

CITY OF FRANKLIN
CITY COUNCIL MEETING
January 8th, 2018
and 2018 INAUGURAL
6:00 P.M.





**FRANKLIN CITY COUNCIL
2018 INAUGURAL PROGRAM AGENDA**

Council Chambers

Monday, January 8, 2018

6:00 P.M.

God Bless America by Saint Gabriel Parish Choir/Serendipity Singers

Franklin Fire Department Color Guard will present the Colors

SALUTE TO THE FLAG by Boy Scout Troop #61

National Anthem Presented by Kirk Young

Citizen of the Year Award presented by Interim Mayor/Councilor Clarenbach

2017 CITY COUNCIL BUSINESS

PUBLIC HEARINGS

Ordinance #10-18 – An Ordinance to revise existing Chapter 284-12 - Parking; prohibited practices, Chapter 284-13 - Parking restrictions, Chapter - 284-16 - Violations and penalties, Chapter 284-18 – Penalty payment procedure and Chapter 284-20 – Fines of the Municipal Code.

Agenda Item I.

City Council to consider the minutes of the December 4, 2017 City Council Meeting.

Agenda Item II.

City Council to consider adopting Ordinance #10-18, revise existing Chapter 284-12 - Parking; prohibited practices, Chapter 284-13 - Parking restrictions, Chapter - 284-16 - Violations and penalties, Chapter 284-18 – Penalty payment procedure and Chapter 284-20 – Fines of the Municipal Code.

Agenda Item III.

City Council to accept the resignation of Councilor Giunta as Councilor, Ward I.

Adjournment

2018 INAUGURAL PROGRAM

Invocation

Deacon Tom Matzke

Swearing In of Mayor:

City Attorney Paul Fitzgerald

Tony Giunta - Term of Office Two Years

Swearing In of Councilors:

City Attorney Paul Fitzgerald

Ward I, Councilor-Elect George Dzujna - Term of Office Three Years

Ward II, Councilor-Elect Robert Desrochers, Sr. - Term of Office Three Years

Ward III, Councilor-Elect Paul Trudel - Term of Office Three Years

Swearing in of School Board Members:

City Attorney Paul Fitzgerald

Ward I, Jeffrey Savary – Term of Office Three Years

Ward I, Delaney Carrier – Term of Office One Year

Ward II, Scott Burns – Term of Office Three Years

Ward III, Chris Kneeland – Term of Office Three Years

Inaugural Address

Mayor Tony Giunta

Song of choice

Saint Gabriel Parish Choir/Serendipity Singers

Reception and Refreshments

2018 CITY COUNCIL BUSINESS

COMMENTS FROM THE PUBLIC

Persons wishing to address the Council may speak for a maximum of three minutes. No more than thirty minutes will be devoted to public commentary.

LEGISLATIVE COMMENTS

Agenda Item I.

School Board Report

Agenda Item II.

City Council to set a public hearing for Resolution #14-18, Tactical EMS Equipment to be used in active shooter incidents.

Agenda Item III.

City Council to set a public hearing for Resolution #15-18, supplemental appropriation for fiscal year 2018 for Franklin School District.

Agenda Item IV.

City Council to set a public hearing for Ordinance #11-18, revise chapter 272 Taxation, be amended, pursuant to RSA 72:27-a, to add a new section following article IX Section 272-10 to be known as Article X section 272-11 Renewable Energy Systems Exemptions.

Agenda Item V.

City Council to set a public hearing for Resolution #16-18, appointing the TIF Advisory Board for downtown.

Agenda Item VI.

City Council to consider the School CBA for the Support Staff Agreement.

Agenda Item VII.

Other Business

- 1. Mayor Appointments**
Planning Board
- 2. City Council Appointments**
Planning Board
- 3. Acting City Manager's Update**
- 4. Late Items**

Non-Public Session in Accordance with RSA 91-A:3, II(b)

The hiring of any person as a public employee.

- **City Manager Recruitment**

Adjournment

The City Council of the City of Franklin reserves the right to enter into non-public session when necessary according to the provisions of RSA 91-A.

This location is accessible to the disabled by stairwell elevator. Those wishing to attend who are hearing or vision impaired may make their needs known by calling 934-3900 (voice), or through "Relay New Hampshire" 1-800-735-2964 (T.D./TRY)

CITY COUNCIL MEETING
AGENDA ITEM I



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of January, 2018

Subject: Approval of Minutes

Motion: "I move that the Franklin City Council approve the minutes of the December 4, 2017 City Council Meeting."

Mayor calls for a second, discussion and the vote.



PENDING CITY COUNCIL APPROVAL

City Council Meeting December 4, 2017

Call to Order

Interim Mayor/Councilor Clarenbach called the meeting to order in the Council Chambers, Franklin City Hall at 6:01 p.m.

In Attendance

Councilor Ribas, Councilor Moquin, Councilor Barton, Councilor Giunta, Councilor Desrochers, Councilor Wells, Councilor Zink, Councilor Dzujna, Acting City Manager/Finance Director Milner and Interim Mayor/Councilor Clarenbach.

Salute to the Flag was led by Councilor Giunta.

Ellie Zink sang the star spangled banner.

Public Hearings

Resolution # 10-18 – no comments.

Resolution # 11-18 – no comments.

Resolution # 12-18 –no comments.

Ordinance # 09-18 – Ed Prive asked if he could volunteer to be a flagger. Interim Mayor/Councilor Clarenbach stated this Ordinance is to allow the police chief or the MSD Director to decide if a flagger or police detail is needed. Usually the flagger is an employee from the company doing the work needing a flagger.

State Rep. Horn stated his concern using law enforcement to do a flagging detail and hopes there is a more economical way to do that as it takes an officer off duty.

Police Chief Goldstein explained to the council that this ordinance doesn't take an officer out of service as this is an extra detail. If the city doesn't have an ordinance then it will default to the state statute and there would be no local control.

Comments from the Public

Persons wishing to address the Council may speak for a maximum of three minutes. No more than thirty minutes will be devoted to public commentary.

Keith Dunbar stated he would like not to see taxing solar as getting them was one way to save money and help the environment.

Police Chief Goldstein clarified regarding the flyer about the upcoming luncheon for the Mayor's Drug Task Force. They are not in favor of legalization of marijuana and this luncheon is an educational/informational session on what would happen if marijuana is legalized.

Fire Chief LaChapelle stated the Secret Santa has once again given \$2K to the fire department to distribute appropriately among the youth in Franklin and have done that for about nine (9) years now. He and his wife went out shopping and bought 35 jackets, 50 gloves, winter hats, body soap, shampoo and a bunch of other items to help the impoverished youth stay warm and clean.

Ed Prive stated he went to one of the committee meetings about commercializing marijuana in Concord and it was an eye opening experience. He went to see how the government works and is here tonight to see how the city council works. He is against these LLCs coming in and setting up shop and reap all the profits and gives nothing back to the city. The 70 communities in Colorado are documented that their police costs went up, the crime rate went up and human resources went up when marijuana was legalized. The world is destroying the future of the young people.

Choose Franklin – Steve Foley stated that they are reviewing their vision, mission statement, roles and what they should be doing to fit and support their initiatives. Community Day and First Day have brought people together. The growth of Mill City Park will continue to bring growth to First Day. The kayakers will also come back in June. Steve Foley stated they have partnered with the Rotary Club to sell trees and it has been going well. This Thursday is their monthly meeting and the topic is "Winter in Franklin".

Legislative Comments – State Rep. Horn stated that Jean Chandler will be the speaker of the house for the rest of the year. There are a record number of bills submitted this year and you can view them online. Three Rivers Representative Committee is bringing CASA to Franklin on Wednesday at Pizza Chef. There are no foster families in Franklin so the children are put into other school districts Franklin School District spent \$800K last year in out of district placements due to this. This meeting is for CASA to share what the experience is and fill people in on how to be trained to be in CASA and to give them the information to get trained as foster parents.

City Council Acknowledgements – Councilor Dzujna stated he spoke with four (4) families at the Choose Franklin tree selling. One woman stated her sister from MA, who is a realtor, told her to buy in Franklin as there are many great things happening in Franklin and your house is only going to go up. The more we stay positive the better these things are going to happen.

Mayor's Update – Interim Mayor/Councilor Clarenbach stated he has been Interim Mayor for the last eight (8) months and this will be his last update. There are open board/committee positions in the city. Interim Mayor/Councilor Clarenbach stated he met with Tim Dow and Dan LeGallo as they wanted to clarify to the council that all discussions about the independent school district so far has not resulted in spending any money. They felt that was misrepresented at the end of a meeting

previously. He also stated to them that they have more work to do to get the two bodies (council and school) aligned. They should get together and have meaningful discussions for the betterment of the community.

Agenda Item I.

City Council to consider the minutes of the November 14 City Council Workshop Meeting and the November 6, 2017 City Council Meeting.

Motion: Councilor Dzujna moved that the Franklin City Council accept the minutes of the November 14 City Council Workshop Meeting and the November 6, 2017 City Council Meeting. Motion seconded by Councilor Barton.

Acting City Manager/Finance Director Milner stated on page 2 of November 14 third paragraph down fourth line from the bottom should add "in grade 22".

All in favor as amended; motion passes.

Agenda Item II.

School Board Report

Superintendent LeGallo thanked Councilor Wells for taking a tour with him. The middle school is still a focus school and they received \$50K for teacher development and assessment materials in the school. They received a student assistance grant for a drug and alcohol counselor. Christine Lemay started last week to help the families in need. The DHHS grant is \$100K for this year and next year. The energy audit went out to bid for an RFQ and five (5) companies were interested and they received two (2) bids. They agreed to go with EEI, same company that the city used. The custodian agreement has seen both sides come to an agreement.

The estimate for adequacy aid for next year is about \$410K less than it currently is. 4% is the loss in adequacy they face each year and the rest is the decrease in enrollment.

The fund balance for 16-17 is going to probably be between \$250-\$270K. \$200K has already been committed to the operating budget. Superintendent LeGallo would like to ask the remaining amount be given to the school to help with the \$84K shortfall from adequacy and having to add a kindergarten teacher due to enrollment.

Councilor Zink asked if they know what the budget gap is for 2018-2019. Superintendent LeGallo stated he hadn't looked at it that closely but will have that next month. He stated it will be significant like in the previous years.

Agenda Item III.

City Council to consider adopting Resolution #10-18, that increases revenue and expenditure accounts based on the awarding of a grant from the New Hampshire Department of Safety, Office of Highway Safety for Franklin Police Department in the amount of \$8,296.00.

Motion: Councilor Ribas moved that the Franklin City Council adopt Resolution #10-18 to accept a grant from New Hampshire Department of Safety, Office of Highway Safety for Ten Thousand Three Hundred and Seventy Dollars (\$10,370.00) and appropriate federal portion of \$8,296.00. Motion seconded by Councilor Desrochers.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Agenda Item IV.

City Council to consider adopting Resolution #11-18, to accept and appropriate \$45,000 from the State of NH Land and Water Conservation Fund for the renovation of Bessie Rowell Community Center Playground.

Motion: Councilor Zink moved that the Franklin City Council accepts \$45,000 from the State of New Hampshire Land and Water Conservation Fund for the renovation of the Bessie Rowell Community Center Playground and adopt Resolution #11-18 by a roll call vote. Motion seconded by Councilor Ribas.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Agenda Item V.

City Council to consider adopting Resolution #12-18, to re-allocate \$4,700 in FY2018 capital appropriation and appropriate and additional \$7,717 from the Bessie Rowell Community Center Capital Reserve Fund to replace the blinds at the Bessie Rowell Community Center.

Motion: Councilor Barton moved that the Franklin City Council adopt Resolution #12-18 re-allocating \$4,700 from the \$7,000 brick repointing work budgeted in the FY18 budget process and add an additional \$7,717 for a total of \$12,417 from the Bessie Rowell Community Center Capital Reserve to replace the blinds at the Bessie Rowell Community Center. Motion seconded by Councilor Ribas.

Councilor Zink asked if we are not repointing the brick. Acting City Manager/Finance Director Milner stated that work was done and there was money left over.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Agenda Item VI.

City Council to consider adopting Ordinance #09-18 to establish guidelines for the use of police officers and/or non-public traffic control personnel (i.e. flaggers) within the city limits of the City of Franklin.

Motion: Councilor Ribas moved that the Franklin City Council adopt Ordinance #09-18 establishing guidelines for the use of police officers and/or non-police traffic control personnel (i.e. flaggers) within the city limits of the City of Franklin. Motion seconded by Councilor Desrochers.

Interim Mayor/Councilor Clarenbach asked Police Chief Goldstein about MUTCD manual which is required by federal statute but you stated a state law change is that going to try and change the federal regulations. Police Chief Goldstein stated no the state is trying to adopt the federal law. Police Chief Goldstein stated there are federal regulations, state regulations and local regulations.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
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Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Agenda Item VII.

City Council to consider setting a public hearing on Ordinance #10-18, revise existing Chapter 284-12 – Parking; prohibited practices, Chapter 284-13 – Parking restrictions, Chapter 284-16 – Violations and penalties, Chapter 284-18 – Penalty payment procedure and Chapter 284-20 – Fines of the Municipal Code.

Motion: *Councilor Desrochers moved that the Franklin City Council set a public hearing for Ordinance #10-18 at 6:00 pm on January 8, 2018 to be held in the Council Chambers at Franklin City Hall. Motion seconded by Councilor Ribas.*

Councilor Zink asked if the winter parking ban and snow removal will be needed before January. Interim Mayor/Councilor Clarenbach stated there is currently an ordinance and this is changing some language.

Amendment: *Councilor Giunta moved that the Franklin City Council allow Ordinance #10-18 be read in title only. Motion seconded by Councilor Ribas.*

All in favor; amendment passes.

All in favor of reading in title only; motion passes.

Interim Mayor/Councilor Clarenbach read the Ordinance #10-18 in title only.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Agenda Item VIII.

City Council to consider setting a public hearing on Resolution #13-18, authorization to borrow for the middle school roof and the school district wide energy efficiency upgrades.

Motion: *Councilor Ribas moved that the Franklin City Council schedule a public hearing for Monday, January 8, 2018 regarding Resolution #13-18 allowing the Franklin School District to borrow \$2,000,000 for the purposes of funding the middle school roof repairs and district wide energy upgrade projects. Motion seconded by Councilor Zink.*

Amendment: Councilor Zink made an amendment to add 6:00 pm to that Public Hearing. Councilor Ribas seconded.

Councilor Barton stated that \$2M is a lot of money and he didn't see anything from the Joint Finance Committee or if there were any grants applied for this. Interim Mayor/Councilor Clarenbach stated this is to set a public hearing so voice all concerns to Superintendent LeGallo. Councilor Barton asked if the Joint Finance Committee met about this or made recommendations. Superintendent LeGallo stated no.

Councilor Dzujna stated his concern is that this has not been talked about and there is no amortization schedule. The document does state in 2020 the bond for the high school will be satisfied and what is that amount. There are just a lot of concerns over all of this.

Councilor Giunta stated the amendment for the time is outstanding. Interim Mayor/Councilor Clarenbach stated there is an amendment for the time to 6:00 pm any discussion on that.

All in favor; amendment passes.

Councilor Desrochers stated he is in favor for fixing the roof but his concern is this is a lot of money and how is it to be paid back. He feels they need to sit and look at the real hard numbers so when the public hearing comes the public will be well informed. He stated Superintendent LeGallo, Acting City Manager/Finance Director Milner and School Business Administrator Bergquist should meet to discuss the budget and get those numbers together. He feels this needs to be postponed until there are hard numbers.

Councilor Zink stated she feels that doing all of this is valuable and it is going to save \$76K a year. She feels the children need to be able to go to school in warm classrooms with appropriate lighting.

Councilor Giunta stated that energy upgrades aren't always a good thing. This is the largest one time expenditure that this council has ever seen. There has been a lot of talk of the city council and school board getting together and this is the first he is seeing a \$2M expenditure with only one page of explanation. When you are looking at this much money it is not what you are saving it is what is the return on investment. The question is how much does the \$76K actually return on a \$2M expenditure. If you are looking at a return of more than five (5) years it is not worth the investment and don't do it. He feels that there needs to be upgrades but not to spend \$2M next month. They need to sit down and look at what companies were bidding, their prices and then look at this item by item to see what the return on investment would be.

Motion: Councilor Giunta made a motion to table this item. Councilor Ribas seconded.

Six (6) in favor and Three (3) opposed; motion passes to table.

Agenda Item IX.

City Council to consider the School CBA for the Custodial Agreement.

Motion: Councilor Barton moved that the Franklin City Council accept the contract for the custodians as presented. Motion seconded by Councilor Dzuljna.

All in favor; motion passes.

Councilor Barton asked if it is 2% each year. Superintendent LeGallo stated it is a two (2) year contract with 1.5% the first year and 2% the second year. Councilor Barton asked if this is a step. Superintendent LeGallo stated there are no steps.

Councilor Zink asked if they have a place in the budget for these increases for the next two (2) years to offset the increases. Superintendent LeGallo stated there is the additional utility revenue that the school will receive annually of about \$60K and it will come from that. Acting City Manager/Finance Director Milner stated this year it went into capital reserve but going forward it will be split and add additional revenue per the tax cap formula. Both Councilor Desrochers and Councilor Dzuljna had the same question.

Councilor Barton stated the increase is 1.5% of the base so does the base go up yearly. Superintendent LeGallo stated no.

All in favor; motion passes.

Agenda Item X.

Other Business

1. **Committee Reports** – Councilor Zink stated the Joint Fire Committee will meet again on Dec. 20 and they will be working on to write up a document on how to share training resources and other items the departments are doing cooperatively.
2. **Mayor Appointments**
Planning Board

Interim Mayor/Councilor Clarenbach stated he is deferring these appointments until the new Mayor-Elect takes the position.

3. City Council Appointments

Library Board of Trustees

Motion: *Councilor Ribas moved that the Franklin City Council reappoint Sandra Burney to the Franklin Public Library Board of Trustees (Seat LT1), Term of Service to January 2021. Motion seconded by Councilor Desrochers.*

All in favor; motion passes.

Motion: *Councilor Zink moved that the Franklin City Council reappoint Christine Dzujna to the Franklin Public Library Board of Trustees (Seat LT2), Term of Service to January 2021. Motion seconded by Councilor Desrochers.*

Councilor Dzujna abstained, all others in favor; motion passes.

Concord Regional Solid Waste/Resource Recovery Cooperative

Motion: *Councilor Zink moved that the Franklin City Council reappoint Brian Sullivan as a regular member to the Joint Board of the Concord Regional Solid Waste/Resource Recovery Cooperative, Term of Service to December 2020. Motion seconded by Councilor Dzujna.*

All in favor; motion passes.

Motion: *Councilor Ribas moved that the Franklin City Council reappoint Brian Barry as an alternate member to the Joint Board of the Concord Regional Solid Waste/Resource Recovery Cooperative, Term of Service to December 2020. Motion seconded by Councilor Giunta.*

All in favor; motion passes.

Zoning Board

Motion: *Councilor Dzujna moved that the Franklin City Council reappoint Dave Testerman to the Zoning Board of Adjustment (Seat ZBA1), Term of Service to January 2021. Motion seconded by Councilor Desrochers.*

All in favor; motion passes.

Motion: *Councilor Ribas moved that the Franklin City Council reappoint Debbie Davis to the Zoning Board of Adjustment (Seat ZBA2), Term of Service to January 2021. Motion seconded by Councilor Dzujna.*

All in favor; motion passes.

4. Acting City Manager's Update

Acting City Manager/Finance Director Milner stated that for the contingency grant line they received \$250 from the Lions Club for the Book Club.

On November 15th Acting City Manager/Finance Director stated that she and Mayor-Elect Giunta attended the Business & Professional Women's annual Woman of Achievement ceremony where Parks and Recreation Director won the 2017 Woman of Achievement Award.

Fiber is now strung between buildings and is now being terminated at each site and upon completion of the fiber terminations to bring other departments over to the new server.

The Northern Pass was approved for the presidential permit by the US Department of Energy. They are expecting to begin mid-2018 and that is expected to bring significant additional tax revenue to the City of Franklin.

The City Manager recruitment period ended on November 24th and the recruiter has received 28 applications. There is a scheduled meeting on Monday, December 18th for the council to meet with the recruiter, The Mercer Group. This meeting is to narrow down the candidates to interview with the council. This will be a non-public meeting as it involves the hiring of an employee.

She stated the employee luncheon is on Friday, December 22 at noon and RSVP with Lauraine.

5. Late Item

The Mill City Park board would like to do some advertising and would like to display a banner for about a week at three (3) different events. This banner would be hung 3 days prior to the event to 3 days after the event. The first event is the First Day and it will hang from Trestle Bridge. The second is the Boat Bash and it will be hung at the ski area. The third is the June Release and the banner will hang from Trestle View Park.

Councilor Giunta stated as Northern Pass winds down he would like to turn up the head with the Sight Evaluation Committee (SEC). They were to have a decision in one (1) year and now we are in year (2) two. There are 29 communities that will benefit tax wise from this project. He stated he would like to add a ticker to show how much is lost daily which is an estimate of \$15K a day. Acting City Manager/Finance Director Milner stated she believes they can do that.

Motion: *Councilor Giunta moved that there is a need for a non-public session per RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the*

employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted. Motion seconded by Councilor Desrochers.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Entered nonpublic session at 7:19 p.m.

Motion: *Councilor Zink moved that the Franklin City Council leave nonpublic session and return to public session. Motion seconded by Councilor Ribas.*

All in favor; motion passes.

Public session reconvened at 7:36 p.m.

Motion: *Councilor Desrochers moved that the Franklin City Council seal the minutes because it is determined that divulgence of this information likely would render a proposed action ineffective. Motion seconded by Councilor Giunta.*

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Motion: *Councilor Dzujna moved that the Franklin City Council appoint Richard Soucier as the City Council Representative to the Personal Advisory Board and Johanna "Jo" Brown as an alternate. Motion seconded by Councilor Giunta.*

All in favor; motion passes.

Councilor Zink asked if there was any homework to be done before the Monday meeting. Acting City Manager/Finance Director Milner stated they should have a packet about a week before. Councilor

Zink asked if they were going to have some type of matrix. Acting City Manager/Finance Director Milner stated he should have something for them but she will check with him.

Motion to adjourn made by Councilor Desrochers and seconded by Councilor Giunta. All in favor; meeting adjourned at 7:39 p.m.

Respectfully Submitted,

Lauraine G. Paquin

CITY COUNCIL MEETING

AGENDA ITEM II



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting 4 December 2017

From: Chief David Goldstein, City of Franklin Police Chief

Subject: City Council to consider the approval of Ordinance # 10-18, to revise existing Chapter 284-12, Parking; prohibited practices, Chapter 284-13, Parking restrictions, Chapter 284-16, Violations and penalties, Chapter 284-18 Penalty payment procedure and Chapter 284-20, Fines of the Municipal Code by removing all language that is struck and adding language.

Recommended motions:

December 4, 2017

Councilor Moves: ***"I move that the Franklin City Council set a Public Hearing for Ordinance #10-18 at 6:00 P.M. on January 8, 2018 to be held in the Council Chambers at Franklin City Hall."***

Mayor calls for a second, discussion and the vote.

January 8, 2018

Councilor moves: ***"I move that the Franklin City Council adopt Ordinance #10-18 accepting the amendment of the Franklin Municipal Code Chapter 284 "Vehicles and Traffic".***

Mayor calls for a second, discussion and the vote.

Discussion:

On Tuesday, October 31, 2017, the Legislative Committee met to review proposed ordinance changes to the Franklin City Code Chapter 284 "Vehicles and Traffic" for providing the amendment of verbiage and clarity.

Concurrences:

The three member Legislative Committee unanimously voted to direct the Acting City Manager to draft a proposed ordinance relating to the above.

Alternatives:

The City of Franklin declines to approve the amendment of the Franklin Municipal Code Chapter 284 "Vehicles and Traffic".

Attachments:

Ordinance 10-18



CITY OF FRANKLIN, NEW HAMPSHIRE
"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413

ORDINANCE #10-18

AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:

In the Year of our Lord, Two Thousand Seventeen;

Be it ordained by the City Council of the City of Franklin to revise existing Chapter 284-12, Parking; prohibited practices, Chapter 284-13, Parking restrictions, Chapter 284-16, Violations and penalties, Chapter 284-18 Penalty payment procedure and Chapter 284-20, Fines of the Municipal Code by removing all language that is struck and adding language that is bold:

§ 284-12_Parking; prohibited practices.

A. Night Parking

No vehicle shall be parked on a public street to remain continuously so parked during the period from 12:00 midnight to sunrise, except in case of emergency, and any vehicle so parked during the period from 12:00 midnight to sunrise shall, at the discretion of the Police Department, be towed away at the expense of the owner of said vehicle.

B. Snow Removal

No vehicle shall be parked on a public street between the hours of 9:00 p.m. and 6:30 a.m. during snowstorms, during snowplowing operations by the city or its agents or during snow removal operations by the city or its agents. In addition to the penalties provided by this article, any vehicle found parked contrary to the provisions of this subsection shall, at the discretion of the Police Department or Municipal Services Department, be towed away at the expense of the owner of said vehicle.

[Amended 9-14-1998 by Ord. No. 98-4]

C. Winter Parking Ban- Streets

No person owning or operating any type of motor vehicle or carriage or having in his or her charge any motor vehicle or carriage shall cause or allow said vehicle to remain standing or parked within the limits of any street in the city in such a manner that said vehicle will interfere with or impede the plowing of snow from the surface of said street, and so-called all-night parking on any street in the city is hereby prohibited during the months of January, February, March, April, November and December.

D. Winter Parking Ban- Municipal Lots

No person owning or operating any type of motor vehicle or other vehicle or having in his or her charge any vehicle shall cause or allow said vehicle to remain standing or parked within the limits of any public parking area in the city, excepting a certain area as designated by signs erected from time to time by the Police Department permitting overnight parking in said posted area between the hours of 11:00 p.m. and 8:00 a.m., in such manner that said vehicle will interfere with or impede the plowing of snow from the surface of said parking area between the hours of 11:00 p.m. and 6:00 a.m. during the months of January, February, March, **April**, November and December.[1]

[Amended 9-14-1998 by Ord. No. 98-4]

[1] Editor's Note: Original Section 5.05, which immediately followed this subsection and provided for two-hour parking on portions of Central Street, Franklin Street and Memorial Street, was deleted 9-14-1998 by Ord. No. 98-4. See now § 284-23.

E. Right to Tow

Any vehicle parked in violation of the provisions of this section may be towed away by the city or its agents to a suitable location and held there until the reasonable cost of said removal shall have been paid to the city, as well as a storage charge, if said vehicle shall not be reclaimed within 24 hours of its removal. These charges shall be in addition to any fine imposed for violation of this Code.

F.

Unless they are inconsistent with the previous regulations, all state statutes with reference to the operation and parking of motor vehicles are hereby deemed in full force in the city. Where appropriate, the doctrine of state preemption shall apply. In cases where two standards are promulgated, the higher shall be deemed to apply.

§284-13. Parking; Prohibited Practices

This section shall control the parking or placement of motor vehicles upon the public ways within the City of Franklin. To the extent that this section is inconsistent with any prior enactment or ordinance by the City of Franklin, this section shall be controlling.

A. Restricted Places

No person shall park an automobile in a way inconsistent with posted parking signs, regulations or other markings adopted by the City of Franklin indicating a restricted parking area.

B. Winter Parking Ban

No person shall park an automobile in violation of the winter parking ban as adopted by the City of Franklin. **Reference 284-12-C and 284-12-D**

C. Night Parking Restriction

No person shall park any vehicle overnight on a public way within the City of Franklin in violation of the pertinent ordinance to that effect. **Reference 284-24-D**

D. Wrong Side of Street

No person shall park any vehicle in violation of any posted ban on parking on a specific side of a public way within the City of Franklin. Further, no person shall park any vehicle in a public way in such a manner so that the left side of said vehicle faces the curb or side of the street, except where said public street is a one-way street and said vehicle is headed in the proper direction of traffic movement.

[Amended 9-14-1998 by Ord. No. 98-4]

E. Overtime Parking

No person shall park a vehicle within the City of Franklin so that such vehicle exceeds posted time limitations on parking. **Reference 284-24-A & 284-24-B**

F. Sidewalk, Crosswalk and Intersection Restrictions

No person shall park a motor vehicle within the City of Franklin so that said vehicle is entirely or partially within a marked crosswalk. **No person shall park a motor vehicle within the City of Franklin so that said vehicle is entirely or partially** upon any sidewalk within the city. Further, no vehicle shall be left parked within a street intersection or within 20 feet of the corner of such an intersection within the city.

G. Fire Hydrant

No vehicle within the City of Franklin shall be left standing or parked within 10 feet of any fire hydrant or pedestrian crosswalk located at a traffic intersection or within 10 feet of any stop sign or traffic control device.

H. Yellow Curb/ Yellow line on pavement

No motor vehicle shall be left parked in the City of Franklin adjacent to a curb painted with the color yellow or within any space appropriately marked with yellow paint designating that parking is forbidden.

I. Double Parking

No motor vehicle shall be double-parked or left in any way within the commonly traveled way of the public streets of the City of Franklin.

J. Overtime Parking, Night Parking

No vehicle shall be allowed to be parked or shall stand in a municipal parking lot for a period of time in excess of 24 hours. All motor vehicles must be removed from municipal parking lots at least once in each consecutive twenty-four-hour period. Further, no municipal parking lot shall be used for the storage of any unregistered or uninspected motor vehicle. **Reference 284-24-D**

[Added 4-17-2002 by Ord. No. 01-02]

K. Driveways

No vehicle shall be allowed to be parked or shall stand in front of a public or private driveway. No vehicle shall be allowed to be parked or shall stand within 20 feet of driveway to Fire Station.

§ 284-16 Violations and penalties.

[Amended 8-3-1987]

A person violating any provisions of this article or any other ordinance relating to the parking of motor vehicles within the City of Franklin shall be punished by a fine of not more than \$100 for each offense. ~~except that the optional procedures set forth below may be used in lieu of court proceedings for the designated violations.~~

§284-18 Penalty Payment Procedure

[Amended 7-7-1997 by Ord. No. 97-2]

The aforementioned notice shall indicate that the violator may resolve the matter through payment of an appropriate fine to the Franklin Police Department. The appropriate fines for violations are listed in § 284-20. The appropriate fine for all other violations will be \$10. Failure by the operator or owner to make such payment within 48 hours of the issuance of the notice of violation **will result in a one-time penalty fine of \$5.** Failure by the operator or owner to make such payment within **14 calendar days** of the issuance of the notice of violation may result in the issuance of a summons to the operator or owner to appear in court to answer to the charge of violating the ordinance as previously stated **and an additional penalty fine of \$75.** ~~The Chief of Police may authorize, at any time before a court summons has been issued but after the expiration of the forty-eight hour period, the acceptance of a voluntary payment in the amount of \$20 as penalty in full satisfaction of the violation.~~

§ 284-20 Fines.

[Added 7-7-1997 by Ord. No. 97-2; amended 10-1-2007 by Ord. No. 08-08; 1-5-2015 by Ord. No. 08-15; 5-4-2015 by Ord. No. 13-15; 10-5-2015 by Ord. No. 06-16]

Fines shall be as follows:

01 Winter parking restriction	\$25
02 Night parking restriction	\$10
03 Overtime parking	\$10
04 Restricted place	\$15
05 Wrong side of street	\$10
06 Parked on crosswalk	\$15
07 Parked on sidewalk	\$25

Ordinance #10-18

08 Within 10 feet of corner of intersection	\$10
09 Parked in front of public or private driveway	\$25
10 Within 10 feet of fire hydrant	\$15
11 Within 20 feet of driveway to fire station	\$15
12 At yellow curb/loading zone	\$15
13 Parked in fire lane	\$10
14 Double parking	\$10
15 Jaywalking	\$10
16 Handicapped parking violation	\$50
17 Franklin Street Parking Lot: no parking permit displayed	\$100
18 Dead end streets that are designated as limited or no parking	\$50

If fine(s) are not paid within 48 hours, an additional charge of \$5 per violation will be assessed. Failure to pay this fine within 14 calendar days will result in a summons to court and an additional charge of \$75 per violation will be assessed.

After five offenses, the automobile is to be towed at the owner's expense.

Appeals

If a violator of any parking meter time or other parking restriction limit fails to respond to a ticket affixed to a vehicle by bringing such ticket with payment and the designated fine to the police station within a period of 48 hours after receipt, the Franklin Police Department shall send to the owner of the motor vehicle to which such ticket is affixed a notice informing said owner of the violation, together with a statement that the fine remains unpaid and that the fine has increased in accordance with the provisions of this section. The Franklin Police Department shall also issue a warning that in the event that the fine is not paid within 48 hours of the date of notice the owner shall be subject to an additional fine not to exceed \$100; and in the event such charge is not paid within 14 days of the date of such notice, said owner shall be summonsed to appear in the Franklin District Court by the Police Department; and if found guilty, said owner shall be fined not more than \$1,000.

(a)
A person who believes that a ticket is not valid or that a ticket was issued incorrectly may, within 72 hours of the time the ticket was issued, appeal to the Police Chief or Patrol Commander at the police station. If the Police Chief or Patrol Commander is not available, the person ticketed shall leave his/her name, address, telephone number and ticket number with the dispatcher to be forwarded to the Police Chief or Patrol Commander. The Police Chief or Patrol Commander will conduct an informal hearing, and if, in his/her opinion, there is justification, he/she may cancel the ticket. Each ticket canceled shall be signed by the Police Chief or Patrol Commander. The Police Chief or Patrol Commander shall state his/her decision prior to the end of the shift, if possible, otherwise not later than 48 hours after receipt of the notice of the appeal. The Police Chief or Patrol Commander shall notify the Patrol Secretary in the event that any ticket has been canceled by him/her.

(b)
Within 24 hours after the Police Chief or Patrol Commander notifies the person ticketed of his/her decision, if the individual still believes that the ticket issued was invalid, the individual may request, in writing, delivered to the Police Department, that he/she be charged with the specific offense alleged to be committed rather than for failure to pay a parking ticket. The minimum penalty provision shall apply in such cases.

(c)
The payment of a fine shall not be deemed an acknowledgment of conviction of the alleged offense; and upon accepting the prescribed payment; the payee shall issue a receipt to the payer acknowledging the payment. The voiding of tickets other than by the procedures set forth in this chapter is strictly prohibited.

By a roll call vote.

Roll Call:

Councilor Barton	_____	Councilor Dzujna	_____	Councilor Ribas	_____
Councilor Clarenbach	_____	Councilor Giunta	_____	Councilor Wells	_____
Councilor Desrochers	_____	Councilor Moquin	_____	Councilor Zink	_____

Approved: _____
Interim Mayor

Passed: _____

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: _____
City Clerk

Date: _____

**CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING & MEETING**

In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, January 8, 2018 at 6:03 p.m. in the Council Chambers, Franklin City Hall regarding Ordinance #10-18, revise existing Chapter 284-12, Parking; prohibited practices, Chapter 284-13, Parking restrictions; Chapter 284-16, Violations and Penalties; Chapter 284-18, Penalty payment procedure and Chapter 284-20, Fines of the Municipal Code.

Provisions for persons with special needs can be made by contacting the City Manager's office, via telephone or mail at least five days prior to the public hearing.

**City of Franklin
316 Central Street
Franklin, NH 03235
(603) 934-3900**

CITY COUNCIL MEETING
AGENDA ITEM III



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of January, 2018

**Subject: City Council to accept the resignation of Councilor Giunta
as Councilor, Ward I.**

**Motion: "I move that the Franklin City Council accept the resignation
of Councilor Giunta, Ward I"**

December 26, 2017

Scott Clarenbach-Interim Mayor
Members of the Franklin City Council
Franklin City Hall
316 Central Street
Franklin, NH 03235

RE: Resignation-Franklin City Council

Dear Interim Mayor Scott Clarenbach and Fellow Franklin City Councilors,

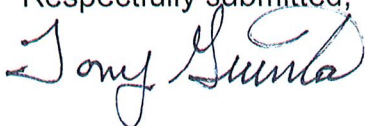
As you know, this past October I was honored by the voters of this great city by being elected Mayor for a term of service from 2018 to January of 2020.

To serve in this capacity, I must resign my Ward 1 City Council position which runs concurrently to January of 2019.

I request that you please accept this resignation from the Franklin City Council to become effective upon my official acceptance of the oath of the Mayor's office as officially administered by our Counsel the Honorable Paul Fitzgerald.

It has been a privilege to have served the great citizens of Ward 1-and I now look forward to serving all the outstanding citizens of our great City.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Tony Giunta", written over a horizontal line.

Tony Giunta
Ward 1 City Councilor and Mayor-elect, City of Franklin

CITY COUNCIL MEETING
AGENDA ITEM I



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of January, 2018

Subject: School Board Report

The Superintendent will provide a monthly report to the Mayor and City Council.

CITY COUNCIL MEETING
AGENDA ITEM II



CITY OF FRANKLIN COUNCIL AGENDA REPORT

City Council Meeting, January 8, 2018

From: Kevin LaChapelle, Fire Chief

Subject: For the Franklin City Council to schedule a public hearing on February 5, 2018 reference Resolution #14-18, to appropriate \$2,000.00 for the purchase of EMS supplies and equipment that will be used for Active Shooter Incidents.

Recommending motion:

January 8, 2018

1. Councilor moves: **"I move that the Franklin City Council schedule a public hearing for Resolution #14-18 on February 5, 2018 at 6:00 pm for the purchase of EMS supplies and equipment that will be used for Active Shooter Incidents."**

2. Mayor asks a second, discussion, and calls the vote.

February 5, 2018

1. Councilor moves: **"I move that the Franklin City Council approve Resolution #14-18 for the purchase of EMS supplies and equipment that will be used for Active Shooter Incidents."**

2. Mayor asks for a second, discussion and calls the vote.

Background:

The Franklin Fire Department, like many other fire and EMS departments across the country, is moving forward with planning, training and equipping for Active Shooter type incidents. In recent time, the City of Franklin received a \$6000 grant that was used to purchase ballistic gear to ensure responder safety at Active Shooter incidents. This equipment and training is in line with national and state protocols that are set forth for emergency response in these type incidents. Franklin firefighters are all trained to the level of *EMS in the Warm Zone* as outlined by protocol. This said equipment and supplies will allow our EMS staff to deliver battleground type care for unfortunate casualties that occur during Active Shooter incidents. This includes treating our own law enforcement officers.

The Franklin Fire Department Memorial account is a fund that is established to receive special donation such as those made when a community member dies and their family request donations be made to the Fire Department. This account also receives many monetary donations from folks who appreciate our service.

Fiscal Impact:

The total cost to finish out this project will not exceed \$2000. After this appropriation a balance of \$5040.52 will be left in the account.

NO FUNDS FROM TAXATION WILL BE USED IN THIS PROJECT.

Alternatives:

The alternative is to use tax payer dollars from the operating budget to finish out this project.



CITY OF FRANKLIN, NEW HAMPSHIRE
"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413

RESOLUTION #14-18

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.

In the year of our Lord, Two Thousand Eighteen,

WHEREAS, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2018 which began July 1, 2017, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes the Fire Department receives donations to the Rescue Squad Memorial Fund to purchase medical and rescue supplies, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes the Fire Department wishes to purchase medical supplies for Active Shooter Incidents, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands that the Fire Department wishes to fund the purchase with the Rescue Squad Memorial trust fund, current balance of approximately \$7,040 , held with the Trustees of Trust Funds, and;

WHEREAS, the City Council of the City of Franklin wishes to appropriate from the Fire Department Memorial trust fund an amount not to exceed \$2,000 for the purpose of purchasing trauma supplies and equipment, Now,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, February 5, 2018, the City Council of the City of Franklin, New Hampshire does hereby adopt Resolution #14-18 allowing the withdrawal of Two Thousand Dollars (\$2,000) from the Rescue Squad Memorial trust fund and authorizing an increase in FY18 revenues:

Transfer In – Trust Funds Acct. No. 01-0-000-39160-000 – Two Thousand Dollars (\$2,000)

And an increase in expenditure account,

EMS/Rescue Supplies Acct. No. 01-2-207-40612-000 – Two Thousand Dollars (\$2,000),

By a roll call vote.

Roll Call:

Resolution #14-18

Councilor Barton	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Moquin	_____	Councilor Zink	_____
Councilor Desrochers	_____	Councilor Ribas	_____	Councilor OPEN	_____

Approved: _____
Mayor

Passed: _____

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: _____
City Clerk

Date: _____

CITY COUNCIL MEETING
AGENDA ITEM III



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

September 26, 2017

From: Dan LeGallo, Superintendent

Subject: 2016-2017 Fund Balance

Recommendation: To allow the Franklin School District to use \$64,000 of the \$364,000 16-17 fund balance, to support the 17-18 school budget. \$200,000 of the fund balance is already assigned to the school budget and \$100,000 is committed to the SAU for grants

Suggested Motions:

January 8, 2018

Motion to set a public hearing on February 5, 2018 allowing the Franklin School District to use \$64,000 of the unassigned fund balance to support the 17-18 school district budget. \$200,000 has already been assigned to the school district during the budget process.

February 5, 2018

Motion to adopt Resolution 15-18 allocating the unassigned fund balance of \$64,000 to the Franklin School District fiscal year 2018 budget

Discussion: The school district found out in September that their adequacy aid was being reduced by \$84,000. The district also had to add on a kindergarten teacher because of increased enrollments. The \$64,000 will be used to offset some of these costs. These funds have been audited by our auditors.

Fiscal Impact: \$64,000 increase to school district revenues.

Alternatives: Use the funds for another purpose.

Attachments/Exhibits: Resolution 15-18.



CITY OF FRANKLIN, NEW HAMPSHIRE
"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413

RESOLUTION #15-18

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.

In the year of our Lord, Two Thousand Eighteen,

WHEREAS, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2018 which began July 1, 2017, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes that the school district estimates approximately \$64,000 in unassigned fund balance at June 30, 2017, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire would like to appropriate \$64,000 of the prior year unassigned fund balance in order to offset an \$84,000 reduction in revenues, Now,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, February 5, 2018, the City Council of the City of Franklin, New Hampshire does hereby adopt Resolution #15-18 and authorize an increase in revenues:

Appropriated Fund Balance – Sixty Four Thousand Dollars (\$64,000)

And an increase in expenditure account,

School District expenditures in the total amount of Sixty Four Thousand Dollars (\$64,000),

By a roll call vote.

Roll Call:

Councilor Barton	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Moquin	_____	Councilor Zink	_____
Councilor Desrochers	_____	Councilor Ribas	_____	Councilor OPEN	_____

Approved: _____
Mayor

Passed: _____

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: _____
City Clerk

Date: _____

CITY COUNCIL MEETING
AGENDA ITEM IV



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**
December 29, 2017

From: Judie Milner, Finance Director/Acting City Manager
Subject: Renewable Energy Exemption

Recommendation:

The legislative committee recommends adopting ordinance 11-18 allowing for a one-time 5 year limited exemption for renewable energy.

Suggested Motions:

January 8, 2018

Councilor moves, "I move the City of Franklin City Council set a public hearing for February 5, 2018 at 6pm regarding ordinance 11-18 renewable energy exemption."

February 5, 2018

Councilor moves, "I move the City of Franklin City Council adopt Ordinance 11-18 and the provisions of RSA 72:62 RSA 72:66 and RSA 72:70 allowing for a one time, five year exemption of 100% of assessed value of qualifying equipment related to residential solar, wind powered and wood heating energy systems."

Discussion:

This has been a topic at recent city council meetings. The exemption from the statute is sunseting and the assessors will have to bring in the value of renewable energy sources beginning in 2018 unless the municipality votes in an exemption per RSA 72. Several councilors and I have received phone calls from many citizens asking about the exemption. Councilor/Mayor Giunta called a legislative committee meeting on 12/18/17 to address the topic.

There are generally 2 sides to this issue in communities and I can honestly see both sides: 1) renewable energy should be exempt as policy to encourage environmentally friendly solutions and 2) renewable energy has value and should be taxed like any other improvement to property.

The legislative committee discussed both sides of the argument and came to a compromise: a one-time exemption that lasts for 5 years then sunsets.

Financial Impact:

Currently there is \$302,200 in assessed value for residential solar arrays in the City which equates to \$7,724 in picks ups at the current tax rate. There are no known wind powered systems and the assessors have advised me that wood heating systems do not have value added so this would not affect the City's overall value.

Attachments/Exhibits:

Ordinance 11-18

Excerpts RSA 72



CITY OF FRANKLIN, NEW HAMPSHIRE
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ORDINANCE #11-18

AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:

In the Year of our Lord, Two Thousand Eighteen;

Be it ordained by the City Council of the City of Franklin that the Franklin Municipal Code, Chapter 272, Taxation, be amended, pursuant to RSA 72:27-a, to add a new section following article IX Section 272-10 to be known as Article X section 272-11 Renewable Energy Systems Exemptions as follows:

Article X Renewable Energy Exemptions

Section 272-11 Exemption Granted

The City of Franklin does hereby adopt the provisions of RSA 72:62, RSA 72:66 and RSA 72:70 which provide for persons owning real property an optional exemption as provided by RSA 72:33 of 100% of the assessed value of qualifying equipment related to residential solar, wind-powered and wood heating energy systems, as defined by statute, intended for use at the immediate site and for which a building permit has been issued. The exemption is limited to a one time five year exemption.

Effective January 1, 2018.

By a roll call vote.

Roll Call:

Councilor Barton	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Moquin	_____	Councilor Zink	_____
Councilor Desrochers	_____	Councilor Ribas	_____	Councilor OPEN	_____

Approved: _____
Mayor

Passed: _____

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: _____
City Clerk

Date: _____

RSA Excerpts regarding Tax Exemptions for Renewable Energy Systems

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

72:27-a Procedure for Adoption, Modification, or Rescission. –

I. Any town or city may adopt the provisions of RSA 72:28, RSA 72:28-b, RSA 72:29-a, RSA 72:35, RSA 72:37, RSA 72:37-b, RSA 72:38-b, RSA 72:39-a, RSA 72:62, RSA 72:66, RSA 72:70, RSA 72:76, or RSA 72:82 in the following manner:

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

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

II. The vote shall specify the provisions of the property tax exemption or credit, the amount of such exemption or credit, and the manner of its determination, as listed in paragraph I. If a majority of those voting on the question vote "yes," the exemption or credit shall take effect within the town or city, on the date set by the governing body, or in the tax year beginning April 1 following its adoption, whichever shall occur first.

III. A municipality may modify, if applicable, or rescind the exemption or credits provided in paragraph I in the manner described in this section.

IV. An amendment to a statutory provision listed in paragraph I related to an exemption or credit amount or to the eligibility or application of an exemption or credit, shall apply in a municipality which previously adopted the provision only after the municipality complies with the procedure in this section, unless otherwise expressly required by law.

Source. 2003, 299:1; 299:23. 2004, 170:3. 2008, 224:3, eff. July 1, 2008. 2016, 217:2, eff. Aug. 8, 2016. 2017, 179:1, eff. Aug. 28, 2017.

72:33 Application for Exemption or Tax Credit. –

I. No person shall be entitled to the exemptions or tax credits provided by RSA 72:28, 28-b, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-b, 39-b, 62, 66, and 70 unless the person has filed with the selectmen or assessors, by April 15 preceding the setting of the tax rate, a permanent application therefor, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the exemption or tax credit is claimed and that the applicant was duly qualified upon April 1 of the year in which the exemption or tax credit is first claimed, or, in the case of financial qualifications, that the applicant is duly qualified at the time of application. The form shall include the following and such other information deemed necessary by the commissioner:

(a) Instructions on completing and filing the form, including an explanation of the grounds for requesting tax exemptions and credits pursuant to RSA 72.

(b) Sections for information concerning the applicant, the property for which the relief is sought, and other properties owned by the person applying.

(c) A section explaining the appeal procedure and stating the appeal deadline in the event the municipality denies the tax relief request in whole or in part.

(d) A place for the applicant's signature with a certification by the person applying that the application has a good faith basis and the facts in the application are true.

I-a. If any person, otherwise qualified to receive an exemption or credit, shall satisfy the selectmen or assessors that he or she was prevented by accident, mistake, or misfortune from filing a permanent application or amended permanent application on or before April 15 of the year in which he or she desires the exemption to begin, said officials may receive the application at a later date and grant an exemption or credit for that year; but no such application shall be received or exemption or credit granted after the local tax rate has been approved for that year.

II. Any person who changes residence after filing such a permanent application shall file an amended permanent application on or before December 1 immediately following the change of residence. The filing of the permanent application shall be sufficient for said persons to receive these exemptions or tax credits on an annual basis so long as the applicant does not change residence.

III. If the selectmen or assessors are satisfied that the applicant has willfully made any false statement in the application to obtain an exemption or tax credit, they may refuse to grant the exemption or tax credit.

IV. [Repealed.]

V. In addition to the above requirements, applicants for exemption who claim ownership pursuant to RSA 72:29, VI shall file with their application an additional statement signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing they meet the requirements of RSA 72:29, VI.

VI. The assessing officials may require applicants for any exemption or tax credit to file the information listed in RSA 72:34, or the statement required by RSA 72:33, V periodically but no more frequently than annually. Failure to file such periodic statements may, at the discretion of the assessing officials, result in a loss of the exemption or tax credit for that year.

Source. 1947, 240:1, par. 29-d. RSA 72:33. 1969, 55:1. 1973, 544:8. 1977, 502:1. 1983, 155:8; 385:1. 1987, 325:1. 1991, 70:14. 1994, 102:2; 390:3, 8. 1995, 265:3, 20. 1996, 140:7. 1997, 281:1. 2003, 131:1; 299:6, 25, 26. 2007, 182:3, eff. April 1, 2007. 2016, 217:6, eff. Aug. 8, 2016.

72:34 Investigation of Application and Decision by Town Officials. –

I. On receipt of an application provided for in RSA 72:33 or RSA 72:38-a, the selectmen or assessors shall examine it as to the right to the tax exemption, tax deferral or tax credit, the ownership of the property listed, and, if necessary, the encumbrances reported.

II. For those exemptions having income or asset limitations, the assessing officials may request true copies of any documents as needed to verify eligibility. Unless otherwise provided

for by law, all documents submitted with an application or as requested, as provided for in paragraphs I and II, and any copies shall be considered confidential, handled so as to protect the privacy of the individual, and not used for any purpose other than the specific statutory purposes for which the information was originally obtained. All documents and copies of such documents submitted by the applicant shall be returned to the applicant after a decision is made on the application.

III. The assessing officials shall grant the exemption, deferral, or tax credit if:

(a) They are satisfied that the applicant has not willfully made any false statement in the application for the purpose of obtaining the exemption, deferral, or tax credit; and

(b) The applicant cooperated with their requests under paragraph II, if it applies.

IV. On or before July 1 prior to the date of notice of tax under RSA 72:1-d, the selectmen or assessors shall send by first class mail a written decision to any taxpayer who timely requests an exemption or tax credit. On or before July 1 following the date of notice of tax under RSA 72:1-d, the selectmen or assessors shall send by first class mail a written decision to any taxpayer who timely requests a deferral. This decision shall be sent on a form to be prepared by the department of revenue administration. The decision shall advise the taxpayer of the municipality's decision and shall inform the taxpayer of the appeal procedure set forth in RSA 72:34-a. Failure to respond shall constitute denial. Municipalities may, at their option, require the taxpayer to furnish a self-addressed envelope with sufficient postage for the mailing of this written decision.

Source. 1947, 240:1, par. 29-e. RSA 72:34. 1969, 183:1. 1981, 188:1. 1991, 70:15, 16. 1995, 265:4. 2003, 299:7. 2004, 170:4. 2006, 30:1, eff. June 3,

72:34-a Appeal From Refusal to Grant Exemption, Deferral, or Tax Credit. – Whenever the selectmen or assessors refuse to grant an applicant an exemption, deferral, or tax credit to which the applicant may be entitled under the provisions of RSA 72:23, 23-d, 23-e, 23-f, 23-g, 23-h, 23-i, 23-j, 23-k, 28, 28-b, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-a, 38-b, 39-a, 39-b, 41, 42, 62, 66, or 70 the applicant may appeal in writing, on or before September 1 following the date of notice of tax under RSA 72:1-d, to the board of tax and land appeals or the superior court, which may order an exemption, deferral, or tax credit, or an abatement if a tax has been assessed.

Source. 1969, 183:2. 1973, 544:13. 1975, 127:2. 1982, 42:88. 1983, 155:9. 1987, 325:2. 1991, 70:17; 306:8. 1994, 390:5. 1995, 265:5. 1996, 140:8. 2003, 131:2, eff. April 1, 2003. 2016, 217:7, eff. Aug. 8, 2016.

72:61 Definition of Solar Energy Systems. – In this subdivision "solar energy system" means a system which utilizes solar energy to heat or cool the interior of a building or to heat water for use in a building and which includes one or more collectors and a storage container. "Solar energy system" also means a system which provides electricity for a building by the use of photovoltaic panels.

Source. 1975, 391:1. 1993, 93:1, eff. April 1, 1993.

72:62 Exemption for Solar Energy Systems. – Each city and town may adopt under RSA 72:27-a an exemption from the assessed value, for property tax purposes, for persons owning real property which is equipped with a solar energy system as defined in RSA 72:61.

72:65 Definition of Wind-Powered Energy Systems. – In this subdivision "wind-powered energy system" means any wind-powered devices which supplement or replace electrical power supplied to households or businesses at the immediate site.

Source. 1977, 185:1, eff. Aug. 13, 1977

72:66 Exemption for Wind-Powered Energy Systems. – Each city and town may adopt under RSA 72:27-a an exemption from the assessed value, for property tax purposes, for persons owning real property which is equipped with a wind-powered energy system.

Source. 1977, 185:1. 1991, 70:28. 2003, 299:18, eff. April 1, 2003.

72:69 Definition of Woodheating Energy System. – In this subdivision "woodheating energy system" means a wood burning appliance designed to operate as a central heating system to heat the interior of a building. The appliance may burn wood solely or burn wood in combination with another fuel. A central heating system shall include a central appliance to distribute heat by a series of pipes, ducts or similar distribution system throughout a single building or group of buildings. A wood burning appliance shall not include a fireplace, meaning a hearth, fire chamber or similarly prepared place with a chimney intended to be usable in an open configuration whether or not it may also be closed and operated closed; or a wood stove meaning a wood burning appliance designed for space heating purposes which does not operate as a central heating system or as a sole source of heat.

Source. 1979, 280:1, eff. Aug. 20, 1979.

72:70 Exemption for Woodheating Energy Systems. – Each city and town may adopt under RSA 72:27-a an exemption from the assessed value, for property tax purposes, for persons owning real property which is equipped with a woodheating energy system.

Source. 1979, 280:1. 1991, 70:30. 2003, 299:19, eff. April 1, 2003.

CITY COUNCIL MEETING
AGENDA ITEM V



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**
December 29, 2017

From: Judie Milner, Finance Director/Acting City Manager
Subject: Franklin Falls Mixed Use Tax Increment Finance District Advisory Board

Recommendation:

I recommend the City Council appoint the 7 member advisory board per section XXI of the development Program and Financing Plan for the Franklin Falls Mixed Use Tax Increment Finance District (District).

Suggested Motions:

January 8, 2018

Councilor moves, "I move the City of Franklin City Council set a public hearing for February 5, 2018 at 6pm regarding resolution 16-18 appointing the 7 member advisory board per section XXI of the development Program and Financing Plan for the Franklin Falls Mixed Use Tax Increment Finance District."

February 5, 2018

Councilor moves, "I move the City of Franklin City Council adopt resolution 16-18 appointing the 7 member advisory board per section XXI of the development Program and Financing Plan for the Franklin Falls Mixed Use Tax Increment Finance District."

Discussion:

The City Council adopted the development and financing plan for the Franklin Falls Mixed Use Tax Increment Finance District (District) on January 3, 2017. As forward momentum and economic development projects continue in the District, the City will need to discuss and approve potential projects to be supported with the tax increment funding. Section XXI of the development program and financing plan adopted by the Council, requires the creation of a 7 member advisory board with the majority of membership to include owners or occupants of real property within or adjoining the district and a majority of membership must be City of Franklin residents. Also, the City Planning Director and Executive Director of the Franklin Business and Industrial Development Corporation sit as ex officio members. The board is advisory only; the City Council has final approval over projects financed with District funds.

Niel Cannon (Downtown Coordinator), Jim Aberg (FBIDC), Richard Lewis (City Planning Director) and I met about potential members of the advisory board and came up with the following list:

Jason Grevior	Grevior's Furniture	Owner/Resident
Representative	Franklin Savings Bank	Owner/Resident
Leo Paquin	Davis & Towle	Owner
Sam Durfee	PermaCity Life Board	Owner
Kate Foley	CATCH Housing	Owner
Ken Merrifield	Former Mayor	Resident
Mike Mullavey Jr	FBIDC Board	Resident

We believe that this group has vested interest in the downtown corridor and will represent the City well on the advisory board.

Attachments/Exhibits:

Resolution 16-18

Page 12 of the adopted Development Program & Financing Plan for the Franklin Falls Mixed Use Tax Increment Finance District addressing the advisory board

Council approval for that allotment shall not be subject to a formal modification and public hearing process.

XX. TIF District Administration

The City Manager shall be the Administrator of the District, and in addition to the duties and powers granted to the City Manager, the Administrator shall have the following powers: 1) Negotiate for the acquisition of real property or easements, and sign options and / or purchase and sales agreements to acquire said property or easements subject to final approval by the City Council; 2) Negotiate and sign, upon the approval of the City Council, any contracts relative to the design, engineering, construction or operations of any phase or component of the activities proposed under this Plan; 3) Apply for, and accept and execute, upon the approval of the City Council, grants from any private or public organization or corporation, or from any state or federal agency for any work associated with this Plan; 4) Negotiate any Development Agreements and present the Agreements to the City Council for final approval; 5) Certify to the City Council, for acquisition through eminent domain, property that cannot be acquired by negotiation, but is required for implementation of the Plan; and 6) Certify to the City Council the amount of funds, if any, which must be raised through the sale of bonds to finance the activities associated with this Plan. The City Council may grant through an affirmative vote of the Council, additional powers, as deemed necessary and appropriate, in order to implement the goals, purpose, work and improvements outlined in this Plan or any future amendment.

XXI. Advisory Board

In accordance with 162-K: 14, the Council shall create, by resolution, an Advisory Board for the District and delineate its advisory roles and responsibilities. The Advisory Board shall consist of 7 members appointed by the Council. A majority of the membership will include owners or occupants of real property within or adjoining the district. A majority of the membership shall be residents of the City. The Planning Director and the Executive Director of the Franklin Business and Industrial Development Corporation shall sit as Ex Officio members of the Board. The function of the Advisory Board shall be to advise the City Council and the District Administrator in the planning, design, construction and implementation of the development projects, along with maintenance and operation of the district after certain projects have been completed. The Board may recommend projects to the Administrator for consideration and submission to the City Council. In instances where a majority of the Advisory Board believes that the Administrator has not sufficiently considered the Advisory Board's recommendation, they may, by majority vote, refer the matter along with their written recommendations and explanations to the next regularly scheduled meeting of the City Council. In such instances, the Administrator shall delay implementation of the project pending City Council review and determination on the matter. The resolution approved by the City Council for the creation of the Advisory Board shall include reasonable time limits for the Administrator to consider recommendations by the Board before such recommendation may be taken to the Council.



CITY OF FRANKLIN, NEW HAMPSHIRE
"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413

RESOLUTION #16-18

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.

In the year of our Lord, Two Thousand Eighteen,

WHEREAS, the City Council of the City of Franklin adopted Franklin Falls Mixed Use Tax Increment Financing District (District) under RSA 162-K on January 3, 2017, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to establish the advisory board for the District according to the provisions of section XXI of the Development Program and Financing Plan for the District, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes the advisory board shall consist of 7 members with a majority of the membership to include owners and occupants of real property within or adjoining the district and a majority of members must be residents of the City of Franklin, Now,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, February 5, 2018, the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 16-18 naming the following individuals to the advisory board of the Franklin Mixed Use Tax Increment Financing District:

Jason Grevior	Grevior's Furniture	Owner/Resident
Representative	Franklin Savings Bank	Owner/Resident
Leo Paquin	Davis & Towle	Owner
Sam Durfee	PermaCity Life Board	Owner
Kate Foley	CATCH Housing	Owner
Ken Merrifield	Former Mayor	Resident
Mike Mullavey Jr	FBIDC Board	Resident

By a roll call vote.

Roll Call:

Councilor Barton	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Moquin	_____	Councilor Zink	_____
Councilor Desrochers	_____	Councilor Ribas	_____	Councilor OPEN	_____

Approved: _____
Mayor

Passed: _____

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: _____
City Clerk

Date: _____

CITY COUNCIL MEETING
AGENDA ITEM VI



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of January, 2018

Subject: City Council to consider the School CBA for the Support Staff Agreement.

Motion: "I move that the Franklin City Council approve the agreement between Franklin School Board of Education and AFSCME Council 93/Local 3158 Support Staff Union for a two year contract for 2018-2020."

Franklin School District
Support Staff
July 1, 2018-June 30, 2020

*Two (2) year contract

*Health benefits remain the same

*Total package increase for the first year 2018-2019; 1.5 %	\$24,636.54
---	-------------

*Total package increase for the second year 2019-2020; 2%	\$32,605.56
---	-------------

Agreement

between

**AFSCME Council 93/Local 3158 Support
Staff**

and

Franklin School Board

July 1, 2018

to

June 30, 2020

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PREAMBLE

The purpose and intent of the Franklin School Board and the Union entering into this Agreement is to promote harmonious relations between the School Board and the organized employees in the bargaining unit covered by the following Agreement.

ARTICLE 1

RECOGNITION

- 1.1 The School Board of Franklin, New Hampshire (hereinafter referred to as the "Board") hereby recognizes the American Federation of State, County and Municipal Employees, Council 93/Local 3158 (hereinafter referred to as the "Union") as the exclusive representative of the bargaining unit described below for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.
- 1.2 The Board recognizes the Union as the exclusive bargaining agent of all permanent full and part-time employees in the following job titles: Kitchen Workers, Assistant Head Cooks, Teacher Assistants, Cashiers, Teacher Assistants (Child Specific), Secretaries, Food Service General, Head Cook, Personal Care Assistants, Speech Assistants, Certified Occupational Therapist Assistants (COTAs) and Nurses in accordance with PELRB case no. M-0590 issued September 28, 2000.
- 1.3 Newly hired employees serve a probationary period of 90 calendar days. This contract does not apply to employees during their probationary period.
- 1.3a Current employees that move from one category to another will have a sixty (60) day probationary period. At the end of the sixty day period, either the employee or the supervisory may request a return to previously held position. This contract applies to current employees who move from one category to another during their (60) sixty day probationary period.
- 1.4 Definitions:
 - A. Full time Calendar Year Employee - An employee of the District who works or is scheduled to work 52 weeks per year, 37 ½ hours or more per week, including vacation time.
 - B. Full time Academic Year Employee - An employee of the District who works or is scheduled to work each week of the school academic year, 30 hours or more per week.
 - C. Part-time Employee –A calendar year employee who works or is scheduled to work less than 37 ½ hours per week, or an academic year employee who works or is scheduled to work less than 30 hours per week.
 - D. Probationary Employee – An employee during his/her first 90 calendar days of employment or one in his/her first 60 calendar days of employment in a different category.
 - E. Permanent Employee – An employee who has completed his/her probationary period.

ARTICLE 2

JURISDICTION AND AUTHORITY OF SCHOOL BOARD

- 2.1 The School Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district, in accordance with RSA 273-A:XI.
- 2.2 The parties agree that neither the school board nor the superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them, and, this agreement shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

ARTICLE 3

NON-DISCRIMINATION

- 3.1 The Board and Union agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of support staff or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, membership, activity in the Union and/or HIV, AIDS, and related diseases (Ref. Americans with Disabilities Act (ADA) July 26, 1990).

ARTICLE 4

UNION DUES

- 4.1 The Board agrees to deduct dues from the wages of employees in the union upon presentation of appropriate authorization forms specifying the dollar amount to be deducted. The Board shall make payroll deductions each pay period and shall remit such deductions along with a list indicating the name and amount deducted to AFSCME Council 93, Business Administrator, 8 Beacon Street, Boston, MA 02108 on a monthly basis. However, if an employee has no check coming or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said employee for that pay period. The union agrees to hold the district harmless from any dispute arising under this article.
- 4.2 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this agreement; however, an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within thirty (30) calendar days prior to each annual anniversary date of this agreement.
- 4.3 The Union shall post notices of the provisions of Section 4.2 as set forth above on all school bulletin boards sixty (60) calendar days prior to the anniversary date.
- 4.4 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Board harmless in any such dispute.
- 4.5 All new hires as of July 1, 2012 with the school district who wish not to pay union dues shall pay an agency fee. Said fee shall not exceed the amount of annual union dues.

ARTICLE 5

SENIORITY

- 5.1 There shall be two (2) types of seniority, district seniority and classification seniority. Classifications for this Agreement shall be defined as those job titles identified under Article 1 in accordance with PELRB certification.
- 5.2 District seniority shall relate to the time an employee has been continuously employed by the District.
- 5.3 Classification seniority shall relate to the length of time an employee has been employed in a particular classification.

An employee working either as a:

- A. Administrative Assistant
- B. Teacher Assistant, CSP, or PC
- C. Kitchen Worker, Head Cook, Assistant Head Cook, Cashier, Food Service General, may move within their classification (within their letter grade listed above) without losing seniority or step.

- 5.4 Seniority shall not be interrupted by approved leaves of absence.
- 5.5 Seniority lists shall be posted once a year in October if requested in writing on or before September 15.
- 5.6 This article confers no benefits. Its only effect is to define the term seniority as that term may be used under other provisions of this agreement.

ARTICLE 6

VACANCIES

- 6.1 Notices of bargaining unit vacancies shall be posted on the official bulletin board in each school. Such notices shall be posted for a period of at least five (5) workdays.
- 6.2 The posting shall contain a description of the position, labor grade, pay range, name of the school, name of the person to whom the application is to be returned and the date by which the application is to be returned.
- 6.3 By September 30th of each year the Board shall notify the President/Chairperson of the Union, in writing, of the names, addresses, rate of pay and position of each bargaining unit member.
- 6.4 The Board reserves the right to fill vacant positions with applicants from outside of the bargaining unit. When there is more than one applicant the Board may fill the vacancy with the more qualified applicant as recommended by the Superintendent and approved by the Board. When two or more applicants are judged to be equally qualified, applicants who are members of the bargaining unit shall be given preference. When two or more applicants who are members of the bargaining unit are judged to be equally qualified, the employee having the greater classification seniority shall be given preference.
- 6.5 In the event that the vacancy is filled on the basis of the seniority, the only matter that may be grieved will be the question of which employee has the greater seniority.

ARTICLE 7

REDUCTION IN FORCE

- 7.1 The Board shall have authority to determine the number of employees in each classification.
- 7.2 Lay-off shall be defined as a reduction in the work force occasioned by any reason other than the voluntary termination or discipline of an employee.
- 7.3 In the event the Board determined it is necessary to conduct a lay-off, it shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid unnecessary lay-offs.
- 7.4 Once it has been determined that a reduction in force is necessary, the basis for deciding which employee shall be laid off shall be the employee's performance recommended by the Superintendent and approved by the Board. Employees with the better performance shall be retained. In the event that the performance of all employees in a classification being considered for lay-off is determined to be equivalent, the employee with the least classification seniority will be selected for layoff. Bumping between classifications will not be permitted.
- 7.5 In the event that the Board effectuates a lay-off on the basis of seniority, the only matter that may be grieved will be the question of which employee had the greater seniority.
- 7.6 Should the Board decide to reduce the hours of an employee or a group of employees but not to reduce the actual number of employee(s), the Union shall be notified at least thirty (30) days in advance of such action.

ARTICLE 8

DISCIPLINARY ACTION

- 8.1 Disciplinary action shall normally follow in the following order, however, disciplinary action may be taken out of order depending on the severity of the infraction:
- A. Verbal warning
 - B. Written warning
 - C. Suspension without pay
 - D. Discharge
- Discipline does not include non-renewal of an employee at the end of the year.
- 8.2 No employee shall be disciplined without just cause. Discipline does not include non-renewal of an employee at the end of the year.
- 8.3 All disciplinary action shall be documented with a copy given to the employee at the time of such action.
- 8.4 Employees shall be entitled to supervised access to their personnel files on the second business day after notice has been given to the SAU office. Nothing that may be used against an employee shall be placed into the personnel file of an employee until the employee is given an opportunity to review it. The employee shall sign a statement acknowledging that the opportunity was given, but such signature shall not indicate agreement with it. Should an employee refuse to sign the acknowledgement, the material may be placed in the file with a notation that the employee refused to sign. Employees shall have the right to duplicate material in their personnel file, or which is to be placed in their file. A copy fee will be assessed at .25 cents per page to the employee.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 A grievance is defined as an alleged violation of a specific provision of this Agreement.

9.2 A grievance must be filed within ten (10) days of its occurrence or when the employee by reasonable diligence should have known of its occurrence.

Grievances shall be processed in the following manner:

Step 1: The matter will be discussed orally between the aggrieved employee and the employee's immediate supervisor who is not a member of this bargaining unit. The Union representative may be present if requested by the grievant(s). A decision shall be rendered within five (5) working days.

Step 2: If the grievant is not satisfied with the immediate supervisor's decision, he/she may appeal the decision to the Building Principal within five (5) days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- A. The nature of the grievance, i.e. the specific provisions of the contract which have been violated or misinterpreted or misapplied.
- B. The injury and the loss which is claimed, i.e., the specific loss to the employee in pay or benefits.
- C. The remedies sought.
- D. Date of the alleged violation or misapplication.

The Building Principal shall investigate the matter and communicate the decision in writing to the grievant within ten (10) days from receipt of the written grievance.

Step 3: If the grievance is not adjusted to the grievant's satisfaction in Step 2, the grievance may be further appealed to the superintendent in writing within five (5) days after receipt of the Step 2 decision. **The superintendent will meet with the Union representative and the Grievant and examine the facts of the grievance.** The superintendent shall investigate the grievance and render a decision in writing within ten (10) days after the receipt of the appeal.

Step 4: Within ten (10) working days of the grievance being referred to this Step the School Board will hold a hearing with the participants and examine the facts of the grievance. The School Board will thereafter within ten (10) working days of such hearing will give their answer. If the grievance is not settled it may be referred to Arbitration as set forth in Step 5 of this procedure.

Step 5: If the decision of the School Board does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the School Board of such request within ten (10) days of the School Board Step 4 decision. The following procedure shall be used to arbitrate the grievance:

- a. The Union will submit a request for arbitration to the American Arbitration Association under its rules within thirty (30) days of the superintendent's decision.
- b. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall be bound by and must comply with all the terms of this

agreement, and shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make-whole recommendation", but may apply no penalty payments.

c. The decision of the arbitrator shall be final and binding.

9.3 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Union. Any other expenses shall be paid by the party incurring same.

ARTICLE 10

LETTER OF INTENT

The Board shall provide by June 1st of each year, a letter of renewal or non-renewal for continuing employment to each employee.

- 10.1 Upon receiving an employment notice, the employee must advise the Superintendent within ten (10) working days of his/her intent to return. If an employee fails to do so, he/she will be assumed to have resigned voluntarily.
- 10.2 Any school year academic employee that signs an agreement stating their intent to return and fails to do so will be charged for the cost of their insurance over the summer months.

ARTICLE 11

LIABILITY

- 11.1 The Board shall save employees harmless from financial liability arising out of any claim, suit, or judgment against them because of an act taken by them in the course of their employment except in the case of gross negligence or gross misconduct.

ARTICLE 12

LEAVES

12.1 SICK LEAVE:

Full time calendar year employees shall accrue sick leave at the rate of 1.25 days per month with a maximum accrual of 100 days.

Full time academic year employees shall accrue sick leave at the rate of 1 day per month with a maximum accrual of 80 days.

The basis for accrual shall be the employee's date of employment with the District.

Employees, who on the effective date of this agreement have in excess of the maximum accrual shall be allowed to use those excess days as outlined in this Article.

Medical opinions acceptable to the Board may be required prior to payment of the sick leave benefit, after an absence of three (3) consecutive work days.

Sick leave shall be used for actual sickness or disability of the employee only, except that up to 15 days of accumulated sick leave per year may be used for the illness of the employee's child, spouse, or parent.

All part-time employees receive four (4) paid sick days per year based on the hours actually worked with a maximum accrual of 20 days.

12.1.1 SICK LEAVE BONUS

Full time calendar year employees shall be given a \$300 bonus if less than one sick day is used during the course of the contract year. A new employee must be an employee of record as of July 1st in order to be entitled to this bonus.

12.1.2 SICK BANK:

The Board agrees to establish a sick leave bank for employees covered by this Agreement. Prior to October 15 of each school year, each employee covered by this agreement may donate up to two (2) days from the days accrued set forth in Section 12.1 to be deposited in said "Bank". By March 15th of the same school year, employees may donate additional sick days providing they do not deplete their own sick leave. Unused sick leave days in the bank at the close of the school year will carry into subsequent years. To become eligible to request extended benefits from this sick bank, an employee must have exhausted all his/her accrued sick leave under Section 12.1 of this Agreement; present satisfactory medical evidence of disability or illness (excluding work connected accident); and get approval of the Superintendent or his/her designee. An employee may draw up to thirty (30) days from said sick bank in any one (1) year. Supervision of this bank, except for approval of the use of sick bank by the Superintendent or his/her designee, shall be conducted by the Superintendent or his/her designee and three (3) members of the Union. This section of the article shall not be grievable.

12.2 PERSONAL LEAVE:

Each full time employee is entitled to three (3) days personal leave of absence annually. Except in emergency situations, application for such leave shall be made to the Superintendent or designee 48 hours in advance. Personal leave may only be used for such matters as home emergencies, religious holidays, court appearances or other pressing personal business which cannot be conducted outside the school day. Personal leave may not be used to extend vacation or a holiday. Employees are not required to state a reason for personal leave requests, but must certify that its use will comply with the purpose set forth herein. Each part time employee will receive one (1) personal leave day.

12.3 HOLIDAYS

Full time calendar year employees shall receive the following 12.5 paid holidays;

Fourth of July	Christmas Day
Labor Day	½ New Year's Eve
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King/Civil Rights Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day
Christmas Eve	

Some holidays may be re-scheduled to coincide with the school calendar.

All full time academic year employees shall receive the following nine paid holidays:

Labor Day	Thanksgiving Day
Columbus Day	Christmas Day
Veteran's Day	New Year's Day
Day after Thanksgiving	Martin Luther King/Civil Rights Day
	Memorial Day

Some holidays may be re-scheduled to coincide with the school calendar.

Part-time Employees shall receive the following four paid holidays

Labor Day	Thanksgiving Day	Christmas Day	Memorial Day
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12.4 VACATION LEAVE

Full time calendar year employees shall accrue vacation leave in accordance with the following schedule:

- Start, through completion of five years of service – ten (10) days per year.
- Six years through ten years of service – fifteen (15) days per year.
- Eleven years through twenty years of service – twenty (20) days per year.
- Twenty years or more – twenty-five (25) days per year.

Vacation earned in one year is to be taken in the next year, except during the first year of employment when five (5) of the days earned may be taken after six months employment. Unused vacation may not be carried over into a subsequent year.

For the purposes of calculating vacation time for all full time calendar year employees, vacation eligibility shall be calculated as of July 1st of any year for continuing employees.

12.5 WORKERS' COMPENSATION

Shall be in accordance with applicable state statute. When a claim is accepted by Workers' Compensation, an employee shall receive a set portion of wages as prescribed by law. Employees must fill out a First Injury report and submit it within 24 hours of injury.

12.6 FMLA

The Board shall abide by the provisions of the FMLA and a copy of the Act shall be posted by the School District on the Unions' bulletin boards.

12.7 BEREAVEMENT LEAVE:

In the event of death of an immediate family member, the employee, on request, shall be excused with pay for the regular hours the employee would work up to three (3) working days.

“Immediate family” should include life partner or significant other, wife, husband, father, mother, step-parent, sister, brother, children, step-children, grandparent, grandchild, and the same relatives for the employee’s spouse or partner.

The Superintendent may grant bereavement leave on a case by case basis for the death of someone not listed. The Superintendents decision shall be final.

12.8 MILITARY LEAVE: Shall be in accordance with applicable state statutes.

12.9 JURY DUTY:

If an employee is called as a juror he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. In order to receive payment an employee must give the Superintendent/Designee prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims payment. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

12.10 LEAVE OF ABSENCE WITHOUT PAY:

Unpaid leave of absence may be granted for reasons other than those stated above at the sole discretion of the Board. The decision of the Board shall not be subject to the provisions of the grievance procedure.

ARTICLE 13

HOURS OF WORK AND OVERTIME

- 13.1 The normal workweek shall consist of any work performed up to eight (8) consecutive hours per day, Monday through Friday. The normal workday shall consist of any work performed up to eight (8) consecutive hours per day. Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day nor from preventing required work on a week-end. Work week ends midnight on Saturday.
- 13.2 Time worked in excess of forty, (40) hours in any one (1) week shall be paid at the rate of time and one-half (1-1/2). All paid leave occurring during the workweek shall be counted as hours worked for the purpose of determining the forty (40) hours. Overtime must be preapproved by Superintendent/Designee.
- 13.3 The workweek shall not be interrupted to avoid the payment of overtime.
- 13.4 Any employee who has left work and is recalled prior to the next shift shall be paid a minimum of two (2) hours at the applicable rate.
- 13.5 In a delayed opening, as determined by the Superintendent or his/her designee, employees shall not be required to report to work more than fifteen (15) minutes prior to the opening of school in the building to which they are assigned. Employees will be paid for a full day in the case of delayed openings but if that delay turns into a cancellation the employee will not be entitled to payment.
- Food Service Workers required to report to work in order to prepare food in a timely manner will be paid a minimum of three hours (3) if the delay becomes a cancellation.
- 13.6 In cases of an early dismissal for emergency reasons as determined by the Superintendent or his/her designee, employees that have a scheduled day of work for said day shall be paid for that day of work.
- 13.7 Each employee shall be guaranteed an unpaid thirty (30) minute lunch period daily.
- 13.8 Upon mutual agreement between the employee and his/her supervisor the employee may work a flex schedule. Principals have the authority and the responsibility to schedule and to monitor the workday of support staff employees in their building. In the implementation of this task, Principals shall be guided by the following:
1. All employees are expected to be punctual and attentive to their duties, guided by the principal "A day's work for a day's pay".
 2. If an employee needs to be absent from their duty assignment for up to two hours, the Principals shall use their discretion in waiving the time, scheduling comp time, or not paying the employee for time away from school.
 3. If an employee is absent from school (for reasons other than listed in the contract) in excess of two (2) hours, then the employee shall either not be paid for that time or be scheduled to make up the lost time, at the discretion of the Principal.

ARTICLE 14

TEMPORARY ASSIGNMENT

- 14.1 An employee may be temporarily assigned to the work of any position of the same or lower classification without a change in pay. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position.
- 14.2 Employees will be compensated on a plus rate (no less than 5% to the nearest whole cent) above his/her present rate or the minimum pay of the bargaining unit classification to which they are temporarily assigned, whichever is higher, for working a higher level classification after three (3) consecutive days of temporary assignment. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position and pay rate.
- 14.4 An assistant assigned to substitute for a teacher for an entire day (with no teacher present) shall receive ten percent (10%) above his/her present rate of pay, or Sixty Dollars (\$60.00) whichever is greater.

ARTICLE 15

INSURANCE

- *15.1 HEALTH INSURANCE: The Board shall offer health insurance coverage to all full time calendar/academic year employees. The Board shall pay 100% of the cost of a single premium for Access Blue SOS 20/40/1KDED-R10/25/40 M 10/40/70. The employee may choose to apply the dollar equivalent of this amount to a two-person or family Access Blue SOS
- 15.2 An otherwise qualified employee who has provided notification to the Board stating that he/she elects not to participate in the Board offered health insurance coverage along with documentation providing for alternative coverage shall be eligible for a payment of \$700 per year payable in the last yearly paycheck and prorated from the first full month of alternative coverage beginning in August 2016.
- 15.3 LIFE INSURANCE: The Board shall provide, at its cost, life insurance to all full-time calendar/academic year employees in the amount of \$17,500. Said monies shall be dispersed to the employee's designated beneficiary.
- 15.4 DENTAL INSURANCE: The Board shall pay for each full time calendar/academic year employee up to, but not more than, the cost of the single plan of the company the Board is using.
- 15.5 This Article does not apply to part time employees.

ARTICLE 16

BULLETIN BOARDS

- 16.1 The Board shall provide space on bulletin boards for the posting of notices of the Board addressed to the employees and notices of the Union addressed to the members. The Board shall locate its bulletin boards at convenient places within each school. No Union notice shall be posted in or around the Board's property except on such boards and no notice shall be posted until it has been signed by the appropriate Union representative.

ARTICLE 17

SAFETY

- 17.1 The Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. The Union agrees that its members who are employees of the Board will comply with the Board's rules and regulations relating to safety, economy and efficiency of services to the Board and the Public.
- 17.2 The Board agrees that the bargaining unit employees shall be represented as may be required by State Statute on the Joint Loss Management Committee.
- 17.3 The Union and its members agree to exercise proper care of all Board property issued or entrusted to them during their work hours.

ARTICLE 18

STRIKES AND LOCKOUTS PROHIBITED

- 18.1 The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. The Union agrees, therefore, that there shall be no strikes, work stoppages or other concerted refusal to perform work by employees covered by this Agreement, nor any instigation thereof during the life of this Agreement.
- 18.2 The Board agrees not to lock out bargaining unit employees.

ARTICLE 19

SEPARABILITY

- 19.1 Should any article, section or portion thereof of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof specified in the decision, and all other provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated herein. By mutual agreement the parties may meet and negotiate only on the specifically declared article, section, or portion thereof.

ARTICLE 20

STABILITY OF AGREEMENT

- 20.1 This instrument constitutes the entire Agreement of the Board and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
- 20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. The foregoing waiver of obligation to bargain may be superseded by mutual written agreement of the parties, or if it is ascertained that specific information had been requested by either party and withheld by the other party.

ARTICLE 21

PERSONNEL MATTERS

- 21.1 Any formal evaluation of a bargaining unit employee shall be conducted by the employee's immediate supervisor who is not a member of this bargaining unit. An employee shall be given a copy of any formal evaluation report prepared by his/her evaluator before any conference held to discuss it. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
- 21.2 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a permanent part of said file. A 24 hour notice is required. Reproduction of such material may be made by hand or copying machine at the employee's expense.
- 21.3 Representatives of the Union may meet with the Superintendent or his/her designee once a month after working hours to discuss matters of mutual concern, at a mutually agreed time and place. A written agenda may be exchanged between the Union and the Superintendent no less than five (5) working days before the scheduled date of the meeting. Nothing contained herein shall prevent the Superintendent or his/her designee and the Union from meeting on a less frequent basis.

ARTICLE 22

EDUCATIONAL INCENTIVE/PROFESSIONAL DAYS

- 22.1 The Board agrees to provide reimbursement for tuition, books and registration fees to employees holding full time NURSE or COTA positions, and who complete approved course/workshops not to exceed the sum of \$500 per employee per year. The Board shall not be required to expend in excess of the sum of \$5,000 per year for this benefit. Distribution shall be on a first come first served basis.
- A. Course must be work related and approved in advance.
 - B. The reimbursement shall be paid to the employee upon presentation of a certificate of satisfactory completion of the workshop or reimbursement of 100% for a grade of B or better for the course.
 - C. An employee must have been employed for a minimum of one year to be eligible for education incentive reimbursement.
 - D. All support staff may apply for additional educational reimbursement on a case by case basis, including nurses and certified occupational therapy assistants (COTA).
- 22.2 A full time nurse or COTA shall be allowed a maximum of two (2) days of professional leave per year with pay to attend workshops or conferences directly related to maintaining his/her licensure or certification. Professional leave is subject to the approval of the building principal and the Superintendent and the availability of building coverage.
- 22.3 The Board may add or subtract in-service days to any individual contracts.
- 22.4 Nothing in this section shall prevent the Board from requiring an employee to attend a workshop or conference. If the Board requires an employee to attend a workshop or conference, the Board will pay said workshop or conference costs.
- 22.5 On early release days, support staff employees shall be allowed to attend workshops or training and will not incur loss of pay.

ARTICLE 23

RETIREMENT/SEVERANCE PAYMENT

- 23.1 The Board shall continue to provide New Hampshire State Retirement to employees as required by the plan.

ARTICLE 24

LABOR GRADES/WAGES

24.1 LABOR GRADES:

1001	1002	1003	1005	1006	1007	1008	1009
Food Service Kitchen Worker	Food Service Asst Head Cooks	CSP Teacher Assistants	Food Service General Services	Secretary Administrative Assistant	Speech Assistants	COTA	Nurses
	Cashiers			High School Registrar			
	Teacher Assistants			Personal Care Assistants Food Service Head Cook			
	Library Assistants						

Employees shall be paid on a bi-weekly basis.

24.2 When employees are required to use their personal vehicle for school business, then they shall be compensated based at the per mile rate within IRS guidelines. However, any change in assignment from one building to another building for a period of one (1) full work day or longer is not to be considered as requiring use of the vehicle for school business. Mileage shall be paid once a month to employees who have filled out an appropriate form.

24.3 Wage Increases:

1.5% Year One
2% Year Two

For new employees, the beginning salary shall be as listed in Appendix A, but may be adjusted by the Superintendent for direct or related experience so long as the rate does not exceed the rate paid to current employees with the same or similar experience. Management will inform the Union annually at the start of each academic year if any employee is hired at a rate greater than the starting salary level.

ARTICLE 25

DURATION

- 25.1 This Agreement shall be in full force and in effect until twelve (12) o'clock midnight June 30, 2018, and year to year thereafter unless written notice of desire to modify this agreement is given by either party to the other by registered or certified mail, at least one hundred twenty (120) days prior to the expiration date of this Agreement. In the event a notice is sent by either party to the other then the terms and condition of this agreement shall continue to apply until the modified agreement is executed.
- 25.2 The Board agrees to provide the PELRB with an executed copy of this Agreement within fourteen (14) days of signing.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of , 2017.

FRANKLIN SCHOOL BOARD

AMERICAN FEDERAL OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFFILIATED
WITH AFL-CIO

By _____
Board Chairman

By _____
Union President

By _____
Chief Negotiator

By _____
Chief Negotiator

By _____
Superintendent of Schools

By _____
Association Representative

By _____
Association Representative

MEMORANDUM OF AGREEMENT

HEALTH INSURANCE, SICK LEAVE AND HOLIDAYS

The following employee shall be “grandfathered” as a “full-time academic year employee” and receive benefits accordingly under the Agreement between the Union and the School Board:

Joanne Rocci-Audet

APPENDIX A
AFSCME Council 93/Local 3158 Support Staff Salary Schedules

Increase 1.015 Proposed 2018-2019										
		1001	1002	1003	1004	1005	1006	1007	1008	1009
0		9.28	9.94	10.47	10.73	10.93	11.81	16.24	18.82	18.96
1		9.51	10.19	10.73	10.98	11.23	12.10	16.66	19.38	19.43
2		9.75	10.42	10.99	11.26	11.49	12.40	17.07	19.87	19.92
3		9.99	10.71	11.28	11.55	11.78	12.73	17.48	20.36	20.42
4		10.24	10.97	11.55	11.84	12.08	13.03	17.93	20.88	20.93
5		10.50	11.26	11.85	12.15	12.37	13.36	18.38	21.41	21.46
6		10.75	11.54	12.15	12.42	12.68	13.70	18.83	21.94	21.99
7		11.03	11.83	12.42	12.75	13.00	14.04	19.30	22.48	22.54
8		11.32	12.12	12.76	13.06	13.33	14.38	19.78	23.03	23.10
9		11.59	12.41	13.08	13.39	13.67	14.74	20.28	23.62	23.67
10		11.88	12.74	13.40	13.72	14.02	15.12	20.79	24.21	24.24
11		12.19	13.05	13.72	14.08	14.35	15.50	21.32	24.81	24.86
12		12.48	13.37	14.08	14.42	14.71	15.88	21.86	25.43	25.49
13		12.80	13.71	14.45	14.78	15.08	16.28	22.40	26.06	26.12
14		13.12	14.06	14.79	15.16	15.45	16.69	22.95	26.71	26.77
15		13.46	14.41	15.16	15.64	15.84	17.11	23.51	27.39	27.44
16		13.78	14.77	15.54	15.92	16.23	17.54	24.10	28.07	28.13
17		14.13	15.13	15.93	16.33	16.65	17.98	24.71	28.77	28.93
18		14.53	15.54	16.33	16.73	17.05	18.38	25.12	29.17	29.33
19		14.88	15.91	16.72	17.14	17.46	18.81	25.73	29.87	30.13
20		15.23	16.28	17.11	17.55	17.87	19.24	26.34	30.57	30.93

Increase 1.02 Proposed 2019-2020									
	1001	1002	1003	1004	1005	1006	1007	1008	1009
0	9.47	10.14	10.68	10.95	11.15	12.04	16.57	19.20	19.33
1	9.70	10.40	10.95	11.20	11.45	12.35	16.99	19.77	19.82
2	9.94	10.63	11.21	11.48	11.72	12.65	17.41	20.26	20.32
3	10.19	10.92	11.50	11.79	12.01	12.98	17.83	20.77	20.82
4	10.45	11.19	11.79	12.08	12.32	13.29	18.29	21.30	21.35
5	10.71	11.48	12.09	12.39	12.62	13.63	18.74	21.84	21.89
6	10.97	11.77	12.39	12.67	12.94	13.97	19.21	22.38	22.43
7	11.25	12.07	12.67	13.00	13.26	14.32	19.68	22.92	22.99
8	11.55	12.37	13.01	13.33	13.60	14.67	20.18	23.50	23.56
9	11.82	12.66	13.34	13.66	13.94	15.04	20.68	24.09	24.14
10	12.12	12.99	13.67	13.99	14.30	15.42	21.20	24.69	24.72
11	12.43	13.32	13.99	14.36	14.64	15.81	21.75	25.31	25.36
12	12.73	13.64	14.36	14.70	15.01	16.20	22.30	25.94	25.99
13	13.06	13.98	14.74	15.07	15.38	16.60	22.85	26.58	26.64
14	13.38	14.34	15.08	15.46	15.76	17.02	23.41	27.24	27.31
15	13.72	14.69	15.46	15.95	16.16	17.45	23.98	27.93	27.99
16	14.06	15.06	15.85	16.23	16.56	17.89	24.58	28.63	28.69
17	14.41	15.44	16.25	16.65	16.98	18.34	25.21	29.35	29.51
18	14.82	15.85	16.65	17.06	17.39	18.74	25.62	29.75	29.92
19	15.18	16.22	17.05	17.48	17.81	19.19	26.24	30.47	30.73
20	15.53	16.60	17.45	17.90	18.23	19.63	26.87	31.18	31.55

**FRANKLIN SCHOOL DISTRICT
AND
AFSCME LOCAL 3158, FRANKLIN SUPPORT STAFF**

SIDEBAR

This sidebar is entered by and between the parties to memorialize certain agreements made during negotiations that led to their July 1, 2018-June 30, 2020 Collective Bargaining Agreement.

1. The Board will pay extra liability insurance premiums not to exceed \$150 per individual per year for nurses and COTAs currently employed as follows:

Margaret Lohmann

Jackie Batchelder

2. The Board may pay a stipend of its choosing to employees acting as Health Coordinator.

3. Jackie Batchelder, COTA, may accumulate up to fifteen (15) days of sick time per year at the rate of 1.5 days for each month of employment; cumulative up to 100 days. In addition, she will receive a pay raise equal to that agreed to for support staff.

This Sidebar shall remain in effect only during the term of the July 2018- June 30, 2020 Collective Bargaining Agreement.

CITY COUNCIL MEETING

AGENDA ITEM VII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of January, 2018

Subject: Other Business

1. Mayor Appointments

Planning Board

2. City Council Appointments

Planning Board

3. Acting City Manager's Update

4. Late Items

MAYOR APPOINTMENTS

Planning Board:

Appointments

Motion: "I reappoint Brian Sullivan, Director of Municipal Services as the Administrative City Official (ex officio), to the Planning Board (Seat PB2), Term of Service to January 2020"

Motion: "I reappoint member Mike Freeman to the Planning Board (Seat PB4), Term of Service to January 2021."

Motion: "I reappoint member Brian Colburn to the Planning Board (Seat PB6), Term of Service to January 2021."

Motion: "I reappoint member Ted Starkweather to the Planning Board (Seat PB7), Term of Service to January 2021."

Motion: "I reappoint member Dave Testerman, member from the Zoning Board of Adjustment, to the Planning Board (Seat PB9), Term of Service to January 2021."

CITY COUNCIL APPOINTMENTS

Planning Board:

Appointments

Motion: "I move that the Franklin City Council appoint Councilor _____ as Council Representative (ex officio) to the Planning Board (Seat PB3), Term of Service is their Term of Office."

Motion: "I move that the Franklin City Council appoint Councilor _____ as Alternate Council Representative (ex officio) to the Planning Board (Seat PB12), Term of Service is their Term of Office."



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting January 8, 2018

Date: December 29, 2017

From: Judie Milner, Finance Director/Acting City Manager

Subject: Acting City Manager's Update

1) Contingent Grant Line Activity

\$1,000 from Thomas Field

\$600 from Wal-Mart for Fire Department GPS Units

\$5,020 from State of NH for Fire Department Tactical Gear

2) City Holiday Party

On December 22nd City employees met at the fire station for a holiday party and Yankee Swap. I wanted to thank Mayor Giunta for saying a few words to employees and for assisting in handing out years of service and perfect attendance awards. Many employees expressed gratitude for the Mayor's attendance.

3) Fiber Project Update

Fiber is now strung between buildings and is now being terminated at each site. The servers are installed, mirrored and awaiting the completion of the fiber terminations to bring other departments and building over to the new server. Planning & Zoning is attached to the new server with MSD and Recreation following this week.

4) Economic Development Update

5) Joint Finance Committee Meeting

Once Council and School District committees are set up for the year, we are in need of a joint finance committee meeting to discuss the middle school roof note and the school wide energy efficient project.

6) City Manager Recruitment Update

Reminder nonpublic meeting tonight regarding finalists for City Manager position. January 25th and 26th set aside for interview process.