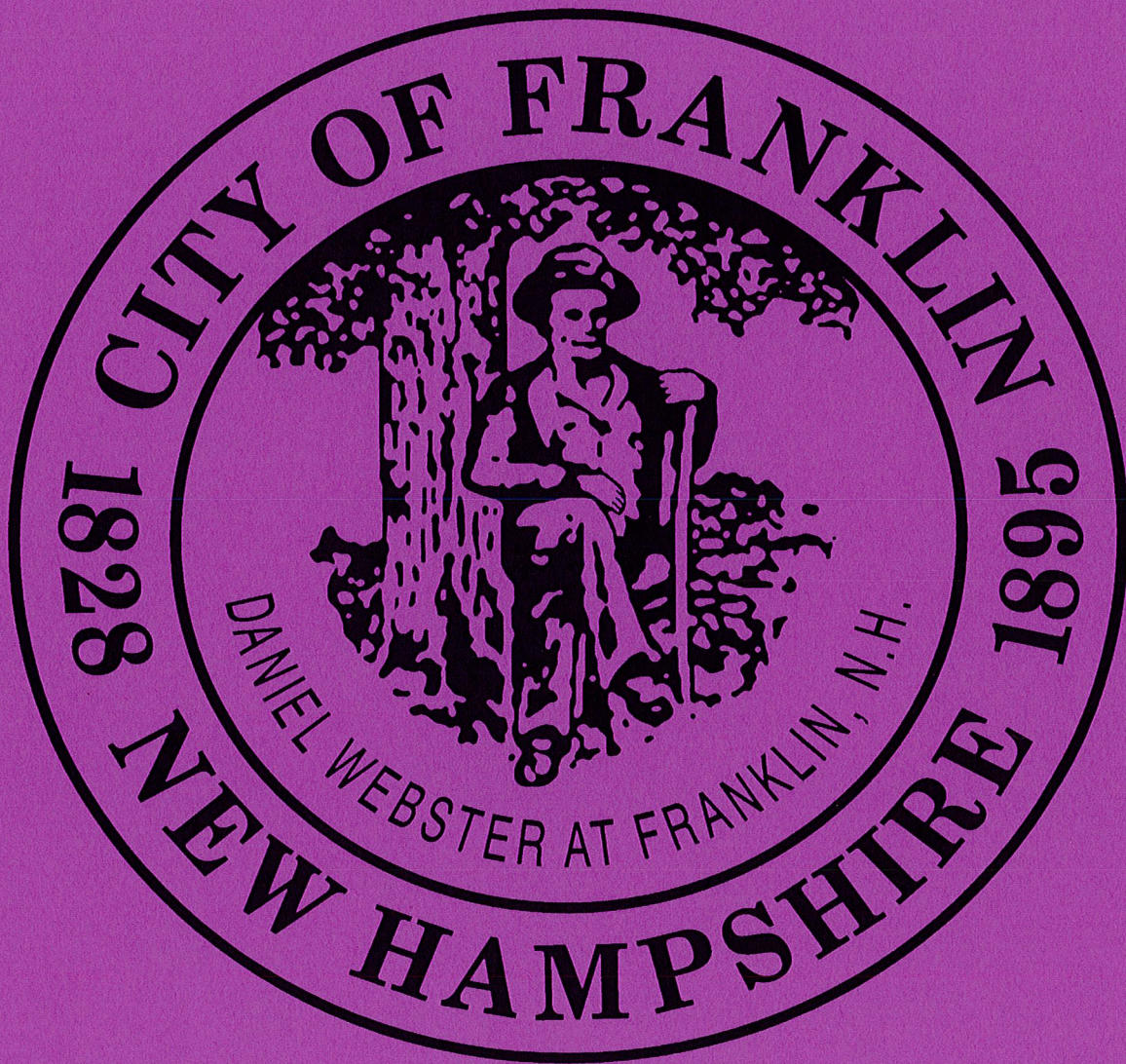
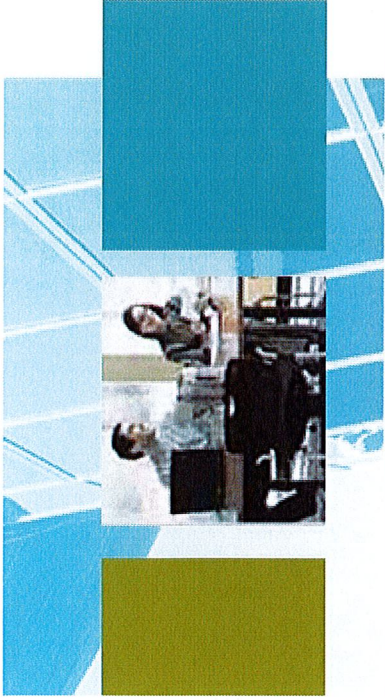


CITY OF FRANKLIN  
CITY COUNCIL MEETING  
April 2, 2018  
6:00 P.M.



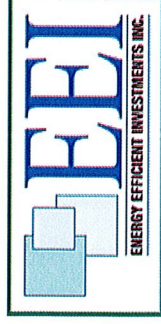




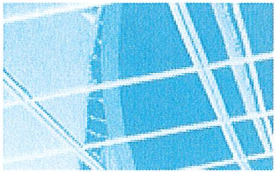
# **Energy Efficient Investments ENE Energy Advisors**

**Franklin School District  
City of Franklin, NH  
Energy Retrofit**

**Feb 21, 2018**







# The EEI & ENE Energy Advisors



ENE System, Inc. is the largest independently owned Controls Contractor in New England (Since 1987)

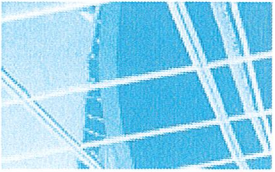
EEI was founded by ENE to service New Hampshire clients (Since 2007)

*Local ownership and management*

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**EEI & ENE ENERGY ADVISOR**





# Franklin Preliminary Energy Audit

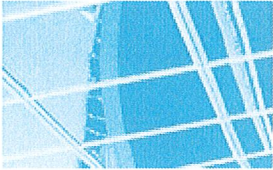
EEI performed an initial energy audit which identified \$76,061.00 in potential energy savings. This is a conservative estimate based on the historically low fuel prices that are currently seen. EEI will guarantee the minimum savings and any increases in the savings will go to the City

The Project replace antiquated equipment and controls and provides remote control access for all City Buildings in the project. Leverages stronger payback with long term capital needs.

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**EEI & ENE ENERGY ADVISOR**





# ECM Matrix

ECM #	ECM Matrix		Cost for Installed Measure \$	Energy Savings \$	Potential Rebates	Simple Payback
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Franklin High School

FHS1a	LED Lighting		\$185,295.00	\$19,714.00	\$32,710.00	
FHS1b	LED Lighting w/ EasySmart		\$200,552.00	\$19,714.00	\$32,710.00	
FHS2	Controls Upgrade		\$147,000.00	\$2,000.00	\$10,000.00	
FHS3	Weatherization		\$15,000.00	\$1,200.00	\$7,500.00	
FHS4	Walk In Cooler Controls		\$10,000.00	\$1,200.00	\$2,000.00	
FHS5	1 New High Efficiency Boiler		\$150,000.00	\$3,840.00	\$8,000.00	
	Total FHS w/1a		\$507,295.00	\$27,954.00	\$60,210.00	15.99
	Total FHS w/1b		\$522,552.00	\$27,954.00	\$60,210.00	16.54

Franklin Middle School

FMS1	LED Lighting		\$219,221.00	\$20,999.00	\$54,000.00	
FMS2	Controls Upgrade		\$150,000.00	\$1,600.00	\$5,000.00	
FMS3	Transformers		\$93,100.00	\$8,115.00	\$0.00	
FMS4	Weatherization		\$15,000.00	\$1,000.00	\$7,500.00	
FMS5	2 New High Efficiency Boilers		\$200,000.00	\$2,619.68	\$8,000.00	
	Total FMS		\$677,321.00	\$34,333.68	\$74,500.00	17.56

Paul A Smith

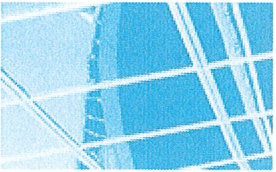
PAS1a	LED Lighting		\$86,428.00	\$9,171.00	\$16,375.00	
PAS1b	LED Lighting w/ EasySmart		\$96,680.00	\$9,171.00	\$16,375.00	
PAS2	Controls Upgrade		\$95,000.00	\$850.00	\$2,500.00	
PAS3	Weatherization		\$15,000.00	\$1,000.00	\$7,500.00	
PAS4	New High Efficiency Condensing Boiler		\$75,000.00	\$1,553.22	\$4,000.00	
PAS5	Walk In Cooler Controls		\$10,000.00	\$1,200.00	\$2,000.00	
	Total PAS w/1a		\$281,428.00	\$13,774.22	\$32,375.00	18.08
	Total PAS w/1b		\$291,680.00	\$13,774.22	\$32,375.00	18.83

District Total w/1a			\$1,466,044.00	\$76,061.90	\$167,085.00	17.08
District Total w/1b			\$1,491,553.00	\$76,061.90	\$167,085.00	17.41

ADD/ALTS

- All new ERU's at Franklin Middle School \$500,000.00
- Replace all boilers with High Efficiency Boilers \$850,000.00
- VFDs for H&V's at Franklin Middle School \$75,000.00





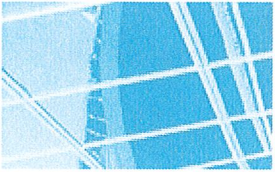
# Boiler Issues

- Boilers at all schools range between 20 years and 30 years old. Failed section at HS boiler and boiler red-tagged.



**EEI & ENE ENERGY ADVISOR**

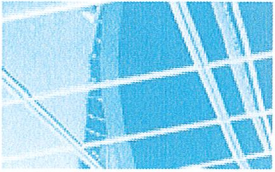




# Current Controls Issues

- Little Control in areas at Elementary School (failed System)
- High School and Middle School over ventilate
- Controls system nearing end of life

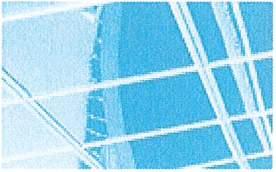




# Energy Performance Contract Goals

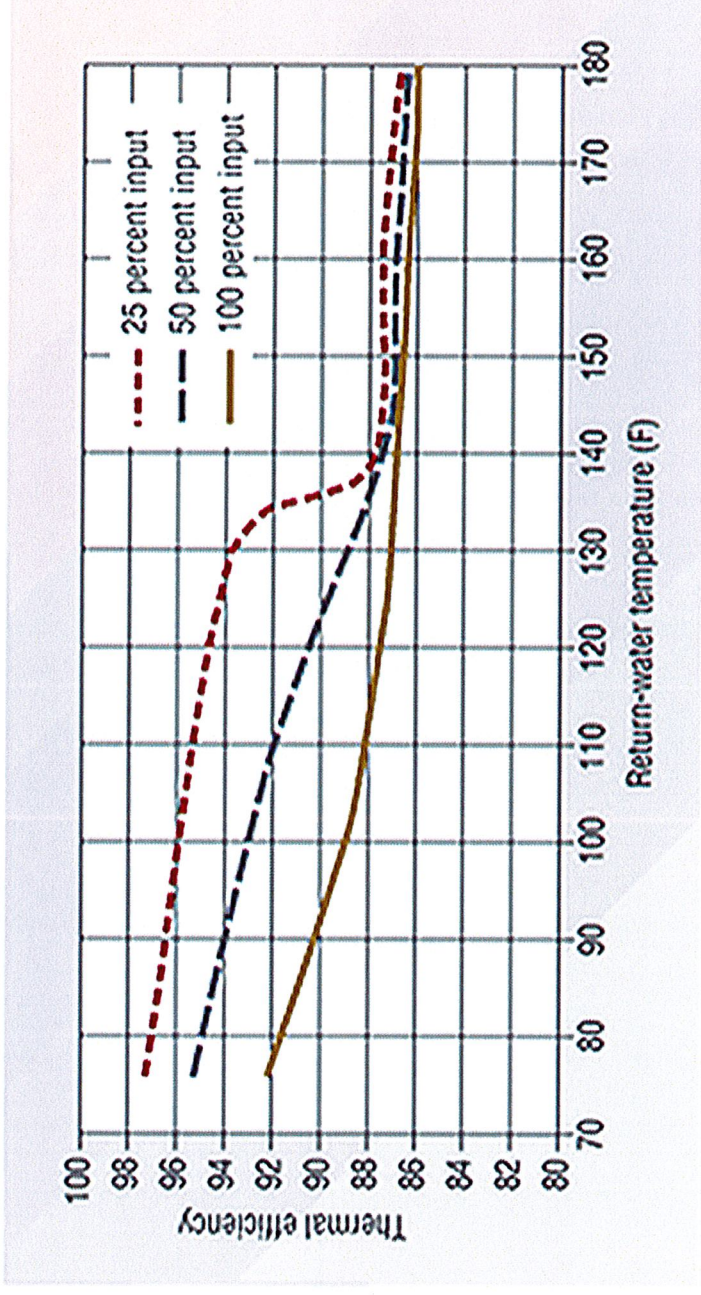
- Improve Buildings at the City of Franklin
- Reduce Energy Costs
- Reduce Energy Consumption
- Guarantee Annual Energy Savings



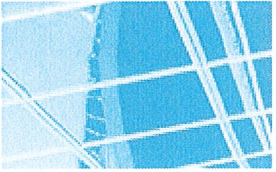


# Condensing Boiler Technology Option Boiler

- Condensing Boiler V. Standard Efficiency



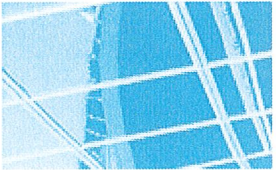




## Next Steps

- Project approval & financing mechanism
- EEI to finalize design for approval





# Questions & Answers

*Please email follow-up questions to Mike Davey at*  
***MDavey@EEIServices.com***

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**EEI & ENE ENERGY ADVISOR**





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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #21-18**

**A Resolution Relating to the authorization to borrow for Franklin Falls Mixed Use Tax Increment Financing District Amendment #1.**

**In the year of our Lord, Two Thousand Eighteen,**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire adopted Amendment #1 to the Franklin Falls Mixed Use Tax Increment Financing District at a scheduled City Council meeting on March 21, 2018, and;

**WHEREAS**, the Franklin City Council wishes to finance the amendment with tax increment from the district for an amount not to exceed \$1,000,000 over a 20 year term, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, May 7, 2018 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #21-18 to authorize the issuance of not more than \$1,000,000 (one million dollars) of bonds via a bond anticipation note in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the municipal officials to issue and negotiate such bonds, determine the rate of interest thereon and authorize the Mayor and Treasurer to sign all necessary paperwork thereof.

**By a roll call vote.**

**Roll Call:**

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

**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:** \_\_\_\_\_



## FRANKLIN CITY COUNCIL AGENDA

Council Chambers

Monday, April 2, 2018

6:00 P.M.

\*\*\*\*\*  
**SALUTE TO THE FLAG**  
\*\*\*\*\*

Presentation from EEI regarding the Franklin School District energy upgrade projects.

### PUBLIC HEARINGS

**Resolution #13-18** – A Resolution allowing Franklin School District to borrow \$2M for the purposes of funding the middle school roof repairs and district wide energy upgrade projects.

**Resolution #19-18** – A Resolution accepting and appropriating funding for the development of “Asset Management Plans” for the City Water Department Infrastructure.

**PILOT Agreement** – Regarding the Industrial Park Drive Solar.

**Resolution #21-18** – authorization to borrow up to \$1M to finance Amendment #1 of the Franklin Falls Mixed Use Tax Increment Financing District.

### 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

### CITY COUNCIL ACKNOWLEDGEMENT

The Mayor will recognize any Councilor who wishes to express their appreciation on behalf of the City.

### MAYOR'S UPDATE



**Agenda Item I.**

City Council to consider the minutes of the March 14<sup>th</sup> City Council Special Meeting and the March 5<sup>th</sup> City Council meeting.

**Agenda Item II.**

Monthly School Board Report.

**Agenda Item III.**

City Wide Emergency Preparedness presented to the City Council.

**Agenda Item IV.**

City Council to consider EMPG Grant for a generator for the Fire Station.

**Agenda Item V.**

City Council to consider adopting Resolution #13-18, allowing Franklin School District to borrow \$2M for the purposes of funding the middle school roof repairs and district wide energy upgrade projects.

**Agenda Item VI.**

City Council to consider adopting Resolution #19-18, accepting and appropriating funding for the development of "Asset Management Plans" for the City Water Department Infrastructure.

**Agenda Item VII.**

City Council to consider approving the PILOT agreement for Industrial Park Drive Solar.

**Agenda Item VIII.**

City Council to consider setting a public hearing to grant a Discretionary Barn Easement for 916 South Main Street, Tax Map 104-002-00.

### **Agenda Item IX.**

City Council to consider setting a public hearing for 5 PILOT agreements for City Solar Project.

### **Agenda Item X.**

City Council to decide to retain Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA to pursue civil remedies against those in the chain of distribution for opioid epidemic.

### **Agenda Item XI.**

City Council to consider approving lease of City property to Dan Fife.

### **Agenda Item XII.**

#### **Other Business**

- 1. Committee Reports**
- 2. Acting City Manager's Update**
- 3. Late Items**

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

Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

#### **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 April, 2018*

**Subject: Approval of Minutes**

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**Motion:** “I move that the Franklin City Council approve the minutes of the March 14, 2018 City Council Special Meeting and the March 5, 2018 City Council Meeting.”

**Mayor calls for a second, discussion and the vote.**





## PENDING COUNCIL APPROVAL

### City Council Meeting March 5, 2018

#### Call to Order

Mayor Giunta called the meeting to order in the Council Chambers, Franklin City Hall at 6:06 p.m.

#### In Attendance

Councilor Clarenbach, Councilor Barton, Councilor Ribas, Councilor Brown, Councilor Moquin, Councilor Trudel, Councilor Dzujna, Acting City Manager/Finance Director Milner and Mayor Giunta.

#### Absent

Councilor Desrochers and Councilor Zink (was listening on cell phone)

Salute to the Flag was led by Police Chief Goldstein.

#### Public Hearings

**Resolution # 17-18** – no comments.

**Resolution # 18-18** –no comments.

**Tax Increment Finance District (TIF)** – Annette Andreozzi asked for clarification on the “Prior to expenditure...” sentence, is that part of the amendment and what is the definition of approval? Should that sentence have something about City Council rather than approval? Acting City Manager/Finance Director Milner stated it was added by the TIF Advisory Board. The TIF Advisory Board can have approval over projects but the City Council has final approval. The City Council can add language that they have final approval if they approve this amendment. Annette Andreozzi re-clarified her understanding as the TIF advisory board would approve the expenditure of funds and that would be it or are they forwarding to City Council for approval. Acting City Manager/Finance Director Milner stated once the City Council approves the funding mechanism the council may ask for those items to come back to them but as part of the amendment it does not need too. Annette Andreozzi stated she feels all funds expended should go to City Council and announced so the public can make comment on them as the City Council is more available to the public.

Annette Andreozzi stated that the TIF is in the Historic District on the National Register and the City of Franklin’s Historic District. This amendment allows demolition approval and there is no one on the TIF Advisory Board who is extremely knowledgeable about Franklin’s history, knowledgeable about economic historic preservation or National Register Historic Districts. Having a board that is making decisions without the City Council being aware and is keeping people from having input is a mistake. Once a historic resource is removed it cannot come back.

Leigh Webb asked where did the \$1M figure come from on the amendment, what is its source? Acting City Manager/Finance Director Milner stated that came from the City's Downtown Coordinator Cannon as he believes that \$1M will cover the costs. Leigh Webb asked if this information is public knowledge. Acting City Manager/Finance Director Milner stated that it involves the acquisition of property and some other items. Leigh Webb asked if the sole source of the \$1M is the difference in valuation. Acting City Manager/Finance Director Milner stated the \$1M will take \$93K of the increment and is expected to be over \$500K at the end of the project. Leigh Webb asked if there was a time line for when the \$1M will be available. Acting City Manager/Finance Director stated if the \$1M amendment is approved by the City they will be going ahead with a BAN (Bond Anticipation Note) and authorization to borrow at the next council meeting.

### **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.**

Tim Dow stated he hopes the council will approve and support the teacher contract as it is a fair contract. The teachers are still a few steps behind but they have made a little headway with this one.

Deb Brown stated the Joint Finance Committee met this past week to discuss the proposal for the energy upgrades and roof. She encouraged the council to take this item off the table so a public hearing can be set so the school can move forward. She echoed Tim Dow's statement for the teacher contract. She stated she has read other cities and towns are giving their teachers a 3.3 to 3.4% and this contract is giving Franklin's teachers a 3% raise.

Riley, from the Franklin Jr. Youth Group, stated there is a project that the library has with ebook services called NH Overdrive and they are trying to raise awareness. The goal is to increase user awareness and is looking to the council for guidance. Councilor Brown stated she has some flyers in her shop and in her windows. Councilor Dzujna stated that they can contact Choose Franklin and provide them with flyers to pass out. He also suggested Community Day and setting up a table with this information. Acting City Manager/Finance Director Milner stated it will go on the city website.

Deb Gleason spoke about a dog park they are looking to put in. In the past the high schoolers have approached the City Council about this. She has been approved for Non Profit Status called Franklin NH Dog Park Association. On April 14 there will be a pet expo at Compass Classical Academy. In September they are looking to do a 5K. They are looking for space so she can apply for grants. The space needs to be handicapped accessible, preferably 1 acre, parking for 12-15 cars. She has been speaking with MSD Director Sullivan to find a space appropriate. She has over 200 people interested in helping maintaining the park. They are trying to fundraise so the city doesn't have to maintain the park the association will be doing it.

Jen Weaver spoke about the teachers' contract and stated it was as fair as they could make it for the teachers and community.



Rep. Horn stated that the Hope for NH Recovery's funding is based on legislature's decision on Wednesday. He urged all to contact Andru Volinsky to let him know that the center sees hundreds of people and is an asset to Franklin.

Leigh Webb asked what the reason is why there is a funding problem. Rep. Horn stated all his information came from the Carolee Longley the center's manager. She stated there was an investigation into the Hope for Recovery organization and the allegations were without merit by the State Attorney General's office. Since there was an allegation the funding by the state was halted.

**Choose Franklin** – N/A

**Legislative Comments** – Rep. Horn showed the house calendar for the week and is happy to talk about any of it. These are the last bills the house is going to act on until crossover which are all the senate bills that made it through. He stated he sits on the committee for the county delegation which means he sees the budget. The revenue numbers are up but they are living beyond their means. The initial proposal is a .6% increase and the majority of increases in many of the departments is 3-10% in payroll. It is no secret that if you don't pay your employees they leave and Merrimack County has many good people working for it. The Dept. of Corrections exceeded revenue projections by \$500K but the proposed budget is under what was sent last year. Rep. Horn stated he is getting in touch with DRA to get a better understanding of the taxes. Tax increases shouldn't be passed on if spending is beyond what is being brought in. A large majority of the excess revenue came from federal pretrial inmates. The county housed them in their facility and the federal government pays for transportation, room and board.

Councilor Dzujna asked if the three (3) bills on right to know are coming up and when they would be. Rep. Horn stated he is being told yes and are in the calendar. Acting City Manager/Finance Director Milner stated it is scheduled for Thursday.

**City Council Acknowledgements** – Councilor Dzujna wanted to thank MSD for doing a great job this winter even though they are down four (4) people.

**Mayor's Update** – Mayor Giunta mentioned that Allegiant Air flies out of Portsmouth and is a fabulous airline.

**Agenda Item I.**

**City Council to consider the minutes of the January 25<sup>th</sup> City Council Special Meeting, February 8<sup>th</sup> City Council Special Meeting and the February 5<sup>th</sup> City Council meeting.**

***Motion: Councilor Barton moved that the Franklin City Council accept the minutes of the January 25, 2018 City Council Special Meeting, February 8, 2018 City Council Special Meeting and the February 5, 2018 City Council meeting. Motion seconded by Councilor Dzujna.***

Councilor Ribas stated he emailed Lauraine a few small changes.

***All in favor as amended; motion passes.***

**City Council to consider amending the minutes of July 3, 2017 to add Agenda Item XIII.**

***Motion: Councilor Barton moved that the Franklin City Council amend the minutes of July 3, 2017 to add Agenda Item XIII. Motion seconded by Councilor Clarenbach.***

***All in favor; motion passes.***

#### **Agenda Item II.**

#### **School Board Report**

Superintendent LeGallo stated passed out a front page article from the Concord Monitor about the Robotics Team. He stated he felt the Joint Finance Committee did a great job and Paul did a great job as chair. He stated that they spend five (5) months working on the teacher's contract and hopes the council will support it. The Joint Finance Committee will be meeting again on the 26<sup>th</sup>. There will be a School & City liaison meeting on the 12<sup>th</sup>. There will be a drill at the high school on the 16<sup>th</sup> with staff only to hear what gun fire sounds like in the building. It will be blank fire with the Franklin Police Chief Goldstein and Officer Hart. If all goes well they will do the elementary and middle school in May. He stated he is looking for a Councilor for the third Friday of the month from 9-11 am for the Community Management Team which is part of the Project Aware grant and Office of School Wellness.

Mayor Giunta asked if there were any councilors interested. Council Dzujna asked if Superintendent LeGallo could send him some information and Councilor Dzujna will send him some information.

Councilor Dzujna thanked Superintendent LeGallo for the hard work that was done on the negotiations. Councilor Dzujna asked if the raise is in the budget. Superintendent LeGallo stated they intend to put it in the budget once the council approves the contract.

#### **Agenda Item III.**

**City Council to consider adopting Resolution #17-18, appropriating \$69,800 insurance proceeds to the nuisance abatement expenditure line.**

***Motion: Councilor Clarenbach moved that the Franklin City Council adopt Resolution #17-18 appropriating \$69,800 of insurance proceeds to the nuisance abatement expenditure line. Motion seconded by Councilor Dzujna.***

**Roll Call:**



Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>abs</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>abs</u>

*All in favor; motion passes.*

Agenda Item IV.

City Council to consider adopting Resolution #18-18, appropriating \$19,000 for contracted services and supplies for the Before and After School Program through the 21<sup>st</sup> Century Community Learning Grant.

**Motion:** *Councilor Clarenbach moved that the Franklin City Council adopt the supplemental appropriation in the amount of \$19,000 for contracted services and supplies for the Before and After School Program and adopt Resolution #18-18 by roll call vote. Motion seconded by Councilor Ribas.*

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>abs</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>abs</u>

*All in favor; motion passes.*

Agenda Item V.

City Council to consider the School CBA for the Teacher contracts.

**Motion:** *Councilor Ribas moved that the Franklin City Council approve the agreement between Franklin School Board and Franklin Education Association for a one year contract for 2018-2019. Motion seconded by Councilor Trudel.*

Councilor Barton stated that under the Duration of Agreement there is a sentence that states from year to year thereafter, unless it is voted by...so this is a never ending contract. Superintendent LeGallo stated it is a one year contract and that is the intent. Councilor Clarenbach stated it is 16-1 and read the sentence. He stated his interpretation would be 3% with no other multiplier. Deb Brown stated it becomes status quo once the term has ended in 2019. Superintendent LeGallo stated the salaries would stay locked in place until a new agreement approved by the City Council. Superintendent LeGallo stated he would answer Councilor Dzujna's question from earlier. There is kindergarten money of \$65K that they will receive annually. The \$100K should be released from the

audits as they will be all caught up. After one year they will be losing a bond and getting back that principal and interest. The school board will be having their 1<sup>st</sup> budget session tomorrow night.

Mayor Giunta stated that Councilor Desrochers, who was not in attendance, had a question is that money in the budget and you have just answered that question. Mayor Giunta asked Acting City Manager/Finance Director Milner if she had any idea how pickups were going. Acting City Manager/Finance Director Milner stated with the CPIU at 2.1% the school will pick up an additional \$102K plus revenues moving forward of \$62K. They are starting off \$164K in the positive. She stated she will not know the pickup number until about April 15 as the assessors are going through a revaluation year.

Councilor Clarenbach asked about the letter from Eversource and what that could mean. Acting City Manager/Finance Director Milner stated that involves the \$182K we received this year and that could go away but she didn't think so.

Mayor Giunta stated that the city was informed by Eversource that they are looking for an abatement because they were over assessed. This is similar to what happened in Bow where they had to give back money. Mayor Giunta stated he feels that the city was just included with the 91 other towns/cities and feels they should be ok. Councilor Dzujna asked on the \$182K pickup did Eversource give any idea on when this will be finalized. Acting City Manager/Finance Director Milner stated it is with the assessors and the City Attorney Fitzgerald to assess the validity. They feel it is not valid since the city used the number Eversource provided them. Acting City Manager/Finance Director Milner stated she feels the city got the letter as they were undervaluing Eversource for so long and then changed the value to the number Eversource provided which flagged the accounting software they used to send out the letters to 92 communities. Councilor Clarenbach stated that the Eastman Falls Dam was sold for much less than what Eversource valued it for. It wouldn't be uncommon for them to reduce that value to what they sold it for.

Mayor Giunta asked if the school was going to be \$1M behind again this year all the while they are adding another \$100K to the budget. Superintendent LeGallo stated you can't balance the budget on the backs of the teachers. We will be in for another tough budget session.

Mayor Giunta asked if they should table this and wait until the school board meets to see where the number is at. Superintendent LeGallo stated he wouldn't be in favor of that. Councilor Clarenbach stated that this is a difficult decision and the challenge is the cuts will still be there and with possibly another \$150K to get through.

Mayor Giunta asked if the numbers are intermingled with the debt they could incur with the energy upgrades.

***All in favor; motion passes.***

**Agenda Item VI.**

**City Council to schedule a public hearing for Resolution #19-18, accepting and appropriating funding for the development of "Asset Management Plans" for the City Water Department Infrastructure.**

***Motion: Councilor Clarenbach moved that the Franklin City Council schedule a public hearing at 6:00pm on Monday, April 2, 2018 in the City Council Chambers to consider passage of Resolution #19-18. Motion seconded by Councilor Trudel.***

***All in favor; motion passes.***

***Motion: Councilor Clarenbach moved to have the Resolution to be read in title only. Councilor Brown seconded.***

***All in favor; motion passes.***

Mayor Giunta read Resolution #19-18 in title only.

**Agenda Item VII.**

**City Council to consider disposition of properties.**

***Motion: Councilor Dzujna moved that the Franklin City Council authorize the Acting City Manager to dispose of the following properties through a bid process with a minimum bid amount as shown and to further execute all closing documents required for the conclusion of the referenced sale. Motion seconded by Councilor Trudel.***

Councilor Clarenbach stated his concern was with the Hill properties with the minimum bids and should the properties be combined to lower the minimum bid price. He stated he doesn't feel they will get their money back at these minimum bids. Acting City Manager/Finance Director Milner stated that she put in the minimum bid for taxes owed but the City has owned these properties for quite a while. Councilor Clarenbach asked if the abutters are on the outside of the lines or the inside of the lines. Acting City Manager/Finance Director Milner stated one abutter is 90-5 and the other abutter is towards the binder clip. He asked if all land is put together and they ask for \$20K for the entire allotment which is a bigger size. He feels if they don't combine there could be have many owners of properties you can't do much with rather than one owner of them all.

Mayor Giunta asked Planning and Zoning Director Lewis what his thoughts were about these properties. Planning and Zoning Director Lewis thought it was a good idea to sell these properties all as one property so it can't be developed. Mayor Giunta asked would the city incur the cost to move the lot lines. Planning and Zoning Director Lewis stated the only cost would be the lot merger document.



Mayor Giunta asked if they should table this until that merger is done. Councilor Clarenbach stated he would rather propose an amendment. What should the minimum bid be? Councilor Trudel stated he likes the idea to combine the properties. Acting City Manager/Finance Director Milner stated the minimum bids are generally set to recover the taxes owed. Mayor Giunta asked should they start relatively high and then reduce. Councilor Trudel stated we shouldn't price anyone out of the properties.

***Amendment: Councilor Ribas moved that the Franklin City Council combine all Hill Road properties and set a minimum bid of \$20K. Motion seconded by Councilor Brown.***

Councilor Clarenbach stated that these properties were bought at tax sale in the past. He stated that Planning & Zoning Director Lewis mentioned having the applicant do the merging and that would put the ownership on the winning bidder. He feels \$20K is too high. Councilor Moquin stated that \$20K is too high as well.

Councilor Ribas stated he recalls his amendment. It was seconded by Councilor Brown who also recalled her second.

***Amendment: Councilor Clarenbach moved that the Franklin City Council set a minimum bid of \$10K for all lots on Hill Rd and the winning bidder is responsible for merging into one (1) lot. Motion seconded by Councilor Trudel.***

***All in favor; amendment passes.***

***All in favor; motion as amended passes.***

#### **Agenda Item VIII.**

City Council to consider the mutual rescission and release agreement and consider setting a public hearing for the PILOT for Industrial Park Drive for Solar LLC.

***Motion: Councilor Clarenbach moved that the Franklin City Council approve the mutual rescission and release agreement with Industrial Park Solar, LLC and authorize the Acting City Manager to sign the agreement on behalf of the City. Motion seconded by Councilor Trudel.***

***All in favor; motion passes.***

***Motion: Councilor Trudel moved that the Franklin City Council set a public hearing for April 2, 2018 at 6:00 pm to consider a PILOT agreement for Industrial Park Drive Solar, LLC. Councilor Clarenbach seconded.***

***All in favor; motion passes.***

**Agenda Item IX.**

**Other Business**

1. **Committee Reports** – Councilor Trudel asked to move this to after late items and council was in agreement.
2. **Acting City Manager's Update** – Acting City Manager/Finance Director Milner asked if the council would go back to the page after the agenda. There is a recommended motion so they can adopt TIF Amendment #1.

***Motion: Councilor Dzujna moved that the Franklin City Council set a public hearing for March 21, 2018 at 6:00 pm to consider the adoption of the TIF Amendment #1. Councilor Trudel seconded.***

***All in favor; motion passes.***

Acting City Manager/Finance Director Milner stated the Contingent Grant Line received \$1,494.50 from Choose Franklin for the BRCC playground.

Franklin Police Department participated in the multi-jurisdictional drug sweep which is funded by Operation Grant Shield. This drug sweep netted multiple arrests and drug related seizures across NH. Congratulations to Chief Goldstein and the Franklin Police Department.

The Town of Salisbury is asking neighboring communities to join them in their 200<sup>th</sup> birthday parade on August 11<sup>th</sup> by displaying something that represents our community. All councilors are invited to walk in the parade.

Andrew Keller was here last month and spoke about the solar projects and is asking for the PILOT agreements to be re-signed. There is no longer a power purchase agreement so the City would receive straight revenue.

The City Clerk's office will be closed on April 4 and May 9 so the staff can attend the annual tax collector conference and training.

Deb Ryba, Assessing Technician, will be retiring after 33 years of service to the City of Franklin.

Reminder there will be a special meeting of the council on March 21 to consider the Franklin Falls TIF district Amendment #1.

Acting City Manager/Finance Director Milner stated she attended the Bucky Lewis Comedy show for the Mayor's Drug Task Force and had a great time. She stated she also attended the Boat Bash this past weekend. She watched the races and they were coming down the mountain pretty fast and she was told they were slow this year.

**3. Late Items – none**

**4. Committee Reports -** Councilor Dzujna stated there is a liaison meeting on the 12<sup>th</sup> at 6:00 pm downstairs.

Councilor Brown stated there is a Fire Committee meeting on the 14<sup>th</sup> at 5:00 pm at the Fire House.

Councilor Moquin stated that Tilton, Northfield and Sanbornton approved the MOU so they will be moving forward with the four (4) communities.

Councilor Trudel stated they had a Joint Finance Committee meeting and on the table for discussion were the energy projects and the school roof. He understands this was tabled in December and he would like to bring this forward for discussion. He is being told that one of the heating systems in the Paul Smith school was red tagged. EEI has offered to oversee the roof construction at no cost to the city.

***Motion: Councilor Ribas moved that the Franklin City Council set a public hearing for April 2, 2018 at 6:00 pm regarding Resolution #13-18 allowing the Franklin School District to borrow \$2M for the purposes of funding the middle school roof repairs and district wide energy upgrade projects.***

Mayor Giunta stated they don't have to take it off the table since there was a motion.

***Councilor Trudel seconded.***

Mayor Giunta asked that a presentation be made to the council for the April meeting. Councilor Trudel stated he would feel better if EEI did the presentation. Mayor Giunta stated if the councilors had specific questions to send them to Superintendent LeGallo so he can send them off to EEI. Councilor Trudel asked Superintendent LeGallo to see if the council can get copies of the presentation that was presented that night by EEI.

***All in favor; motion passes.***

State Rep. Horn asked if the presentation can be done before the public hearing.

***Motion: Councilor Clarenbach 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 Trudel.***

**Roll Call:**



Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>abs</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>abs</u>

*All in favor; motion passes.*

Entered nonpublic session at 7:32 p.m.

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

*All in favor; motion passes.*

Public session reconvened at 7:55 p.m.

**Motion:** *Councilor Ribas moved that the Franklin City Council seal the minutes. Motion seconded by Councilor Clarenbach.*

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>abs</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>abs</u>

*All in favor; motion passes.*

Councilor Dzujna withdrew his motion for Agenda Item #VII and Councilor Trudel removed his second.

**Motion:** *Councilor Ribas moved that the Franklin City Council amend agenda item #VII to add Map/Lot/Block for each. Motion seconded by Councilor Brown.*

090-006-00	Hill Rd	090-010-00	Hill Rd	090-012-00	Hill Rd
090-007-00	Hill Rd	090-011-00	Hill Rd.	090-013-00	Hill Rd
090-008-00	Hill Rd	090-406-00	Hill Rd	135-099-00	72 Pine Street
090-009-00	Hill Rd	110-001-00	Hill Rd		

*All in favor; motion passes.*

**Motion to adjourn** made by Councilor Clarenbach and seconded by Councilor Ribas. *All in favor; meeting adjourned at 7:58 p.m.*

Respectfully Submitted,

Lauraine G. Paquin



PENDING COUNCIL APPROVAL

City Council Special Meeting  
March 14, 2018

Call to Order

Mayor Giunta called the meeting to order in the Finance Office, Franklin City Hall at 6:01 p.m.

In Attendance

Councilor Clarenbach, Councilor Barton (via telephone), Councilor Ribas, Councilor Brown, Councilor Moquin, Councilor Trudel, Councilor Zink, Councilor Dzujna and Mayor Giunta.

In Attendance

Councilor Desrochers

Salute to the Flag was led by Councilor Barton.

**Motion:** *Councilor Dzujna moved that there is a need for a non-public session per RSA 91-A:3, II (d) Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community. Motion seconded by Councilor Brown.*

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>abs</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

*All in favor; motion passes.*

Entered nonpublic session at 6:02 p.m.

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

*All in favor; motion passes.*

Public session reconvened at 6:11 p.m.

**Motion:** *Councilor Ribas moved that the Franklin City Council seal the minutes because it would likely affect adversely the reputation of any person other than a member of this board. Motion seconded by Councilor Clarenbach.*

**Roll Call:**

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>abs</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

*All in favor; motion passes.*

Acting City Manager/Finance Director Milner stated the BOB awards are next Thursday and any councilors who will be attending she will sign them up. Councilor Dzujna asked what time. Acting City Manager/Finance Director Milner stated it is at 6:00 pm at the Grappone Center.

**Motion:** *Councilor Dzujna 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.*

**Roll Call:**

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>abs</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

*All in favor; motion passes.*

Entered nonpublic session at 6:14 p.m.

**Motion:** *Councilor Dzujna 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 Dzujna moved that the Franklin City Council seal the minutes because it would likely affect adversely the reputation of any person other than a member of this board. Motion seconded by Councilor Brown.*

*All in favor; motion passes.*



***Motion to adjourn made by Councilor Clarenbach and seconded by Councilor Ribas. All in favor; meeting adjourned at 7:37 p.m.***

Respectfully Submitted,

Lauraine G. Paquin

**CITY COUNCIL MEETING**  
**AGENDA ITEM II**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of April, 2018*

**Subject: School Board Report**

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



**CITY COUNCIL MEETING**  
**AGENDA ITEM III**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of April, 2018*

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**Subject: City Wide Emergency Preparedness Presentation**

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**CITY COUNCIL MEETING**

**AGENDA ITEM VI**



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

March 5, 2018

**From:** Brian J. Sullivan, Municipal Services Director

**Subject:** Franklin City Council to consider setting a public hearing on Resolution #19-18. A Resolution relating to accepting and appropriating funding for the development of "Asset Management Plans" for the City Water Department Infrastructure.

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### **Recommended Motion's:**

#### **March 5, 2018:**

Councilor moves: "I move that the Franklin City Council schedule a public hearing at 6:00 P.M on Monday, April 2, 2018 in the City Council Chambers to consider passage of Resolution #19-18.

#### **April 2, 2018:**

Councilor moves: "I move that the Franklin City Council approve Resolution #19-18 accepting and appropriating funding for the development of "Asset Management Plans" for the City Water Department Infrastructure by roll call vote.

### **Discussion:**

In January of 2018 I received confirmation from the New Hampshire Department of Environmental Services (NHDES) that the City Water Department qualified for a \$17,500 "Drinking Water Asset Management Planning Grant".

City Council passage of Resolution #19-18 is the first step required in order to secure funding and move forward with the final applications and preparation of documents in order that Governor and Council can formally proceed towards authorization of project funding.

Asset Management Plans document and inventory both subsurface and above ground infrastructure. They are the basis for a long term Asset Management Program and are helpful towards projecting and budgeting essential/critical projects. By identifying projects well in advance of failure, a public utility is able to rotate projects thus having less of an impact on utility rates. Spiking of rates occurs when there are numerous infrastructure failures in a short period of time. We are finding that Asset Management Plans are being required to secure funding under various Federal and State grant and loan programs.



**Concurrences:**

The State of New Hampshire and the United States Department of Agriculture are promoting and will eventually require public utilities to have Asset Management Plans. This is their way of guaranteeing that a long term investment on a specific utility related project is financially viable. Funding terms are typically dependent on the life of the asset which the grant or loan are supporting.

**Fiscal Impact:**

As utility infrastructure ages, there is the need to avoid failure which may impact delivery of critical/essential services. Proper long term planning using asset management, results in a lesser impact on the utility ratepayer. In order to accomplish this, I am recommending that the City take advantage on the two NHDES Asset Management Grant Programs while funding is available.

**Alternatives:**

Don't be proactive and run assets to failure. This is a dangerous approach and dooms a utility, impacting utility staff and the customer. Not approving Resolutions #19-18 will result in our inability to take advantage of NHDES Asset Management Grants while they are readily available. I feel it is important to move now. Key Municipal Services Department Staff is currently in place. These staff members have the institutional knowledge that should be taken advantage of before it is lost. Passage of this Resolution by the City Council is strongly recommended.

**Enclosures:**

- > NHDES Award Letter DWSRF
- > Resolution #19-18



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #19-18**

**A Resolution granting the City Finance Director and/or City Manager the authority to file a Final Application under the State of New Hampshire, Drinking Water State Revolving Fund (DWSRF) Program for a "2018 Asset Management Planning Grant Project AM-71" designating authorized representative (s).**

**WHEREAS**, the City of Franklin, New Hampshire after thorough consideration of the nature of its drinking water system needs, hereby determines that in order to continue endeavors towards further improvements to the Franklin Water Department an "Asset Management Program" is necessary and in the public interest, and to that end it is necessary to apply for assistance from the State of New Hampshire, Drinking Water State Revolving Fund (DWSRF) in an amount not to exceed \$17,500 with the City providing a 100% match.

**NOW, THEREFORE, BE IT RESOLVED BY** the Franklin City Council, Franklin, New Hampshire, the governing body of said City of Franklin, New Hampshire as follows:

1. That the person holding the positions of Finance Director and/or the City Manager, currently held by Judie Milner, is hereby designated as the Authorized Representative of the City of Franklin, NH for the purpose of filing a Final Grant Application, furnishing such information, data and documents pertaining to the applicant for a grant as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application and if such a grant can be made, is the designated Authorized Representative of the Applicant responsible for furnishing such information, data and documents pertaining to disbursements in order to secure grant funding.
2. That certified copies of this resolution be included as part of the final grant application.
3. That persons holding the following position(s) at the time of loan execution, are authorized to sign the final grant agreement binding the City of Franklin to the terms and conditions of the grant: Primary signatory being Judie Milner, Finance Director/Acting City Manager.
4. That if such a grant be made, the City of Franklin agrees to make provisions for assuming proper development and further implementation of a Water Department Asset Management Program for its above ground and subsurface drinking water infrastructure.
5. This Resolution is Non-Lapsing.

**By a roll call vote.**

**Roll Call:**

Resolution #19-18

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

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 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, April 2, 2018 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #19-18, accepting and appropriating funding for the development of “Asset Management Plans” for the City Water Department Infrastructure.**

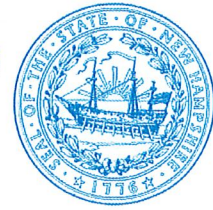
**Provisions for persons with special needs can be made by contacting the City Manager’s office, via telephone or mail at least five days prior to the public hearing.**

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





The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Robert R. Scott, Commissioner**

January 22, 2018

Brian Sullivan  
City of Franklin  
43 West Bow Street  
Franklin, NH 03235

Subject: 2018 Asset Management Planning Grant  
**Project# AM-71**

Dear Mr. Sullivan,

Congratulations on your successful application to the 2018 Asset Management Planning Grant Program. The Department of Environmental Services intends to award a **100% matching grant for \$17,500** to the City of Franklin for this important project.

To award the grant funds we must enter into a grant agreement. Enclosed is the grant agreement paperwork. **Please review these documents carefully.** If everything is satisfactory please submit the following:

1. **Original signed and notarized Grant Agreement** (attached). Initial and date page 2 & 3.
2. **Original signed and notarized Certificate of Authority** (example attached).
3. **Certificate of Insurance**
4. **Match commitment letter** (prior to the Governor and Council's approval, the community is required to provide a letter stating that they are committed to providing 100% match).
5. **Bank Form**

Once the required paperwork is returned the process will begin for the G&C's approval. **Please note that any work funded by the grant cannot be completed until after the G&C's approval.** All paperwork needs to be in no later than **April 30, 2018**.

We look forward to working with you on your asset management project. Please feel free to contact me at 271-2472 or [luis.adorno@des.nh.gov](mailto:luis.adorno@des.nh.gov) if you have any questions.

Sincerely,

Luis Adorno  
Drinking Water and Groundwater Bureau

Enclosures: Grant Agreement  
Exhibits  
Checklist & Example Certificate

**CITY COUNCIL MEETING**  
**AGENDA ITEM V**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

November 20, 2017

**From: Dan LeGallo, Superintendent**

**Subject: \$2,000,000 Bank Note**

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**Recommendation:**

To allow the Franklin School District to obtain a \$2,000,000 note to fund the middle school roof and district wide energy upgrades projects.

**Suggested Motions:**

**March 5, 2018**

Councilor moves "I move that the Franklin City Council set a public hearing for Monday, April 2<sup>nd</sup>, 2018 at 6:00pm 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".

**April 2, 2018**

Councilor moves "I move that the Franklin City Council adopt Resolution #13-18 allowing the Franklin school district to borrow \$2,000,000 on a twenty year note from Franklin Savings Bank at a rate of 4% for the purposes of funding the middle school roof repairs and district wide energy upgrade projects and authorizing the City Mayor to sign all necessary paperwork".

Roll call vote.

**Discussion:**

The need for a new roof has been well documented and the City Council has set aside \$50,000 in the 17-18 budget process. The City Council set aside an additional \$93,411 at the City Council meeting on November 6 2017.

**Fiscal Impact:**

The roof and energy upgrades impact will be approximately \$147,000 per year less the Energy savings guaranteed by the contractor of \$76,061 per year. Also offsetting the cost will be the retirement of the high school bond at \$250,000 in fiscal year 2020.

**Alternatives:**

Do not implement the energy upgrades or fix the middle school roof.

**Attachments/Exhibits:**

Resolution 13-18  
Energy Audit Matrix



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #13-18**

**A Resolution relating to the authorization to borrow for the middle school roof and school district wide energy efficiency upgrades.**

**In the year of our Lord, Two Thousand Eighteen,**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire recognizes the benefits of replacing the middle school roof and implementing district-wide energy upgrades, and;

**WHEREAS**, the project will reduce costs related to the energy upgrades, and;

**WHEREAS**, the energy savings will fund the energy improvement portion of the note over 17 years, and;

**WHEREAS**, the City Council understands the payment for the school roof is included in the FY2018 budget, and;

**WHEREAS**, the City Council wishes to finance the project not to exceed \$2,000,000 over a 20 year term, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, April 2<sup>nd</sup>, 2018 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #13-18 authorizing the Mayor to enter into a 20 year note not to exceed \$2,000,000 through Franklin Savings Bank at an interest rate of 3.548611% and sign all necessary paperwork thereof.

**By a roll call vote.**

**Roll Call:**

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

**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 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, April 2, 2018 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #13-18, allowing the Franklin School District to borrow \$2M for the purposes of funding the middle school roof repairs and district wide energy upgrade projects.**

**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**

Franklin School District  
Preliminary IGA

ECM #	ECM Matrix	Cost for Installed Measure \$	Energy Savings \$	Potential Rebates	Simple Payback
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Franklin High School

FHS1a	LED Lighting				
FHS1b	LED Lighting w/ EasySmart	\$185,295.00	\$19,714.00	\$32,710.00	
FHS2	Controls Upgrade	\$200,552.00	\$19,714.00	\$32,710.00	
FHS3	Weatherization	\$147,000.00	\$2,000.00	\$10,000.00	
FHS4	Walk In Cooler Controls	\$15,000.00	\$1,200.00	\$7,500.00	
FHS5	1 New High Efficiency Boiler	\$10,000.00	\$1,200.00	\$2,000.00	
		\$150,000.00	\$3,840.00	\$8,000.00	
	<b>Total FHS w/1a</b>	<b>\$507,295.00</b>	<b>\$27,954.00</b>	<b>\$60,210.00</b>	<b>15.99</b>
	<b>Total FHS w/1b</b>	<b>\$522,552.00</b>	<b>\$27,954.00</b>	<b>\$60,210.00</b>	<b>16.54</b>

Franklin Middle School

FMS1	LED Lighting				
FMS2	Controls Upgrade	\$219,221.00	\$20,999.00	\$54,000.00	
FMS3	Transformers	\$150,000.00	\$1,600.00	\$5,000.00	
FMS4	Weatherization	\$93,100.00	\$8,115.00	\$0.00	
FMS5	2 New High Efficiency Boilers	\$15,000.00	\$1,000.00	\$7,500.00	
		\$200,000.00	\$2,619.68	\$8,000.00	
	<b>Total FMS</b>	<b>\$677,321.00</b>	<b>\$34,333.68</b>	<b>\$74,500.00</b>	<b>17.56</b>

Paul A Smith

PAS1a	LED Lighting				
PAS1b	LED Lighting w/ EasySmart	\$86,428.00	\$9,171.00	\$16,375.00	
PAS2	Controls Upgrade	\$96,680.00	\$9,171.00	\$16,375.00	
PAS3	Weatherization	\$95,000.00	\$850.00	\$2,500.00	
PAS4	New High Efficiency Condensing Boiler	\$15,000.00	\$1,000.00	\$7,500.00	
PAS5	Walk In Cooler Controls	\$75,000.00	\$1,553.22	\$4,000.00	
		\$10,000.00	\$1,200.00	\$2,000.00	
	<b>Total PAS w/1a</b>	<b>\$281,428.00</b>	<b>\$13,774.22</b>	<b>\$32,375.00</b>	<b>18.08</b>
	<b>Total PAS w/1b</b>	<b>\$291,680.00</b>	<b>\$13,774.22</b>	<b>\$32,375.00</b>	<b>18.83</b>

District Total w/1a			\$1,466,044.00	\$76,061.90	\$167,085.00	17.08
District Total w/1b			\$1,491,553.00	\$76,061.90	\$167,085.00	17.41



Franklin Savings Bank

*Smarter Banking. Easier Living.*

February 22, 2018

Amanda Bergquist  
SAU 18  
Franklin-Hill School District  
119 Central Street  
Franklin, NH 03235

Dear Amanda,

Thank you for your inquiry to Franklin Savings Bank requesting the possible terms and conditions under which we would provide financing for your roof and energy audit for SAU 18. As we cannot provide a commitment to lend without additional due diligence, the purpose of this letter is to provide a general framework of what may be proposed to close this transaction.

**Amount:** Up to \$2,000,000.00

**Amortization:** 20 Years Fixed

**Maturity:** 20 years from the date of closing

**Interest Rate:** Rate would be proposed at a tax-exempt rate of 3.54%, fixed for 20 years

**Origination**

**Fee:** None

To proceed with the application, we will need the 2018 approved budget, previous years financial statements, excerpts from minutes of the meeting approving the borrowing and the authorized signers.

We look forward to working with you to complete this transaction.

Yours Truly,

Jon Jones  
AVP, Commercial Loan Officer  
Franklin Savings Bank

Event	Amount	Term	Period
Loan	\$2,000,000.00	1	
Payment	\$11,640.35	239	Monthly
Payment	\$11,638.68	1	



Payment 21	\$11,640.35	\$5,551.66	\$6,088.69	\$1,875,82
Payment 22	\$11,640.35	\$5,533.70	\$6,106.65	\$1,869,72
Payment 23	\$11,640.35	\$5,515.68	\$6,124.67	\$1,863,59
Payment 24	\$11,640.35	\$5,497.61	\$6,142.74	\$1,857,45
Payment 25	\$11,640.35	\$5,479.49	\$6,160.86	\$1,851,29
Payment 26	\$11,640.35	\$5,461.32	\$6,179.03	\$1,845,11
Payment 27	\$11,640.35	\$5,443.09	\$6,197.26	\$1,838,91
Payment 28	\$11,640.35	\$5,424.81	\$6,215.54	\$1,832,70
Payment 29	\$11,640.35	\$5,406.47	\$6,233.88	\$1,826,46
Payment 30	\$11,640.35	\$5,388.08	\$6,252.27	\$1,820,21
Payment 31	\$11,640.35	\$5,369.64	\$6,270.71	\$1,813,94
Payment 32	\$11,640.35	\$5,351.14	\$6,289.21	\$1,807,65
Payment 33	\$11,640.35	\$5,332.59	\$6,307.76	\$1,801,34
Payment 34	\$11,640.35	\$5,313.98	\$6,326.37	\$1,795,02
Payment 35	\$11,640.35	\$5,295.32	\$6,345.03	\$1,788,67
Payment 36	\$11,640.35	\$5,276.60	\$6,363.75	\$1,782,31
Payment 37	\$11,640.35	\$5,257.82	\$6,382.53	\$1,775,93
Payment 38	\$11,640.35	\$5,239.00	\$6,401.35	\$1,769,52
Payment 39	\$11,640.35	\$5,220.11	\$6,420.24	\$1,763,10
Payment 40	\$11,640.35	\$5,201.17	\$6,439.18	\$1,756,67
Payment 41	\$11,640.35	\$5,182.18	\$6,458.17	\$1,750,21
Payment 42	\$11,640.35	\$5,163.13	\$6,477.22	\$1,743,73

Payment 65	\$11,640.35	\$4,709.09	\$6,931.26	\$1,589,36
Payment 66	\$11,640.35	\$4,688.64	\$6,951.71	\$1,582,41
Payment 67	\$11,640.35	\$4,668.13	\$6,972.22	\$1,575,44
Payment 68	\$11,640.35	\$4,647.56	\$6,992.79	\$1,568,45
Payment 69	\$11,640.35	\$4,626.93	\$7,013.42	\$1,561,43
Payment 70	\$11,640.35	\$4,606.24	\$7,034.11	\$1,554,40
Payment 71	\$11,640.35	\$4,585.49	\$7,054.86	\$1,547,34
Payment 72	\$11,640.35	\$4,564.68	\$7,075.67	\$1,540,27
Payment 73	\$11,640.35	\$4,543.81	\$7,096.54	\$1,533,17
Payment 74	\$11,640.35	\$4,522.87	\$7,117.48	\$1,526,06
Payment 75	\$11,640.35	\$4,501.88	\$7,138.47	\$1,518,92
Payment 76	\$11,640.35	\$4,480.82	\$7,159.53	\$1,511,76
Payment 77	\$11,640.35	\$4,459.70	\$7,180.65	\$1,504,58
Payment 78	\$11,640.35	\$4,438.52	\$7,201.83	\$1,497,37
Payment 79	\$11,640.35	\$4,417.27	\$7,223.08	\$1,490,15
Payment 80	\$11,640.35	\$4,395.96	\$7,244.39	\$1,482,91
Payment 81	\$11,640.35	\$4,374.59	\$7,265.76	\$1,475,64
Payment 82	\$11,640.35	\$4,353.16	\$7,287.19	\$1,468,35
Payment 83	\$11,640.35	\$4,331.66	\$7,308.69	\$1,461,05
Payment 84	\$11,640.35	\$4,310.10	\$7,330.25	\$1,453,72
Payment 85	\$11,640.35	\$4,288.47	\$7,351.88	\$1,446,36
Payment 86	\$11,640.35	\$4,266.79	\$7,373.56	\$1,438,99

Payment 109	\$11,640.35	\$3,749.92	\$7,890.43	\$1,263,26
Payment 110	\$11,640.35	\$3,726.64	\$7,913.71	\$1,255,35
Payment 111	\$11,640.35	\$3,703.29	\$7,937.06	\$1,247,41
Payment 112	\$11,640.35	\$3,679.88	\$7,960.47	\$1,239,45
Payment 113	\$11,640.35	\$3,656.40	\$7,983.95	\$1,231,47
Payment 114	\$11,640.35	\$3,632.84	\$8,007.51	\$1,223,46
Payment 115	\$11,640.35	\$3,609.22	\$8,031.13	\$1,215,43
Payment 116	\$11,640.35	\$3,585.53	\$8,054.82	\$1,207,37
Payment 117	\$11,640.35	\$3,561.77	\$8,078.58	\$1,199,30
Payment 118	\$11,640.35	\$3,537.94	\$8,102.41	\$1,191,197
Payment 119	\$11,640.35	\$3,514.03	\$8,126.32	\$1,183,07
Payment 120	\$11,640.35	\$3,490.06	\$8,150.29	\$1,174,92
Payment 121	\$11,640.35	\$3,466.02	\$8,174.33	\$1,166,74
Payment 122	\$11,640.35	\$3,441.90	\$8,198.45	\$1,158,54
Payment 123	\$11,640.35	\$3,417.72	\$8,222.63	\$1,150,32
Payment 124	\$11,640.35	\$3,393.46	\$8,246.89	\$1,142,07
Payment 125	\$11,640.35	\$3,369.13	\$8,271.22	\$1,133,80
Payment 126	\$11,640.35	\$3,344.73	\$8,295.62	\$1,125,51
Payment 127	\$11,640.35	\$3,320.26	\$8,320.09	\$1,117,19
Payment 128	\$11,640.35	\$3,295.72	\$8,344.63	\$1,108,84
Payment 129	\$11,640.35	\$3,271.10	\$8,369.25	\$1,100,47
Payment 130	\$11,640.35	\$3,246.41	\$8,393.94	\$1,092,08

Payment 153	\$11,640.35	\$2,658.01	\$8,982.34	\$892,039.
Payment 154	\$11,640.35	\$2,631.52	\$9,008.83	\$883,030.
Payment 155	\$11,640.35	\$2,604.94	\$9,035.41	\$873,994.
Payment 156	\$11,640.35	\$2,578.28	\$9,062.07	\$864,932.
Payment 157	\$11,640.35	\$2,551.55	\$9,088.80	\$855,843.
Payment 158	\$11,640.35	\$2,524.74	\$9,115.61	\$846,728.
Payment 159	\$11,640.35	\$2,497.85	\$9,142.50	\$837,585.
Payment 160	\$11,640.35	\$2,470.88	\$9,169.47	\$828,416.
Payment 161	\$11,640.35	\$2,443.83	\$9,196.52	\$819,219.8
Payment 162	\$11,640.35	\$2,416.70	\$9,223.65	\$809,996.
Payment 163	\$11,640.35	\$2,389.49	\$9,250.86	\$800,745.
Payment 164	\$11,640.35	\$2,362.20	\$9,278.15	\$791,467.
Payment 165	\$11,640.35	\$2,334.83	\$9,305.52	\$782,161.6
Payment 166	\$11,640.35	\$2,307.38	\$9,332.97	\$772,828.
Payment 167	\$11,640.35	\$2,279.84	\$9,360.51	\$763,468.
Payment 168	\$11,640.35	\$2,252.23	\$9,388.12	\$754,080.
Payment 169	\$11,640.35	\$2,224.54	\$9,415.81	\$744,664.
Payment 170	\$11,640.35	\$2,196.76	\$9,443.59	\$735,220.
Payment 171	\$11,640.35	\$2,168.90	\$9,471.45	\$725,749.
Payment 172	\$11,640.35	\$2,140.96	\$9,499.39	\$716,249.
Payment 173	\$11,640.35	\$2,112.94	\$9,527.41	\$706,722.
Payment 174	\$11,640.35	\$2,084.83	\$9,555.52	\$697,166.

Payment 197	\$11,640.35	\$1,415.01	\$10,225.34	\$469,438.
Payment 198	\$11,640.35	\$1,384.84	\$10,255.51	\$459,183.
Payment 199	\$11,640.35	\$1,354.59	\$10,285.76	\$448,897.
Payment 200	\$11,640.35	\$1,324.25	\$10,316.10	\$438,581.
Payment 201	\$11,640.35	\$1,293.82	\$10,346.53	\$428,234.
Payment 202	\$11,640.35	\$1,263.29	\$10,377.06	\$417,857.
Payment 203	\$11,640.35	\$1,232.68	\$10,407.67	\$407,450.
Payment 204	\$11,640.35	\$1,201.98	\$10,438.37	\$397,011.8
Payment 205	\$11,640.35	\$1,171.18	\$10,469.17	\$386,542.
Payment 206	\$11,640.35	\$1,140.30	\$10,500.05	\$376,042.
Payment 207	\$11,640.35	\$1,109.33	\$10,531.02	\$365,511.0
Payment 208	\$11,640.35	\$1,078.26	\$10,562.09	\$354,949.
Payment 209	\$11,640.35	\$1,047.10	\$10,593.25	\$344,356.
Payment 210	\$11,640.35	\$1,015.85	\$10,624.50	\$333,731.
Payment 211	\$11,640.35	\$984.51	\$10,655.84	\$323,075.
Payment 212	\$11,640.35	\$953.07	\$10,687.28	\$312,388.
Payment 213	\$11,640.35	\$921.55	\$10,718.80	\$301,669.
Payment 214	\$11,640.35	\$889.93	\$10,750.42	\$290,919.
Payment 215	\$11,640.35	\$858.21	\$10,782.14	\$280,137.
Payment 216	\$11,640.35	\$826.41	\$10,813.94	\$269,323.
Payment 217	\$11,640.35	\$794.50	\$10,845.85	\$258,477.
Payment 218	\$11,640.35	\$762.51	\$10,877.84	\$247,599.

Grand Total	\$2,000,000.00	\$2,793,682.33	\$793,682.33	\$2,000,000.00	\$0.00
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**CITY COUNCIL MEETING**

**AGENDA ITEM IV**



**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
*City Council Meeting, 2 April 2018*

**From:** Kevin LaChapelle, Fire Chief/Emergency Management Director

**Subject:** FIRE STATION GENERATOR REPLACEMENT

For the Franklin City Council to consider allowing the City Manager to sign all documents associated with processing and receiving Emergency Management Performance Grants (EMPG) that will fund the replacement of the emergency generator at the fire station.

**Recommending motion #1:**

1. Councilor moves: "I move the Franklin City Council authorize the City Manager to sign all documents needed to process the Emergency Management Performance Grant for the replacement of the emergency generator at the fire station."
2. Mayor asks a second, discussion, and calls the vote.

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**Background:**

The fire station generator was installed in 1971. Through the years the electrical load and demand of the station have drastically changed finding the generator in dire need of replacement. In recent years, approximately \$5,000 of damaged was caused to the boiler motors due to electrical surge when the station generator was operating under electrical load. The city's generator maintenance contractor has highly suggested replacement of the generator and associated electrical equipment.

Chief LaChapelle has been working closely with city staff, the electrical/generator contractor and Homeland Security staff to craft a plan for immediate replacement of the generator and associated electrical equipment.

**Fiscal Impact:**

The overall cost of this project is an estimated \$50,000. The project will be fully funded by Homeland Security EMPG funds. There is a soft match portion of this grant that will be set forth by the city. This is a priority project for NH Homeland Security and is expected to receive funding in the near future after all documents are submitted.

**Alternatives:**

Without Homeland Security funds, this project would be presented to the City Council requesting that it be fully funded by the city.

**CITY COUNCIL MEETING**  
**AGENDA ITEM VII**



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

February 26, 2018

**From:** Judie Milner – Acting City Manager

**Subject:** City Council to consider approving the mutual rescission and release agreement and setting a public hearing for \$3,500 Payment in Lieu of Taxes agreement (PILOT) for the Industrial Park Drive Solar project

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### Motions:

#### **March 5, 2018**

- 1) Councilor moves, "I move the Franklin City Council approve the mutual rescission and release agreement with Industrial Park Drive Solar, LLC and authorize the Acting City Manager to sign the agreement on behalf of the City".

Mayor calls for a second, discussion, and vote.

- 2) Councilor moves, "I move the Franklin City Council set a public hearing for April 2, 2018 at 6pm to consider a PILOT agreement for Industrial Park Drive Solar".

Mayor calls for a second, discussion, and vote.

#### **April 2, 2018**

Councilor moves, "I move the Franklin City Council approve the PILOT agreement for Industrial Park Drive Solar and authorize the Acting City Manager to sign the agreement on behalf of the City."

Mayor calls for a second, discussion, and vote.

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### Discussion:

#### **Background - Former Manager Dragon's CAR from the Sept 5, 2017 meeting**

In 2015, the City Council approved a PILOT for \$3,500 as one of the five solar projects contemplated at that time. However, the PILOT expired at the end of one

*Franklin - The Three Rivers City*

year. A new PILOT was contemplated in 2016 but did not move forward because the projects were stalled. The developers continued to reference issues with net metering caps at the state level.

The solar projects proposed on city land and negotiated as one package with a power purchase agreement did not move forward. Therefore, the city has received no lease revenue. I have been speaking with the city attorney to make sure we do whatever is necessary to legally document it has been two years and the terms of these lease agreements were never acted upon.

Neo Solar Power (NSP) purchased the solar project on Industrial Park Drive to be built on private property owned by Stan Weglarz. They also assumed the city power purchase agreement. However, the city power purchase agreement was negotiated as a whole with the other solar projects on city leased land. The negotiations and final agreement- used the lease revenue and pilot revenue to offset any potential cost differential in electricity rates over the 20yr agreement. Since the other projects have not moved forward it did not make financial sense for the city to purchase power from this one private project on Industrial park drive.

Neo Solar Power was unaware that the power purchase agreement was negotiated as one piece of a whole package. At our second meeting, they agreed to look for other off takers (purchasers) of the power instead of pursuing the city power purchase agreement. They are only requesting the agreed upon \$3,500 PILOT agreement.

Since they assumed the city PPA, I have asked that they provide something in writing documenting our verbal agreement that they would seek other off takers for the power and not pursue the city PPA.

RSA 72:74 Payment in Lieu of Taxes. Requires the governing body of the municipality to hold a public hearing before entering into a voluntary agreement. Since the original approval tied all the projects together, it is necessary to hold another public hearing for this one project.

I recommend the council schedule the public hearing and approve the proposed PILOT agreement as long as we are provided documentation confirming they are not pursuing the city PPA issue with the city.

### **New Information for March 5, 2018 City Council Meeting**

Since this item was pulled from the agenda in September because it wasn't ready for approval, the City Solicitors office has been working diligently examining the sales and transfer agreements between Neosolar (the new owners of the Industrial Park Drive Solar LLC) and the former owners to produce a rescission and release agreement which protects both the City and Neosolar.

Martin Chen and David Wang of Neosolar have been very forthright and even shared documents that are proprietary in nature to assist in the process. The attached agreement was produced by Attorney Fitzgerald's office and approved by Neosolar. This agreement completely voids the power purchase agreement (PPA) entered into by the City and any assignments of that agreement. This paves the way so the other 5

projects that are being built on City property by Solar Garden and or Blue Planet will generate lease and PILOT revenue and not be subject to a PPA agreement with the City. Andrew Kellar (Solar Garden) has confirmed this understanding. Neosolar is asking for the original PILOT agreement to be readopted for the project.

**Attachments:**

Mutual Rescission and Release Agreement

Approved PILOT agreement from 2015



**RSA 72:74**

I. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, after a duly noticed public hearing, enter into a voluntary agreement to make a payment in lieu of taxes. A lessee of a renewable generation facility which is responsible for the payment of taxes on the facility may also enter into a voluntary agreement with the municipality in which the facility is located to make a payment in lieu of taxes, provided the lessee shall send by certified mail to the lessor written notice which shall state that the property of the lessor may be subject to RSA 80 should the lessee fail to make the payments required by the agreement. A copy of such notice shall be provided to the municipality in which the facility is located.

II. A renewable generation facility subject to a voluntary agreement to make a payment in lieu of taxes under this section shall be subject to the laws governing the utility property tax under RSA 83-F. Payments made pursuant to such agreement shall satisfy any tax liability relative to the renewable generation facility that otherwise exists under RSA 72. The payment in lieu of taxes shall be equalized under RSA 21-J:3, XIII in the same manner as other payments in lieu of taxes. In the absence of a payment in lieu of taxes agreement, the renewable generation facility shall be subject to taxation under RSA 72.

III. If a municipality that contains more than one school district receives a payment in lieu of taxes under this section, the proceeds shall be prorated to the districts in the same manner as local taxes are prorated to the districts, or in the case of a cooperative school district between the city or town and pre-existing school district.

IV. The collection procedures in RSA 80 shall be used to enforce a voluntary agreement to make a payment in lieu of taxes authorized by this section.

V. If a municipality enters into a voluntary payment in lieu of taxes agreement with an owner, or a lessee responsible for payment of taxes, of a renewable generation facility, the municipality, upon the request of the owner, or a lessee responsible for payment of taxes, of any other renewable generation facility located within the municipality, shall offer a comparable agreement to the owner or lessee of such facility.

VI. Except as provided in paragraph VII, no voluntary agreement entered into under this section shall be valid for more than 5 years; however, any such agreement may be renewed or amended and restated for any number of consecutive periods of 5 years or less.

VII. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may agree to a term exceeding 5 years if such term is necessary for the financing of the project or is otherwise advantageous to both parties and both parties agree to such term.

Alternatives: Do not approve the Pilot agreement and tax the project at full value

PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN  
THE CITY OF FRANKLIN AND INDUSTRIAL PARK DRIVE SOLAR, LLC

This Payment in Lieu of taxes (PILOT) Agreement (hereafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("City") and Industrial Park Drive Solar, LLC ("IPDS"), a New Hampshire limited liability company with a business address at 21 Madbury Road, Durham, NH 03824.

**Background**

IPDS seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 82, Lot 408-00 in Franklin, NH, and expects the final installed Nameplate Capacity to be approximately 1.226 megawatts (MW). For the purposes of this Agreement, the term "Nameplate Capacity" shall mean the sum of all of the nameplate capacities for the total solar inverters installed and operating at the Facility. Once the project has reached commercial operation, defined below, the parties will sign a letter amendment to this Agreement specifying the actual Nameplate Capacity of the Facility (if applicable).

The Facility will be built on land leased by IPDS, identified on City tax maps as tax parcels (insert by City).

Under its lease agreements with landowners, IPDS will be responsible for the payment of local ad valorem real estate taxes on Facility structures and other 2 improvements under NHRSA Chapter 72 (but not for taxes on the value of the underlying land, which will continue to be the landowners' responsibility).

The Facility will be a "renewable generation facility", as defined in NHRSA §72:73 and NHRSA §374-F:3, V(f)(3). Under NHRSA §72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, enter into a voluntary agreement to make payments in lieu of taxes ("PILOT").

IPDS and the City desire to enter into such a PILOT agreement under NHRSA §72:74.

NOW THEREFORE, the parties hereto agree as follows:

**Terms and Conditions**

1. Payments in Lieu of Taxes. IPDS will make payments in lieu of taxes to the City for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all city, county, and local school district taxes.

2. Term. Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the City and IPDS. Accordingly, the term of this Agreement shall be 21 (twenty-one) years, beginning with a "transition tax year" described in Section 4 below and continuing thereafter for 20 additional years (the "Operating Term") as described in Section 5 below. If the Facility fails to achieve commercial operation by December 31, 2019, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have occurred once (a) the solar power electric generating facility has been commissioned and accepted by IPDS in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) IPDS has commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which IPDS commences energy sales on a commercial basis shall be deemed the "Commercial Operation Date." IPDS shall give the City written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. Transition Tax Year Payment. The tax year in which the Facility achieves commercial operation (the "Transition Tax Year") shall be the first tax year covered by this Agreement. Recognizing that construction of the Facility may not have commenced (or that if construction has commenced that the Facility is likely to be only partially constructed) as of April 1 of said Transition Tax Year, and that IPDS's revenues for said tax year may be non-existent or minimal, the PILOT payment for said Transition Tax Year will be based on the following formula, calculated as of the Commercial Operation Date:

$(\text{Nameplate Capacity}) \times (\text{days left in Transition Tax Year}/365) \times (\text{first year PILOT rate}) \times 0.5$

For example, if Nameplate Capacity is 1.2 MW and commercial operation is reached on September 1, the Transition Tax Year payment would be calculated as:

$$(1.2 \times (211/365) \times \$3,500) \times .5 = \$1,213.87$$

The Transition Tax Year Payment will be made within ninety (90) days of the Commercial Operation Date.

4. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 5 below, annual PILOT payments to the City for the 20-year Operating Term shall begin at the rate of \$3,500 per megawatt of Nameplate Capacity, in the tax year that begins on April 1 following the commercial operation date.

If the Facility's actual Commercial Operation Date occurs after March 31, 2019, then the schedule of annual PILOT payments during the Operating Term covered by this Section 4 will be amended to reflect that the first year of the Operating Term will be the tax year following the tax year in which commercial operation begins.

5. Potential Adjustment of PILOT Payments.

(a) Increase in Capacity. In the event that some or all of the Facilities increase in the nameplate capacity during the term of the Agreement in such a way as to increase the Facility's total capacity, then PILOT payments beginning in the next tax year will be adjusted upwards.

(b) Reduction in Capacity. If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced (due to causes beyond IPDS's control) from the previous tax year due to: (i) damage caused by natural forces, (ii) operational restrictions caused by a change in law, regulation, ordinance, or industry management standards, (iii) decommissioning and removal of inverters, or (iv) the permanent cessation of the Facility's operations, then the PILOT payment will be adjusted downward based on the total actual installed and operating Nameplate Capacity after the reduction in capacity, or in the case of clause (iv) above, this Agreement will terminate.

6. Payment of Amounts Due. Other than the Construction Period payments and the Transition Tax Year Payment, which shall be made as set forth in Section 3 above, IPDS shall make the PILOT payments due hereunder for any given tax year in the Operating Term to the City in two equal installments, at the City Tax Collector's office, on July 1<sup>st</sup> and December 1<sup>st</sup>.

7. Non-Payment. Non-payment of any payment due the City shall constitute a default. Notice of non-payment or any other default shall be provided to IPDS (and to IPDS's Lender, as further specified in Section 8 below), in the manner and at the address provided for Notices in Section 12 of this Agreement. IPDS shall have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the City may commence an action to collect any non-payment under RSA 80:50, seek specific performance of a non-monetary default or proceed against the real estate under RSA 80:58-80. It shall not be a defense to such a proceeding that IPDS is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

8. Lender's Right to Cure. The City shall send a copy of any notice of default sent to IPDS to IPDS's Lender by certified mail at the same time such notice is sent to IPDS, and no such notice of default to IPDS shall be effective unless and until a copy of such notice has been delivered to IPDS's Lender. IPDS's Lender shall have the same time and rights to cure any default as IPDS, and the City shall accept a cure by IPDS's Lender as if such cure had been made by IPDS. IPDS shall provide written notice to the City as to the name and address of IPDS's Lender for such notices to be sent.

9. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA

Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

10. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the City: City of Franklin, 316 Central St, Franklin, NH 03235

For Industrial Park Drive Solar, LLC, 21 Madbury Road, Durham, NH 03824

For Industrial Park Drive Solar's Lender: NSP System Nevada Holding Corp

with a copy to: Richard Cogen, Nixon Peabody LLP, 437 Madison Avenue, New York, NY, 10022-7039

In the event of a change in the address of any party listed above, the responsible signatory (IPDS in the case of itself, its Lender and/or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

11. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. In the event any term of this Agreement or the application of any such term shall be held invalid by any court having jurisdiction, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

(b) The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

(c) IPDS shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. IPDS shall provide written notice to the City of any sale, transfer, or assignment not less than 30 days prior to such sale, transfer or assignment taking effect.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

City of Franklin, NH

By: \_\_\_\_\_

Name: Judie Milner

Title: Acting City Manager

Industrial Park Drive Solar, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY COUNCIL MEETING**

**AGENDA ITEM VIII**



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

*April 2, 2018 City Council Meeting*

**Subject:** City Council to consider the granting of a Discretionary Preservation Easement for 916 South Main Street. Hammond/Tomaszewski Owners, Map 104, Lot 002-00.

---

### **Suggested Motions:**

#### **April 2, 2018**

Councilor moves, "I move that the Franklin City Council schedule a Public Hearing on Monday, May 7, 2018 beginning at 6:00 p.m. in the Council Chambers, Franklin City Hall concerning a Discretionary Preservation Easements application for 916 South Main Street."

Mayor calls for a second, discussion and vote.

#### **May 7, 2018**

Councilor moves: "I move that the Franklin City Council approves the application for a Discretionary Preservation Easement at 916 South Main Street Tax Map #104, Lot# 002-00."

OR

"I move that the Franklin City Council denies the application for a Discretionary Preservation Easement at 916 South Main Street Tax Map #104, Lot# 002-00."

Mayor calls for a second, discussion and vote.

---

**Discussion:** This is a renewal of an expiring 10 year easement previously approved by the City Council at 25% reduction in value. Please see attached application and documents from the City's assessors, Avitar & Associates. The procedure requires a public hearing to be scheduled and then after the public hearing a decision can be made by the Council.

**Attachments/Exhibits:** Draft 10 year Discretionary Preservation Easement Agreement, Avitar Associates recommendation, Easement application and documents, RSA 79-D

**DISCRETIONARY PRESERVATION  
EASEMENT AGREEMENT**

**KNOW ALL BY THESE PRESENTS** that Leland J Hammond and Nita E Tomaszewski, joint tenants of the Abigail Webster Homestead of 916 South Main Street, City of Franklin, County of Merrimack, and the State of New Hampshire, (hereinafter "Grantor") for consideration of paid grants to the City of Franklin, of 316 Central Street, Franklin, County of Merrimack and the State of New Hampshire (hereinafter "Grantee") a discretionary preservation easement for an historic agricultural structure, located at 916 South Main Street, City of Franklin, County of Merrimack, and the State of New Hampshire, and described as follows:

This easement shall be for the preservation of two barns and attached ell, which is of English Style construction, which was built in the 1800's, having a total ground area of approximately fifty eight hundred ninety seven (5897.) square feet. The local tax map and lot number(s) for the land and the historic agriculture structure being classified is, book 104, lot # 002-00. This easement also includes the land necessary for the function of the barns.

For title purposes, please see deed from Andrew W. Tomaszewski to Nita E. Tomaszewski, dated November 25, 2002, and recorded at the Merrimack County Registry of Deeds at Book 2433, Page 1615.

Grantor agrees to maintain this barn in keeping with its historic integrity an character during the term of this easement to preserve its public benefit under RSA 79D: 3 and to further the purpose of RSA Ch. 79-D

In the event that the barn is destroyed by fire, storm or other unforeseen circumstances not within the control of the Grantor, this preservation shall be released without penalty in accordance with N.H. RSA -D 8,V. However, if the Grantor shall fail to maintain the structure in conformity with this agreement, or shall cause the structure to significantly deteriorate or be demolished or removed, this preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D: 8, I (a) and (b).

Under the guidelines of N.H. RSA 79-D: 7 the method of assessment for discretionary preservation easement structure shall fall within the range of between seventy-five (75%) percent and twenty-five (25%) percent. The local governing body has determined, through application of the criteria set forth in RSA 79- D; 3,II and in the guidelines of the New Hampshire Historic Agricultural Structures Advisory Committee, That Grantee will allow for a 25% decrease in assessment of the barn and the land necessary for the function of the building for the duration of this easement "to encourage the preservation of historic agricultural structures and prevent the loss of historic agricultural structures due to property taxation at values incompatible with their preservation." N.H. RSA 79-D: 1. This percentage off is multiplied by the full value assessment of the qualifying structure and land.



This easement shall be in effect for a period of ten (10) tax years starting with the 2018 tax year. Upon the expiration of the terms of this discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application.

This easement constitutes a burden upon the above real property of Grantor and shall bind all transfers and assignees of such property. This easement shall not be assigned, transferred, or released by the municipality without the consent of the owner, except as provided in RSA 79-D: 8.

In witness whereof, Grantor has set forth its hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Leland J. Hammond  
Nita E. Tomaszewski

By: \_\_\_\_\_


By: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public  
My Commissions Expires:

In witness whereof, Grantee of the City of Franklin has set forth its hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Franklin  
By its City Counsel



# ***Avitar Associates of New England, Inc.***

***A Municipal Services Company***

February 20, 2018

City of Franklin  
Deb Ryba, Assessing Technician  
316 Central Street  
Franklin, NH 03235

RECEIVED

MAR - 5 2018

**Re: Discretionary Preservation Easement -- Hammond/Tomaszewski**

Dear Deb:

CITY ASSESSORS OFFICE

Nita Tomaszewski & Leland Hammond have submitted an application for a Discretionary Preservation Easement pursuant to RSA 79-D for a 34' by 50' barn and an attached 38' by 34' barn. This application is a renewal of an original application approved by the City in 2008.

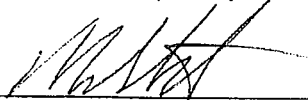
As background, this law was created with the intent of providing for a means of encouraging preservation of historic agricultural structures by the acquisition of discretionary preservation easements by town or city governments to assure preservation of such structures which provide a demonstrated public benefit. In order to qualify, pursuant to RSA 79-D:3, II, *A discretionary preservation easement shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:*

- (a) There is scenic enjoyment of the structure by the general public from a public way or from public waters.*
- (b) The structure is historically important on a local, regional, state, or national level, either independently or within an historic district.*
- (c) The structure's physical or aesthetic features contribute to the historic or cultural integrity of a property listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or locally designated historic district.*

The structures included in this application are adjacent to and clearly visible from South Main Street (US Route 3). The documentation provided with the application identifies the property as once being owned by Abigail Webster, the older sister of Daniel Webster. This documentation also provides a brief history of the buildings and indicates that they date back to the late 1790's. Based on the information provided and based on my inspection of the property on February 16, 2018, I recommend that this application and the associated Discretionary Preservation Easement Agreement be approved. I also recommend that a land area extending approximately 10 feet beyond the footprint of the buildings be included in the easement.

Please feel free to contact me, should you have any questions.

Very Truly Yours,



**Mark Stetson, CNHA**  
**Assessor Supervisor**

MS/sjc

FORM

PA-36

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

## DISCRETIONARY EASEMENT APPLICATION

## STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME	TOMASZEWSKI		FIRST NAME	Nita
	LAST NAME	Hammond		FIRST NAME	Leland
	STREET ADDRESS				
	916 So. Main St				
	ADDRESS (CONTINUED)				
TOWN/CITY		STATE		ZIP CODE	
Franklin		NH		0323--	

## STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET				
	916 South Main St				
	TOWN/CITY			COUNTY	
	Franklin			Merrimack	
	NUMBER OF ACRES IN PARCEL		NUMBER OF ACRES IN REQUESTED EASEMENT		
	1.79				
MAP #	LOT #	BOOK #	PAGE #		
104	002-00	2433	1615		
CHECK ONE: <input type="checkbox"/> Original Application <input checked="" type="checkbox"/> Renewal				TAX YEAR	
				2018	

## STEP 3 REASON FOR DISCRETIONARY EASEMENT APPLICATION

<input type="checkbox"/> Preservation of a Golf Course	<input type="checkbox"/> Preservation of an airport	<input type="checkbox"/> Preservation of Open Space
<input type="checkbox"/> Preservation of land for outdoor recreation by/or for the education of the general public		
Description of Public Benefit:		
See attached narrative		
5,897 square feet Subject to easement		

## STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
Nita E. TOMASZEWSKI	Nita E. Tomaszewski	2/16/2018
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
Leland J. HAMMOND	Leland J. Hammond	2/16/2018
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**  
 (CONTINUED)

**STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS**

<input checked="" type="checkbox"/> APPROVED	Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials.
<input type="checkbox"/> DENIED	
Comments:	

**STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS**

TYPE OR PRINT NAME (in black ink) <i>Loren Martin</i>	SIGNATURE (in black ink) <i>Loren Martin</i>	DATE <i>2-25-18</i>
TYPE OR PRINT NAME (in black ink) <i>Mark Stetson</i>	SIGNATURE (in black ink) <i>Mark Stetson</i>	DATE <i>2/26/18</i>
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

**STEP 7 DOCUMENTATION**

Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------



## The Abigail Webster House and Barns

This is the opening Statement on the page for the application of the Discretionary Preservation Easement:

Like many Historic barns in New Hampshire, this centuries --old barn rest quietly at the crossroads:

Will it be saved from oblivion?

Or will it disappear from the New Hampshire landscape forever?

### History – The First Hundred Years

Abigail Webster was the older sister of Daniel Webster. She was born on February 8, 1778 and died December 13, 1805. Her husband, William Haddock was born in 1769 in Haverhill, mass. Previous to 1794 he built what is now known as the Webster/Tay House; also known as the Webster Mansion House. Its current use services as the Franklin Historical Society House. Mr. Haddock was a farmer and a currier. In 1797 he owned and operated a tannery at Punch Brook. In 1800 he exchanged the house (Webster Mansion) for the Ebenezer's Tavern that stood on the current land of the Abigail Webster Homestead.

The original footprint of the property consisted of the main house; horse carriage, sheds, ell and one barn. Probably there had been many outbuildings that have been long lost. Under the northern most barns there are one or two rock foundations that look like small sheds or pig pens? Recently, while doing some repairs we pulled out some old bottles. Sometime during the 1800's the Tavern was sold and moved. The carriage barn that was associated with the Tavern was moved and attached to the North end of the Abigail Webster Homestead complex. Or so, I have been told by local historians of the past.

An Interesting design element of these barns is that they are known as English style barns. That is that the opening (barn doors are located in the center of the barn) vs. a New England design (where the barn doors are located on the ends of the structure). The footprint in typical New England as there is a main house, an out Kitchen/ell and connected barns. However, what is unusual is that pre 1820 the barns usually faced away from the main road (most likely seeking a Southern exposure) and historically not connected. Post 1830 the barns the barns start to be facing the main road and are connected. This fundamental change in rural architectural planning indicates was relinquishing a nature-directed life style in favor of a more road-directed, town-oriented way of life. This anomaly can be explained:

- The railroad came in about 1840 and intersected the farm. The ell, carriage shed and first barn were moved. At that time more than likely the barn became an attached structure, from a southern exposure to facing the road.
- The second barn was moved circa 1880 and attached. Again this was moved to face the road and not a Southern expose. Thus, forming the current footprint.

### History – The Second Hundred Years

The house and barn structures passed in ownership to the early part of the Twentieth Century to Clyde brown, who not only owned the Abigail Webster House but many other properties in the immediate area. Mr. Brown was responsible for establishing a very well-known antique shop at the Abigail Webster Homestead, with clientele from New York city and Boston. He was also responsible for the relocation of the Rumford House from Concord to Franklin adjacent to the Abigail Webster Homestead. Mr. Brown was on the Board of Director of the Franklin Savings Bank which he played a major role in the development of Franklin in the year part of last century.

The Hatch's and the Beaver's bought the house and turned the house into a very important restaurant, in the mid-thirties and forties. It was known for catering too many of the Presidential Primaries functions. There are numerous photos of Presidential candidates at the house or posing in front of the "famous "large American flag, which flew between the large Elm Trees in front of the house.

Since the house was primarily a business for most of the century, very little "harm" has been done to any of the structures in the name of "modernization".

### The Public Benefit

There is scenic enjoyment of this structure as it is situated along Route 3, coming from the South into Franklin. This part of the old "Lower Village" has been called the gateway into Franklin. In this small area is the landmark of the old fort of "Stevenstown", Daniel Webster's Elm Farm, The Orphans Home (current use is the Farnum Center) the Landmark of the

scalping of "Sarah Call" and the famous "Pulpit Rock".

There is historic importance of the area on local, state and National level for the reasons stated above. The structure is of interest, as the English barn style is not often found and is as sound of a condition as these barns are in.

## Structure

The structural framing for all nineteenth to twentieth century barns was heavy timber, mortise- and-tension system. These barns are constructed from both hewn and sawn timbers, but generally the barns have hewn timbers. There are some replacement timbers that are sawn. These barns both display an older system of flared or gunstock posts. The major rafting, minor-purlin roof framing is still in existence today.

First barn to the North is 50ft. in the front with a depth of 34 ft.. Middle barn is 38 ft. wide and 33 ft. in depth. The total square footage is approximately 2954 sq. ft.

## Current Condition

The floorboards, supporting rock walls and timbers are in excellent condition. Much of the original hardware for the doors and windows are in place and has been brought up to working condition. The current condition reflects the work that had been done to the barns over the last 10 years to preserve and keep these historic barns. A supporting sill was replaced in the middle barn with a hand hewn hemlock. In fact most of the sills for both barns have now been replace or repaired. What once was critical was the roofing situation is now stabilized with metal roofing over all the structures. Lightning rods have been added as an added precaution.

Gutters have been added to the ell to channel water from pooling from under the barn creating a damp environment causing rot. These gutters had to be designed and custom fitted.

Although some of the doors and window have painted, caulked and rotting wood replaced. There is considerable rot on the North barn, East side fascia board next to the roof line. The East is yet to be done. This side is still sound but it needs complete restoration for the clapboards and painting, plus a rebuild of a door. What we could do ourselves, as we get older makes now rely on hiring help.

## The Plan

The plan is the on-going maintenance and to devote the next few years to the East side. The estimated cost for us to invest in the East Side for both barns would be about a \$10,000. That does not include the general upkeep of the barns with no unforeseen expense. You will find a sample of the purposed easement with my application for your consideration.

### References:

Big House, Little house, Back House, Barn  
"The Connected Farm Buildings of New England"  
By: Thomas C. Hubka  
University Press of New London  
Hanover and London

History of Salisbury, New Hampshire  
From Date of Settlement to Present Time (1890)  
Collated By:  
John J. Dearborn  
Higginson Book Company  
Salem, Massachusetts

Renovating barns, Sheds& Outbuildings  
By: Nick Engler  
Storey Books  
Pownal, Vermont








# SatelliteViews

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**Note:** This free street level "Find My House" service is available for addresses in the USA, Canada, France, Germany, Italy, Spain, Japan, Australia, and New Zealand. Additional countries will be added as Google Maps launches in other countries.

Example USA entry: 1234 MyStreet, MyCity, MyState Zipcode

Fizber Street View allows visitors to view and navigate street level imagery. It's almost like walking down the actual street!

↓ Tick marks zoom in and out.

Map-Satellite-Hybrid selects view.





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## Satellite View of My House

Note: This free street level "Find My House" service is available for addresses in the USA, Canada, France, Germany, Italy, Spain, Japan, Australia, and New Zealand. Additional countries will be added as Google Maps launches in other countries.

Example USA entry: 1234 MyStreet, MyCity, MyState Zipcode

916 So Main St Franklin NH

Go!

Fizber Street View allows visitors to view and navigate street level imagery. It's almost like walking down the actual street!

↓ Tick marks zoom in and out.

Map-Satellite-Hybrid selects view.



- A North Barn
- B Central Barn
- C Ell

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AID=/20171224/NEWHAMPSHIRE05/171219249)

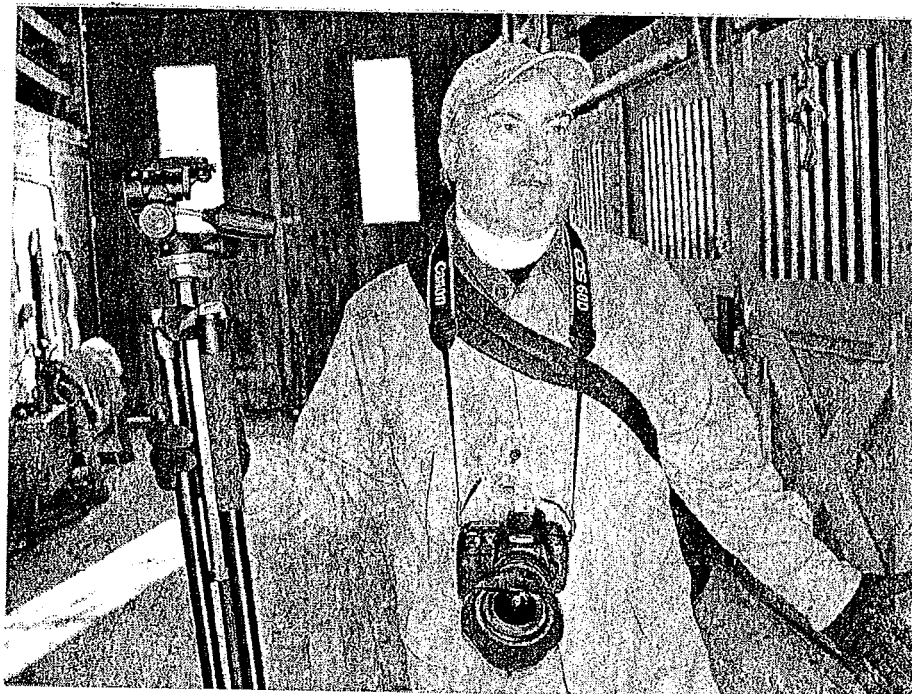


(/apps/pbcs.dll/article?AID=/20171224/NEWHAMPSHIRE05/171219249&template=printart)

## Historic barns connect NH to its rural past

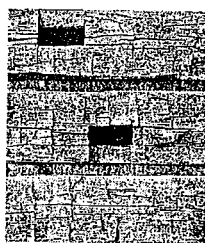
BY BEA LEWIS

SUNDAY NEWS CORRESPONDENT December 23, 2017 5:33PM (/apps/pbcs.dll/search?Category=SEARCH&q=&StartDate=20171224)



(/storyimage/UL/20171224/NEWHAMPSHIRE05/171219249/AR/0/AR-171219249.jpg?q=60)

Rick Kipphut talks about the historical and cultural significance of agricultural buildings in New Hampshire as he prepares to photograph the architectural features of a Center Harbor barn. (Bea Lewis photos/Sunday News Correspondent)



(/storyimage/UL/20171224/NEWHAMPSHIRE05/171219249/AR/1/AR-171219249.jpg?q=60)

Hand-hewn beams with mortises are key components of many of the early barns built in New Hampshire and construction

**CENTER HARBOR** — As family farms continue to fade, a Lakes Region group is determined to identify and preserve historic barns that once stood at the heart of agrarian life here.

The Center Harbor Heritage Commission has partnered with volunteer Rick Kipphut to document every barn 50 years or older in town. The project is a joint effort with the New Hampshire Preservation Alliance's "52 Weeks" campaign to increase awareness of the need to preserve these symbols of the state's rural roots.

Farmers built barns to shelter livestock and store hay and harvest. The structures evoke a sense of tradition and permanence, and embody the close connection the

Wrangler  
LONG LIVE COWBOYS



SHOP NOW

Wrangler  
LONG LIVE COWBOYS



SHOP NOW

MOST POPULAR ARTICLES

Today

48 Hours

Fireball lights up night sky over New England  
(/Fireball-lights-up-night-sky-over-New-England)

**techniques and materials provide important clues as to their age. (Bea Lewis/Sunday New Correspondent)**

people who built them and worked in them had to the land, said Kipphut. He has surveyed 15 barns in Center Harbor already, has 20 more on his list and is on the hunt for more.

Recently, Kipphut documented the circa 1876 Longwood Farm barn on Route 25, next door to Camp Restaurant. It once housed a prize-winning herd of Guernsey cattle owned by Edward Sereno Dane. Kipphut also surveyed the 1903 Keewaydin dairy barn on Route 25B, a landmark that stands out for its unusual tile silo.

After making contact with barn owners via postcard, Kipphut makes arrangements to visit the property. On average, he spends three to four hours at a barn, making notes and occasionally answering questions the present owner might have about its construction, use or history. Sometimes Kipphut is on the receiving end of information as owners regale him with their barn's provenance and providence through generations. "People have been very gracious. They are connected to their barns, their history, and are proud of them," Kipphut said.

During the survey, Kipphut fills out a farm reconnaissance inventory that documents construction materials and features. He photographs each barn inside and out and the pictures are digitally embedded in the completed report, which is shared with the property owner and will be added to Center Harbor's "Cultural and Historical Resources Inventory" as part of the update of the town's master plan.

Kipphut also informs owners as to the resources available to help maintain their historic barn.

Signed into law in 2002, RSA 79-D authorizes municipalities to grant property tax relief to barn owners who can demonstrate the public benefit of preserving the structure and who agree to sustain it for a minimum of 10 years.

Kipphut graduated with a master's degree in historic preservation from Plymouth State University in May. He came to historic preservation late in life after teaching business at Quinnipiac University.

When he's not working as a staff member in the library at PSU, he puts his research skills to work, researching barns.

"Everything is online when it comes to deed research. It's very helpful," he said.

Before taking on the Center Harbor project, Kipphut surveyed the massive barn that is now home to one of the North Country's most popular tourist spots and eateries, Polly's Pancake Parlor in Sugar Hill.

Property owners Kathie and Dennis Cote approached selectmen with information from the survey and were able to prove the public benefit of preserving the circa 1886 structure. Following a public hearing, the couple was granted a tax break.

"It not only safeguards a historic structure but a shared landscape resource," Kipphut said of RSA 79-D.

On a recent Saturday as he set up a camera and tripod, Kipphut said barns

At the post office, no pictures of Presidents allowed (/news/at-the-post-office-no-pictures-of-presidents-allowed--20171227)

Vt. man accused of paying \$200 to arrange sex with girl (/Vt.-man-accused-of-paying-\$200-to-arrange-sex-with-girl)

Attorney General: State should keep \$2,361 taken from Rochester drug suspect who hasn't been charged (/crime/ag-state-should-keep-2361-taken-from-rochester-drug-suspect-who-hasnt-been-charged-20171226)

**Laconia mom settles with GM over failed airbag**  
(/Laconia-mom-settles-with-GM-over-failed-airbag)

(http://www.newhamphshire.com/section.  
(http://loggingapi.spingo.com/v1/link?url=h  
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27

1:00



## Workout with WHIM

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(<http://www.newhampshire.com/section/pa>)



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Seacoast Science Center  
(<http://www.newhampshire.com/section/nr>)



## "enso" Art Exhibit - Brian Cartier

CABONNAY Winehouse F  
(http://www.newhampshire.com/section/ne  
4:00



**"enso" Art Exhibit -  
Brian Cartier**

CABONNAY Winehouse F  
(http://www.newhampshire.com/section/n  
4:30



## Gift of Lights

are so much more than a nostalgic remnant of a bygone era. They are a slice of history that's uniquely New Hampshire and worth appreciating, he said. The landmark structures not only make the past present, they reflect changing farming practices, construction techniques and technologies. The cultural value of a barn can't be considered in isolation, Kipphut said. Many are intimately connected with the families who built them and are intertwined with the surrounding community.

Weathered wood siding, a grand cupola, cut granite blocks, hand-hewn beams, mortise and tenon joinery, plank flooring scarred by decades of use — it all contributes to the special character of a barn.

A barn crowded by suburbs is not a barn in the same sense as a barn in its natural setting, amid other farm buildings, or so says Kipphut. He gestures across the street where off in the distance a barn stands handsomely with a forest behind and a pond in front.

Preservation of barns can't be divorced from preservation of the setting, he explains.

As part of his work, Kipphut climbs hayloft ladders and navigates steep narrow staircases, photographing every detail. He revels in unique features, a hay trolley, the telltale marks of a draw knife on hewn beams, square hand-forged nails. Each detail is a clue as to the age and history of the barn, he says.

If you own an old barn and would like additional information or would like to participate in the survey, you can contact Rick Kipphut at 726-0925 or via email at [researchthepast@gmail.com](mailto:researchthepast@gmail.com). There is no cost.

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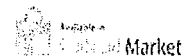
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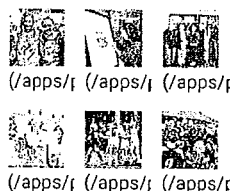
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# TITLE V TAXATION

## CHAPTER 79-D DISCRETIONARY PRESERVATION EASEMENTS

### Section 79-D:1

**79-D:1 Declaration of Public Interest.** – It is hereby declared to be in the public interest to encourage the preservation of historic agricultural structures which are potentially subject to decay or demolition, thus maintaining the historic rural character of the state's landscape, sustaining agricultural traditions, and providing an attractive scenic environment for work and recreation of the state's citizens and visitors. It is further declared to be in the public interest to prevent the loss of historic agricultural structures due to property taxation at values incompatible with their preservation. The means for encouraging preservation of historic agricultural structures authorized by this chapter is the acquisition of discretionary preservation easements by town or city governments to assure preservation of such structures which provide a demonstrated public benefit.

**Source.** 2002, 86:1, eff. July 2, 2002.

### Section 79-D:2

#### **79-D:2 Definitions.** –

In this chapter:

- I. "Discretionary preservation easement" means a preservation easement of an historic agricultural structure, including the land necessary for the function of the building, granted to a city or town for a term of 10 or more years.
- II. "Public benefit" shall have the meaning described in RSA 79-D:3, II.
- III. "Historic agricultural structure" means a barn or other structure, including the land necessary for the function of the building, currently or formerly used for agricultural purposes and as further defined by the advisory committee established under RSA 227-C:29.

**Source.** 2002, 86:1, eff. July 2, 2002.

### Section 79-D:3

#### **79-D:3 Qualifying Structures.** –

- I. Any owner of an historic agricultural structure who wishes to maintain the structure in a use consistent with the purposes of this chapter may apply to the governing body of the municipality in which the property is located to convey a discretionary preservation easement to the municipality.
- II. A discretionary preservation easement shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:
  - (a) There is scenic enjoyment of the structure by the general public from a public way or from public waters.
  - (b) The structure is historically important on a local, regional, state, or national level, either

independently or within an historic district.

(c) The structure's physical or aesthetic features contribute to the historic or cultural integrity of a property listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or locally designated historic district.

III. In determining whether an historic agricultural structure demonstrates the necessary public benefit to qualify for a discretionary preservation easement, the governing body shall have reference to guidelines adopted by the advisory committee established under RSA 227-C:29.

**Source.** 2002, 86:1, eff. July 2, 2002.

#### **Section 79-D:4**

##### **79-D:4 Application Procedure. –**

I. Any owner of an historic agricultural structure which meets the tests of public benefit in RSA 79-D:3, II may apply to the governing body to grant a discretionary preservation easement to the municipality, agreeing to maintain the structure in keeping with its historic integrity and character during the term of the easement.

II. No owner of an historic agricultural structure shall be entitled to have a particular structure classified for any tax year under the provisions of this chapter unless the owner has applied to the governing body on or before April 15 of the tax year on a form provided by the commissioner of the department of revenue administration. Such application shall include a map showing the location of the structure to be subject to the discretionary preservation easement, and a description of how the property meets the tests of public benefit in RSA 79-D:3.

**Source.** 2002, 86:1, eff. July 2, 2002.

#### **Section 79-D:5**

##### **79-D:5 Approval, Denial. –**

I. If, after a duly noticed public hearing, the governing body finds that the proposed preservation of such historic agricultural structure is consistent with the purposes of this chapter, it may take steps to acquire a discretionary preservation easement as provided in this chapter. In exercising its discretion, the local governing body may weigh the public benefit to be obtained versus the tax revenue to be lost if such an easement is granted. The governing body shall have no more than 60 days to act upon the application.

II. If the governing body denies the application to grant a discretionary preservation easement to the municipality, such denial shall be accompanied by a written explanation. The local governing body's decision may be appealed by using the procedures of either RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith, discrimination, or the application of criteria other than those set forth in RSA 79-D:3 and paragraph I of this section.

III. The easement shall be a burden upon the property and shall bind all transferees and assignees of such property. An easement granted pursuant to this subdivision shall not be assigned, transferred, or released by the municipality without the consent of the owner, except as provided in RSA 79-D:8.

**Source.** 2002, 86:1, eff. July 2, 2002.

#### **Section 79-D:6**

**79-D:6 Terms; Recording.** – Any preservation easement acquired by the municipality pursuant to this chapter shall be for a minimum of 10 years. The easement terms shall include the method of assessment pursuant to RSA 79-D:7 and the terms of renewal pursuant to RSA 79-D:8, III. The local governing body shall provide for the recording of such easements with the register of deeds. Any costs of recording shall be the responsibility of the applicant.

**Source.** 2002, 86:1. 2007, 27:2, eff. Jan. 1, 2008.

### Section 79-D:7

**79-D:7 Assessment of Property Subject to Discretionary Preservation Easement.** –

I. The method of assessment of discretionary preservation easement structures shall be included as a term of the agreement in any discretionary preservation easement acquired by a municipality.

Assessment shall fall within a range, one end of which shall be 75 percent of the full value assessment; the other end of the range shall be 25 percent of said full value assessment.

II. The local governing body shall have the discretion to set the value of the discretionary preservation easement at a level within this range which it believes reflects the public benefit conferred by the property under the criteria set forth in RSA 79-D:3, II. The assessment shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure.

**Source.** 2002, 86:1, eff. July 2, 2002.

### Section 79-D:8

**79-D:8 Release of Easement, Expiration, Renewal, Consideration.** –

I. Any property owner who has granted a discretionary preservation easement to a municipality pursuant to the terms of this chapter, after the effective date of this chapter, may apply to the local governing body of the municipality in which the property subject to a discretionary preservation easement is located for a release from such easement upon a demonstration of extreme personal hardship. Upon release from such easement, a property owner shall pay the following consideration to the tax collector of the municipality:

(a) For a release within the first half of the duration of the easement, 20 percent of the full value assessment of such structure and land under RSA 75:1.

(b) For a release within the second half of the duration of the easement, 15 percent of the full value assessment of such structure and land under RSA 75:1.

II. [Repealed.]

III. Upon the expiration of the terms of the discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application; provided, however, that at the time of the original granting of the discretionary preservation easement, the parties may include, as a term of the agreement, a provision for automatic renewal for the same term as the original. Such a provision may include the specification of the manner in which the tax assessment on the property for the next term is to be determined at the time of renewal.

IV. The tax collector shall issue a receipt to the owner of such property and a copy to the local governing body for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the owner who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

V. In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not



within the control of the property owner, the preservation easement shall be released without penalty. VI. If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

**Source.** 2002, 86:1. 2007, 27:1, eff. Jan. 1, 2008.

### **Section 79-D:9**

#### **79-D:9 Payment; Collection. –**

I. If a consideration is due under RSA 79-D:8, I, the assessed value shall be determined as of the actual date of the release or expiration. Any consideration is in addition to the annual real estate tax imposed upon the property, and shall be due and payable upon the release or expiration.

II. Any consideration shall be due and payable by the owner at the time of release or expiration to the municipality in which the property is located. If the property is located in an unincorporated town or unorganized place, the tax shall be due and payable by the owner at the time of release or expiration to the county in which the property is located. Moneys paid to a county under this chapter shall be used to pay for the cost of services provided in RSA 28:7-a and RSA 28:7-b. Any consideration shall be due and payable according to the following procedure:

- (a) The commissioner shall prescribe and issue forms to the local assessing officials for the consideration due, which shall provide a description of the property, the discretionary preservation easement, the full value assessment under RSA 75:1, and the amount payable.
- (b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the consideration along with a special tax warrant authorizing the collector to collect the consideration under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.
- (c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of tax. Such bill shall be mailed within 12 months of the release or expiration.
- (d) Payment of the consideration shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any consideration not paid within the 30-day period.

**Source.** 2002, 86:1. 2007, 27:3, eff. Jan. 1, 2008.

### **Section 79-D:10**

**79-D:10 Exemption for Eminent Domain. –** If any of the property which is subject to a discretionary preservation easement is condemned by any governmental agency or is acquired through eminent domain proceedings, the local governing body shall execute a release of the easement to the owner. None of the liquidated consideration provisions of RSA 79-D:8, I shall be applicable to releases granted pursuant to this section.

**Source.** 2002, 86:1. 2007, 27:4, eff. Jan. 1, 2008.

### **Section 79-D:11**

**79-D:11 Local Preservation Easement Programs.** – This chapter shall not be construed to limit the development of any other state, county, town, or city easement program for preservation, conservation, or other purposes.

**Source.** 2002, 86:1, eff. July 2, 2002.

### Section 79-D:12

**79-D:12 Lien for Unpaid Taxes.** – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-D:8.

**Source.** 2002, 86:1, eff. July 2, 2002.

### Section 79-D:13

**79-D:13 Enforcement.** – All taxes levied pursuant to RSA 79-D:8 which are not paid when due shall be collected in the same manner as provided in RSA 80.

**Source.** 2002, 86:1. 2004, 203:14, eff. June 11, 2004.

### Section 79-D:14

**79-D:14 Rulemaking.** –

I. The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to:

- (a) The application procedures under RSA 79-D:4.
- (b) The payment and collection procedures under RSA 79-D:9.

II. The commissioner of the department of natural and cultural resources shall adopt such rules as may be applicable under the authority of RSA 227-C:5.

**Source.** 2002, 86:1, eff. July 2, 2002. 2017, 156:38, eff. July 1, 2017.

**CITY COUNCIL MEETING**  
**AGENDA ITEM IX**



**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
April 2, 2018 Council Meeting

**From:** Judie Milner, Acting City Manager

**Subject:** Solar PILOT's

---

**Suggested Motions:**

**April 2, 2018**

Councilor moves, "I move the Franklin City Council set a public hearing on Monday, May 7, 2018 at 6:00 pm, regarding payment in lieu of tax agreements for the following solar projects: Ashfill Solar, LLC, Franklin Town Solar 1, LLC, Franklin Town Solar 2, LLC, Lakeshore Drive Solar, LLC and Commerce Way Solar, LLC."

Mayor calls for a second, discussion and vote.

**May 7, 2018**

Councilor moves, "I move the Franklin City Council approve the payment in lieu of tax agreements for the following solar projects: Ashfill Solar, LLC, Franklin Town Solar 1, LLC, Franklin Town Solar 2, LLC, Lakeshore Drive Solar, LLC and Commerce Way Solar, LLC and authorize the acting City Manager sign the agreements on behalf of the City."

Mayor calls for a second, discussion and vote.

**Discussion:**

These are the projects that the Council originally approved PILOT agreements for in December 2015. However, because of the freeze by the State on the net metering for large projects, the projects were not built and the agreements expired. Andrew Keller from Solar Garden spoke to the Council at the February 5<sup>th</sup> meeting explaining that the net metering freeze has been lifted and the projects will be built. 4 of the 5 projects are on City land and the lease agreements for that land are still in effect. The new PILOT agreements mirror the original agreements and have an expiration date of December 31, 2019 if the projects are not complete by that date.

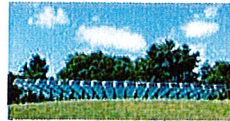
**Fiscal Impact:**

Annual PILOT for each of the sites is \$3,500 for a total of \$17,500 per year. PILOT is for a 20 year term to match the approved lease period. City Council could choose to tax the array on private property but likely the project would not be built.

**Attachments/Exhibits:**

PILOT agreements





PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN  
THE CITY OF FRANKLIN AND ASHFILL SOLAR, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this <sup>8</sup>12th day of <sup>MAY</sup>February 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Ashfill Solar, LLC ("ASHFILL SOLAR"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

**Background**

ASHFILL SOLAR seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 82, Lot 401 & 409 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatt (MW). For the purposes of this Agreement, the term "Nameplate Capacity" shall mean the sum of all of the nameplate capacities for the total solar inverters installed and operating at the Facility. Once the project has reached commercial operation, defined below, the parties will sign a letter amendment to this Agreement specifying the actual Nameplate Capacity of the Facility (if applicable).

The Facility will be built on land leased by ASHFILL SOLAR, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, ASHFILL SOLAR will be responsible for the payment of local ad valorem real estate taxes on Facility structures and other 2 improvements under NHRSA Chapter 72 (but not for taxes on the value of the underlying land, which will continue to be the landowners' responsibility).

The Facility will be a "renewable generation facility", as defined in NHRSA §72:73 and NHRSA 374-F:3, V(f)(3). Under NHRSA §72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, enter into a voluntary agreement to make payments in lieu of taxes.

ASHFILL SOLAR and the Town desire to enter into such a PILOT agreement under NHRSA §72:74.

NOW THEREFORE, the parties hereto agree as follows:

**Terms and Conditions**

1. Payments in Lieu of Taxes. ASHFILL SOLAR will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.

2. Term. Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the Town and ASHFILL SOLAR. Accordingly, the term of this Agreement shall be 21 (twenty-one) years, beginning with a "transition tax year" described in Section 4 below and continuing thereafter for 20 additional years (the "Operating Term") as described in Section 5 below. If the Facility fails to achieve commercial operation by December 31, 2019, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have 3 occurred once (a) the solar power electric generating facility has been commissioned and accepted by ASHFILL SOLAR in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) ASHFILL SOLAR has





commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which ASHFILL SOLAR commences energy sales on a commercial basis shall be deemed the "Commercial Operation Date." ASHFILL SOLAR shall give the Town written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. Transition Tax Year Payment. The tax year in which the Facility achieves commercial operation, the Transition Tax Year, shall be the first tax year covered by this Agreement. Recognizing that construction of the Facility may not have commenced (or that if construction has commenced that the Facility is likely to be only partially constructed) as of April 1 of said Transition Tax Year, and that ASHFILL SOLAR's revenues for said tax year may be non-existent or minimal, the PILOT payment for said Transition Tax Year will be based on the following formula, calculated as of the Commercial Operation Date:

$$(\text{Nameplate Capacity}) \times (\text{days left in Transition Tax Year}/365) \times (\text{first year PILOT rate}) \times 0.5$$

For example, if Nameplate Capacity is 1.2 MW and commercial operation is reached on September 1, the Transition Tax Year payment would be calculated as:

$$(1.2 \times (211/365) \times \$3,500) \times .5 = \$1,213.87$$

The Transition Tax Year Payment will be made within ninety (90) days of the Commercial Operation Date.

4. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 5 below, annual PILOT payments to the Town for the 20-year Operating Term shall begin at the rate of \$3,500 per megawatt of Nameplate Capacity, in the tax year that begins on April 1 following the commercial operation date.

If the Facility's actual Commercial Operation Date occurs after March 31, 2016, then the schedule of annual PILOT payments during the Operating Term covered by this Section 4 will be amended to reflect that the first year of the Operating Term will be the tax year following the tax year in which commercial operation begins.

5. Potential Adjustment of PILOT Payments.

(a) Increase in Capacity. In the event that some or all of the Facility's increased in the nameplate capacity during the term of the Agreement in such a way as to increase the Facility's total capacity, then PILOT payments beginning in the next tax year will be adjusted upwards.

(b) Reduction in Capacity: If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced (due to causes beyond ASHFILL SOLAR's control) from the previous tax year due to: (i) damage caused by natural forces, (ii) operational restrictions caused by a change in law, regulation, ordinance, or industry management standards, (iii) decommissioning and removal of inverters, or (iv) the permanent cessation of the Facility's operations, then the PILOT payment will be adjusted downward based on the total actual installed and operating Nameplate Capacity after the reduction in capacity, or in the case of clause (iv) above, this Agreement will terminate.

6. Payment of Amounts Due. Other than the Construction Period payments and the Transition Tax Year Payment, which shall be made as set forth in Section 3 above, ASHFILL SOLAR shall make the PILOT payments due hereunder for any given tax year in the Operating Term to the Town in two equal installments, at the Town Tax Collector's office, on July 1st and December 1st .





7. Non-Payment. Non-payment of any payment due the Town shall constitute a default. Notice of non-payment or any other default shall be provided to ASHFILL SOLAR (and to ASHFILL SOLAR's Lender, as further specified in Section 8 below), in the manner and at the address provided for Notices in Section 12 of this Agreement. ASHFILL SOLAR shall have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the Town may commence an action to collect any non-payment under RSA 80:50, seek specific performance of a non-monetary default or proceed against the real estate under RSA 80:58-80. It shall not be a defense to such a proceeding that ASHFILL SOLAR is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

8. Lender's Right to Cure. The Town shall send a copy of any notice of default sent to ASHFILL SOLAR to ASHFILL SOLAR's Lender by certified mail at the same time such notice is sent to ASHFILL SOLAR, and no such notice of default to ASHFILL SOLAR shall be effective unless and until a copy of such notice has been delivered to ASHFILL SOLAR's Lender. ASHFILL SOLAR's Lender shall have the same time and rights to cure any default as ASHFILL SOLAR, and the Town shall accept a cure by ASHFILL SOLAR's Lender as if such cure had been made by ASHFILL SOLAR. ASHFILL SOLAR shall provide written notice to the Town as to the name and address of ASHFILL SOLAR's Lender for such notices to be sent.

10. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

11. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the Town: City of Franklin, 316 Central St, Franklin, NH 03235

For Ashfill Solar, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

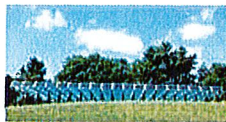
In the event of a change in the address of any party listed above, the responsible signatory (ASHFILL SOLAR in the case of itself, its Lender and/or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

12. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. In the event any term of this Agreement or the application of any such term shall be held invalid by any court having jurisdiction, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

(b) The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

(c) ASHFILL SOLAR shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties



hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. ASHFILL SOLAR shall provide written notice to the Town of any sale, transfer, or assignment not less than 30 days prior to such sale, transfer or assignment taking effect.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

City of Franklin, NH

By: \_\_\_\_\_

Name:

Title: City Manager

NhSolarGarden.com, LLC

By: \_\_\_\_\_

Andrew Kellar  
Manager





PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN  
THE CITY OF FRANKLIN AND FRANKLIN TOWN SOLAR 1, LLC, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this <sup>8</sup>/<sub>12</sub> day of <sup>MAY</sup> February 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Franklin Town Solar 1, LLC, LLC ("FTS 1"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

**Background**

FTS 1 seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 123, Lot 403 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatt (MW). For the purposes of this Agreement, the term "Nameplate Capacity" shall mean the sum of all of the nameplate capacities for the total solar inverters installed and operating at the Facility. Once the project has reached commercial operation, defined below, the parties will sign a letter amendment to this Agreement specifying the actual Nameplate Capacity of the Facility (if applicable).

The Facility will be built on land leased by FTS 1, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, FTS 1 will be responsible for the payment of local ad valorem real estate taxes on Facility structures and other 2 improvements under NHRSA Chapter 72 (but not for taxes on the value of the underlying land, which will continue to be the landowners' responsibility).

The Facility will be a "renewable generation facility", as defined in NHRSA §72:73 and NHRSA 374-F:3, V(f)(3). Under NHRSA §72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, enter into a voluntary agreement to make payments in lieu of taxes.

FTS 1 and the Town desire to enter into such a PILOT agreement under NHRSA §72:74.

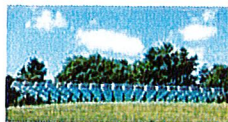
NOW THEREFORE, the parties hereto agree as follows:

**Terms and Conditions**

1. Payments in Lieu of Taxes. FTS 1 will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.

2. Term. Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the Town and FTS 1. Accordingly, the term of this Agreement shall be 21 (twenty-one) years, beginning with a "transition tax year" described in Section 4 below and continuing thereafter for 20 additional years (the "Operating Term") as described in Section 5 below. If the Facility fails to achieve commercial operation by December 31, 2019, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have 3 occurred once (a) the solar power electric generating facility has been commissioned and accepted by FTS 1 in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) FTS 1 has commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which FTS 1 commences energy





sales on a commercial basis shall be deemed the "Commercial Operation Date." FTS 1 shall give the Town written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. Transition Tax Year Payment. The tax year in which the Facility achieves commercial operation, the Transition Tax Year, shall be the first tax year covered by this Agreement. Recognizing that construction of the Facility may not have commenced (or that if construction has commenced that the Facility is likely to be only partially constructed) as of April 1 of said Transition Tax Year, and that FTS 1's revenues for said tax year may be non-existent or minimal, the PILOT payment for said Transition Tax Year will be based on the following formula, calculated as of the Commercial Operation Date:

$$(\text{Nameplate Capacity}) \times (\text{days left in Transition Tax Year}/365) \times (\text{first year PILOT rate}) \times 0.5$$

For example, if Nameplate Capacity is 1.2 MW and commercial operation is reached on September 1, the Transition Tax Year payment would be calculated as:

$$(1.2 \times (211/365) \times \$3,500) \times .5 = \$1,213.87$$

The Transition Tax Year Payment will be made within ninety (90) days of the Commercial Operation Date.

4. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 5 below, annual PILOT payments to the Town for the 20-year Operating Term shall begin at the rate of \$3,500 per megawatt of Nameplate Capacity, in the tax year that begins on April 1 following the commercial operation date.

If the Facility's actual Commercial Operation Date occurs after March 31, 2016, then the schedule of annual PILOT payments during the Operating Term covered by this Section 4 will be amended to reflect that the first year of the Operating Term will be the tax year following the tax year in which commercial operation begins.

5. Potential Adjustment of PILOT Payments.

(a) Increase in Capacity. In the event that some or all of the Facility's increased in the nameplate capacity during the term of the Agreement in such a way as to increase the Facility's total capacity, then PILOT payments beginning in the next tax year will be adjusted upwards.

(b) Reduction in Capacity: If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced (due to causes beyond FTS 1's control) from the previous tax year due to: (i) damage caused by natural forces, (ii) operational restrictions caused by a change in law, regulation, ordinance, or industry management standards, (iii) decommissioning and removal of inverters, or (iv) the permanent cessation of the Facility's operations, then the PILOT payment will be adjusted downward based on the total actual installed and operating Nameplate Capacity after the reduction in capacity, or in the case of clause (iv) above, this Agreement will terminate.

6. Payment of Amounts Due. Other than the Construction Period payments and the Transition Tax Year Payment, which shall be made as set forth in Section 3 above, FTS 1 shall make the PILOT payments due hereunder for any given tax year in the Operating Term to the Town in two equal installments, at the Town Tax Collector's office, on July 1st and December 1st .





7. Non-Payment. Non-payment of any payment due the Town shall constitute a default. Notice of non-payment or any other default shall be provided to FTS 1 (and to FTS 1's Lender, as further specified in Section 8 below), in the manner and at the address provided for Notices in Section 12 of this Agreement. FTS 1 shall have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the Town may commence an action to collect any non-payment under RSA 80:50, seek specific performance of a non-monetary default or proceed against the real estate under RSA 80:58-80. It shall not be a defense to such a proceeding that FTS 1 is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

8. Lender's Right to Cure. The Town shall send a copy of any notice of default sent to FTS 1 to FTS 1's Lender by certified mail at the same time such notice is sent to FTS 1, and no such notice of default to FTS 1 shall be effective unless and until a copy of such notice has been delivered to FTS 1's Lender. FTS 1's Lender shall have the same time and rights to cure any default as FTS 1, and the Town shall accept a cure by FTS 1's Lender as if such cure had been made by FTS 1. FTS 1 shall provide written notice to the Town as to the name and address of FTS 1's Lender for such notices to be sent.

10. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

11. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the Town: City of Franklin, 316 Central St, Franklin, NH 03235

For Franklin Town Solar 1, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

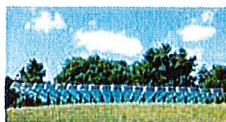
In the event of a change in the address of any party listed above, the responsible signatory (FTS 1 in the case of itself, its Lender and/or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

12. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. In the event any term of this Agreement or the application of any such term shall be held invalid by any court having jurisdiction, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

(b) The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

(c) FTS 1 shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. FTS 1 shall provide written notice to the Town



of any sale, transfer, or assignment not less than 30 days prior to such sale, transfer or assignment taking effect.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

City of Franklin, NH

By: \_\_\_\_\_

Name:

Title: City Manager

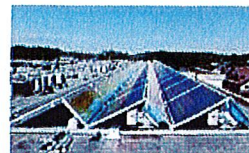
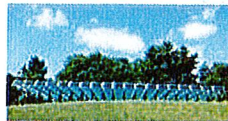
NhSolarGarden.com, LLC

By: \_\_\_\_\_

Andrew Kellar

Manager





PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN  
THE CITY OF FRANKLIN AND FRANKLIN TOWN SOLAR 2, LLC, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this 8 May 2018 day of October 2016, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Franklin Town Solar 2, LLC, LLC ("FTS 2"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

**Background**

FTS 2 seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 123, Lot 403 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatts (MW). For the purposes of this Agreement, the term "Nameplate Capacity" shall mean the sum of all of the nameplate capacities for the total solar inverters installed and operating at the Facility. Once the project has reached commercial operation, defined below, the parties will sign a letter amendment to this Agreement specifying the actual Nameplate Capacity of the Facility (if applicable).

The Facility will be built on land leased by FTS 2, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, FTS 2 will be responsible for the payment of local ad valorem real estate taxes on Facility structures and other 2 improvements under NHRSA Chapter 72 (but not for taxes on the value of the underlying land, which will continue to be the landowners' responsibility).

The Facility will be a "renewable generation facility", as defined in NHRSA §72:73 and NHRSA 374-F:3, V(f)(3). Under NHRSA §72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, enter into a voluntary agreement to make payments in lieu of taxes.

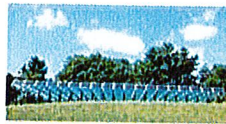
FTS 2 and the Town desire to enter into such a PILOT agreement under NHRSA §72:74.

NOW THEREFORE, the parties hereto agree as follows:

**Terms and Conditions**

1. Payments in Lieu of Taxes. FTS 2 will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.
2. Term. Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the Town and FTS 2. Accordingly, the term of this Agreement shall be 21 (twenty-one) years, beginning with a "transition tax year" described in Section 4 below and continuing thereafter for 20 additional years (the "Operating Term") as described in Section 5 below. If the Facility fails to achieve commercial operation by December 31, 2019, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have 3 occurred once (a) the solar power electric generating facility has been commissioned and accepted by FTS 2 in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) FTS 2 has commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which FTS 2 commences energy





sales on a commercial basis shall be deemed the "Commercial Operation Date." FTS 2 shall give the Town written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. Transition Tax Year Payment. The tax year in which the Facility achieves commercial operation, the Transition Tax Year, shall be the first tax year covered by this Agreement. Recognizing that construction of the Facility may not have commenced (or that if construction has commenced that the Facility is likely to be only partially constructed) as of April 1 of said Transition Tax Year, and that FTS 2's revenues for said tax year may be non-existent or minimal, the PILOT payment for said Transition Tax Year will be based on the following formula, calculated as of the Commercial Operation Date:

$$(\text{Nameplate Capacity}) \times (\text{days left in Transition Tax Year}/365) \times (\text{first year PILOT rate}) \times 0.5$$

For example, if Nameplate Capacity is 1.2 MW and commercial operation is reached on September 1, the Transition Tax Year payment would be calculated as:

$$(1.2 \times (211/365) \times \$3,500) \times .5 = \$1,213.87$$

The Transition Tax Year Payment will be made within ninety (90) days of the Commercial Operation Date.

4. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 5 below, annual PILOT payments to the Town for the 20-year Operating Term shall begin at the rate of \$3,500 per megawatt of Nameplate Capacity, in the tax year that begins on April 1 following the commercial operation date.

If the Facility's actual Commercial Operation Date occurs after March 31, 2016, then the schedule of annual PILOT payments during the Operating Term covered by this Section 4 will be amended to reflect that the first year of the Operating Term will be the tax year following the tax year in which commercial operation begins.

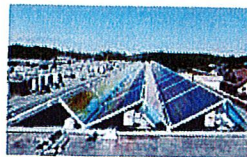
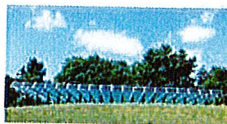
5. Potential Adjustment of PILOT Payments.

(a) Increase in Capacity. In the event that some or all of the Facility's increased in the nameplate capacity during the term of the Agreement in such a way as to increase the Facility's total capacity, then PILOT payments beginning in the next tax year will be adjusted upwards.

(b) Reduction in Capacity: If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced (due to causes beyond FTS 2's control) from the previous tax year due to: (i) damage caused by natural forces, (ii) operational restrictions caused by a change in law, regulation, ordinance, or industry management standards, (iii) decommissioning and removal of inverters, or (iv) the permanent cessation of the Facility's operations, then the PILOT payment will be adjusted downward based on the total actual installed and operating Nameplate Capacity after the reduction in capacity, or in the case of clause (iv) above, this Agreement will terminate.

6. Payment of Amounts Due. Other than the Construction Period payments and the Transition Tax Year Payment, which shall be made as set forth in Section 3 above, FTS 2 shall make the PILOT payments due hereunder for any given tax year in the Operating Term to the Town in two equal installments, at the Town Tax Collector's office, on July 1st and December 1st.





7. Non-Payment. Non-payment of any payment due the Town shall constitute a default. Notice of non-payment or any other default shall be provided to FTS 2 (and to FTS 2's Lender, as further specified in Section 8 below), in the manner and at the address provided for Notices in Section 12 of this Agreement. FTS 2 shall have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the Town may commence an action to collect any non-payment under RSA 80:50, seek specific performance of a non-monetary default or proceed against the real estate under RSA 80:58-80. It shall not be a defense to such a proceeding that FTS 2 is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

8. Lender's Right to Cure. The Town shall send a copy of any notice of default sent to FTS 2 to FTS 2's Lender by certified mail at the same time such notice is sent to FTS 2, and no such notice of default to FTS 2 shall be effective unless and until a copy of such notice has been delivered to FTS 2's Lender. FTS 2's Lender shall have the same time and rights to cure any default as FTS 2, and the Town shall accept a cure by FTS 2's Lender as if such cure had been made by FTS 2. FTS 2 shall provide written notice to the Town as to the name and address of FTS 2's Lender for such notices to be sent.

10. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

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For the Town: City of Franklin, 316 Central St, Franklin, NH 03235

For Franklin Town Solar 2, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

In the event of a change in the address of any party listed above, the responsible signatory (FTS 2 in the case of itself, its Lender and/or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

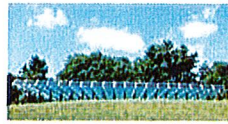
12. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. In the event any term of this Agreement or the application of any such term shall be held invalid by any court having jurisdiction, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

(b) The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

(c) FTS 2 shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. FTS 2 shall provide written notice to the Town





of any sale, transfer, or assignment not less than 30 days prior to such sale, transfer or assignment taking effect.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

City of Franklin, NH

By: \_\_\_\_\_

Name:

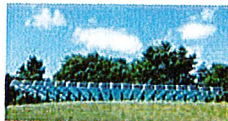
Title: City Manager

NhSolarGarden.com, LLC

By: \_\_\_\_\_

Andrew Kellar

Manager



PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN  
THE CITY OF FRANKLIN AND LAKESHORE DRIVE SOLAR, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this <sup>8</sup>12th day of <sup>May</sup>February 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and LAKESHORE DRIVE SOLAR, LLC ("LAKESHORE DRIVE SOLAR"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

**Background**

LAKESHORE DRIVE SOLAR seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 82, Lot 401 & 409 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatt (MW). For the purposes of this Agreement, the term "Nameplate Capacity" shall mean the sum of all of the nameplate capacities for the total solar inverters installed and operating at the Facility. Once the project has reached commercial operation, defined below, the parties will sign a letter amendment to this Agreement specifying the actual Nameplate Capacity of the Facility (if applicable).

The Facility will be built on land leased by LAKESHORE DRIVE SOLAR, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, LAKESHORE DRIVE SOLAR will be responsible for the payment of local ad valorem real estate taxes on Facility structures and other 2 improvements under NHRSA Chapter 72 (but not for taxes on the value of the underlying land, which will continue to be the landowners' responsibility).

The Facility will be a "renewable generation facility", as defined in NHRSA §72:73 and NHRSA 374-F:3, V(f)(3). Under NHRSA §72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, enter into a voluntary agreement to make payments in lieu of taxes.

LAKESHORE DRIVE SOLAR and the Town desire to enter into such a PILOT agreement under NHRSA §72:74.

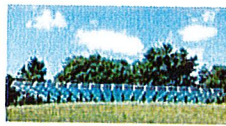
NOW THEREFORE, the parties hereto agree as follows:

**Terms and Conditions**

1. Payments in Lieu of Taxes. LAKESHORE DRIVE SOLAR will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.

2. Term. Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the Town and LAKESHORE DRIVE SOLAR. Accordingly, the term of this Agreement shall be 21 (twenty-one) years, beginning with a "transition tax year" described in Section 4 below and continuing thereafter for 20 additional years (the "Operating Term") as described in Section 5 below. If the Facility fails to achieve commercial operation by December 31, 2018, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have 3 occurred once (a) the solar power electric generating facility has been commissioned and accepted by LAKESHORE DRIVE SOLAR in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) LAKESHORE





DRIVE SOLAR has commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which LAKESHORE DRIVE SOLAR commences energy sales on a commercial basis shall be deemed the "Commercial Operation Date." LAKESHORE DRIVE SOLAR shall give the Town written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. Transition Tax Year Payment. The tax year in which the Facility achieves commercial operation, the Transition Tax Year, shall be the first tax year covered by this Agreement. Recognizing that construction of the Facility may not have commenced (or that if construction has commenced that the Facility is likely to be only partially constructed) as of April 1 of said Transition Tax Year, and that LAKESHORE DRIVE SOLAR's revenues for said tax year may be non-existent or minimal, the PILOT payment for said Transition Tax Year will be based on the following formula, calculated as of the Commercial Operation Date:

$$(\text{Nameplate Capacity}) \times (\text{days left in Transition Tax Year}/365) \times (\text{first year PILOT rate}) \times 0.5$$

For example, if Nameplate Capacity is 1.2 MW and commercial operation is reached on September 1, the Transition Tax Year payment would be calculated as:

$$(1.2 \times (211/365) \times \$3,500) \times .5 = \$1,213.87$$

The Transition Tax Year Payment will be made within ninety (90) days of the Commercial Operation Date.

4. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 5 below, annual PILOT payments to the Town for the 20-year Operating Term shall begin at the rate of \$3,500 per megawatt of Nameplate Capacity, in the tax year that begins on April 1 following the commercial operation date.

If the Facility's actual Commercial Operation Date occurs after March 31, 2016, then the schedule of annual PILOT payments during the Operating Term covered by this Section 4 will be amended to reflect that the first year of the Operating Term will be the tax year following the tax year in which commercial operation begins.

5. Potential Adjustment of PILOT Payments.

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8. Lender's Right to Cure. The Town shall send a copy of any notice of default sent to LAKESHORE DRIVE SOLAR to LAKESHORE DRIVE SOLAR's Lender by certified mail at the same time such notice is sent to LAKESHORE DRIVE SOLAR, and no such notice of default to LAKESHORE DRIVE SOLAR shall be effective unless and until a copy of such notice has been delivered to LAKESHORE DRIVE SOLAR's Lender. LAKESHORE DRIVE SOLAR's Lender shall have the same time and rights to cure any default as LAKESHORE DRIVE SOLAR, and the Town shall accept a cure by LAKESHORE DRIVE SOLAR's Lender as if such cure had been made by LAKESHORE DRIVE SOLAR. LAKESHORE DRIVE SOLAR shall provide written notice to the Town as to the name and address of LAKESHORE DRIVE SOLAR's Lender for such notices to be sent.

10. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

11. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the Town: City of Franklin, 316 Central St, Franklin, NH 03235

For LakeShore Drive Solar, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

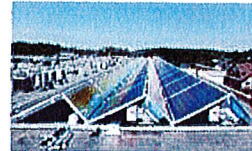
In the event of a change in the address of any party listed above, the responsible signatory (LAKESHORE DRIVE SOLAR in the case of itself, its Lender and/or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

12. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. In the event any term of this Agreement or the application of any such term shall be held invalid by any court having jurisdiction, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

(b) The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

(c) LAKESHORE DRIVE SOLAR shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the



financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. LAKESHORE DRIVE SOLAR shall provide written notice to the Town of any sale, transfer, or assignment not less than 30 days prior to such sale, transfer or assignment taking effect.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

City of Franklin, NH

By: \_\_\_\_\_

Name:

Title: City Manager

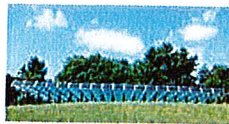
NhSolarGarden.com, LLC

By: \_\_\_\_\_

Andrew Kellar

Manager





PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN  
THE CITY OF FRANKLIN AND COMMERCE WAY SOLAR, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this <sup>8</sup>12th day of <sup>May</sup>February 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Commerce Way Solar, LLC ("CWS"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

**Background**

CWS seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 102, Lot 402 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatt (MW). For the purposes of this Agreement, the term "Nameplate Capacity" shall mean the sum of all of the nameplate capacities for the total solar inverters installed and operating at the Facility. Once the project has reached commercial operation, defined below, the parties will sign a letter amendment to this Agreement specifying the actual Nameplate Capacity of the Facility (if applicable).

The Facility will be built on land leased by CWS, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, CWS will be responsible for the payment of local ad valorem real estate taxes on Facility structures and other 2 improvements under NHRSA Chapter 72 (but not for taxes on the value of the underlying land, which will continue to be the landowners' responsibility).

The Facility will be a "renewable generation facility", as defined in NHRSA §72:73 and NHRSA 374-F:3, V(f)(3). Under NHRSA §72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, enter into a voluntary agreement to make payments in lieu of taxes.

CWS and the Town desire to enter into such a PILOT agreement under NHRSA §72:74.

NOW THEREFORE, the parties hereto agree as follows:

**Terms and Conditions**

1. Payments in Lieu of Taxes. CWS will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.

2. Term. Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the Town and CWS. Accordingly, the term of this Agreement shall be 21 (twenty-one) years, beginning with a "transition tax year" described in Section 4 below and continuing thereafter for 20 additional years (the "Operating Term") as described in Section 5 below. If the Facility fails to achieve commercial operation by December 31, 2019, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have 3 occurred once (a) the solar power electric generating facility has been commissioned and accepted by CWS in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) CWS has commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which CWS commences energy





sales on a commercial basis shall be deemed the "Commercial Operation Date." CWS shall give the Town written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. Transition Tax Year Payment. The tax year in which the Facility achieves commercial operation, the Transition Tax Year, shall be the first tax year covered by this Agreement. Recognizing that construction of the Facility may not have commenced (or that if construction has commenced that the Facility is likely to be only partially constructed) as of April 1 of said Transition Tax Year, and that CWS's revenues for said tax year may be non-existent or minimal, the PILOT payment for said Transition Tax Year will be based on the following formula, calculated as of the Commercial Operation Date:

$$(\text{Nameplate Capacity}) \times (\text{days left in Transition Tax Year}/365) \times (\text{first year PILOT rate}) \times 0.5$$

For example, if Nameplate Capacity is 1.2 MW and commercial operation is reached on September 1, the Transition Tax Year payment would be calculated as:

$$(1.2 \times (211/365) \times \$3,500) \times .5 = \$1,213.87$$

The Transition Tax Year Payment will be made within ninety (90) days of the Commercial Operation Date.

4. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 5 below, annual PILOT payments to the Town for the 20-year Operating Term shall begin at the rate of \$3,500 per megawatt of Nameplate Capacity, in the tax year that begins on April 1 following the commercial operation date.

If the Facility's actual Commercial Operation Date occurs after March 31, 2016, then the schedule of annual PILOT payments during the Operating Term covered by this Section 4 will be amended to reflect that the first year of the Operating Term will be the tax year following the tax year in which commercial operation begins.

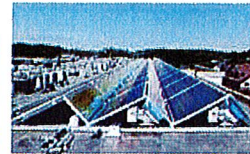
5. Potential Adjustment of PILOT Payments.

(a) Increase in Capacity. In the event that some or all of the Facility's increased in the nameplate capacity during the term of the Agreement in such a way as to increase the Facility's total capacity, then PILOT payments beginning in the next tax year will be adjusted upwards.

(b) Reduction in Capacity: If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced (due to causes beyond CWS's control) from the previous tax year due to: (i) damage caused by natural forces, (ii) operational restrictions caused by a change in law, regulation, ordinance, or industry management standards, (iii) decommissioning and removal of inverters, or (iv) the permanent cessation of the Facility's operations, then the PILOT payment will be adjusted downward based on the total actual installed and operating Nameplate Capacity after the reduction in capacity, or in the case of clause (iv) above, this Agreement will terminate.

6. Payment of Amounts Due. Other than the Construction Period payments and the Transition Tax Year Payment, which shall be made as set forth in Section 3 above, CWS shall make the PILOT payments due hereunder for any given tax year in the Operating Term to the Town in two equal installments, at the Town Tax Collector's office, on July 1st and December 1st .





7. Non-Payment. Non-payment of any payment due the Town shall constitute a default. Notice of non-payment or any other default shall be provided to CWS (and to CWS's Lender, as further specified in Section 8 below), in the manner and at the address provided for Notices in Section 12 of this Agreement. CWS shall have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the Town may commence an action to collect any non-payment under RSA 80:50, seek specific performance of a non-monetary default or proceed against the real estate under RSA 80:58-80. It shall not be a defense to such a proceeding that CWS is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

8. Lender's Right to Cure. The Town shall send a copy of any notice of default sent to CWS to CWS's Lender by certified mail at the same time such notice is sent to CWS, and no such notice of default to CWS shall be effective unless and until a copy of such notice has been delivered to CWS's Lender. CWS's Lender shall have the same time and rights to cure any default as CWS, and the Town shall accept a cure by CWS's Lender as if such cure had been made by CWS. CWS shall provide written notice to the Town as to the name and address of CWS's Lender for such notices to be sent.

10. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

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For Commerce Way Solar, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

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(c) CWS shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. CWS shall provide written notice to the Town



of any sale, transfer, or assignment not less than 30 days prior to such sale, transfer or assignment taking effect.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

City of Franklin, NH

By: \_\_\_\_\_

Name:

Title: City Manager

NhSolarGarden.com, LLC

By: \_\_\_\_\_

Andrew Kellar

Manager

**CITY COUNCIL MEETING**  
**AGENDA ITEM X**





# NHOLA

New Hampshire Opioid Litigation Attorneys



SWEENEY MERRIGAN  
LAW



KP LAW  
*The Leader in Public Sector Law*

## Your New Hampshire Legal Team Fighting the National Opioid Epidemic

New Hampshire Opioid Litigation Attorneys (NHOLA) is a consortium of local and national law firms filing suit against the world's largest pharmaceutical manufacturers and distributors to hold them accountable for flooding our communities with opioids, resulting in massive economic damages to New Hampshire cities and towns.

The NHOLA litigation, being brought on behalf of the taxpayers of New Hampshire municipalities, is aimed at recovering monetary damages from the pharmaceutical manufacturers and distributors for their role in the devastating opioid epidemic. The damages sought on behalf of individual cities and towns are for past costs including law enforcement, needle exchanges, Narcan, EMS, treatment services, etc., as well as future mitigation/abatement damages for the foreseeable expenditures of taxpayer dollars toward treatment, education, and prevention.

### Some additional information about this litigation:

- **This is a Mass Tort litigation, *not* a Class Action.** A class action suit requires all participants to have essentially the same injuries. Here, the damages from one municipality to another are very different and thus this is not a class action. We are filing suit on behalf of individual municipalities; these lawsuits will be consolidated for pretrial and discovery purposes.
- **We are not suing individual doctors or pharmacies.** NHOLA believes the most effective approach to this litigation is to focus on the primary sources of this epidemic.
- **Individual municipalities will not have to bear the cost of the litigation.** The attorneys working on your case will *only* get paid from the verdict or settlement. The attorneys will front all costs and will *only* be reimbursed if successful.

Working with the NHOLA team benefits local New Hampshire municipalities because they will be represented by our consortium of lawyers that includes multiple national law firms as well as three MA firms with extensive mass tort litigation experience and a deep understanding of municipal law: [Sweeney Merrigan Law](#), [Rodman, Rodman & Sandman](#), and [KP Law](#), together with NH local counsel: [Bianco Professional Association](#).



**Our consortium is the national leader in this litigation, with more opioid cases on file than any competing firm or group in the country.**

To learn more about how your municipality can get involved, contact us at [www.biancopa.com](http://www.biancopa.com) or (603) 225-7170.





# NHOLA

New Hampshire Opioid Litigation Attorneys



SWEENEY MERRIGAN  
LAW



KP LAW  
*The Leader in Public Sector Law*

## Frequently Asked Questions

### 1. Is this litigation a Class Action or a Mass Tort?

This is a mass tort litigation, not a class action. *A class action suit requires all participants to have essentially the same injuries. Here, the damages from one municipality to another are very different and thus this is not a class action.* We are filing suit on behalf of individual municipalities. Each individual municipality will have its own right to either accept or reject its specific settlement offer. Should a particular municipality decide to reject all offers and go to trial, these cases will be tried in New Hampshire by our team of local and national attorneys.

### 2. Isn't the Attorney General already pursuing the defendants?

The AG has brought an action to recover damages on behalf of the State. *However, even if the Attorney General recovers funds on behalf of the State, there is no guarantee that any funds recovered in that action would directly benefit municipalities. Pursuing individual lawsuits on behalf of individual cities and towns will ensure that recovery money will go directly to the municipalities impacted by this crisis.* We feel that individual lawsuits by the municipalities will expand the scope of recovery throughout the State and better the municipalities as a whole. Moreover, this will not interfere in any way with the Attorney General's efforts to seek recovery on behalf of the State.

### 3. Where will these cases be filed?

Cases are being filed all over the country. In New Hampshire, we believe that cases should be filed in Federal Court and then consolidated into a Multidistrict Litigation (MDL) with other cases throughout the State and the country to address pretrial and discovery issues. After these issues are resolved, the cases will likely be settled or sent back to New Hampshire for trial. We believe this is the most efficient, least burdensome, and most cost effective way to pursue these cases against some of world's most profitable companies. While every municipality has the right to choose how its case is pursued, most municipalities have expressed a greater comfort level participating in the national litigation effort.

### 4. We don't have a lot of resources to commit to this. How much time is required?

Because this litigation is centralized in a MDL in Ohio, most of the discovery will focus on the defendants while the cases are there. A few cases will be worked up and tried before the others ("bellwether trials"); these cases will serve as a barometer for the other cases in the MDL and may lead to settlement discussions. If settlement offers are obtained, each municipality will decide whether to accept or reject its specific offer. If the offer is rejected, the case will return to New Hampshire for trial. *We have a comprehensive legal team with extensive municipal and trial experience to manage, oversee and facilitate any required involvement from the municipality, and there should be ample time to plan and manage any such participation by each municipality well in advance.*

### 5. How do the legal expenses work?

*Because our consortium has more clients throughout the country than any other group of attorneys, we can provide great economies of scale.* The costs involved in this litigation are likely to be substantial. Instead of those costs being shouldered by a small handful of clients, our costs (assuming there is a successful recovery) will be spread among our many clients throughout the country, resulting in much lower costs being deducted from the awards to the local municipalities. No up-front payment of costs will be required from the municipalities.

**To learn more about how your municipality can get involved, contact us at  
[www.biancopa.com](http://www.biancopa.com) or (603) 225-7170.**





# NHOLA

New Hampshire Opioid Litigation Attorneys



SWEENEY MERRIGAN  
LAW



KP LAW  
*The Leader in Public Sector Law*

## Our National Opioid Litigation Consortium

In partnering locally with the New Hampshire Opioid Litigation Attorneys (NHOLA), your municipality will be supported by a national powerhouse, including many of the top lawyers in New Hampshire and the country. We are initiating litigation against some of the largest and wealthiest pharmaceutical companies, and our consortium will bring to bear the financial and human resources necessary to be successful.

As the national leader in this litigation, our consortium of lawyers have more opioid cases on file than any competing firm or group in the country. For that reason, our consortium has been appointed to many key leadership positions spearheading the national litigation on behalf of hundreds of cities and towns across the country, as part of the MDL consolidation.

This specialized legal team has had the opportunity to retain some of the country's preeminent experts including former DEA agents who were recently featured on the program 60 Minutes. Those former agents have agreed to testify exclusively for our group. We have also retained experts in the fields of addiction recovery, urban and rural blight, the economics of addiction, and others.

The NHOLA consortium extends beyond Bianco Professional Association, together with our MA partners, Sweeney Merrigan Law, Rodman, Rodman & Sandman, and KP Law, to include six other national law firms and several leaders of the national Plaintiff Steering Committee:

**Paul T. Farrell, Jr., Greene Ketchum Farrell Bailey & Twell, LLP, Plaintiff Co-Lead Counsel**

**Troy Rafferty, Levin Papantonio, P.A., Plaintiff Co-Liaison Counsel**

**Michael J. Fuller, McHugh Fuller Law Group, Plaintiff Executive Committee**

**Peter Mougey, Levin Papantonio, P.A., Plaintiff Executive Committee**

**Roland Tellis, Baron & Budd, Plaintiff Executive Committee**

LEVIN PAPANTONIO  
Thomas Mitchell-Rafferty-Proctor-P.A.

BARON & BUDD®



GREENE KETCHUM  
FARRELL, BAILEY & TWEEL LLP  
Attorneys at Law

MC HUGH FULLER  
LAW GROUP

SWEENEY MERRIGAN  
LAW



KP LAW  
The Leader in Public Sector Law

HPCB&D  
Hill, Peterson, Carper,  
Bee & Deitzler, PLLC

POWELL &  
MAJESTRO P.L.L.C.



To learn more about how your municipality can get involved, contact us at  
[www.biancopa.com](http://www.biancopa.com) or (603) 225-7170.

## **ENGAGEMENT TO REPRESENT**

RE: City of Franklin, New Hampshire civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

**CITY of Franklin, New Hampshire** (hereinafter "CLIENT"), by and through its City Council, hereby retains the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA ("Firm") on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the **CITY of Franklin, New Hampshire** including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby.

**Peter J. Mougey** of the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA shall serve as LEAD COUNSEL. CLIENT authorizes LEAD COUNSEL to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms (collectively referred to, herein, as "Attorneys"), if no conflicts exist, including but not limited to conflicts pursuant to the New Hampshire Ethics laws and the New Hampshire Rules of Professional Conduct:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA  
316 South Baylen Street  
Pensacola, Florida

SWEENEY MERRIGAN LAW, LLP  
268 Summer Street, LL  
Boston, Massachusetts

RODMAN, RODMAN & SANDMAN, P.C.  
442 Main Street, Suite 300  
Malden, Massachusetts

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP  
419 11th Street  
Huntington, West Virginia

BARON & BUDD, PC  
3102 Oak Lawn Avenue #1100  
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC  
500 Tracy Way  
Charleston, West Virginia

POWELL & MAJESTRO, PLLC  
405 Capitol Street, P-1200  
Charleston, West Virginia

McHUGH FULLER LAW GROUP  
97 Elias Whiddon Road  
Hattiesburg, Mississippi

BIANCO PROFESSIONAL ASSOCIATION  
18 Centre Street  
Concord, New Hampshire

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA and/or the other law firms, hereinafter referred to as the "Attorneys," shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

Attorneys shall have the right to represent other municipalities, governmental agencies or governmental subdivisions in other opioid related actions or similar litigation, subject to the requirements of the New Hampshire Rules of Professional Conduct relating to conflicts of interest, and CLIENT consents to such multiple representation. CLIENT has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation.



This litigation is intended to address a significant problem in CITY. The litigation focuses on the wholesale distributors and manufacturers of opioids and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery.

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. The CLIENT agrees to compensate the Firm, contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses. To be clear, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the CLIENT be obligated to pay any attorneys' fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the New Hampshire Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the New Hampshire Rules of Professional Conduct; and (4) the total fee is not clearly excessive.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**City of Franklin, New Hampshire**

\_\_\_\_\_  
Authorized Executive

Accepted:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA  
316 South Baylen Street  
Pensacola, Florida

By \_\_\_\_\_  
Peter J. Mougey  
Lead Counsel

\_\_\_\_\_  
Date

Accepted:

SWEENEY MERRIGAN LAW, LLP  
268 Summer Street, LL  
Boston, Massachusetts

By \_\_\_\_\_  
Peter M. Merrigan

\_\_\_\_\_  
Date

Accepted:

RODMAN, RODMAN & SANDMAN, P.C.  
442 Main Street, Suite 300  
Malden, Massachusetts

By \_\_\_\_\_  
Richard M. Sandman

\_\_\_\_\_  
Date

Accepted:

BIANCO PROFESSIONAL ASSOCIATION  
18 Centre Street  
Concord, New Hampshire

By \_\_\_\_\_  
James J. Bianco, Jr.

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Thomas P. Colantuono

\_\_\_\_\_  
Date

**CITY COUNCIL MEETING**  
**AGENDA ITEM XI**



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT

*April 2, 2018 City Council Meeting*

**Subject: Approval of Annual Agricultural Real Estate Lease,  
Tax Map 123, Lot 403, with Mr. Daniel L. Fife**

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**Motion: "I move that the Franklin City Council approves an Agricultural Real Estate Lease with Mr. Daniel L. Fife for the portion of the 34 acres City owned property located off River Street which is not being used for an approved solar project, identified as Tax Map 123, Lot 403, and to authorize Acting City Manager Milner to duly execute the lease on behalf of the City."**

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Mr. Fife contacted me a few weeks ago and asked to lease the portions of the city property he has leased in the past (portions not being used for the approved solar projects). The attached lease is the same (with the dates changed) as used in the last couple of years and has been approved by Attorney Fitzgerald.

Attachment: One Year Lease Agreement



## **AGRICULTURAL REAL ESTATE LEASE**

**City of Franklin  
And  
Daniel L. Fife**

**LEASE AGREEMENT** made this \_\_\_\_ day of April, 2018, by and between the City of Franklin, New Hampshire, a municipal corporation located in the County of Merrimack, hereinafter referred to as the Lessor, and Daniel L. Fife of 925 South Main Street, Franklin, County of Merrimack and State of New Hampshire, hereinafter referred to as the Lessee.

**PREMISES:** The parties agree that the Lessor shall lease to the Lessee a portion of a certain parcel of land located within the City of Franklin, and owned by the Lessor and located off River Street. The Lessor is leasing the portion of the 34 acres not being used for the solar projects approved in Franklin Solar 1 and Franklin Solar 2. Said parcel is more specifically identified on the Franklin Tax Map as Parcel #123-403-00 and Land Lease Agreements for solar arrays between the City and Franklin Town Solar 1 & 2 LLC. It is understood that such agricultural purposes and operations supporting those purposes shall not interfere with the installation, ownership, maintenance or use of the solar arrays.

**CONSIDERATION:** Consideration for this rental shall be in conformance with RSA 72:23 and any amendments thereto. Annual payments shall be equivalent to \$25.00 per acre.

**LEASE TERM:** This lease shall be for a period of one year subject to cancellation as described herein. However, it is hereby understood and agreed by the parties that the Lessee shall have the use and enjoyment of the premises only from the period of May 1 through November 1 of 2018. For the remaining six months of any year, the property shall be subject to the use and occupancy of the Lessor.

**PURPOSES:** It is understood and agreed that the leased premises are to be used solely for agricultural purposes. Any other use of the premises shall be approved by the Lessor prior to such a use being established by the Lessee. The Lessee may not sublet any portion of the premises or assign his responsibilities or rights under this lease agreement to any other party without the written consent of the Lessor.

**CANCELLATION:** Either party may cancel this agreement upon 60 days notice to the other. However, in the event that the Lessor exercises its option to cancel this agreement during the months of May, June, July, August, September or October of any year, then the Lessor shall allow the Lessee the right to enter upon the leased premises, care for and harvest any crops which have been planted prior to receipt of notice of cancellation. Cancellation notice by any party shall be in writing, certified mail with return receipt requested.

**LIABILITY:** The Lessee agrees to hold the Lessor harmless for any injury, loss or occurrence to any party that arises or is in any way connected with the Lessee's use of the premises. Lessee shall, upon request of the City Manager, provide the City with proof of insurance in an adequate amount to protect the City's interest in this **LIABILITY continued:** regard. Lessee shall not be required to have insurance coverage of higher face amounts than that carried by Lessor. However, in the event of claims which exceed Lessee's coverage, any overage payment shall be borne by the Lessee.

**MERGER:** All agreements and representations made by the parties are contained herein and, unless specifically enumerated in this document shall not form a part of this agreement.

**AMENDMENT:** Any amendment to this agreement shall be in writing executed by the parties.

**SEVERABILITY:** Should any clause, sentence or paragraph of this document be found void, illegal or of no effect, the remainder of the document shall not be affected by such a finding and shall remain in full force and effect.

**APPLICABLE LAW:** The parties agree that this contract shall be construed under the laws of the State of New Hampshire. Should any future statutory amendments or court decisions revise the applicable law with regard to the lease of municipal property, such provisions shall be incorporated into this agreement to the highest degree possible.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Judie Milner, Acting City Manager  
City of Franklin, Duly Authorized

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Daniel L. Fife

**CITY COUNCIL MEETING**  
**AGENDA ITEM XII**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of April, 2018*

**Subject: Other Business**

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- 1. Committee Reports**
- 2. Acting City Manager's Update**
- 3. Late Items**



**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
City Council Meeting April 2, 2018

Date: March 26, 2018

From: Judie Milner, Acting City Manager

Subject: Acting City Manager's Update

**1) Contingent Grant Line Activity**

\$1,047.84 Bucky Lewis comedy fundraiser for the Mayor's Drug & Alcohol Task Force

**2) Best of Business Award**

On March 22<sup>nd</sup> I was joined by Councilors Dzujna and Brown, Chief Goldstein, Niel Cannon, Todd Workman and Jenisha Strestha from PermaCity Life, and Orli Gottlieb of Mill City Park for the NH Business Review's annual Best of Business (BOB) awards where the City of Franklin won the editor's choice for "Most Promising Downtown Development". It was a roaring 20's themed well attended networking event. Check out my tweet on the City's website for a picture of the dapper group.

**3) Changing Franklin's image a step at a time – "Winni Days"**

A few months ago, I first discussed the possibility of a multi-day fundraising and awareness event for Mill City Park in the downtown. The event is taking form and looks like it will obtain all necessary permits to continue. The event will take place during the expected warm water release June 22-24. It includes white water paddling & rafting, features the trail systems, celebrates downtown businesses and has fun for all. Trestle view parking lot will be the "vendor village"; there will be a beer tent at Trestle View Park as well. Preregistered camping will take place in Odell Park in a contained area (the lower ball field). Mill City Park has been great at the planning stages of this event. They brought in the City departments early and are working out the details of the emergency management plan, porta potties and trash removal with applicable department heads. They are mindful of the quiet times and will pay for



extra police and fire details during the night hours. This event is expected to bring in folks from all over New England and beyond bringing new money into the City of Franklin and raising money for the eventual park.

#### **4) Economic Development Agency Grant/Land & Water Conservation Fund Grant**

As previously reported, the City received federal grant funding from the economic development agency for permitting and preliminary design of the White Water Park. I sat on the interview committees for the permitting engineer and preliminary design engineer for the White Water Park. The contracts were awarded to VHB (Bedford NH) for permitting and Recreation Engineering & Planning (Colorado) for preliminary design. Kick off meetings with permitting agencies and engineers is scheduled for the week of 4/9.

We received some good news regarding the land & water conservation grant filed for Mill City Park – we have moved on to the next phase which is federal approval! Dick Lewis, Niel Cannon and Marty Parichand put together and great application package which was no small task! Final award is expected around September. This grant picks up where the EDA grant left off (after permitting and preliminary engineering design) and will assist in land component acquisition, final design and the construction of a land component piece (pavilion lunch area).

#### **5) Clerk's Office Closed**

The Clerk's Office will be closed April 4<sup>th</sup> and May 9<sup>th</sup> so the staff can attend the annual tax collector and clerk's conference and training.

#### **6) Assessing Technician/Executive Secretary**

After 33 years of service to the City, Deb Ryba retired Friday March 30<sup>th</sup>. I was not looking forward to hiring for this position as there is no formal degree or training program for assessing technician. It's all training on the job or with an assessing firm. However, Lauraine Paquin, who is currently the manager's executive secretary, expressed interest in becoming the assessing technician. Lauraine has been a tax collector before coming to the City and she's detailed oriented making her a great choice for the assessing tech position. I wish Lauraine well in her new position. The downside is having to find a great executive secretary. Interviews were held Wednesday 3/28 and Thursday 3/29.

## **7) Franklin Regional Hospital PILOT agreement**

A couple of months ago, I spoke about the hospitals intent to not renew the years old PILOT agreement with the City and my intent to pursue the revenue without objection from the Council. LRGH invited community representatives to a meeting to explain the hospitals financial crisis and changes being made. I explained that the communities in which the hospital resides give up tax revenue as well as provides additional services that would not be required if a hospital were not there. Services are not reimbursed by other communities whose residents utilize the hospital. Kevin Donovan asked me to list these services in a letter for review. The letter has been sent to Mr. Donovan and Board of Directors of the Hospital. I have not heard anything yet but hope it will show that hospital expenditures should not be shifted to Franklin taxpayers and begin a dialogue. Copy of the letter is attached.

## **8) Eversource Abatement Request Update**

### **9) Auditor**

A few months ago, the Council gave me permission to hire temp help to complete some finance tasks that needed to be done. While I have not found temp help, I did ask the City's auditors to prepare the City's financial statements for FY2017. The statements are just about complete. On that note, as most of you are aware, the municipal departments and school district went out to RFP to obtain 1 auditor for the City several years ago. The contract was extended by the school board & city council 1 time already as the auditor worked to clean up old issues with the school districts grants which are now up to date. FY2017 was the final year of the contract. With the changeover in the business administrator and my dual role for the City at this time, I would recommend to both the school board and city council that we extend the current contract to include FY2018 and FY2019. The auditors know us well and can be the constant in the financial department while the new business administrator gets acclimated. Without objection from the council, I'll extend the municipal audit contract and recommend the same to the Superintendent for the school district audit.

## **10) Budget Dates**

Budget season is coming up faster than I care to admit. We had agreed a few months back to the same budget process as previous years. I will present a budget under the tax cap at the regularly scheduled 5/7/18 Council meeting. The Council generally holds the public hearing and takes the budget into consideration at the regularly scheduled July City Council meeting which falls on July 2<sup>nd</sup>. This gives us a "drop dead" date for scheduling public hearing of June 20<sup>th</sup> (meaning the last meeting we can hold is June 18<sup>th</sup> for submission to paper on June 19<sup>th</sup> to run June 20<sup>th</sup>) Generally, we set aside 6 meeting dates on the budget. We are working around the big school district production in the opera house area in May so, if it please the Council, we've come up with the following dates:

May 9<sup>th</sup>, Wednesday (the school district has agreed to present this night)

May 14<sup>th</sup>, Monday

May 30<sup>th</sup>, Wednesday

June 5<sup>th</sup>, Tuesday

June 11<sup>th</sup>, Monday (Outside Agencies)

June 13<sup>th</sup>, Wednesday (final budget clean up)

This leaves us the option of June 14<sup>th</sup>, 15<sup>th</sup> & 18<sup>th</sup> should we need it



# CITY OF FRANKLIN, NEW HAMPSHIRE

316 Central Street  
Franklin, New Hampshire 03235  
Telephone (603) 934-3900  
Fax (603) 934-7413

March 21, 2018

Kevin Donovan  
President & CEO LRGH  
80 Highland Street  
Laconia, NH 03246

Dear Mr. Donovan,

I'm writing you today as a follow up to our meeting and conversation of 2/16/18. During the meeting you made it clear that FRH is running at a deficit and needs to take steps to restructure itself in order to move back "into the black". I can appreciate the efforts now being made; however, there have been several steps taken by FRH that cause significant concern and frustration for the City of Franklin.

First, the City feels there has been a real lack of open and transparent communication. The Hospital is certainly aware of the budget constraints faced by the City. To receive notice that FRH will not abide by its annual PILOT agreement, in the amount of around \$20,300, as we are nearing the end of our fiscal year is lacking in professional courtesy. This leaves us with a revenue shortfall for our FY 18 budget. Clearly, the situation causing the hospital's deficit did not occur overnight, so it would have been appropriate to contact the City to initiate discussion on the PILOT so that our current budget could have been approached with the needed information.

Second, you indicated that the hospital is not able to provide "money for nothing" [meaning the PILOT payment]. The City believes that you are failing to recognize the important and long standing working relationship between FRH and the City. There are many specific examples of this relationship, benefiting the Hospital, which come to mind:

- i. The Franklin Fire Department [FFD] conducts all of the standbys for helicopter landings (20 standbys in 2017);
- ii. The FFD assists FRH by providing emergency transfers;
- iii. The FFD is called routinely to provide assistance with patients in the ER;
- iv. The FFD provides the ladder truck and manpower to assist in the management of the helicopter landing area and to perform antenna repairs;
- v. Because of the business decision to add a psychiatric ward, the Police Department's presence is required on an average once per day for security issues;
- vi. Because of the business decision to eliminate the maternity ward and limit the operating room hours and orthopedic services, the FFD is required to take several more patients to Concord Hospital (this will be further increased with the recent business decision to eliminate the maternity ward in Laconia);

*Franklin - The Three Rivers City*

- vii. The Municipal Services Department provides for enhanced snow and ice removal operations [plowing, sand and salting, etc.] for the area around the hospital to insure safe access for emergency responders and staff;
- viii. The Fire Chief/Emergency Management Director works closely between City & State officials and utility companies to ensure that safe and efficient services are rendered for storms and disasters. This support allows FRH to function more efficiently during these events.
- ix. The City worked closely with FRH's Community Educator, a position that was abruptly eliminated. There was support provided jointly by both the City and the Educator on important health and community services issues [Healthy Eating Active Living for example], and these important programs served the needs of many City residents

The City recognizes that FRH provides some important support for the City. The prime example of this is the EMS Training program, which started years ago with approximately 120 annual hours of EMS training assistance for FFD personnel. Truth be told though, only about 20 hours of annual training is now being provided. Well trained EMS staff helps save the lives of City residents, as well as making the job for FRH ER staff more efficient. The recent severing of the LRGH/Laconia FD contract will eliminate a vital position which is key to providing appropriate EMS support services in the Twin Rivers area.

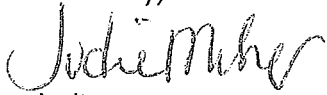
A key mission of the City's Emergency Responders is to provide medical support in times of critical need. The City believes that this same mission statement is at the heart of the work carried out by FRH and LRGH. The pathway to achieve that goal is through cooperation and mutual support between our two organizations.

Franklin is the host community for FRH and the services we provide to and for the hospital benefit not only our own residents but the residents of several neighboring communities. Services that, if it was not for the City, the hospital would have to provide and bill as a cost of doing business.

It is opinion of the City that the issues outlined above provide ample support for a discussion between you and the Board on the topic of continuing the long standing PILOT Agreement. We feel that a decision to continue the Agreement is the avenue towards supporting and maintaining this mutual support network that has been established between the City and FRH.

I appreciate your time and your thoughtful consideration. If you have any questions, I am happy to speak with you or the Chair of the Board anytime. Thank you.

Sincerely,



Judie Milner,  
Acting City Manager/Finance Director

Cc: Board of Directors, Individually  
Franklin City Council