appeals.

VIII. **Record Maintenance**

- A. Except where authorized by law, no person, including without limitation Officers and their Supervisors, will edit, alter, erase, delete (other than erasing or deleting at the end of an applicable retention period specified by this policy), duplicate, copy, subject to automated analysis or analytics of any kind, including but not limited to facial recognition technology, share, display, or otherwise distribute in any manner any BWC or ICV recording or portions thereof. This paragraph will not apply to the sharing of a still image captured by the BWC or ICV to help identify individuals or vehicles suspected of being

involved in a crime.

- B. All requests for public disclosure will be handled consistent with NH RSA 105-D and NH RSA 91-A and will be released only with approval of the Chief of Police or designee. All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited without specific authorization of the Chief of Police or designee.
- C. Requests for BWC and/or ICV will be submitted in writing and submitted to the Records Unit to be processed in accordance with this policy. The Chief's designee will initiate a review of video and recommend any necessary redactions.
- D. Recorded images and sound made from a Department issued BWC and/or ICV will be for law enforcement purposes only. All access to this data will be audited to ensure that only authorized users are accessing the data for law enforcement purposes. All access to BWC and/or ICV data will be authorized by the Chief of Police or designee and only for the purposes set forth in this policy. However, Supervisors may, at any time, review BWC and/or ICV video footage of a subordinate Officer, in the performance of their supervisory process.
- E. Recordings will not be divulged or used by the Department for any commercial or other non-law enforcement purpose. If the Department authorizes a third party to act as its agent in storing recordings, the agent will not independently access, view or alter any recording, except to delete videos as required by law or the Department's retention policies. Neither the Department nor its storage agent, if any, will subject any recording to analysis or analytics of any kind, including without limitation facial recognition technology and data mining.
- F. BWC and ICV recordings relevant to criminal prosecutions will be made available to defendants upon specific request through the discovery process. In response to a general request for production of discoverable materials by a defendant or his/her counsel, the Department will include the following statements in a cover letter accompanying the production of such discoverable materials:

In addition to the enclosed materials, the Portsmouth Police Department is hereby notifying you that a recording or recordings from officer-worn

body and in-car video cameras may exist in this case. If such recordings do exist, you may request a copy of said recordings from the prosecutor's office. Such copies will be available upon written request of the prosecutor's office up to fifteen (15) days before any scheduled trial. Failure to request copies of these recordings within this time frame may result in the recordings being recycled or disposed of. While recordings may be made available to you, please note that your use of such recordings is limited to your defense in the criminal proceedings currently pending against you, or other related proceedings, and the recordings may not be further disseminated. Pursuant to NH RSA 105-D:2, XII no person shall "edit, alter, erase, delete, duplicate, copy, subject to automated analysis or analytics of any kind, including but not limited to facial recognition technology, share, display or otherwise distribute in any manner, any body-worn camera or in-car video recordings or portions thereof."

IX. Administration

- A. Authorized administrators will be designated by the Chief of Police.
- B. Authorized administrators will be responsible for:
 1. Providing training on proper use of the BWC, ICV, and related evidentiary management systems.
 2. Overseeing the assignment of the BWC and ICV systems.
 3. Accessing the server and facilitating access of videos as needed by Supervisors, prosecutors, administration, defense counsel, and/or the Rockingham County Attorney's Office.
 4. Facilitating needed repairs.
 5. Monitoring available storage.
 6. Monitoring purging schedules for compliance.
 7. Overseeing proper retention of recordings.
 8. Responding to Right-to-Know requests consistent with New Hampshire law

and applicable Department policy.

9. Any authorized administrator may review audio and video footage, randomly selected, to ensure proper compliance with Department rules and policies, to assure proper functioning of equipment, and to determine if the equipment is being operated properly. Minor infractions (not criminal in nature) such as uniform violations, rudeness, and profanity discovered during these reviews should be used as training opportunities and not as the basis for disciplinary actions. Should the behavior continue after being informally addressed, the appropriate disciplinary or corrective action may be taken. Supervisors will not review videos to evaluate any single Officer for compliance with Department rules or policies. Supervisors may randomly review video footage of Officers under their span of control for review of professional standards. If this review is done, it will be of every Officer on the shift and not individual Officers.

X. Miscellaneous

1. The parties agree to revisit this policy when final BWC and/or ICV products are selected to determine what, if any, modifications need to be made regarding job duties, access to functions/technology that the parties did not anticipate, or other unanticipated matter.

**THOMAS M. CLOSSON
ATTORNEY AT LAW, PLLC**

To: City Manager Conard, Mayor McEachern, and Members of the Portsmouth
City Council
From: Tom Closson
Re: Tentative Agreement with Portsmouth Police Civilian Employees' Association
Date: September, 5 2023

Please see the attached tentative agreement with the Portsmouth Police Civilian
Employees' Association.

I recommend this tentative agreement to you for ratification.

**CITY OF PORTSMOUTH
AND
PORTSMOUTH POLICE CIVILIAN EMPLOYEES' ASSOCIATION**

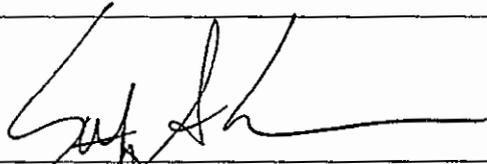
CITY'S PACKAGE PROPOSAL – JULY 24, 2023

<u>CBA SECTION</u>	<u>PROPOSED CHANGE</u>
Duration	Four (4) year CBA – from July 1, 2023 through June 30, 2027.
1 (Recognition)	Identify and correct positions in the bargaining unit as per CBA section 5.A. below.
3.C. (Employee Rights)	Change language to eliminate reference to Credit Union and to reflect instead availability of direct deposit.
5.A. (Unit Composition)	<p><u>Add PT Evidence Technicians, Crime Analyst, and Social Worker positions to the bargaining unit.</u></p> <p><u>Specifically add Executive Assistant to the Police Chief, IT Manager, Communications Manager/Supervisor (or whatever the supervisory position is called), Accreditation Manager, Operations Manager, Business Office Assistant and Victim Witness Advocate as not in the bargaining unit.</u></p>
6.D. (Probationary Period) and 8 (Seniority)	<p>Modify to provide that:</p> <p><u>Employees rehired by the Department within eighteen (18) months of separation may be restored to their prior level of seniority in the Department (not to include the time separated from employment).</u></p>
10.C (Job Posting)	Change to <u>Chief or designee</u> for interview process as well.
11.B. (Overtime)	<p>Add the following additional sentence:</p> <p><u>If a Dispatcher is ordered to work more than sixteen (16) hours in a single twenty-four (24) hour period, or if a Dispatcher is ordered to work on the Dispatcher's regularly scheduled day off, the Dispatcher will be paid at a rate of two (2) times their regular hourly rate of pay for those hours worked either in excess of sixteen (16) hours in a single twenty-four (24) hour pay period, or on the Dispatcher's regularly scheduled day off.</u></p>
17 (Holidays)	Add <u>Juneteenth</u> and change Columbus Day to <u>Indigenous Peoples Day</u> .

27.A. (Health And Dental Insurance)	<u>Change the premium cost sharing arrangement on the AB 20 10/20/45 plan to 85%/15% on July 1, 2023; 84%/16% on July 1, 2024; 83%/17% on July 1, 2025; and 82%/18% on July 1, 2026.</u>
27.A. (Health And Dental Insurance)	<u>Add the AB 15 plan as an additional option at a premium cost sharing arrangement of 90%/10% on July 1, 2023; 89%/11% on July 1, 2024; 88%/12% on July 1, 2025; and 87%/13% on July 1, 2026.</u>
27.A. (Health And Dental Insurance)	Remove Blue Choice plans as an option.
27.A. (Health And Dental Insurance)	Remove all "Cadillac Tax" language.
29 (COLA and Salary Schedule)	<u>On July 1, 2023, implement the attached wage schedules. Eliminate 10% buffer between top step dispatch and first step lead dispatcher. Going forward, step increases will occur on July 1st.</u>
29 (COLA and Salary Schedule)	<u>The Police Chief will have the discretion to place new hires on the salary schedule based on their prior experience.</u>
29 (COLA and Salary Schedule)	<u>A COLA based on the 10-year rolling average CPI-U for Boston-Cambridge-Newton, with a floor of 2% and a ceiling of 5%, on July 1, 2024; July 1, 2025; and July 1, 2026.</u>
30 (Training Stipend)	Change from \$2.50 per hour of training to <u>"one (1) hour of overtime pay for every eight (8) hours of training."</u> Stipend is available to all positions in the bargaining unit who perform approved training to new employees, not just to dispatchers.
32 (Longevity Pay)	Change to: <u>Retention Pay</u> <u>After five (5) years of consecutive service - \$500.00</u> <u>Each additional year of consecutive service after five (5) years - \$100.00</u>
41 (Temporary Service Out of Rank)	Modify to provide that pay is at <u>Step 2</u> of the wage schedule for the employee whose position is being covered.
NEW (Educational Incentive)	Adopt following educational incentive for full-time and part-time employees: <u>Associate's Degree – 1% of base pay;</u> <u>Bachelor's Degree – 2% of base pay; and</u> <u>MA/MS/PhD/JD – 2.5% of base pay.</u>

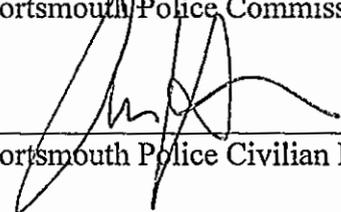
NEW (ACO Body Worn Camera)	<u><i>The Animal Control Officer is required to abide by the Body Worn Camera policy as set forth in the Patrol Officers and Ranking Officers collective bargaining agreements.</i></u>
NEW (Parental Leave)	Adopt Parental Leave policy.
NEW (Hours Of Work)	Adopt Union's proposal for dispatcher schedule, to be implemented on a trial basis only, if/when the Portsmouth Police Department reaches eight (8) fully trained dispatchers, and subject to termination by the Chief of Police at his/her sole discretion.

Dated: July 24, 2023



 Portsmouth Police Commission

Dated: July 24, 2023



 Portsmouth Police Civilian Employees' Association

DISPATCHER

<u>6/30/2023</u>				<u>7/1/2023</u>			
1	\$	23.28	\$	48,422	1	\$26.00	\$ 54,080
2	\$	24.67	\$	51,314	2	\$27.00	\$ 56,160
3	\$	25.84	\$	53,747	3	\$28.00	\$ 58,240
4	\$	27.12	\$	56,410	4	\$29.00	\$ 60,320
5	\$	28.24	\$	58,739	5	\$30.00	\$ 62,400
6	\$	29.37	\$	61,090	6	\$31.00	\$ 64,480
7	\$	30.10	\$	62,608	7	\$32.00	\$ 66,567
8	\$	30.85	\$	64,168	8	\$33.00	\$ 68,640

LEAD DISPATCHER

<u>6/30/2023</u>				<u>7/1/2023</u>			
1	\$	33.94	\$	70,595	1	\$35.00	\$ 72,800
					2	\$36.00	\$ 74,880
					3	\$37.00	\$ 76,960

ACO

<u>6/30/2023</u>		
1	\$ 19.52	\$ 40,602
2	\$ 20.48	\$ 42,598
3	\$ 21.49	\$ 44,699
4	\$ 22.54	\$ 46,883
5	\$ 23.65	\$ 49,192
6	\$ 24.60	\$ 51,168
7	\$ 25.22	\$ 52,458
8	\$ 25.85	\$ 53,768

<u>7/1/2023 (4%)</u>		
1	\$ 20.30	\$ 42,226
2	\$ 21.30	\$ 44,302
3	\$ 22.35	\$ 46,487
4	\$ 23.44	\$ 48,759
5	\$ 24.60	\$ 51,160
6	\$ 25.58	\$ 53,215
7	\$ 26.23	\$ 54,556
8	\$ 26.88	\$ 55,919

ACCOUNTING ASSISTANT

<u>6/30/2023</u>		
1	\$ 22.19	\$ 46,155
2	\$ 23.28	\$ 48,422
3	\$ 24.43	\$ 50,814
4	\$ 25.64	\$ 53,331
5	\$ 26.91	\$ 55,973
6	\$ 27.98	\$ 58,198
7	\$ 28.68	\$ 59,654
8	\$ 29.40	\$ 61,152

<u>7/1/2023 (3%)</u>		
1	\$ 22.86	\$ 47,540
2	\$ 23.98	\$ 49,875
3	\$ 25.16	\$ 52,339
4	\$ 26.41	\$ 54,931
5	\$ 27.72	\$ 57,652
6	\$ 28.82	\$ 59,944
7	\$ 29.54	\$ 61,444
8	\$ 30.28	\$ 62,987

IT Administrator

<u>6/30/2023</u>		
1	\$29.66	\$ 61,693
2	\$31.13	\$ 64,750
3	\$32.67	\$ 67,954
4	\$34.28	\$ 71,302
5	\$35.98	\$ 74,838
6	\$37.42	\$ 77,834
7	\$38.36	\$ 79,789
8	\$39.31	\$ 81,765

<u>7/1/2023 (3%)</u>		
1	\$ 30.55	\$ 63,544
2	\$ 32.06	\$ 66,693
3	\$ 33.65	\$ 69,992
4	\$ 35.31	\$ 73,441
5	\$ 37.06	\$ 77,084
6	\$ 38.54	\$ 80,169
7	\$ 39.51	\$ 82,182
8	\$ 40.49	\$ 84,218

SOCIAL WORKER

<u>7/1/2023</u>	
1	\$ 34.00
2	\$ 35.70
3	\$ 37.49
4	\$ 39.36
5	\$ 41.33
6	\$ 42.57
7	\$ 43.85
8	\$ 45.16

EVIDENCE TECHNICIAN

<u>7/1/2023</u>	
1	\$ 24.74
2	\$ 25.98
3	\$ 27.28
4	\$ 28.64
5	\$ 30.07
6	\$ 30.97
7	\$ 31.90
8	\$ 32.86

OFFICE MANAGER (INCLUDES CRIME ANALYST)

<u>6/30/2023</u>			<u>7/1/2023 (8%)</u>		
1	\$ 24.35	\$ 50,648	1	\$ 25.08	\$ 52,167
2	\$ 25.55	\$ 53,144	2	\$ 26.32	\$ 54,738
3	\$ 26.81	\$ 55,765	3	\$ 27.61	\$ 57,438
4	\$ 28.14	\$ 58,531	4	\$ 28.98	\$ 60,287
5	\$ 29.53	\$ 61,422	5	\$ 30.42	\$ 63,265
6	\$ 30.71	\$ 63,877	6	\$ 31.63	\$ 65,793
7	\$ 31.48	\$ 65,478	7	\$ 32.42	\$ 67,443
8	\$ 32.27	\$ 67,122	8	\$ 33.24	\$ 69,135

8/1/23
 [Signature]

AUTO ATTENDANT

<u>6/30/2023</u>		<u>7/1/2023 2080 HRS.</u>		<u>1300 HRS.</u>	
\$16.58	\$ 34,486	1	\$ 21.13 \$ 43,950	\$ 27,469	
		2	\$ 21.76 \$ 45,269	\$ 28,293	
		3	\$ 22.42 \$ 46,627	\$ 29,142	
		4	\$ 23.09 \$ 48,026	\$ 30,016	
		5	\$ 23.78 \$ 49,467	\$ 30,917	
		6	\$ 24.50 \$ 50,951	\$ 31,844	
		7	\$ 25.23 \$ 52,479	\$ 32,799	
		8	\$ 25.99 \$ 54,053	\$ 33,783	

8/1/23
 [Signature]

PORTSMOUTH POLICE CIVILIANS- 8/1/23

Retirement Rate	14.06%	13.53%	13.53%	13.53%	13.53%
COLA		2.55%	2.00%	2.00%	2.00%

CURRENT CONTRACT-PPCEA GROSS BUDGET

Wages	FY23 Base Year	FY24*	FY25*	FY26	FY27	Projected 4-Yr Total
Salary (FT/PT)	1,040,497	1,143,660	1,223,742	1,251,511	1,267,138	4,886,051
Longevity (Retention Pay)	6,503	5,239	5,710	6,224	6,477	23,649
Shift Differential	27,891	27,331	27,331	27,331	27,331	109,325
Health Stipend	-	2,000	2,000	2,000	2,000	8,000
Training Stipend	2,612	2,560	2,560	2,560	2,560	10,240
Education Stipend	-	-	-	-	-	-
Social Security	67,256	73,730	78,699	78,600	81,437	312,467
Retirement	141,304	148,409	159,219	162,949	165,093	635,670
Medicare	15,624	17,121	18,289	18,700	18,930	73,040
Clothing	7,273	8,001	8,001	8,001	8,001	32,003
Total	1,308,961	1,428,051	1,525,551	1,557,875	1,578,967	6,090,445

Year-to-Year CURRENT Gross Budget Change % Change		119,091 9.10%	97,500 6.83%	32,324 2.12%	21,092 1.35%	270,007 20.63%	Total Yr-to-Yr Increase*
						5.16%	Change FY24 to FY27
							Avg % Change

*Includes Reduction in Retirement Rate
 *Includes mid yr hire Crime Analyst
 *Includes full Yr Crime Analyst, mid yr Social Worker, mid yr 10th Disp
 *Includes full Yr, Social Worker, 10th Dispatcher

PROPOSED TENTATIVE AGREEMENT-PPCEA GROSS BUDGET

Wages	FY23 Base Year	FY24*	FY25*	FY26	FY27	Projected 4-Yr Total
Salary (FT/PT)	1,040,497	1,210,304	1,338,427	1,405,178	1,466,654	5,420,563
Longevity (Retention Pay)	6,503	8,661	9,480	10,363	12,068	40,573
Shift Differential	27,891	27,331	27,878	27,878	27,878	110,965
Health Stipend	-	2,000	2,000	2,000	2,000	8,000
Training Stipend	2,612	6,188	6,311	6,437	6,566	25,502
Education Stipend	-	13,954	14,726	15,475	16,163	60,319
Social Security	67,256	78,274	86,333	90,544	94,480	349,631
Retirement	141,304	159,242	176,321	185,036	193,118	713,717
Medicare	15,624	18,392	20,283	21,276	22,204	82,156
Clothing	7,273	8,205	8,369	8,536	8,707	33,817
Total	1,308,961	1,532,552	1,690,127	1,772,725	1,849,840	6,845,243

Year-to-Year PROPOSED Gross Budget Change		223,591 17.08%	157,575 10.28%	82,598 4.89%	77,115 4.35%	540,879 41.32%	Total Yr-to-Yr Increase*
						10.33%	Change FY24 to FY27
							Avg % Change per yr

*Includes Reduction in Retirement Rate
 *Includes mid yr hire Crime Analyst
 *Includes full Yr Crime Analyst, mid yr Social Worker, mid yr 10th
 *Includes full Yr, Social Worker, 10th Dispatcher

BREAKDOWN OF TENTATIVE AGREEMENT COSTS OVER "CURRENT" GROSS BUDGET

YEAR-TO-YEAR Change Over Prior Year Base

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

Wages	FY23 Base Year	FY24* Proposed	FY25* Projected	FY26 Projected	FY27 Projected	Projected 4-Yr Total
Salary (FT/PT)	-	66,643	48,041	38,983	45,848	199,516
Longevity (Retention Pay)	-	3,423	348	369	1,452	5,591
Shift Differential	-	-	547	-	-	547
Health Stipend	-	-	-	-	-	-
Training Stipend	-	3,628	124	126	129	4,006
Education Stipend	-	13,954	771	749	689	16,163
Social Security	-	4,544	3,090	4,311	1,098	13,043
Retirement	-	10,833	6,268	4,985	5,938	28,025
Medicare	-	1,271	723	583	698	3,274
Clothing	-	204	164	167	171	706
TOTAL COST OF TENTATIVE AGREEMENT	-	104,500	60,076	50,274	56,022	270,872

		7.98%	4.21%	3.30%	3.60%	20.69%	Total Yr-to-Yr Increase
						5.17%	Change FY24 to FY27
							Avg % Change

*Includes Reduction in Retirement Rate
 *Includes mid yr hire Crime Analyst
 *Includes full Yr Crime Analyst, mid yr Social Worker, mid yr 10th
 *Includes full Yr, Social Worker, 10th Dispatcher

CUMULATIVE TENTATIVE AGREEMENT COST

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

Wages	FY23 Base Year	FY24* Proposed	FY25* Projected	FY26 Projected	FY27 Projected	Projected 4-Yr Total
Salary (FT/PT)	-	66,643	114,685	153,668	199,516	534,512
Longevity (Retention Pay)	-	3,423	3,770	4,139	5,591	16,924
Shift Differential	-	-	547	547	547	1,640
Health Stipend	-	-	-	-	-	-
Training Stipend	-	3,628	3,751	3,877	4,006	15,262
Education Stipend	-	13,954	14,726	15,475	16,163	60,319
Social Security	-	4,544	7,634	11,945	13,043	37,165
Retirement	-	10,833	17,102	22,087	28,025	78,047
Medicare	-	1,271	1,993	2,577	3,274	9,116
Clothing	-	204	368	536	706	1,814
TOTAL COST OF TENTATIVE AGREEMENT	-	104,500	164,576	214,850	270,872	754,798

						57.66%	Total Cumulative FY24-FY27
						14.42%	Avg % Change per yr

*Includes Reduction in Retirement Rate
 *Includes mid yr hire Crime Analyst
 *Includes full Yr Crime Analyst, mid yr Social Worker, 10th
 *Includes full Yr, Social Worker, 10th

CIVILIAN

Health					
---------------	--	--	--	--	--

Original % Split

	FY24	FY24	FY25	FY26	FY27
Total Premium	373,707	373,707	373,707	373,707	373,707

Existing	86%	86%	86%	86%	86%
Employer	321,388.30	321,388.30	321,388.30	321,388.30	321,388.30

	14%	14%	14%	14%	14%
Employee	52,319.02	52,319.02	52,319.02	52,319.02	52,319.02

Proposed	86%	85%	84%	83%	82%
Employer	321,388.3	317,651.2	313,914.1	310,177.1	306,440.0
		(3,737)	(3,737)	(3,737)	(3,737)

	14%	15%	16%	17%	18%
Employee	52,319.02	56,056.10	59,793.17	63,530.24	67,267.32
		3,737	3,737	3,737	3,737

	Year to Year					Total
Employer Savings	-	(3,737)	(3,737)	(3,737)	(3,737)	(14,948.29)
	Cumulative					
Employer Savings	-	(3,737)	(7,474)	(11,211)	(14,948)	(37,370.73)

City of Portsmouth

Department of Public Works



MEMORANDUM

TO: Karen Conard – City Manager
Peter Rice, Director - Department of Public Works
Monte Bohannon – Director – Communications & Community Engagement

FROM: Benjamin Fletcher, Director - Parking Division

DATE: 8.28.2023

SUBJECT: Public Outreach Efforts Changes for 2023

This memo is a follow up to our discussion on 8.21.23 regarding proposed changes to the City's Snow Emergency Messaging program. Specifically, we seek to eliminate the use of the City's website banner and two Channel 22 banners for live updates, choosing rather to create *seasonal* banners at those locations directing people to sources of live information.

The following communication methods will remain in use for live updates:

- Snow-related impacts page on cityofportsmouth.com
- SnoPhone recorded message
- Special Edition Newsletter (when possible), and
- The '**Smart911**' system, allowing single-source data entry to create automatic updates to each of the following:
 - Voicemail alerts (requires free signup)
 - Text alerts (requires free signup)
 - Email alerts (requires free signup)
 - The City's social media accounts: X (formerly Twitter) and Official Facebook (no signup required)

Monte Bohannon is in possession of draft public outreach language to assist him in engaging his expertise for this purpose. Legal is working with the Parking Division to update the ordinance to implement.

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article X – TOWING, Section 7.1002, SNOW REMOVAL OPERATIONS, of the Ordinances of the City of Portsmouth, be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE X: TOWING

Section 7.1002: SNOW REMOVAL OPERATIONS

- ~~A. The Director of Public Works shall be empowered to prohibit parking on designated public streets for the purpose of removing accumulated snow.~~
- ~~B. Prior to declaring such a parking ban, the Director of Public Works shall notify the local media, radio, newspapers and television. The Director of Public Works shall provide as much advance notice of the impending parking ban as is possible under the circumstances.~~
- ~~C. The notification shall designate, either by street name or by district, such as "Central Business Districts", what portions of the City will be subject to the parking ban.~~
- ~~D. The Director of Public Works shall cause, prior to initiating the parking ban, appropriate signage to be posted in the downtown Central Business district indicating when the parking ban will be in effect and where available off-street public parking exists.~~

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III – TRAFFIC ORDINANCE, Section 7.321, SNOW EMERGENCY PARKING BAN, of the Ordinances of the City of Portsmouth, be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Section 7.321: SNOW EMERGENCY PARKING BAN

- A. The Director of Public Works (**“Director” shall mean the Director or designee**) shall be empowered to declare a **S**now **E**mergency for the purpose of snow plowing **and removal of accumulated snow** during **or after** ~~snow storms snowstorms~~. The Director's authority to declare such an emergency shall begin when there is an accumulation of two (2) inches or more of snow. **or when snow accumulation from plowing operations requires a coordinated removal effort to be determined at the Director's discretion.** Once ~~the a Snow E~~mergency is declared, ~~then the emergency~~ it shall continue until such time as it is terminated pursuant to the provisions of this ordinance. **The Director may declare a Snow Emergency at any time during a 24-hour period.**
- B. No person having custody or control of any vehicle shall park or cause any vehicle to be parked on any street or highway in the City of Portsmouth when a **S**now **E**mergency is in effect. The Director ~~of Public Works~~ shall be empowered to cause any vehicle, which violates this ordinance to be ticketed and towed **at the owner's sole expense.**
- ~~C. Once the Director has declared a snow emergency, he or she shall then immediately notify the local media, radio, newspapers, and television. Whenever feasible, the Director shall also provide advance notification to the public of snowstorms likely to generate snow emergencies. The Director shall give notice to the local media as to when the snow emergency is terminated; when feasible, the Director shall provide notice as to the anticipated termination of the emergency based upon weather predictions.~~
- C. The Director shall notify the public when a Snow Emergency starts and ends by using at least three different mediums for communicating messages to the public, including but not limited to an automated push notification system, the City's website, social media, texts, signage and telephone notification.**
- ~~D. The Director's authority to declare a snow emergency shall ber operable both during the daytime and the nighttime.~~
- E D.** The Director's authority to declare a **S**now **E**mergency shall exist in addition to the emergency powers reserved to the Chief of Police under Section 7.303, Article

III of this ordinance; however, the Director ~~of Public Works shall consult with~~ **and** the Chief of Police ~~shall consult with each other~~ concerning the need for and the timing of any ~~S~~**s**now ~~E~~**e**mergencies.

~~F. The Director of Public Works shall cause appropriate signs to be posted at the City boundaries at: all exits from I-95, NH33 (formerly known as NH Route 101), US Rte 1, Woodbury Avenue, Ocean Road, Sagamore Avenue and US Route 1A/B. Such signage should provide notice regarding potential snow emergencies and should advise travelers where to seek further information on the snow emergency.~~

~~G. E.~~ City residents may park in **either** the High-Hanover **or Foundry** Parking Facility during ~~S~~**s**now ~~E~~**e**mergencies **when spaces are available, by paying a flat fee to be determined by** ~~†~~The City Council **shall determine the resident flat fee for Snow Emergency parking annually through the adoption of fees through the budget resolution process, commencing with a declared parking ban advanced notice until a time deemed appropriate by the Public Works Director or his/her designee following termination of the snow ban.** The time period allowed for ~~such~~ **Snow Emergency** parking for residents shall **begin once the Snow Emergency is in effect and shall not terminate less than two (2) hours after the Director determines the end Snow Emergency of the snow ban.** **Electronic payment collection devices at both parking facilities are not capable of determining residency status. To be eligible for the flat rate snow ban discount, drivers Residents** must provide proof of residency by presenting a driver’s license or vehicle registration showing a Portsmouth address **to the cashier at either parking facility.** The fee is payable upon exit from the parking facility.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

WHEREAS, the State of New Hampshire is geographically vulnerable to a variety of natural and technological disasters; and

WHEREAS, Chapter 53-A:3 of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreement's intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

WHEREAS, under Chapter 53-A:3 and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

THEREFORE, pursuant to RSA 53-A:3, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement:

A. *"Agreement"* means this document, the New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement.

B. *"Aid and assistance"* includes personnel, equipment, facilities, services, supplies, and other resources.

C. *"Authorized Representative"* means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

D. *"Disaster"* means a calamitous event threatening loss of life or significant loss or damage to property, such as a flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary cause.

E. *"Emergency"* means a natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

F. *"Mutual Aid Resource List"* means the list of Providers, equipment, and personnel maintained by the UNH Technology Transfer Center.

G. *"Party"* means a governmental entity which has adopted and executed this Agreement.

H. *"Program"* means the New Hampshire Public Works Mutual Aid Program.

I. *"Provider"* means the party which has received a request to furnish aid and assistance from another party (the "Recipient") in need. In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

J. *"Recipient"* means the party setting forth a request for aid and assistance to another party (the "Provider"). In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities

including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

B. Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. Pursuant to RSA 53-A:3 and as elaborated upon in Section XI of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

SECTION III: GOVERNING BOARD; POWERS

- A. The Program shall be governed by a Board of Directors composed as follows:
- (1) Two (2) members who shall be members of and appointed by the New Hampshire Road Agents Association;
 - (2) Three (3) members who shall be members of and appointed by the New Hampshire Public Works Association;
 - (3) One (1) member who shall be members of and appointed by the Municipal Management Association of New Hampshire;

- (4) One (1) member who shall be members of and appointed by the New Hampshire Building Officials Association;
- (5) One (1) member who shall be members of and appointed by the New Hampshire Water Works Association;
- (6) One (1) member who shall be members of and appointed by the New Hampshire Water Pollution Control Association;
- (7) The Commissioner of the Department of Transportation or a designee, *ex. officio*;
- (8) The Commissioner of the Department of Environmental Services or a designee, *ex. officio*;
- (9) The Director of the Department of Homeland Security and Emergency Management or a designee, *ex. officio*; and
- (10) The Director of the University of New Hampshire Technology Transfer Center or a designee, *ex. officio*.

B. *Ex-officio* members shall be non-voting members and shall not be counted for a quorum.

C. A quorum at a duly called Board Meeting shall consist of a majority of the Directors attending the meeting, with a minimum of three (3) Directors present.

D. It is expected that all Directors shall use their best efforts to attend all Board meetings. If a vacancy is created by the removal or resignation of a Director or for any other reason, the entity identified in Section III A as being responsible for appointing the former Director shall promptly appoint a replacement Director to serve the remainder of the former Director's term.

E. All Board meetings of the Program shall comply with New Hampshire's Right-to-Know Law, RSA 91-A., as follows:

The Board of Directors will allow one or more Directors to participate in a meeting by electronic or other means of communication for the benefit of the public and the governing body, subject to the provisions of this paragraph.

- (a) A member of the Board of Directors may participate in a Board meeting other than by attendance in person at the location of the meeting only when such attendance is not reasonably practical. Any reason that such attendance is not reasonably practical shall be stated in the minutes of the meeting.
- (b) Except in an emergency, a quorum of the Board of Directors shall be physically present at the location specified in the meeting notice as the location of the Board

meeting. For purposes of this subparagraph, an "emergency" means that immediate action is imperative and the physical presence of a quorum is not reasonably practical within the period of time requiring action. The determination that an emergency exists shall be made by the chairman or presiding officer of the Board of Directors, and the facts upon which that determination is based shall be included in the minutes of the meeting.

- (c) Each part of a Board meeting required to be open to the public shall be audible or otherwise discernable to the public at the location specified in the meeting notice as the location of the meeting. Each Director participating electronically or otherwise must be able to simultaneously hear each other and speak to each other during the meeting, and shall be audible or otherwise discernable to the public in attendance at the meeting's location. Any Director participating in such fashion shall identify the persons present in the location from which the member is participating. No Board meeting shall be conducted by electronic mail or any other form of communication that does not permit the public to hear, read, or otherwise discern meeting discussion contemporaneously at the meeting location specified in the meeting notice.
- (d) Any Board meeting held pursuant to the terms of this paragraph shall comply with all of the requirements of this chapter relating to public meetings, and shall not circumvent the spirit and purpose of this chapter as expressed in RSA 91-A:1.
- (e) A Director participating in a meeting by the means described in this Section is deemed to be present at the meeting for purposes of voting. All votes taken during such a meeting shall be by roll call vote.

F. The fiscal and business year of the New Hampshire Public Works Mutual Aid Program shall be from January 1 to December 31 of each year.

G. The Board of Directors shall meet at least one time each year in June.

H. The Board of Directors shall elect a Chair and a Vice Chair. The Chair and Vice Chair shall serve in their respective positions for a period of two years, provided that either may resign or be removed by the Board of Directors with or without cause. The Chair shall preside at all meetings of the Board of Directors and shall have such other duties as the Board may assign. In the absence of the Chair, the Vice Chair shall perform the duties of and have the authority of the Chair. The Vice Chair shall also have such other duties as the Board may assign.

I. The Board of Directors shall have the authority to elect a Treasurer/Secretary. The Treasurer/Secretary shall serve in their respective position for a period of two years, provided that they may resign or be removed by the Board of Directors with or without cause. As Treasurer they shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Program;

- (b) receive and give receipts for moneys due and payable to the Program from any source whatsoever, and deposit all such moneys in the name of the Program in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and
- (c) in general perform all of the duties incident to those set forth in this Section III. D. and such other duties as from time to time may be assigned to the Treasurer by the Board of Directors.

As Secretary they shall:

- (a) keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose;
- (b) be the custodian of the records of the New Hampshire Public Works Mutual Aid Program, or make adequate provision for alternative custody arrangements;
- (c) when requested or required, authenticate any records of the New Hampshire Public Works Mutual Aid Program; and
- (d) in general perform all of the duties incident to those set forth in this Section III. D. and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

J. The term of office of voting members shall be three (3) years or until their successor is appointed and qualified.

K. In addition to any other authority provided in this Agreement, the Board of Directors shall have the authority to:

- (1) Enter into any necessary agreements on behalf of the participating units of government in furtherance of this Mutual Aid Agreement, subject to any necessary ratification by the participating units;
- (2) Adopt an annual budget and establish an annual fee for participating in the Program;
- (3) Propose modifications to the mutual aid agreement for ratification by participating units of government;
- (4) Promulgate reasonable rules to govern the Program; and
- (5) Perform any other function and undertake any other activity reasonably necessary to carry out the purpose of this agreement unless said function or activity is

subsequently disavowed by a majority vote of the governing bodies of the participating municipal government units.

SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a disaster and deems its resources inadequate to rectify the given situation, it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this mutual aid agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. *METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:* Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section IV). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. *REQUIRED INFORMATION:* Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

- (1) **Stricken Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
- (2) **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
- (3) **Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which assistance is needed (water/sewer, storm water systems, streets) and the type of work assistance needed;
- (4) **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
- (5) **Facilities:** The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
- (6) **Meeting Time and Place:** An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. *STATE AND FEDERAL ASSISTANCE:* If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the

Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgment shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section Section VII of this Agreement.)
- (3) The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the "Supervision and Control" section Section VI of this Agreement).

SECTION VI: SUPERVISION AND CONTROL

Provider shall designate supervisory personnel among any employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

- (2) maintain daily personnel time records, material records, a log of equipment hours, and other expenses; and
- (3) shall report work progress to Recipient at mutually agreed upon intervals.

SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient.

B. As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of its (Provider's) intent to terminate portions or all assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VIII: COST DOCUMENTATION AND REIMBURSEMENT

A. *Personnel:* Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. *Provider's Traveling Employee Needs:* - Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including without limitation to transportation expenses for travel to and from the stricken area, shelter, and subsistence.

C. *Equipment:* - Provider shall document the use of its equipment during the period of assistance including all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the assistance.

D. *Materials And Supplies:* Provider shall document all materials and supplies furnished by it and used or damaged during the period of assistance.

E. *Reimbursement:* The Recipient shall reimburse the Provider for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Provider may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Recipient without charge or cost.

Personnel – The Provider shall be reimbursed by the Recipient for personnel costs incurred for work performed during the specified Period of Assistance. Provider personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Provider's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Recipient reimbursement to the Provider could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment – The Recipient shall reimburse the Provider for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Provider in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Provider uses rates different from those in the FEMA Schedule of Equipment Rates, the Provider must provide such rates orally or in writing to the Recipient prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Provider must lease a piece of equipment while its equipment is being repaired, Recipient shall reimburse Provider for such rental costs.

Materials and Supplies – The Recipient must reimburse the Provider in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Provider must not charge direct fees or rental charges to the Recipient for other supplies and reusable items that are returned to the Provider in a clean, damage-free condition. Reusable supplies that are returned to the Provider with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period – The Provider must provide an itemized bill to the Recipient for all expenses incurred by the Provider while providing assistance under this Agreement. The Provider must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Provider may request additional periods of time within which to submit the itemized bill, and Recipient shall not unreasonably withhold consent to such request. The Recipient must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Recipient may request additional periods of time within which to pay the itemized bill, and Provider shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Recipient.

Records - Each Provider and their duly authorized representatives shall have access to a Recipient's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Recipient and their duly authorized representatives shall have access to a Provider's books, documents, notes,

reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

SECTION XI: IMMUNITY

Pursuant to RSA 53-A:3, all activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by NH Statutes, RSA 107-C:10.

SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION XIII: ROLE OF THE UNIVERSITY OF NH TECHNOLOGY TRANSFER CENTER & MANAGEMENT COMPANY

A. Under this Agreement, the responsibilities of the University of New Hampshire Technology Transfer Center (UNH T2) are:

- (1) to maintain the Mutual Aid Resource List and website, and to provide this listing to each of the entities on an annual basis; and
- (2) to train public works personnel and other local officials in the implementation of the Program.

B. Under this Agreement, the responsibilities of the Management Company, to be designated by the Board of Directors, are:

- (1) to serve as the fiscal agent of the Program for the invoicing and collection of any dues or fees, recipient for special grants or awards, and for the processing of all accounts receivable and payable;
- (2) to serve as the central depository for executed agreements; and
- (3) to provide administrative support to the Board of Directors.

SECTION XIV: AMENDMENTS; ADDITIONAL MEMBERS

A. *Manner:* This agreement may be modified at any time by (1) a proposal of the Board of Directors and upon the consent of a majority of the participating government units who cast ballots within sixty (60) days following a special meeting, which the Board Chair duly warns, to present the proposed changes, or (2) upon the mutual written consent of the Recipient and the Provider.

B. *Addition of Other Entities:* Additional entities may become parties to this Agreement upon:

- (1) acceptance and execution of this Agreement;
- (2) sending said executed copy of the Agreement to the Management Company with payment of any dues or fees; and
- (3) completing and returning the Mutual Aid Resource List.

SECTION XV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent

years, unless canceled by written notification served personally or by registered mail upon the Management Company, which shall provide notice to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent to all other parties. A party's withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XVI: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVII: SEVERABILITY - EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XVIII: EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this New Hampshire Public Works Mutual Aid Program Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

BY (*signature*): _____

Printed Name: _____

Title: _____

Municipal Government Unit: _____

Date: _____

DULY AUTHORIZED REPRESENTATIVE

(the emergency contact for the mutual aid program)

Name: _____

Title: _____

Organization: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell/Emergency Phone: _____

Email: _____

Fax: _____

Pager: _____

Radio Frequency: _____

City of
Portsmouth
Department of Public Works

CM Action Item #8



MEMORANDUM

TO: Karen Conard, City Manager

FROM: Peter H. Rice, Director of Public Works
Roberta Orsini, Operations Director
William Faulkner, Fleet General Foreman

DATE: August 28, 2023

SUBJECT: Planned Rolling Stock Trade-Ins

Attached please find a list of Rolling Stock planned replacements. Three of the vehicles were funded for replacement in Fiscal 23 and are currently on order. The remainder are planned replacements in Fiscal 24. The dollar value requested through budget reflects staff estimated trade-in values based on historical experience and previous dealer interest. Trade values are dealer estimated at the time of order based on mileage or hours, body condition, and age. The actual trade value received at time of delivery may be adjusted if the mileage is higher than anticipated or additional body degradation has occurred.

We respectfully request this item be added to the next available City Council Agenda for the purpose of obtaining authorization to dispose of these assets at the values offered by the dealer at the time of delivery.

We are available to discuss at your convenience.

DEPARTMENT OF PUBLIC WORKS
FY23 and FY24 Trade-In Requests

CM Action Item #8

CITY#	EXISTING EQUIPMENT	PLANNED PURCHASE	ANTICIPATED PURCHASE PRICE	ESTIMATED TRADE VALUE	ESTIMATED FINAL COST
H009	2011 F250 Pickup w/plow	F250 Pickup (use existing plow setup)	\$ 43,000	\$ 5,000	\$ 38,000
H011	2015 F550 Dump	F600 Dump w/plow and tommy lift	\$ 107,000	\$ 6,700	\$ 100,300
H023	2011 F250 Utility body w/plow	F250 Utility body w/plow	\$ 64,000	\$ 3,500	\$ 60,500
H068	2011 F550 Dump w/plow	F600 S/S Dump body	\$ 90,000	\$ 6,500	\$ 83,500
H085	2012 International Packer	Packer	\$ 345,000	\$ 20,000	\$ 325,000
H136	2011 Ford F550 Dump w/plow*	F600 S/S Dump w/plow and salter	\$ 137,904	\$ 3,700	\$ 134,204
PP1	2011 Ranger	F550 S/S Dump body w/salter	\$ 125,000	\$ 2,000	\$ 123,000
TOTAL GENERAL FUND REQUEST			\$ 911,904	\$ 47,400	\$ 864,504
P046	2007 International Packer	Packer	\$ 345,000	\$ 15,000	\$ 330,000
P145	2013 F150 Pickup	F250 Pickup w/plow	\$ 60,000	\$ 5,000	\$ 55,000
TOTAL PARKING REQUEST			\$ 405,000	\$ 20,000	\$ 385,000
S134	2012 F150*	F350 Pickup	\$ 73,655	\$ 1,500	\$ 72,155
TOTAL SEWER REQUEST			\$ 73,655	\$ 1,500	\$ 72,155
W010	2016 F550 Utility body w/plow	F600 Utility body w/plow	\$ 110,000	\$ 6,500	\$ 103,500
W030	2016 F550 Utility body w/plow	F600 Utility body w/plow	\$ 110,000	\$ 6,500	\$ 103,500
W031	2016 F550 Utility body w/plow	F600 Utility body w/plow	\$ 110,000	\$ 6,500	\$ 103,500
W104	2016 F550 Dump*	F600 Dump	\$ 113,756	\$ 5,500	\$ 108,256
W109	2013 F150 Pickup	F150 Pickup	\$ 40,000	\$ 3,500	\$ 36,500
TOTAL WATER REQUEST			\$ 483,756	\$ 28,500	\$ 455,256
TOTAL ANTICIPATED TRADE-IN VALUE				\$ 97,400	



August 23, 2023

Portsmouth Mayor McEachern and City Council
1 Junkins Ave.
Portsmouth, NH 03801

Mayor McEachern and City Council,

The Music Hall respectfully submits this request to The City of Portsmouth to grant approval for the closure of Chestnut Street on Friday, September 15, through Sunday, September 17, 2023 for The Music Hall's annual Telluride by the Sea Film Festival taking place at The Music Hall Historic Theater. We request that Chestnut Street be closed from 9AM to 11PM on each day of the festival to allow for ample set up time for the stanchions. The expected attendance for this event is approximately 800 guests per day. Out on Chestnut Street, we will welcome guests to cue up in passholder specific lines separated by stanchions for each film screening throughout the weekend. On Saturday night, as in years past, we hope to host a "festival party" on out Chestnut Street after the final film of the day. Utilizing our "extension of premises" on our liquor license, our professional bartenders would serve alcoholic beverages while offering some light appetizers stationed at the top of the street. The Music Hall team will provide waste receptacles and do a full sweep of the street to ensure it is kept clean and trash-free. We would utilize our stanchions to designate a "beer garden" and only allow those with Festival passes or film tickets into this area. We also will be checking IDs. Typically, this party only lasts 60-90 minutes from approximately 10PM-11:30PM. Porter Street will remain unobstructed for the duration of the event.

Additionally,

The Music Hall respectfully submits this request to The City of Portsmouth to grant approval for the closure of Chestnut Street on Thursday, October 12, through Sunday, October 15, 2023 for the annual New Hampshire Film Festival event taking place at The Music Hall Historic Theater. We request that Chestnut Street be closed from 8AM to 11PM on each day of the festival to allow for ample set up time. The Festival plans to host a Friday Night "Red Carpet Gala" out on Chestnut Street. This would take place from 6:30PM-8PM, but will require all day set-up. We are actively working out details for this particular event on Friday Night, but similar to Telluride By the Sea's Festival Party, we do hope to be able to serve alcohol utilizing our liquor license.

Thank you very much for your time and consideration,

Sincerely,

A handwritten signature in black ink that reads "Tina M. Sawtelle". The signature is written in a cursive style with a large initial "T" and a stylized "M".

Tina Sawtelle

Executive Director, The Music Hall

28 Chestnut St.

Portsmouth, NH 03801

tsawtelle@themusichall.org



#bekind #helpothers #pray

August 24, 2023

Ms. Karen S. Conard
City Manager
City of Portsmouth, NH
1 Junkins Ave
Portsmouth, NH 03801

Dear Karen,

I apologize if there was a misunderstanding about the approval for the I Got Bridge 3rd annual walkathon ("BridgeATHon" on Sept 10, 2023 at Four Tree Island. We thought it had been approved by the City last year.

Four Tree Island has been reserved for I Got Bridged since Sept., 2022 by the Portsmouth Park & Recreation Department. We have secured volunteers and have paid in full for the required insurance. We have been promoting and advertising the event and expect a good turnout, approximately 200 walkers. Below are the details of the event:

Date / Time / Location:

Sunday, Sept 10th, 2023

Time: 9:00 am – 12:00 pm

2.6 mile walk

Four Tree Island, Peirce Island Rd., Portsmouth. Four Tree Island will be the start and the end point of the walk.

Planned Map (same as the last 2 years)

Leave Four Tree

Over the Peirce Island Bridge to Mechanic St

Right on Marcy St

Right on State St Route 1 Memorial Bridge to Badgers Island, Kittery

Cross at the Crossing Guard at the Cross walk (where we will have a cross guard attendant)

Return to Four Tree via the same route in reverse.

No streets are requested to be closed for the I Got Bridged "BridgeATHon"

Our annual walkathon helps us raise money to support our mission of helping those in need.

I Got Bridged is a 501 (c)(3) nonprofit charity. We help those in need in our local community by taking them to the Gather food pantry, medical appointments, and other errands. We also help transition the homeless from Cross Roads House to residential living, transport them to recovery meetings, community events and religious services.

We appreciate your consideration in regards to expediting the approval process. Please let us know what else you may need.

Sincerely,

Freddy Petrone and the I Got Bridged Team
(502) 387-1773
freddy@igotbridged.com

CITY COUNCIL E-MAILS

Received: August 21, 2023 (after 5:00 p.m.) –August 31, 2023 (before 9:00 a.m.)

September 5, 2023 Council Meeting

Submitted on Tue, 08/22/2023 - 12:14

Full Name

Primo Tosi

Email

primo40@aol.com

Subject

Roundabout

Address

2 Ruth St

Message

Mr. Mayor and members of the city council,

I would like to recommend that the study of the benefits of having a roundabout at the corner of Bartlett and Thornton streets be terminated. Today for the third time I was nearly struck by another vehicle while entering this roundabout. Living in this neighborhood I noticed that the vehicles traveling up Bartlett street seem to think that they have the right of way going into this intersection especially if they are going straight through to Dennett street. Also if you travel up Bartlett and turn onto Thornton street the crosswalk on Thornton is set back and therefore hidden until you are most of the way around the corner. In other words it is a blind spot and a safety hazard unless you know about it and take the turn slowly. I for one would not want my kids using that intersection as a bus stop with the way it is set up right now. I would give an A for effort but I don't believe it fixed the problem. In fact I think it made matters worse and should go back to a four way stop maybe with flashing lights like the ones on Banfield road. At least with a four way stop your supposed stop. There is no decision to make on whether or no you have too (yeald), you have to no question about it. I for one hope you consider removing the roundabout as soon as possible.

Respectfully

Primo J Tosi

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Fri, 08/25/2023 - 17:14

Full Name

Jon Dickinson

Email

jon3425@gmail.com

Subject

Please stop jamming more and more people into the downtown.

Address

220 Walker Bungalow Rd

Message

Mayor and councilors. As more and more high density housing opens up in the city, the greater the traffic problems have become. Try to get across Sagamore avenue on South Street at 8:00 or 5:30. Pleasant street is backed up from before Court, to State, and into downtown. Try getting through Bow Street to my office on Court Street. You want to add MORE?

People HAVE to drive if you live in Portsmouth. There is little work here unless you are self-employed. No grocery store (thanks to the prior council). No Pharmacy. Medical services are at Pease. Walmart, Staples, and all the basics are outside of town.

The edge of the city is accessible, close to the essentials, affordable land, and has plenty of parking AND green space. It will generate more tax dollars for the city.

PLEASE PLEASE PLEASE Stop.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Mon, 08/28/2023 - 08:54

Full Name

Ruben Yzaguirre

Email

yzaguirre.r@gmail.com

Subject

Sherburne School Housing Project

Address

Colonial Drive

Message

Hello,

My sources state that a deal has already been struck with the PHA regarding the Sherburne School housing project. Can you please confirm or deny this. If a deal has been struck already, why was this done without any input from the community as promised? If not, when can we expect a "blue ribbon task force" be formed to address the many issues the community has with this project.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Mon, 08/28/2023 - 12:17

Full Name

Brett Whitmarsh

Email

brettwhit@gmail.com

Subject

15-minute parking spots by Starbucks

Address

87 Sims Ave

Message

Dear City Council,

I want to write in to stress the need to save the 5 minute parking spots (and all the spots) on the side street next to Portsmouth.

While I appreciate the need to renovate that street, as someone who lives, works and likes to zip in and out of downtown to get food, do quick shopping, the 15-minute spots right there are a lifeline. Parking downtown is so difficult, even more so in the summer and with tourists. Those spots allow me to run quickly downtown to grab food at any of our shops, quickly grab something at another and do it all and back in 15-minutes without the need to drive around, wait walk too far and miss the short windows of time I have.

Especially during the work day these spots are a critical need. I've wasted an entire lunch break just looking for one quick spot to park, grab a take out order from Bennett's or The Works, yes, even Starbucks, but Cheese Louise and Popovers. These spots are my beacon in the endless search for parking. We cannot afford to have less spots, let alone less 15 minute parking. Like many other locals, I can get a lot done in 15-minutes downtown with those spots.

Now, if the council were to look to add more 15 minute spots in the downtown area, I would be more open to this change, but regardless, please consider the wider impact on giving up those multi-functional parking spaces.

Thanks,

-Brett Whitmarsh

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Mon, 08/28/2023 - 13:56

Full Name

James Smalley

Email

jsmalleycfa@gmail.com

Subject

The City's contribution to that lack of affordable housing

Address

352 Kearsarge Way

Message

Dear Councilors:

The mayor made an admirable plea for the McKyntre to be used for affordable housing. In so doing, the mayor stated that the market has failed us, a sentiment echoed by other councilors. In so quickly blaming the private sector and then dismissing the market as a potential solution, the council has failed to address the contribution Portsmouth's own policies make to both a reduction in the overall supply of housing and the lack of affordable housing. Portsmouth's zoning contributes to this supply constraint and shouldn't be ignored or dismissed.

The council is likely to gift the most valuable property in the state of NH to the city's largest landlord, the PHA. In all likelihood this exchange will be subsidized by the taxpayers. Yet the private sector is much better than the government in allocating capital and certainly better than this council or any city body in doing so. Allocating capital is beyond the council's and city staff's circle of competence.

I ask that the council consider a review of the non-fire & non-safety zoning requirements and identify those that drive up the cost, and therefore reduce the supply, of housing. A simple Yes or No for each requirement, district etc. The quantifiable impact should be a second step.

Please don't turn a blind eye to Portsmouth's zoning's contribution to the housing shortage and lack of affordable housing.

Respectfully,

Jim Smalley

352 Kearsarge Way

Portsmouth NH 03801

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Paul and Alison Dunne
1 Round Island
Portsmouth, NH 03801
pdonsax@gmail.com
570-497-6735

Karen Conard
Portsmouth City Manager
1 Junkins Ave.
Portsmouth, NH 03801

August 22, 2023

Dear Karen,

We are writing to you today to request permission to explore the opportunity of building a floating access dock near where the existing stairs are located on Peirce Island for kayakers.

As you are no doubt aware, we are in a very unique situation living year-round on Round Island and as yet do not have a permanent docking space for our boat to access the Island. We would also require a permanent parking space next to the proposed dock if agreed.

We would supply the floating dock, subject to your approval, that would also benefit the kayakers by making it much more accessible for them to launch. In return we would like to permanently dock our boat at the new dock.

We feel that this would be a win-win situation that would benefit the residents of the City Of Portsmouth and would make Round Island accessible year round for provisioning.

We look forward to your response.

Kind regards,

A handwritten signature in blue ink, appearing to read "Paul and Alison Dunne".

Paul and Alison Dunne



info@pinetreeinstitute.org
206 Old Rd. Eliot ME 03903 207.965.0565
36 Maplewood Ave., Portsmouth NH 03801 603.610.8281

Portsmouth City Council
1 Junkins Avenue
Portsmouth, NH 03801

September 5, 2023

Esteemed Members of the City Council:

On behalf of the Greater Portsmouth Recovery Coalition, Pinetree Institute is pleased to provide this memorandum summarizing the progress of the coalition. The most recent coalition meeting was held on July 25..

Highlights:

1. We currently have nearly 70 members of the community from nearly 45 organizations actively participating in the coalition..
2. There are 8 task forces and 1 committee in operation which meet monthly:
 - a. Recovery Housing
 - b. Workforce Development
 - c. Access to Services
 - d. Coordination of Services
 - e. Marketing & Community Education
 - f. Harm Reduction
 - g. Services for Homeless
 - h. Services for Co-Occurring Disorders
 - i. Systems, Data, and Reporting
3. Harm Reduction services to be offered at Safe Harbor Recovery Center under the leadership of NH Harm Reduction Coalition beginning in October.
4. Education & Awareness campaigns are underway for Harm Reduction, Recovery Housing and Workforce Development are underway.
5. Services for Homeless individuals and families are offered at Cross-Roads under the leadership of Families First. Expansion to Safe Harbor Recovery Center beginning in October.

Date:

pinetreeinstitute.org

6. Research underway for a sustainable funding model for Recovery Housing in the Seacoast (with Deputy AG Jim Boffetti, Hon. Tina Nadeau, Dr. Tom Sherman as consultants).
7. Workforce Development task force members Safe Harbor Job Launch, NH Recovery Friendly Workplace, Working Fields, and WorkReady NH all offer programs for job seekers and businesses. All participated at a recent Chamber Collaborative of Greater Portsmouth event at 3S Artspace.
8. Workforce Development is conducting a survey of Chamber Collaborative members regarding their knowledge of the area workforce development programs.
9. The Marketing & Community Education task force is hosting a film screening of “Our American Family” on September 21 at 3S Artspace. This film is directed by Halley Adelman, Oscar-nominated producer of The Social Dilemma.
10. Better Life Partners and Groups Recovery Together offering Medication-Assisted Treatment (MAT) under the Access to Services task force.
11. Southern NH Services and Safe Harbor are ramping up new Services for the Homeless.
12. The Co-Occurring Disorder task force identified the need for more training/awareness of for SUD and Mental Health providers - NH Alcohol and Drug Abuse Counselors Association (NHADACA) is now providing new training offerings.
13. The Systems, Data & Reporting task force has identified desired outcomes to measure progress for each of the task forces across the coalition.
14. Granite Pathways and DEI Directive brings focus and direct services for underserved populations.

Top priorities for the remainder of 2023 include defining successful outcomes and methods of tracking, community outreach to address stigma, and establishing a sustainable fund to offset the financial barriers of opening recovery homes in the Seacoast.

Pinetree Institute and the Greater Portsmouth Recovery Coalition would like to again thank the city of Portsmouth for its support for this important program.

Contact:

Dr. Larry McCullough, Pinetree Institute Executive Director larry@pinetreeinstitute.org

Mark Lefebvre, Director of Community Engagement mark@pinetreeinstitute.org



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: Economic Development

Name: Jen Scumaci Telephone: 603-285-1143

Could you be contacted at work? YES NO If so, telephone# 603-285-1143

Street address: 5 Adams Ave, Portsmouth NH 03801

Mailing address (if different): _____

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

How long have you been a resident of Portsmouth? 12 years

Occupational background:

M.Ed in Higher Education from UMass Amherst 2000 - worked in colleges and universities for 7 years in student + staff services; MBA 2012 - worked in logistics for 11 years in several capacities: leadership trainer, organizational development specialist, new business/M+A and integration, marketing + strategy. DJ Skooch - going on 10 years of the side hustle of my dreams. :)

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

MBA, 23 years in leadership development + business, local small business owner.

OVER

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

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

Reasons for wishing to serve: _____

I'm very invested in the Portsmouth community, not only as a resident and neighbor but also as a small business owner. I am committed to diversity, equity, inclusion, and justice, and I see a lot of opportunity for more progressive voices like mine to be engaged in the development of the local economy to serve the greater good. I'm also just generally interested in business and would love to learn more about how the City works from an economic development perspective.

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

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

1) Jo Kelley, 5 Simonds Road, Portsmouth, NH, 603-767-1565
Name, address, telephone number

2) Sean Clancy, 47 Dunvegan Woods, Hampton, NH 03842, 603-969-6920
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: Jennifer N Scumaci Date: 8/15/2023

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

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



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

FILED
JUL 12 2023
Renewing applicant
By _____

Committee: Parking and Traffic Safety

Name: Erica Wygonik, PhD, PE, RSP1 Telephone: 802.683.9653

Could you be contacted at work? YES ~~NO~~ - If so, telephone # _____

Street address: 319 Lincoln Avenue, Portsmouth, NH 03801

Mailing address (if different): _____

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

How long have you been a resident of Portsmouth? ~6 years

Occupational background:

I am a licensed civil engineer in the field of transportation and a certified road safety
professional. I have been in this field since 2000. I also have my PhD in
transportation engineering.

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

Reasons for wishing to continue serving: _____
I believe public service is important. I have enjoyed my time on the committee, and I
think my professional expertise has been useful.



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

I am the Chair of the Urban Freight Transportation committee for the National Academy
of Sciences' Transportation Research Board. I am a member of the Institute of
Transportation Engineers.

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

1) Reagan Ruedig; 70 Highland Street, Portsmouth, NH; 603.502.9247
Name, address, telephone number

2) Marsha Fillion; 149 Jones Ave, Portsmouth, NH; 603.205.0362
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: _____



7/8/2023

Date: _____

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 8-9-2026

Annual Number of Meetings: 11 (2022) Number of Meetings Absent: 2

Date of Original Appointment: 12.2.2019

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

Erica J. Wygonik, PhD, P.E., RSP₁

319 Lincoln Ave
Portsmouth, New Hampshire 03801

Professional Engineer, NH #12551
ewygonik@gmail.com
802.683.9653

Professional Experience

- 2021-present Vice President, Wall Consultant Group, Salt Lake City, Utah
- Lead the Northeast Region transportation practice
 - Manage projects including developing and enacting work plans, schedules, and budgets
 - Provide analysis and technical leadership to projects in the traffic operations, transportation planning, and safety practices
- 2014-2021 Senior Consultant/Director, Resource Systems Group, White River Junction, Vermont
- Lead the traffic operations and freight practices
 - Manage 3-5 direct reports, responsible for balancing workload for up to 12 staff, conduct twice-weekly staff meetings for two teams
 - Develop and implement business plans for freight, traffic operations, transportation planning, and strategic modeling practices
 - Manage projects including developing and enacting scopes, schedules, and budgets
 - Provide technical leadership and oversight to projects in the freight, traffic operations, transportation planning, safety, and strategic modeling practices
- 2009-2014 Graduate Research Assistant, University of Washington, Seattle, Washington
- Oregon Department of Transportation, Capturing Multimodal Comparisons in Freight Prioritization
 - National Cooperative Freight Research Program, 32 - Impact of Smart Growth on Metropolitan Goods Movement
 - Oregon Department of Transportation, Emissions Reduction in Urban Pickup and Delivery Systems
 - Federal Highway Administration, Developing a Framework for Collecting and Sharing Data and Information
- 2007-2008 Senior Associate, Resource Systems Group, White River Junction, Vermont
- Led the Traffic Operations and Traffic Microsimulation practice areas.
 - Developed new staff.
 - Continued to develop new business and manage client relationships, develop budgets, provide expert testimony, and develop microsimulation models and conceptual designs.
- 2000-2007 Associate I/II/III, Resource Systems Group, White River Junction, Vermont
- Led the Traffic Microsimulation practice area, developing budgets and scopes of work.
 - Provided expert testimony.
 - Developed microsimulation models.
 - Developed preliminary and conceptual designs and mitigation measures using analyzed traffic data.
 - Completed traffic studies.
 - Managed the traffic count program.

Education

- Ph.D. University of Washington, Civil & Environmental Engineering (Transportation), 2014
Dissertation title: *Moving Goods in Urban Areas: A Metaheuristic Addressing Logistics, Density & Emissions*
- M.S.E. University of Washington, Civil & Environmental Engineering (Transportation), 2010
Thesis title: *Using a GIS-based Emissions Minimization Vehicle Routing Problem with Time Windows(EVRPTW) Model to Evaluate CO₂ Emissions and Costs: Two Case Studies Comparing Changes Within and Between Fleets*
Certificate in Global Trade, Transportation, and Logistics, 2010
- B.E. Thayer School of Engineering at Dartmouth College, Engineering, 2007
- B.A. Dartmouth College, Cognitive Science, 2000

Selected Peer-Reviewed Publications

- A. Goodchild, E. Wygonik, and N. Mayes. (2018) "An analytical model for vehicle miles traveled and carbon emissions for goods delivery scenarios." *European Transport Research Review*. 10:8. <https://doi.org/10.1007/s12544-017-0280-6>
- Wygonik, E. and A. Goodchild. (2017) "Evaluating the Impacts of Density on Urban Goods Movement Externalities." *Journal of Urbanism: International Research on Placemaking and Urban Sustainability*. Vol 10: Iss. 4. Pages 487-499 DOI: 10.1080/17549175.2017.1310745

- Wygonik, E. and A. Goodchild. (2016) "Urban Form and Last-Mile Goods Movement: Factors affecting vehicle miles travelled and emissions". *Transportation Research Part D: Transport and Environment*. DOI: 10.1016/j.trd.2016.09.015
- Grover, D., E. Wygonik, S. Bucossi, A. Bell, S. Piper, and K. Brewer-Colie (2016). "Estimating Current and Potential Bicycle Usage for Statewide Planning." *Transportation Research Record: Journal of the Transportation Research Board*. DOI: 10.3141/2587-13
- Wygonik, E., A. Bassok, A. Goodchild, E. McCormack, and D. Carlson. (2016). "Forecasting Tools for Analyzing Urban Land Use Patterns and Truck Movements: A case study and discussion." *Transportation Research Record: Journal of the Transportation Research Board*. DOI: 10.3141/2547-11
- Wygonik, E. and A. Goodchild. (2014) Comparison of Vehicle Miles Travelled and Pollution from Three Goods Movement Strategies. *Sustainable Logistics (Volume 6 in the Transport and Sustainability series)*.
- Wygonik, E., E. McCormack, and D. Rowe. Bike-Share Planning in Cities with Varied Terrain. (2014) *ITE Journal*.
- Wygonik, E., D. Holder, B.S. McMullen, and A. Goodchild. The Current State of Multimodal Freight Project Impacts Estimation. (2014) *Transportation Research Record*.
- Wygonik, E. A. Bassok, A. Goodchild, E. McCormack, and D. Carlson. Smart Growth and Goods Movement: Emerging Research Agendas. *Journal of Urbanism: International Research on Placemaking and Urban Sustainability*. (2014) DOI:10.1080/17549175.2013.875058
- Wygonik, E. and A. Goodchild. Evaluating the Efficacy of Shared-use Vehicles for Reducing Greenhouse Gas Emissions: A Case Study of Grocery Delivery in Seattle. *Journal of the Transportation Research Forum*, Vol 51. No. 2 (2012), 111-126.

Service, Leadership & Community Involvement

- Alternate, City of Portsmouth, New Hampshire, Parking and Traffic Safety Committee (2019+)
- Urban Freight Transportation, Chair (2022+), Transportation Research Board of the National Academy of Sciences AT025 (member: 2015+)
- Freight Transportation Planning and Logistics, Transportation Research Board of the National Academy of Sciences AT015 (2013-2022)
- Secretary & Chair of the Website Committee, Seattle Section Younger Member Forum (2009-2011); Fundraising co-chair, Seattle Section Centennial Committee (2011-2013), American Society of Civil Engineers
- President, University of Washington Chapter, Chi Epsilon (2009-2011) – Chapter won Susan C. Brown Outstanding Performance Award under my leadership
- Microsimulation Joint Subcommittee, Transportation Research Board of the National Academy of Sciences AHB45(1) (2005-2008)
- Board of Directors, Upper Valley Transportation Management Association (2001-2008), Past Chair, under my leadership won New Hampshire Planners Association Project of the Year (2008) for the Transportation Friendly Development Checklist Development Board of Review, Town of Norwich, VT (2003-2004)

Honors & Awards

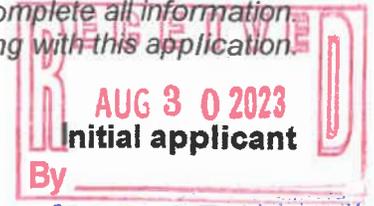
- NH ACEC Silver Award, "Your Guide to Promoting Walking and Bicycling Accommodations in New Hampshire" (2017)
- YPT Young Professionals Excellence in Innovation/Research of the Year Award (with Sam Piper & David Grover) (2016)
- Chi Epsilon Graduate Fellowship Award (2013)
- Henry L. Gray Memorial Fellowship (2011-2012)
- Michael Kyte Region X Outstanding Student of the Year (2011)
- TransNow University Transportation Center Outstanding Student of the Year (2011)
- Eno Leadership Development Conference Fellowship (2011)
- Western Region ASCE Outstanding Young Civil Engineer in the Public Sector (2011)
- National AICP Student Project Award, Seattle Bike-Share Feasibility Study (2011)
- Helene M. Overly Memorial Scholarship, Puget Sound Chapter, Women's Transportation Seminar (2010)
- Dwight David Eisenhower Transportation Fellowship Travel Award (2009-2010)
- Graduate Student Scholarship, Washington State Section, Institute of Transportation Engineers (2009)
- Valle Scholar, University of Washington (2008-2009)
- Faculty Award for Academic Excellence, Thayer School of Engineering at Dartmouth College (2007)
- Tau Beta Pi, Engineering Honor Society
- Chi Epsilon, Civil Engineering Honor Society



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: PARKING, TRAFFIC & SAFETY

Name: DAVID S. ALLEN Telephone: 603 812-1812

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

Street address: 383 UNION ST

Mailing address (if different): _____

Email address (for clerk's office communication): DBAKERASS@GMAIL.COM

How long have you been a resident of Portsmouth? 34 years

Occupational background:

RETIRED PROFESSIONAL ENGINEER - CIVIL
28 YEARS WORKING FOR MUNICIPAL PUBLIC WORKS
4 YEARS IN CITY MANAGEMENT FOCUSED ON REGULATORY DIV.
4 YEARS PROJECT MANAGEMENT DESIGN AND CONSTRUCTION

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

THE MAJORITY OF MY CAREER WAS SPENT
IN MUNICIPAL PUBLIC WORKS IN ALL LEVELS
OF DESIGN, IMPLEMENTATION, AND POLICY RELATED
TO PUBLIC INFRASTRUCTURE



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

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

Reasons for wishing to serve: _____

I AM FULLY RETIRED AND WOULD ENJOY USING
MY EXPERIENCE IN MUNICIPAL MANAGEMENT AND
ENGINEERING TO CONTINUE SERVING THE CITY

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

BOARD MEMBER - NEW HAMPSHIRE SEACOAST GREENWAY ALLIANCE
FORMER BOARD MEMBER SEACOAST AREA BICYCLE RIDERS

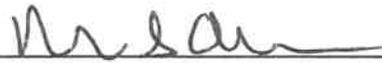
Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) NEAL DUELLETT 124 KENSINGTON ST 603 502-7927
Name, address, telephone number

2) DANA LEVENSON 6 CARRIERS COVE 603 498-9261
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature:  Date: 8/30/23

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

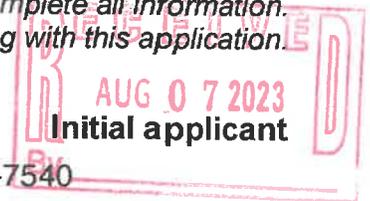
Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Historic District Commission
Committee: _____

Larry Booz
Name: _____ Telephone: _____

603-969-7540

603-969-7540

Could you be contacted at work? YES NO If so, telephone# _____

172 Northwest St., Portsmouth, NH 03801

Street address: _____

Mailing address (if different): _____

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

28.5 years

How long have you been a resident of Portsmouth? _____

Occupational background:

American Airlines (Captain 34 years retired), USAF/ANG (Pilot 11 years),
SkyWest Charter (Captain 1 year), Attorney (Volunteer Attorney 9 years)

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

I have restored historic properties, including our 230 year old home in Portsmouth and
its rental cottage, a second home for my mother-in-law, and a house that we restored
and sold in 2020. Each project provided experience in bringing an historic property to
modern standards, and yet preserving the historic nature of the structure. I have
volunteered 20 years at Strawberry Banke and presently serve on the National Council.

➡ OVER

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

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

Reasons for wishing to serve: _____

What makes Portsmouth a unique and popular destination, as well as a great place to live is the blend of historic properties and cultural amenities. It is no accident that it consistently places high on national surveys and recently gained Fortune Magazine's number 2 spot in the nation for family living. This is only achieved through careful planning and an appreciation of Portsmouth's unique nature. I feel that my hands on experience in restoration, my history as a volunteer, and my knowledge of other cities both here and abroad gives me a unique perspective and desire to serve Portsmouth.

Please list any organizations, groups, or other committees you are involved in:
Strawbery Banke volunteer, Strawbery Banke National Council, Boston Bar Association

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

1) Joseph April, Strawbery Banke Director of Development, 14 Hancock St., Portsmouth, NH 03801
Name, address, telephone number

2) Greg Vince, 19 Red Baron Road, West Ossipee, NH 03890, 603-502-3513, (American Airlines ret.)
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature:  Date: 08/03/2023

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

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

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IV, Section 1.413 – **SUSTAINABILITY COMMITTEE** of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE IV: COMMISSIONS AND AUTHORITIES

Section 1.413: SUSTAINABILITY COMMITTEE

A. Membership and Term: The Sustainability Committee will initially consist of a City Councilor to be designated by the Mayor, a School Board member to be designated by the School Board, one member of city staff to be designated by the City Manager, two students to be designated by the Portsmouth School District, and all the other interested community members on the Blue Ribbon Committee on Sustainable Practices. The City Councilor will serve for the duration of their two-year City Council term, the designated students from the Portsmouth School District will rotate, and the community members from the Blue Ribbon Committee on Sustainable Practices will be appointed to three-year terms. After attrition causes the number of former Blue Ribbon Committee on Sustainable Practices community members to fall under nine, the Mayor with the approval of the City Council can appoint new community members to three year staggered terms on the Sustainability Committee. Afterwards, the Sustainability Committee will have between seven and eleven community members that have a demonstrated experience in or passion for sustainability, mitigating climate change, and protecting our eco-system.

B. Powers and Duties: The Sustainability Committee shall provide advice and guidance to the City Council, the City Manager, and City Boards with respect to:

1. Implementation of the Climate Action Plan, achieving Portsmouth's Renewable Energy Policy, and additional recommendations on increasing energy efficiency, reducing greenhouse gas emissions, and taking measures to build resiliency against climate change.
2. Increasing awareness of sustainable practices among residents, businesses, visitors, municipal staff, and other stakeholders to ensure that Portsmouth remains a leader as an Eco-municipality.
3. Standing for environmental justice while protecting our eco-systems.

C. Limitations: Nothing herein shall limit the power of the City Council or City Manager to take immediate action in the event of exigent circumstances. Nor shall anything herein limit ability of the Sustainability Committee Chair to appoint subcommittees or determine the format of how to best structure meetings.

D. Effective Date: This ordinance will take effect on January 1, 2024.

Instructions for the Mayor: Please reappoint all current members of this committee to three-year terms. The staggering of terms will occur after attrition allows numbers to drop below 9 members or when the initial three-year terms expire.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

City of Portsmouth
Legal Department

Memo

Date: August 29, 2023
To: Kate Cook, City Councilor / Chair, Governance Committee
From: Robert P. Sullivan, Of Counsel
Re: Proposed Ethics Ordinance



This memorandum is written in anticipation of second reading and public hearing of the proposed Ethics Ordinance scheduled to be held by the City Council on the evening of September 5, 2023. It is known that at least two (2) likely amendments will be made to that ordinance at second reading that night. The first was an amendment proposed by Mayor McEachern at first reading. The second is one which arose today, August 29, 2023, during a discussion of the ordinance between yourself, City Attorney Morrell, and I. This memorandum will propose a motion to accomplish each of those potential amendments. The motions shall be self-explanatory.

To accomplish the amendments suggested by Mayor McEachern, a suggested motion is:

MOVED that the definition of the term Direct Personal Interest contained at Section 1.801 K of the proposed ordinance be amended by the addition at the end of the definition of the words "or loss".

To accomplish the amendments discussed by yourself and City Attorney Morrell this morning, a suggested motion is:

MOVED that a new section J (e) be added to section 1.802 to read as follows:

J (e) A City employee or official acting in a quasi-judicial capacity shall not vote or participate in the discussion of any matter which would place that official in contravention of any Code of Ethics provision contained in this ordinance.

At your direction, this memorandum will be placed in the agenda packet for the Council meeting of September 5, 2023, under your name so that it will be available to all members of the Council and the public during the meeting.

cc: Mayor Deaglan McEachern

PORTSMOUTH POLICE COMMISSION

MEMORANDUM

DATE: AUGUST 29, 2023
TO: KAREN CONARD, CITY MANAGER
FROM: STEFANY SHAHEEN, PORTSMOUTH POLICE COMMISSION CHAIR
MARK D. NEWPORT, CHIEF OF POLICE
RE: GRANT

At the August 29th, 2023 Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant:

- a. The Forensic Shield Grant in the amount of \$1,300,000 from the New Hampshire Department of Justice for the New Hampshire Internet Crimes Against Children (ICAC) Task Force.**

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their September 5th, 2023 meeting. We respectfully request this item be placed on the City Council meeting agenda for the September 5th, 2023 regular City Council meeting.

Respectfully submitted,



Jacqueline D. Burnett
Office of the Chief

copies: Board of Police Commissioners
Business Asst. Patti Smallwood
Business Ops. Mgr. Karen Senecal

City of Portsmouth NH



August 21, 2023

Portsmouth NH Department of Public Works Hosts Household Hazardous Waste Collection Day on September 23, 2023

Portsmouth, New Hampshire – The City of Portsmouth Department of Public Works will hold its biannual Household Hazardous Waste Collection Day on Saturday, September 23, 2023, at the Public Works facility at 680 Peverly Hill Road. Residents of Portsmouth, Greenland and Newington are encouraged to bring household chemicals for safe disposal between 8 am and 12 noon. Proof of residency is required.

Collection Day is organized as a drive-through service. Residents remain in their vehicles and pull through the Public Works garage, where staff will remove disposable items from car trunks. Residents will be asked verbally about their town of residence for survey purposes, in compliance with EPA requirements.

Household hazardous waste collection helps safely dispose of items that can harm residents' health, the environment and drinking water supplies.

Items that qualify for collection include the following:

- From the yard: fertilizer with pesticides or fungicides, insect spray, lighter fluid, pest strips/traps, pesticides, poisons and pool chemicals;
- From the garage: acids, car waxes/polish, creosote, driveway sealer/tar, flea powder, gasoline, radiator fluid and roofing tar;
- From the house: bathroom cleaner, disinfectants, furniture polish, metal polish, mothballs, oven cleaner, photo chemicals, rug cleaner and wood strippers; and
- From the workbench: brush cleaner, corrosives, lead and oil-based paint/stain/finish, rust preventive solvents, thinner/turpentine and wood preservatives.

Items that do NOT qualify include:

- Empty containers for household items, which may be disposed of in the regular trash collection;
- Explosives;

- Asbestos;
- Medical waste; or
- Latex paint. To prepare latex paint for regular disposal at the Recycling Center, solidify the paint by adding kitty litter, sawdust or SpeediDri; or open the can to allow the liquid to dry out before disposal.

For more information on Household Hazardous Waste Collection Day, go to:
<https://portsnh.co/hazwaste>.