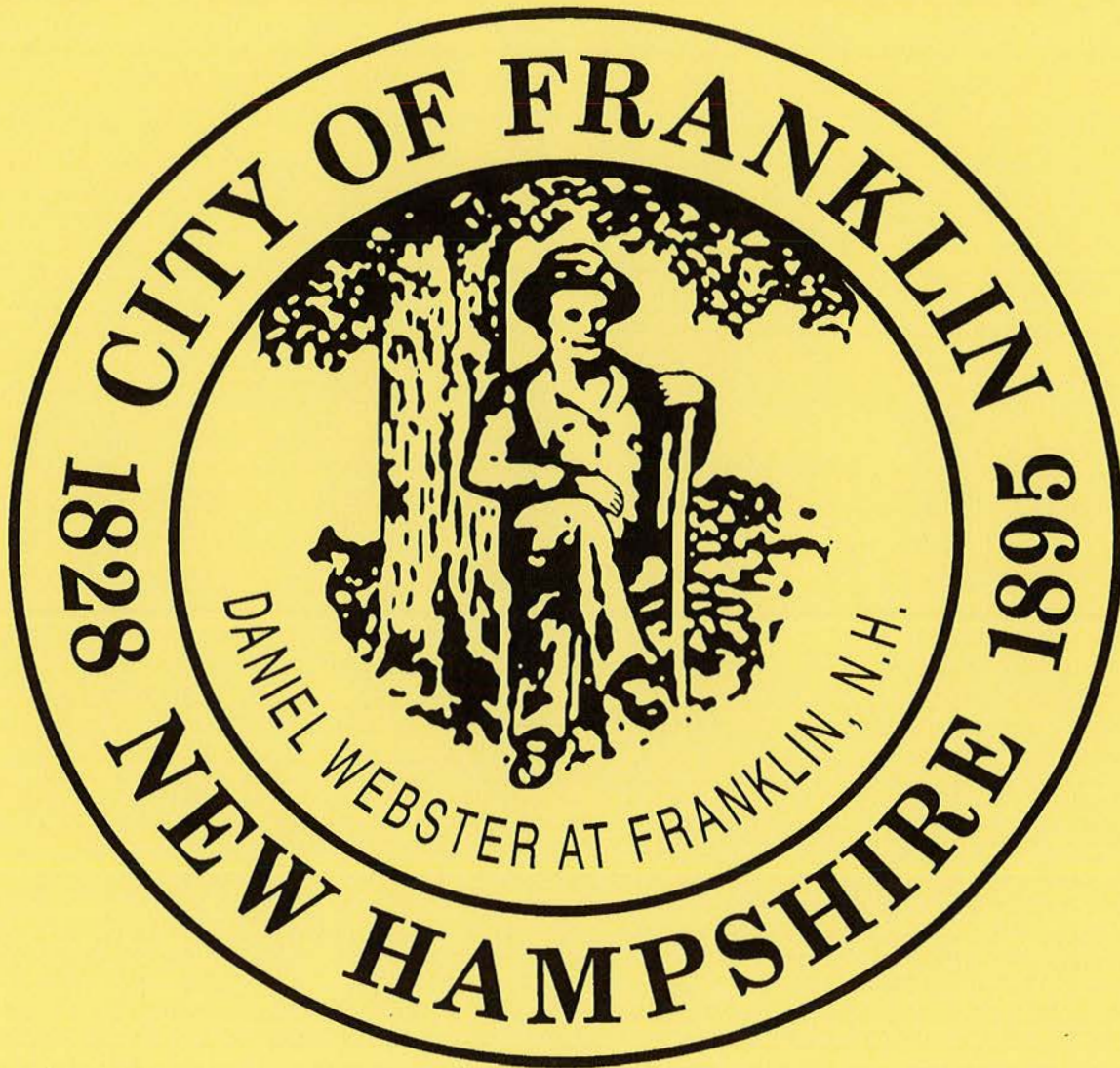


CITY OF FRANKLIN  
CITY COUNCIL MEETING  
March 2, 2020  
6:00 P.M.







**CITY COUNCIL MEETING**  
**Monday, March 2, 2020 – 6:00 p.m.**  
**Council Chambers, City Hall**

\*\*\*\*\*

**SALUTE TO THE FLAG**

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**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.**

Council to consider the minutes of the February 3<sup>rd</sup>, 2020 City Council Meeting.

**Agenda Item II.**

Council to consider the approval of the Franklin Board of Education and Franklin Education Association Agreement.

**Agenda Item III.**

Monthly School Update.

**Agenda Item IV.**

Junior Youth Group to present Photovoice Project Findings & Recreational Recommendations.

**Agenda Item V.**

Council to consider the approval and adoption of the Local Emergency Operations Plan as prepared by Hubbard Consulting LLC.

**Agenda Item VI.**

Council to review and approve the code of conduct policy for elected officials & appointed board members.

**Agenda Item VII.**

Council to consider setting a public hearing on Resolution #14-20, a resolution accepting money to start a scholarship fund for high school seniors titled "Robert H Arteaga Scholarship".

**Agenda Item VIII.**

Council to consider setting a public hearing on Resolution # 15-20, a resolution accepting \$20,000 NHDES Asset Management Grant and authorizing the City Manager to execute all documentation in relation to the Grant.

**Agenda Item IX.**

**Other Business**

1. Mayoral Resignations/Appointments
2. Committee Reports
3. City Manager's Update
4. Late Items.

**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 March 2<sup>nd</sup>, 2020*

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**Subject: Approval of Minutes**

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**Motion:** "I move that the Franklin City Council approve the minutes of the February 3<sup>rd</sup>, 2020 City Council Meeting."

Mayor calls for a second, discussion and the vote.



## City Council meeting minutes

Monday, February 3<sup>rd</sup>, 2020

Council Chambers – City Hall

Nonpublic Session – 5:30 p.m.

Public Session - 6:00 p.m.

### In attendance:

Mayor Tony Giunta, Councilor Jo Brown, Councilor Scott Clarenbach, Councilor April Bunker  
Councilor George Dzujna, Councilor Ted Starkweather, Councilor Paul Trudel, Councilor Olivia  
Zink (arrived at 5:40 p.m.).

### Others in attendance:

City Manager Milner, City Attorney Paul Fitzgerald

### Absent:

Councilor Testerman, Councilor Desrochers

The meeting was called to order at 5:35 p.m. in Council Chambers

Mayor Giunta welcomed the Council and Attorney Paul Fitzgerald.  
There was no one from the public present.

**Motion – Councilor Trudel moved that the Franklin City Council enter into nonpublic according to RSA 91-A:3, II (I) Consideration of legal advice provided by legal counsel, either in writing or orally to one or more members of the public body even where legal counsel is not present.**

**Seconded by Councilor Dzujna.**

Mayor Giunta asked if there was any discussion. There was none.

### Roll call to enter into nonpublic:

Councilor Brown	Yes	Councilor Clarenbach	Yes	Councilor Bunker	Yes
Councilor Dzujna	Yes	Councilor Starkweather	Yes	Councilor Desrochers	Absent
Councilor Testerman	Absent	Councilor Zink	Absent	Councilor Trudel	Yes

**All in favor. Motion PASSED.**

Entered into nonpublic at 5:36 p.m.

**Motion was made by Councilor Trudel to leave nonpublic session and return to public session. Seconded by Councilor Dzujna.**

Mayor Giunta asked if there was any discussion. There was none.

**All in favor. Motion PASSED.**

City Attorney Paul Fitzgerald left the meeting after the nonpublic session ended.

Public Session reconvened at 6:07 p.m.

**Motion – Councilor Brown moved to seal the minutes.  
Seconded by Councilor Starkweather.**

**Mayor Giunta asked if there was any discussion. There was none.**

**Roll call to seal the minutes:**

Councilor Brown	Yes	Councilor Clarenbach	Yes	Councilor Bunker	Yes
Councilor Dzujna	Yes	Councilor Starkweather	Yes	Councilor Desrochers	Absent
Councilor Testerman	Absent	Councilor Zink	Yes	Councilor Trudel	Yes

**All in favor. Motion PASSED.**

Mayor Giunta welcomed members of the public.

Councilor Starkweather led the Salute to the Flag,

Mayor Giunta asked for a moment of silence for Clayton Gassett who recently passed away. Clayton was a lifelong Franklin resident and graduate of Franklin High School. He served in the U.S. Airforce, serviced the City as a Councilman then as the Mayor to name just a few of the many things that Clayton dedicated himself to in our community.

Also recently passed, Sam Davis who was also a lifelong resident of Franklin and served Franklin's residents through the Franklin Fire department for 52 years serving his later years as Franklin's Fire Captain until 2019. Sam enjoyed our community and spent much time enjoying the outdoors especially on Newfound Lake.

Both were described as pillars of our society and a moment of silence was observed for Mr. Gassett and Mr. Davis.

### **Public Hearings**

Opened at 6:12 p.m.

Resolution #13-20, a resolution appropriating \$1,885 received from the sale of surplus fire equipment to be used toward the purchase of EMS/Rescue Supplies.

Mayor Giunta asked if there was anyone from the public with comments or questions. There was none.

The public hearing for Resolution #13-20 closed at 6:12 p.m.

### **Comments from the Public**

Christine Dzujna, Ward 1 resident invited everyone to stop in and look at the new Animal Shelter. They finally have their own bathroom attached to the building. She also mentioned that Doctor Taylor is preparing an agreement so he can advise the shelter and also provide evaluations and supplies at cost. This arrangement does not exclude other veterinarians from working with the Animal Shelter.

The Paws Triathlon Fundraiser for the Animal Shelter will be held at Funspot again this year. The event is scheduled for Saturday, March 21<sup>st</sup>.

Mrs. Dzujna also informed the public that the Animal Shelter is holding a Dinner Dance on April 11<sup>th</sup> from 5:30-11:00 p.m. at the Franklin Elks Club. Tickets cost \$35 per person. There will be silent auctions and 50/50 raffles.

Marty Parichand, Colby Morrill, Leigh Webb, and George Dzujna spoke to the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> grade students at the school library on various topics regarding Franklin. Topics included the White Water Park, Kayak Man and how he came to be, how City government works, and details around elections and voting. The students created Newsletters and wrote about what they learned. See below newsletter excerpts from the students:



November 2019

## *News Today* *Kayak Man*

Kayak Man is a Franklin, New Hampshire, bigger than life cartoon character. This landmark was created by a Franklin citizen named Colby Morrill. He created multiple different art pieces that are displayed throughout this wonderful city. Another wonderful piece of art that he has created is the sunflower that is in the park in downtown Franklin across from Franklin savings bank. Colby Morrill has great ideas for this town and to make it pop with bright beautiful colors. Colby has wonderful ideas to make Kayak Man a festive work of art by dressing him up for every occasion. This piece of art is a 20 ft. tall masterpiece and made using 11 kayaks. Colby Morrill had this idea for almost a full year before he went through with it. The project took about three months. It took a very long time because he went all over the North East gathering materials for this giant project. He then had to learn how to weld plastic and make this withstand incredible weather conditions. Colby Morrill's work of art has attracted many people. He has many more ideas that might soon come to life.



Written by: Laura Colprit and Kimble Rose

Page 1 December 15, 2019

## Winni Prep News

By: Payton Bryson and Zofia Twarog

### Mill City Park



- This is a birds eye view of what Mill City Park will look like.

Trestle View Park is a local park in downtown Franklin New Hampshire. A citizen of Franklin, Marty Parichand, has decided to invent Mill City Park in this location. This park will be turned into a water park to brighten up downtown. This isn't the everyday water park that you think of with slides and rides. It will include things such as kayaking, white

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water rafting, paddle boarding, boogie boarding, parkour courses, climbing walls, biking trails, etc.

Marty moved to Franklin in January of 2018. Marty has a big interest in kayaking and water sports. Marty owns a store called, ONE which stands for Outdoor New England. Marty sells kayaks, paddle boards, clothing to wear during these activities, etc. Marty also teaches people how to do these water activities.

He wanted to add something new to downtown. Marty was jealous of other towns with water parks like these, he knew that this was a great idea for Franklin and that downtown was the perfect spot. Marty says, "This park is estimated to attract 160,000 people a year into Franklin." Marty has a great idea and inspiration for downtown Franklin. He says that the entire Mill City Park will be complete in 3-5 years. If there are any questions about Mill City Park you can visit Marty's store located in downtown Franklin.



- This is what Marty hopes Mill City Park will look like.



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• This is the inside of ONE! Outdoor New England

### **Benefits of Mill City Park**

Marty Parichand's Mill City Park isn't only benefiting Franklin, but also surrounding towns and businesses. For every 2 people that are in the water, there are 8 people there to watch. People who are watching will also visit restaurants or stores around the area. This will bring in more business to Mill City Park and surrounding businesses.

The City is excited to see that the children are showing interest and creating Newsletters about what is happening in their community.

Werner Horn, Ward 2 resident asked for an update on the old CAP building on 82 Elkins Street. City Manager Milner replied that due to a budget issue, the project halted however she is working closely with them and their old building should be coming down in the spring.

David Therrien, Ward 2 resident asked the Council how the new excavator was paid for and how the cost is being shared between the departments that are using it. City Manager Milner replied that the excavator is in its third year of a seven-year lease. Milner stated that she will confirm the length of the lease and let him know. Milner explained what the excavator is being used for and based on its usage, it is allocated to other departments and billed back. Therrien asked how will the public know that that is being done. Milner replied that it is shown in the financials and the City is audited every year by an independent auditor.

Therrien asked why a fire engine goes out on every ambulance call and asked why a pick-up truck can't go instead to save on wear and tear of the fire engine. Milner replied that we don't always know what equipment will be needed at every medical call. Fire Chief Mike Foss further explained in more detail the different types of calls and which do require the Fire Engine to roll. On average, two out of five ambulance calls have the fire engine following.

Werner Horn, Ward 2 resident asked about the water tax bill increase in order to pay for the work that is needed to replace old water mains. He asked if information can be provided to the public showing which water mains will be replaced with a timeline of when to expect things to

happen. Milner replied that there are monthly SWOT meetings with each of the departments and it will be ongoing. Water and Sewer will be on the agenda for a March meeting. The public is invited to these meetings. She encouraged everyone to go the City Website and sign up for e-news so for those who sign up, they will receive the meeting notifications linked to the agendas. Horn informed the City that the trash pick-up calendar needs to be updated with current and future pick-up dates.

Mayor Giunta asked if there were any further comments from the public. There were none.

### **Legislative Comments**

Representative Werner Horn, Merrimack County Second District, 1<sup>st</sup> and 2<sup>nd</sup> voting wards of Franklin, and the community of Hill. Horn updated the Council on the status of the County budget. He informed everyone that the budget sub-committees will be meeting in February therefore if anyone has questions or concerns, please inform him so it can be addressed early on.

Horn stated that the Governor's State of the City Address and review of 2020 Bills is schedule for Thursday, February 6<sup>th</sup>. Language to the Bill that addresses allowing dogs on restaurant patios is also under review and a Public Hearing in Concord is scheduled for February 12<sup>th</sup>.

Due to ambiguity in the current language addressing dogs on restaurant patios, the 603 Brewery in Concord was shut down triggering review and changes to this Bill.

Committees will continue to work on Bills in Concord through March 23<sup>rd</sup>. If anyone has questions or concerns on any of the House Bills, contact Representative Horn and he will provide information when Public Hearings are scheduled on interested topics.

Mayor Giunta asked if the Council had any questions for Representative Horn. City Manager Milner asked which committee the Bill addressing dogs will go in front of. Horn replied that the Bill will go in front of Congress at 1 p.m. in room 302 on February 12<sup>th</sup>.

There were no further questions for Representative Horn.

### **City Council Acknowledgements**

Councilor Dzujna stated that City Manager Milner has an acknowledgement in her update that will cover what he was going to say.

### **Mayor's Update**

Mayor Giunta was in Florida in January and he was surprised that it was cold there. When it is cold there, the reptiles shut down and just fall out of trees so when anyone walked under a tree, they were looking up to avoid falling reptiles.

Mayor Giunta stated that a late item will be discussed after agenda item V. regarding a lot line adjustment for 361 Central Street.

**Agenda Item I.**

Council to consider the minutes of the January 6<sup>th</sup> City Council and 2020 Inaugural Meeting.

**Motion – Councilor Dzujna moved that the Franklin City Council approve the minutes of the January 6<sup>th</sup> City Council and 2020 Inaugural Meeting.**

**Seconded by Councilor Brown.**

Mayor Giunta asked if there were any questions or corrections to the minutes. There were none.

**All in favor. Motion PASSED.**

**Agenda item II.**

Council to consider the approval of Resolution #13-20, appropriating \$1885 received from the sale of surplus Fire Equipment to be used toward the purchase of EMS/Rescue Supplies.

**Motion – Councilor Bunker moved that the Franklin City Council adopt Resolution #13-20 to appropriate \$1,885 received from the sale of surplus fire and EMS equipment for EMS/Rescue Supplies.**

**Seconded by Councilor Starkweather.**

Mayor Giunta asked if there was any discussion. There was none.

**RESOLUTION #13-20**

**A Resolution Granting Authority to Appropriate \$1,885 received from the sale of surplus Fire and EMS equipment.**

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

**WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2020 beginning July 1, 2019, and;**



**WHEREAS**, the City Council, at their meeting held on July 1, 2019, authorized the Fire Chief to sell the following surplus equipment:

Approximately 15 Master/Street Boxes  
1 Stryker EMS Stretcher (Non-Power Cot)  
2 Forestry Council Rakes  
1 Pike Pole- 6'  
2 Backboards

**WHEREAS**, the accumulated surplus fire equipment sold for \$1,885, **now**;

**THEREFORE, BE IT RESOLVED**, *that at their regularly scheduled meeting of the City Council on Monday, February 3, 2020, the City Council of Franklin, New Hampshire does hereby vote to adopt resolution #13-20 to appropriate the funds of \$1,885.00 from the sale of the surplus Fire and EMS equipment.*

**An Increase in Revenue:**

Sale of Municipal Property Revenue Acct. No. 01-0-000-35011, Eighteen Hundred Eighty-Five Dollars (\$1,885)

**An Increase in Expenditures:**

EMS/Rescue Machinery & Equipment Acct. No. 01-2-207-40740-000, Eighteen Hundred Eighty-Five Dollars (\$1,885)

**By a roll call vote.**

**Roll Call:**

Councilor Brown	Yes	Councilor Clarenbach	Yes	Councilor Bunker	Yes
Councilor Dzujna	Yes	Councilor Starkweather	Yes	Councilor Desrochers	Absent
Councilor Testerman	Absent	Councilor Zink	Yes	Councilor Trudel	Yes

**All in favor. Motion PASSED.**

**Agenda Item III.**

Council to Consider the approval of the Franklin Schools Custodian's Agreement and Support Staff Agreement.

Mayor Giunta stated that Superintendent LeGallo is present this evening and can answer any questions. The agreements were made available for review prior to this evening.

**Motion – Councilor Brown moved that the Franklin City Council approve the 2020 to 2023 AFSCME AFL\_CIO Franklin Custodial Collective Bargaining Agreement as approved by the Franklin School Board and AFSCME AFLO-CIO Franklin Custodian with an anticipated cost savings of \$3,399 in 2020-2021; an anticipated cost of \$10,789 in 2021-2022 and \$11,005 in 2022-2023 to the general fund.**

**Seconded by Councilor Clarenbach.**

Councilor Brown stated that she read both agreements and the second contract includes pay raises without step increases. She expressed concern on the \$11,005 not being available when the time comes and asked if the contracts would need to be renegotiated. She provided the Council and School Board Members the following attachment at the January 2020 School Board Meeting:

School Board Members. As we move into the new year, I want to give you some questions addressing some of the concerns I have brought up in prior City Council meetings. I have asked before about where in the Strategic Plan I could find specific references on plans to address significant student deficiencies in math and science. As I looked at the SAU strategic plan, I see Goal 2 that strives to "Create an environment where teachers are valued and have access to the tools necessary to create a safe, supportive educational experience".

1. What specifically are the tools and how will they address the fact that only 16% of our 11<sup>th</sup> grade students are proficient in math and only 22% in science, (based on the NH Assessments results on the DOE website.)?
  - a. Is this a SAU/School Board focus and how will the SAU/School Board establish and drive specific, measurable goals with deadlines to evaluate improvement in these two areas? I could find nothing in this addendum of a measurable goal with proficiency level targets and achievement dates that address these low scores or how to improve them. These scores represent a 20% drop in 11<sup>th</sup> grade proficiency in Reading, from 56-36 % from SY16/17 to 17/18.
2. Is there any SAU/School Board plan to pursue the retention of trained teachers and staff to provide continuity each year for our students and the school curriculum? We cannot afford to train teachers only to lose them to another school district.

3. The State did step up this year and provide some much-needed funding for our schools. For Franklin this is over \$800K in 2019/20; slightly less in FY2020 and a little over \$900K in 2021. The City Council voted unanimously to give the full amount this year to the school for their disbursement. How is the school planning on using this money?
- a. Will monies be set aside to cover unanticipated SPED costs?
  - b. Will any of the monies be used to retain teachers?
  - c. Will additional councilors be hired for the early grades to try to catch students early who may fall through the cracks in learning?
  - d. What new courses, if any, will be brought back into the curriculum and if so, what are they and can they be sustained past 3 years?
  - e. Are there other spending priorities?

The timing of the money from the State to the school is fortuitous as the other city departments are now facing the impact of shifting money to the schools over the last three years. In that timeframe over \$1.3 million was voted by the city council to go to the schools. Now other departments are in need of upgrades, salary increases and step promotions, hires and other operational necessities to sustain their missions.

I also recommend that the school budget plan on a tax cap budget from the city for this next fiscal year, just as the other city departments will likely be planning. As the school board has voted, and the City Council has approved to give raises the past several years to teachers, so now the city and council must recognize those same qualities and performance in our city employees and look to compensate them in the same manner. I encourage the school to carefully allocate their funds to sustain their budgets over the next 3 years and beyond as municipal requirements can no longer wait.

School Board Treasurer Deb Brown replied that as soon as the Council approves the contracts, they become part of their official budget and the school would have to fund it in that year.

Councilor Dzujna stated that he was happy to see that some money was saved on insurances. Business Administrator Jefferson Braman explained how the stabilization component is in the budget every year however the adequacy aid formula can only be planned for this biennium.

Mayor Giunta asked if there were any further questions or comments. There were none.

**All in favor of the motion. Motion PASSED.**

**Motion – Councilor Clarenbach moved that the Franklin City Council approve the 2020 to 2023 AFSCME Council 93 Local 3158 Franklin Support Staff Bargaining Agreement as approved by the Franklin School Board and AFSCME Council 93/Local 3158 Franklin Support Staff with an anticipated cost savings of \$10,300 in 2020-2021; an anticipated cost of \$37,997 in 2021-2022 and \$48,213 in 2022-2023 to the general fund. Seconded by Councilor Starkweather.**

Councilor Dzujna recused himself from this vote due to his wife, Mrs. Christine Dzujna, who is on the school support staff.

Mayor Giunta asked if there were any further comments or questions. There were none.

**All in favor. Motion PASSED.**

School Board Treasurer Deb Brown thanked the City Council for their support in approving the agreements adding that they are both crucial in support the students and maintenance of the buildings. Mayor Giunta thanked the School Board and Administration stating that they did a great job in their renegotiations recognizing that it is not an easy thing to do.

#### **Agenda Item IV.**

Superintendent Dan LeGallo provided the monthly School Board Update.

LeGallo also thanked the City Council for approving the agreements stating that it will give them stability for the next few years. He stated that the School Board just ratified an agreement with the teachers. The School Board will review it at their February board meeting and expect to bring it to the City Council in March.

An Assessment Meeting with the School Board is scheduled for February 13<sup>th</sup>, 6 p.m. at the Middle School.

LeGallo thanked City Manager Milner, Fire Chief Foss, and Police Chief Goldstein for the recent Safety Meeting held last month. He thought it was a very good meeting.

LeGallo also stated that he is working closely with the Police Department and the City on the Department of Justice Grant that is expected to bring \$1.25M to the City and School System. LeGallo thanked Mayor Giunta for responding to his email even while he is away. Mayor Giunta was able to reach one of his engineers who provided help to the Franklin Robotics Team.

LeGallo invited Jule Finley, Carisa Corrow, and Molly Horn up to the podium to discuss the Portrait of a Graduate Grant. Jule has been working in the school system for the past 26 years and also runs our amazing theatre group here in Franklin. Auditions for the springtime district wide musical were recently conducted and 105 kids attended.

Jule Finley stated that she heard of this grant while attending a National Education Association (NEA) Event over a year ago. She introduced Carisa Corrow from the Center for Collaborative

Education and long-term Franklin High School teacher Molly Horn who are all partnering together throughout this process. The goal of the Portrait of a Graduate project is a way to bring together teachers, students, school staff, business partners, and community members for a year-long process resulting in the vision of what a successful student in Franklin should look like.

Finley invited anyone who has questions to email her, Carisa, or Molly. She also handed out pledge cards to the Council and stated that she will be distributing them throughout the community. She also proudly stated that the Franklin School District is currently the only district in NH that the Bar Foundation gave money to in support of this project. Applause was provided by everyone.

Mayor Giunta thanked Jule Finley, Carisa, and Molly. He then asked if anyone had any questions for Superintendent LeGallo. There were none.

#### **Agenda Item V.**

Council to consider an easement with PermaCityLife for parking spaces in the Franklin Street Lot.

**Motion – Councilor Brown moved that the Franklin City Council adopt the easement with PermaCityLife for 8 parking spaces in the Franklin Street Parking lot (tax map 117-059-00) for the exclusive use of the tenants of 359 and 361 Central Street for 25 years. Seconded by Councilor Dzujna.**

City Manager Milner requested that a correction to the address be made in all references including the easement. The address should be 355 and 361 Central Street not 359 and 361.

**Motion - Council Brown moved to amend the original motion to read 355 and 361 Central Street. Seconded by Councilor Starkweather.**

Mayor Giunta asked if there was any discussion with regards to the amendment to the motion. There was none.

**All in favor. Motion PASSED.**

President of PermaCityLife Sam Durfee stated that he attended the recent Planning Board meeting regarding the lot line adjustment within the same area. He stated the reason for tonight's request is for the 2<sup>nd</sup> and 3<sup>rd</sup> floor residents of the Toad Hall Building. One of which is interested in opening a business in our downtown area.

Councilor Clarenbach stated that the printed document that the Council is looking at this evening shows 9 highlighted spaces but the discussion is speaking to only 8 spaces. Clarenbach stated that he is in support of the boundary line adjustment however he stated concern on the duration of renting the parking spaces out. He is also concerned with the condo association or PermaCityLife (PCL) "holding" spaces if they are not being utilized and he wonders what the overall game is plan is since the remaining parking spaces will be free parking. City Manager Milner pointed out that a few of the spaces can be adjusted and explained which spaces would be used for this easement with PCL. Mr. Durfee also pointed out that that largest space closest



to Franklin Street is an ADA space and PCL does not want to lay any claim to that so it will remain as is strictly for ADA use. Milner stated that the two spaces next to the dumpster in the drawing is not part of this easement with PCL. Durfee stated that in prior discussions, the parking easement was for a 30-year lease and this evening, he is hearing that it's a 25-year lease. Milner responded stating that she wrote a 20-year lease in her meeting notes from past meetings so she split it in the middle to derive at a 25-year lease. Durfee replied that it was fine. He also pointed out that there isn't any reference to a Right of first refusal in the agreement and Milner replied that she didn't see that wording in the draft and thought that was on purpose so is not included in the agreement that is in front of the Council tonight.

Mayor Giunta asked Durfee to provide some details to the Council with regards to the right of first refusal. He explained that when selling the units, the tenants would likely want some level of confidence that their parking spaces will be there in the future should they decide to sell as it could affect the value of their condo or renew at whatever the market value of the parking spaces is at that time. The terms could be renegotiated and still have the right of first refusal instead of the parking spaces being stripped from the condos.

Clarenbach stated that he is concerned that parking spaces will be held and possibly not paid for by the condo association or PCL if they are not being rented out. There is no language in the agreement to address this. There is language for non-payment which stated that the City takes the space(s) back but it is not clearly stated what happens if there is no renter/owner paying for the parking space. He suggested waiting until this language is made clear before voting on this tonight. Durfee responded that there is an urgency to vote on this therefore City Manager Milner took a few minutes to rewrite a new motion to include precise language addressing non-payment and dissolution to address this.

Mayor Giunta called a recess at 7:00 p.m. The meeting reconvened at 7:17 p.m.

City Manager Milner created a new page 1 of the easement agreement for parking spaces with PermaCityLife. Clarifications to the ADA parking space and the other spaces along with language to address the right of first refusal and the event of nonpayment were added. Milner read the new wording of the agreement to the Council: "PermaCityLife, or assigns holds the Rights of First Refusal to renew this parking and dumpster easement at a market rate upon conclusion of the 25-year term. In the event of non-payment, the number of parking spaces unpaid shall revert back to the City and that portion of the easement shall be null and void."

The full draft contract is shown below:

**City of Franklin**  
**City Manager**  
**316 Central Street**  
**Franklin, NH 03235**

**Recording Fee:**       \$ \_\_\_\_\_  
**Transfer Tax/Stamp:** \$ \_\_\_\_\_  
**LCHIP Surcharge Fee:** **\$25.00**

**THE ABOVE SPACE IS FOR THE EXCLUSIVE USE OF THE  
MERRIMACK COUNTY REGISTRY OF DEEDS  
(FOR PLACEMENT OF TRANSFER TAX STAMPS & RECORDING INFORMATION)**

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***Easement Deed  
(Parking and Dumpster Area)***

The **City of Franklin**, a municipal corporation with a usual place of business at 316 Central Street, Franklin, Merrimack County, State of New Hampshire 03235 ("Grantor"), grants to **PermaCityLife**, a State of New Hampshire non-profit corporation, having an address of 361 Central Street, Franklin, Merrimack County, State of New Hampshire 03235 ("Grantee"), the exclusive right and easement for 25 years to use 8 parking spaces in the **Franklin Street** Parking Lot, tax map number of N8-117-59, owned by the City of Franklin, for the purposes of parking for tenants of the second floor of 361 Central Street (2 spaces), the third floor of 361 Central Street (2 spaces), 355 Central Street (2 spaces), and 2 spaces, in a location subject to mutual agreement, for a dumpster and associated screening to be used by the restaurant in the first floor of 361 Central Street exclusive of ADA space. The parking spaces shall be the closest spaces to the south side of 361 Central Street. The City reserves the right to assign the designated parking spaces to another City parcel in the event that the City needs to better consolidate one or more leased parking areas into a better layout configuration. The cost of these 8 spaces shall be \$200.00 per year, per space, with the fee waived for the first two years of the twenty-five year term. PermaCityLife, or assigns, holds the rights of first refusal to renew this parking and dumpster easement at market rate upon conclusion of the twenty five year term. In the event of non-payment, the number of parking spaces unpaid shall revert back to the City and that portion of the easement shall be null and void.

The aforementioned parking spaces are shown on a plan titled "Boundary Line Adjustment and Parking Easement Plan between PermaCityLife and City of Franklin", dated December 16, 2019, prepared by GCE Associates, to be recorded herewith at the Merrimack County Registry of Deeds.

The burden of maintenance of the parking lots will be borne by the City through the regular maintenance of the parking lot. The City, through the Municipal Services Department, reserves the right to winter-time based regulations on when cars need to be removed from, or otherwise consolidated into one area of, the lot for maintenance purposes. The restaurant tenant in the first floor of 361 Central Street will be solely responsible for maintaining the dumpster area in a condition acceptable to the City's Code Department. In the event there is no tenant in the first floor of Toad Hall, PermaCityLife will bear the responsibilities of maintenance of the dumpster area.

The Easement granted herein is conveyed subject to all matters of record, as of the date hereof. The easement granted herein shall run with the land of Grantor. All references to Grantor and Grantee shall also apply to their respective successors and assigns.

#### **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

#### **CITY OF FRANKLIN**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Judie Milner  
City Manager  
Duly Authorized

Authority for the City Manager to enter in this Agreement and License was granted by the City Council on \_\_\_\_\_, 2020, and is hereby incorporated into this Agreement by reference.

PermaCityLife accepts this Easement Deed and the terms contained therein.

#### **PERMACITYLIFE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Sam Durfee  
President  
Duly Authorized

The Council was in support of the changes. Mayor Giunta stated that these changes were covered under the original motion which is referring to the agreement that has just been adjusted. Since the motion had already been amended, the Council can now vote.

The Council was in support of the updated agreement. Mayor Giunta asked if there were any further questions or comments. There was none.

**All in favor. Motion PASSED.**

**Agenda – Late Item.**

Lot Line Adjustment for 361 Central Street.

**Motion – Councilor Brown moved that the Franklin City Council authorize the Franklin Planning Board to sign the mylars for the approved plan for lot line adjustment at 361 Central Street.**

**Seconded by Councilor Dzujna.**

Mayor Giunta asked the Council if there was any discussion. There was none.

**All in favor. Motion PASSED.**

**Agenda Item VI.**

**Other Business**

- 1. Mayoral Committee Appointments - none**
- 2. Committee Reports – none**
- 3. City Manager's Update**
  - a) Contingent Grant Line Activity was \$20 in t-shirt sales for K9 Miller.
  - b) The Trust fund for school funding remains at \$69.26.
  - c) Mill City Park permitting update: The answers to the 26 questions were submitted to DES on the 26<sup>th</sup> of January thus starting the 30-day window to receive a permit.
  - d) Property disposition/acquisition update: Last month, the Council approved the disposition/acquisition of certain properties for the City. Daniel's Point is no longer on the table for acquisition. It is currently on the Market to be sold by the owners.
  - e) Next LEAN meeting is scheduled for February 10<sup>th</sup> . There are many things to review so it should be a productive meeting.
  - f) City Manager Milner stated that she had the pleasure of attending the January 15<sup>th</sup> Police Award Ceremony. The Opera House was packed with families and friends. Feedback from officers was very positive and appreciative of the recognitions the received from the Chief. Lieutenant Poirier and Sergeant Matthews were sworn into their new roles. City Manager Milner thanked Chief Goldstein for organizing a great ceremony.
  - g) Departmental SWOT presentations: Milner thanked Chief Foss for explaining what the Fire Department needs and what the future holds. There will be a doodle poll for the next presentation in March regarding water/sewer.

- h) Milner stated that she attended the School Board meeting on January 21<sup>st</sup> and it was a very productive meeting on the topic of Safety. She added that the Superintendent sits on the City's Emergency Management Group and the group just finished updating the Emergency Management Plan to be shared with the Council at the March City Council Meeting.
- i) Milner attended the Lakes Region Chamber of Commerce Annual meeting on January 30<sup>th</sup> where awards were given to the Buell Block Investors, Vulgar Brewery, and the IFA Buildings (Jim Sessler and IFA). The awards were given to each of them for their Economic Development efforts and refurbishment of their buildings. Franklin received the most awards.
- j) A local level Emergency Preparedness meeting will be held on February 5<sup>th</sup> at 6 p.m. at the Franklin Lodge of Elks. Fire Chief Foss will be hosting the meeting.
- k) Vulgar Brewery will be hosting the Capital Region Development Corp Board of Directors Meeting on January 23<sup>rd</sup>. The members of the group said wonderful things about Franklin and they are watching and waiting to see what they can do for us next.
- l) Eversource will be replacing 20 existing wood poles in the area of Flag Hole, Montgomery, Salisbury, and Smith Hill Road. The work is set to begin the week of February 3<sup>rd</sup>.
- m) The New Hampshire Business Review magazine published the top 200 most influential business leaders and our very own Marty Parichand, owner of Outdoor New England and Executive Director of Mill City Park, was chosen as one of the 200 alongside the likes of Alex Rea and Rusty McLearn. Milner congratulated Parichand on this achievement.
- n) Next Tuesday, February 11<sup>th</sup> is election day. The NH Constitution stated that the Councilors must attend this election.
- o) Milner gave a big shout out to Kandyce Tucker, the Mayor's drug & alcohol task force coordinator for her collaboration with the school district. She also gave a shout out to Barbara Slayton for her work in this effort as well. Kandyce was instrumental in obtaining a Grant so that this important work can continue. Through collaboration with the School and Barbara Slayton, Kandyce applied for a 5-year \$300K Grant. This Grant brings some structural changes to the Task Force. To put some perspective on this, the current Task Force Grant is \$125K a year for 10 years. It is in its final year. Kandyce also reached out to the NH Charitable Foundation and once they learned of the collaboration, future plans, and need for a Grant writer, they funded the cost for the Professional Grant Writer. Applause for Kandyce Tucker was given by everyone.
- p) HGTV's Hometown Takeover will be redoing some facades in our Downtown and also a few Historical Homes in Franklin. Milner will let the Council know when she learns more and when support letters will be needed.
- q) A tv crew from LA will be coming here this week to work on a documentary about social media and the pressures on children. Their main focus will be in the Town of Belmont but they are also planning to do a few shots here in Franklin. The documentary is scheduled to air in early 2021.
- r) The NH Economic Development Association is hosting full day session here in Franklin for paid members where a panel comprised of Economic Development Committee



members will share information on what we are doing here in Franklin. This will be scheduled on either May 12<sup>th</sup> or 13<sup>th</sup>. There will be a walking tour as well and the Council is welcome to join during that portion of the session.

- s) The Elected Officials Handbook is reviewed every year and it's time to renew it again. A request for approval is planned to be included for the March Meeting.

Mayor Giunta stated that there are a couple of appointments this evening.

Katie Gargano has been filling in for the past few years as Supervisor of the Checklist for Ward II because no-one has applied to fill the position.

There was some discussion around who can fill the Supervisor of the Checklist position and how many Councilors must attend the election.

**Motion – Councilor Clarenbach moved that the Franklin City Council re-appoint Angela Swett as Chair to the Library Board of Trustees (Seat LT5), term of service is 3 years to January 2023.**

**Seconded by Councilor Trudel.**

Mayor Giunta asked if there was any discussion. There was none.

**All in favor. Motion PASSED.**

Mayor Giunta stated that he had a conversation with School Board Chair Tim Dow and both agree that it would be a good idea to get the school Board and City Council together to talk, interact, and get things out in the open. He would like to see that continue and asked that a Doodle Poll be sent to all City Council and School Board members.

Councilor Zink stated that it would be a good idea to have this meeting before any potential pink slips go out. Chair Dow added that he would like it scheduled as soon as possible because the City and School will be starting their budgets for the next fiscal year very soon.

**Motion – Councilor Zink moved that the Franklin City Council enter into nonpublic according to 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 public.**

**Seconded by Councilor Dzujna.**

Mayor Giunta asked if there was any discussion. There was none.

**Roll call to enter into nonpublic:**

Councilor Brown	Yes	Councilor Clarenbach	Yes	Councilor Bunker	Yes
Councilor Dzujna	Yes	Councilor Starkweather	Yes	Councilor Desrochers	Absent
Councilor Testerman	Absent	Councilor Zink	Yes	Councilor Trudel	Yes

**All in favor. Motion PASSED.**

Entered into nonpublic session at 7:42 p.m.

**Motion was made by Councilor Bunker to leave nonpublic session and return to public session. Seconded by Councilor Brown.**

Mayor Giunta asked if there was any discussion. There was none.

**All in favor. Motion PASSED.**

Public session reconvened at 7:59 p.m.

**Motion – Councilor Trudel moved to seal the minutes because it is determined that divulgence of this information likely would render a proposed action ineffective. Seconded by Councilor Brown.**

Mayor Giunta asked if there was any discussion. There was none.

**Roll call to seal the minutes:**

Councilor Brown	Yes	Councilor Clarenbach	Yes	Councilor Bunker	Yes
Councilor Dzujna	Yes	Councilor Starkweather	Yes	Councilor Desrochers	Absent
Councilor Testerman	Absent	Councilor Zink	Yes	Councilor Trudel	Yes

**All in favor. Motion PASSED.**

**Motion to adjourn the City Council meeting was made by Councilor Clarenbach. Seconded by Councilor Brown.**

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

Audrey Lanzillo

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



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**  
February 19, 2020

**From:** Dan LeGallo, Superintendent

**Subject:** 2020-2022 Franklin Education Association Agreement

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**Recommendation:**

To ask the Franklin City Council to approve the 2020-2022 Franklin Education Association Collective Bargaining Agreement as approved by the Franklin School Board and Franklin Education Association.

**Suggested Motions:**

**March 2nd, 2020**

Councilor moves, "I move that the Franklin City Council approve the 2020-2022 Franklin Education Association Collective Bargaining Agreement as approved by the Franklin School Board and the Franklin Education Association with an anticipated cost of \$248,288 for the 2020-2021 fiscal year and \$212,164 for the 2021-2022 fiscal year to the general fund and \$279,207 for the 2020-2021 fiscal year and \$245,434 for the 2021-2022 fiscal year when including federal funds.

Mayor calls for a second, discussion and vote.

**Discussion:**

The Franklin School Board and the Franklin Education Association collectively bargained in good faith a new teacher's agreement for the 2020-2022 school years. The intent of the agreement is to provide the ability to retain teachers so as to also retain the experience of those teachers, the relationships they have developed with the students and their families and to maintain consistency in the staffing and student performance. This will allow the district to avoid having to train and mentor as many new teachers to the educational goals of the district and the need to redevelop those relationships. The cost of the agreement is anticipated to be covered by the permanent restoration of the stabilization grant in the calculation of the state adequacy aid

**Fiscal Impact:**

The cost of the agreement will be \$248,288 in fiscal year 2020-2021 and \$212,164 in fiscal year 2021-2022 to the general operation budget and a total of \$279,207 in fiscal year 2020-2021 and \$245,434 in fiscal year 2021-2022 when including federal fund sources.

**Alternatives:**

Do not approve the agreement as written and require new negotiations to proceed.

**Attachments/Exhibits:**

Summary Costs of new collective bargaining agreement.

FEA Negotiations for 2020 ot 2022

FEA School Board Negotiation Counter Proposal for 2020-2022

Summary Costs Half Step Increase Salary Table 3% Off Step

Missed Step Addition (\$500,\$1,000 1st Year;\$500,\$1,000 More 2nd Year)

		2020-2021	2021-2022	2020-2021	2021-2022
		INCREASE	INCREASE	INCREASE	INCREASE
SALARY					
W/O Grant funded	2020-2021	\$ 215,459			
W/O Grant funded	2021-2022		\$ 211,849		
With Grant Funded	2020-2021			\$ 246,378	
With Grant Funded	2021-2022				\$ 245,119

7.10 COLLEGE COURSE REIMBURSEMENT FUND

2020-2021	\$ 15,000	
2021-2022		0

7.20 TEACHER MENTORING STIPENDS

2020-2021	\$ 6,300	
2021-2022		0

10.3 SICK AND PERSONAL DAY STIPEND

2020-2021	\$ 7,434	
2021-2022		0

Appendix A - LONGEVITY

2020-2021	\$ 4,095	
2021-2022		315

Total W/O  
Grant  
Funded \$ 248,288 \$ 212,164

Total WITH  
Grant Funded \$ 279,207 \$ 245,434

## Proposed Salary Tables

## Corrected 2019-2020

STEP	BA	BA +15	MA	MA+15
1	\$ 33,438	\$ 35,030	\$ 36,621	\$ 38,214
2	\$ 35,030	\$ 36,621	\$ 38,214	\$ 39,488
3	\$ 36,621	\$ 38,214	\$ 39,488	\$ 40,762
4	\$ 38,214	\$ 39,488	\$ 40,762	\$ 42,035
5	\$ 39,488	\$ 40,762	\$ 42,035	\$ 43,308
6	\$ 40,762	\$ 42,035	\$ 43,308	\$ 44,583
7	\$ 42,035	\$ 43,308	\$ 44,583	\$ 45,856
8	\$ 43,308	\$ 44,583	\$ 45,856	\$ 47,131
9	\$ 44,583	\$ 45,856	\$ 47,131	\$ 48,405
10	\$ 45,856	\$ 47,131	\$ 48,405	\$ 49,678
11	\$ 47,131	\$ 48,405	\$ 49,678	\$ 50,952
12	\$ 48,405	\$ 49,678	\$ 50,952	\$ 52,226
13	\$ 49,678	\$ 50,952	\$ 52,226	\$ 53,500
14	\$ 50,952	\$ 52,226	\$ 53,500	\$ 54,774
15	\$ 52,226	\$ 53,500	\$ 54,774	\$ 56,047
16	\$ 53,500	\$ 54,774	\$ 56,047	\$ 57,321
17	\$ 54,774	\$ 56,047	\$ 57,321	\$ 58,595

17+ 3%

## 2020-2021

Add Half Step to Scale

STEP	BA	BA +15	MA	MA+15
1	\$ 34,234	\$ 35,826	\$ 37,418	\$ 38,851
2	\$ 35,826	\$ 37,418	\$ 38,851	\$ 40,125
3	\$ 37,418	\$ 38,851	\$ 40,125	\$ 41,399
4	\$ 38,851	\$ 40,125	\$ 41,399	\$ 42,672
5	\$ 40,125	\$ 41,399	\$ 42,672	\$ 43,946
6	\$ 41,399	\$ 42,672	\$ 43,946	\$ 45,220
7	\$ 42,672	\$ 43,946	\$ 45,220	\$ 46,494
8	\$ 43,946	\$ 45,220	\$ 46,494	\$ 47,768
9	\$ 45,220	\$ 46,494	\$ 47,768	\$ 49,042
10	\$ 46,494	\$ 47,768	\$ 49,042	\$ 50,315
11	\$ 47,768	\$ 49,042	\$ 50,315	\$ 51,589
12	\$ 49,042	\$ 50,315	\$ 51,589	\$ 52,863
13	\$ 50,315	\$ 51,589	\$ 52,863	\$ 54,137
14	\$ 51,589	\$ 52,863	\$ 54,137	\$ 55,411
15	\$ 52,863	\$ 54,137	\$ 55,411	\$ 56,684
16	\$ 54,137	\$ 55,411	\$ 56,684	\$ 57,958
17	\$ 55,411	\$ 56,684	\$ 57,958	\$ 59,232

17+ 3%

## 2021-2022

Add Half Step to Scale

STEP	BA	BA +15	MA	MA+15
1	\$ 35,030	\$ 36,622	\$ 38,134	\$ 39,488
2	\$ 36,622	\$ 38,134	\$ 39,488	\$ 40,762
3	\$ 38,134	\$ 39,488	\$ 40,762	\$ 42,035
4	\$ 39,488	\$ 40,762	\$ 42,035	\$ 43,309
5	\$ 40,762	\$ 42,035	\$ 43,309	\$ 44,583
6	\$ 42,035	\$ 43,309	\$ 44,583	\$ 45,857
7	\$ 43,309	\$ 44,583	\$ 45,857	\$ 47,131
8	\$ 44,583	\$ 45,857	\$ 47,131	\$ 48,405
9	\$ 45,857	\$ 47,131	\$ 48,405	\$ 49,678
10	\$ 47,131	\$ 48,405	\$ 49,678	\$ 50,952
11	\$ 48,405	\$ 49,678	\$ 50,952	\$ 52,226
12	\$ 49,678	\$ 50,952	\$ 52,226	\$ 53,500
13	\$ 50,952	\$ 52,226	\$ 53,500	\$ 54,774
14	\$ 52,226	\$ 53,500	\$ 54,774	\$ 56,047
15	\$ 53,500	\$ 54,774	\$ 56,047	\$ 57,321
16	\$ 54,774	\$ 56,047	\$ 57,321	\$ 58,595
17	\$ 56,048	\$ 57,320	\$ 58,595	\$ 59,869

17+ 3%

FEA Negotiations for 2020 to 2022

Article 10.3 - Personal and Sick Day Stipend

	Data		
	0	1 or 2	3 or 4
	600	400	300
FY19	7	3	14
FY18	2	2	13
FY17	1	16	12
Average	3	7	13
Cost	\$ 1,800	\$ 2,800	\$ 3,900
Total + Taxes			\$ 10,710
2020-2021			
	0	1 or 2	3 or 4
Days	1000	700	500
Stipend	3	7	13
Use			
Cost	\$ 3,000	\$ 4,900	\$ 6,500
Total + Taxes			18144
Increase			\$ 7,434
2021-2022			
	0	1 or 2	3 or 4
Days	1000	700	500
Stipend	3	7	13
Use			
Cost	\$ 3,000	\$ 4,900	\$ 6,500
Total + Taxes			18144
Increase			0

Article 7.10 - College Course Reimbursement Fund

2020-2021	
Total	\$ 15,000
2021-2022	
Total	\$ 15,000

Article 7.20 - Teacher Mentoring Stipends

2020-2021	
Stipends	\$ 5,000
Taxes	\$ 1,300
Total	\$ 6,300
2021-2022	
Stipends	\$ 5,000
Taxes	\$ 1,300
Total	\$ 6,300



## TENTATIVE AGREEMENTS #3

Franklin Board of Education and Franklin Education Association

January 9, 2020

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This tentative agreement calls for no changes to the parties' 2019-2020 collective bargaining agreement, except as expressly referenced herein.

**Items in bold and *italicized* are to be added and items ~~struck-through~~ are to be deleted.**

### DEFINITIONS

**PART-TIME:** Part-time teachers are defined as those working less than forty (40) hours per week for the full-school calendar year. All salary and benefits for part-time teachers shall be pro-rated. The school district will grandfather

current part-time employees ~~Michelle Chamberlain and Judy Tibbetts~~ at ~~their~~ *her* respective benefits package.

### ARTICLE 1 RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Franklin School District during the term of this Agreement. The term "teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of teaching personnel, school librarians, guidance personnel, but excluding superintendent, assistant superintendent, business administrator, principal, assistant principal, ~~coordinators of special education~~ *director*, ~~vocational directors~~ *curriculum director*, persons employed by the State Board of Education, nurses, teacher consultants, teacher aides, school volunteers, bona fide executive or administrator.

### ARTICLE V ASSOCIATION RIGHTS

- 5.5 Upon notification by an employee (see Appendix D attached hereto), the Board agrees to deduct from the salaries of its' teachers dues for the Franklin Education Association, National Education Association-New Hampshire, National Education Association as said teachers individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Franklin Education Association treasurer on a monthly basis.

~~All members of the bargaining unit who elect not to join the Association, shall pay a "fair share" fee as determined by the Association, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions of this article.~~

***Should the Janus Decision be overturned, or agency fees otherwise determined to be lawful, the Association and the Board agree that the above stricken paragraph should be reinserted into the contract on the effective date of such decision or legal status.***

Should there be a dispute between members of the bargaining unit and the Association (and/or District) over the matter of any such deductions, the Association agrees to defend, indemnify and hold harmless the Board, the District, and their agents and administrators in any such dispute.

## **ARTICLE VII TEACHER EVALUATION**

- 6.5 Each new teacher to the Franklin school system shall be made aware of the school district's evaluation plan, including criteria, goals and objectives of any such plan (including new plans) and the Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination of any matters under this Section ~~6.6~~ 6.5.

## **ARTICLE VII TEACHER EMPLOYMENT**

- 7.5 ~~Effective January 6, 1992, t~~Teachers shall be granted a duty-free lunch period of at least thirty (30) minutes.
- 7.7 In the event a teacher's position becomes eliminated or changed (regardless of the reason), he/she shall be given priority consideration for any open and unfilled position which may then be available, provided he/she is qualified, can be certified or is certifiable by the State Department of Education, ~~and is highly qualified~~ for the new position. Any such teacher shall be required to submit a written request for consideration under this Section, such

request shall set forth the position desired and open, the teacher's qualifications, and a statement that he/she is certifiable for any such position.

- 7.8 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent no later than the day following Labor Day of any contract year. ~~Time requirements specified in this Section 7.8 may be extended by mutual agreement.~~
- 7.9 The Association agrees to submit to the ~~Board~~ **Superintendent** for its consideration suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. Before the School Board approves any proposed modification of the school calendar during the school year, the Association will be given an opportunity to provide input, and meet and confer, in such instances. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of the Agreement.
- 7.10 The Board will reimburse teachers 100% of the actual cost of a course offered at University System of New Hampshire (USNH) or 80% of the actual cost of a course from another approved college when the course is not offered within USNH. This will be approved by the Superintendent or his/her designee, subject to the following criteria: ***applicant's minimum of 3<sup>rd</sup> year of employment with the Franklin School District***, course content; availability of funds; and the timeliness of request. The Superintendent, or his/her designee, shall have the sole and exclusive judgment under the provisions of this Section 7.10. This Section 7.10 shall require documentation of a grade of B- or better upon completion of the course in order to receive reimbursement as set forth herein. Teacher reimbursement will be limited to one course per year, but can reapply after the first semester if funds remain available. ***There shall be a minimum of \$15,000 available for this provision.***
- 7.11 In-service days set forth in Section 7.2 of this Article shall be determined with the cooperation of the Association and the parties shall meet and confer, both as to content and number of days. In any event, the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed ~~five (5)~~ ***ten (10)***.
- 7.17 When a suitable substitute cannot be obtained, a Teacher may at his/her discretion cover a class during his/her preparation time. The Teacher will receive \$20.00 for each class covered during his/her preparation time, for the high school, which is on block scheduling, the rate shall be \$35 for substituting in an 80-minute block. Such substitution is purely voluntary and refusal of substitution will not be used for evaluation purposes. No teacher will be expected to cover for their co-teacher in lieu of a substitute. When a substitute cannot be obtained, and non-study hall classes are combined by the building administrator ***or designee***, additional compensation that equates to the pro rata daily substitute rate (hourly basis) shall be paid to the teacher covering the combined class.

7.19 *Except in unusual circumstances, teachers will be notified of their teaching assignments for the upcoming school year no later than August 1<sup>st</sup> of the upcoming school year.*

7.20 *There shall be a committee established for the purpose of creating a mentor program for employees. The committee shall consist of at least one administrator designated by the District to be the Mentor Coordinator, at least one employee from each school as designated by the Association, and the Association president or his/her designee. There shall be \$5,000 available for each year of this agreement to pay for training of staff and provide stipends for mentors.*

## **ARTICLE VIII RATES OF PAY**

8.2 ~~If it can be accomplished without additional work and/or cost to the District, t~~Teachers shall have the option of salary payment, prorated on the basis of twenty-one (21) or twenty-six (26) paychecks. Those selecting twenty-six (26) payments shall be paid one paycheck prior to the holiday break in December, subject to availability of funds, and in a lump sum of four paychecks on the last pay period of the school year. The option must be exercised at contract execution time in the year preceding the year in which the option is to be effective, and may only be exercised once in any school year.

8.4 ~~If the teacher selects the twenty-six (26) pay period option, the 26th payment will be made in December prior to the holiday break, subject to the availability of funds.~~

## **ARTICLE X LEAVES OF ABSENCE**

10.3C Any teacher whose combined annual use of sick leave and personal leave is limited to the levels shown below is entitled to a stipend at the end of the fiscal year as follows:

### Total Sick & Personal Days Used Stipend

sed	<del>\$600</del> <b>\$1,000</b>
2 Used	<del>\$400</del> <b>\$700</b>
: 4 Used	<del>\$300</del> <b>\$500</b>

(Note: For example, the ~~\$400~~ **\$700** stipend would be paid if 2 sick and 0 personal days are used, or 2 personal and 0 sick days are used, or 1 sick and 1 personal day are used).

10.08 An employee called as a juror or witness will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay

stub) must be submitted to the **Human Resources** ~~employee's immediate supervisor~~ in a timely manner and any reimbursement due the teacher, i.e. mileage, shall be paid the teacher by the end of the next payroll period or at the end of the school year at the teacher's discretion.\*

*\*It is understood by the Franklin Education Association providing that the "SAU 18 office staff" has the time and that their work load will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).*

- 10.10 Teachers shall be entitled to a maximum of three (3) paid days **per occurrence** for attendance at funerals of immediate family members to include: spouse, children, siblings, parents, grandparents, aunts, uncles and cousins of the teacher and spouse. ~~One day shall be granted to the superintendent, and~~ up to 3 days may be granted at the discretion of the Superintendent. In extenuating circumstances the Board may grant additional leave under this Section 10.10 as set forth in Section 10.11 of this Article X.

## **ARTICLE XI INSURANCE**

- 11.1 The Board agrees to maintain in effect insurance plans for all employees so long as they remain on the Franklin School **District** payroll. A summary of the benefits to be provided under said plan is set forth in Appendix B attached hereto.

## **ARTICLE XVI DURATION OF AGREEMENT**

- 16.1 This Agreement shall continue in full force and effect from July 1, ~~2019~~ **2020** until twelve o'clock midnight June 30, ~~2020-2022~~, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fifteenth (15th) of any year.

## APPENDIX A

### FRANKLIN TEACHER COMPENSATION ~~2019-2020-2020-2022~~

~~The Franklin School Board and the Franklin Education Association will form a six-member Salary Schedule Committee to create an updated salary schedule prior to the next contractual negotiations.~~

Employees covered by this Agreement will be compensated by the Board during the term of this contract as follows:

4. Teachers shall receive annually an additional ~~\$250~~ **\$500** upon completion of twenty years (20) of service to the District through the twenty-fifth (25<sup>th</sup>) year. Unit members shall receive annually an additional ~~\$500~~ **\$750** upon completion of twenty-five (25) years of service to the District, which will continue for each additional year of service thereafter.

## APPENDIX B

### INSURANCE

1. *For the duration of this contract, the Board agrees to give teachers the ~~option of enrollment in one of the following health insurance plans:~~*

**SCHOOL CARE – YELLOW ACCESS WITH CHOICE FUND** (subject to plan name change).

2. *Teachers may select single, two (2) person, or family coverage.*
3. *The Board agrees to pay the following based on School Care – Yellow Access with Choice Fund rates:*

<del>2019-2020-2020-2022</del>	
<i>Single</i>	<i>100 %</i>
<i>2-person</i>	<i>95 %</i>
<i>Family</i>	<i>91 %</i>

## APPENDIX A-1

### FRANKLIN TEACHER COMPENSATION ~~2019-2020~~

STEP	BA	BA+15	MA	MA+15
1	33,438	35,030	36,622	38,214
2	35,030	36,621	38,214	39,488
3	36,621	38,214	39,488	40,762
4	38,214	39,488	40,762	42,035
5	39,488	40,762	42,035	43,308
6	40,762	42,035	43,308	44,583
7	42,035	43,308	44,583	45,856
8	43,308	44,583	45,856	47,130
9	44,583	45,856	47,130	48,405
10	45,856	47,130	48,405	49,678
11	47,131	48,405	49,678	50,953
12	48,405	49,678	50,953	52,226
13	49,678	51,709	52,226	53,500
14	51,709	52,226	54,231	54,774
15	52,226	54,231	54,774	56,047
16	54,231	54,774	56,047	57,321
17	54,774	56,047	57,321	58,595

#### Salary:

~~All eligible employees shall advance on step during the 2019-2020 contract year. Teachers who have been on step 17 for one or more years receive a 3% pay increase during the 2019-2020 school year.~~

**FRANKLIN TEACHER COMPENSATION  
2020-2021**

Add half a step to the scale				
2020-2021				
STEP	BA	BA+15	MA	MA+15
1	\$ 34,234	\$ 35,826	\$ 37,418	\$ 38,851
2	\$ 35,826	\$ 37,418	\$ 38,851	\$ 40,125
3	\$ 37,418	\$ 38,851	\$ 40,125	\$ 41,399
4	\$ 38,851	\$ 40,125	\$ 41,399	\$ 42,672
5	\$ 40,125	\$ 41,399	\$ 42,672	\$ 43,946
6	\$ 41,399	\$ 42,672	\$ 43,946	\$ 45,220
7	\$ 42,672	\$ 43,946	\$ 45,220	\$ 46,494
8	\$ 43,946	\$ 45,220	\$ 46,494	\$ 47,768
9	\$ 45,220	\$ 46,494	\$ 47,768	\$ 49,042
10	\$ 46,494	\$ 47,768	\$ 49,042	\$ 50,315
11	\$ 47,768	\$ 49,042	\$ 50,315	\$ 51,589
12	\$ 49,042	\$ 50,315	\$ 51,589	\$ 52,863
13	\$ 50,315	\$ 51,589	\$ 52,863	\$ 54,137
14	\$ 51,589	\$ 52,863	\$ 54,137	\$ 55,411
15	\$ 52,863	\$ 54,137	\$ 55,411	\$ 56,684
16	\$ 54,137	\$ 55,411	\$ 56,684	\$ 57,958
17	\$ 55,411	\$ 56,684	\$ 57,958	\$ 59,232
17+	3%			

*In the 2020-21 school year, the schedule is revised and equalized to rectify discrepancies on steps 14-17 and across tracks, as was agreed upon by the Salary Committee in the spring of 2019.*

***Salary:***

*All eligible employees shall advance one step on the revised 2020-2021 salary schedule.*

*Teachers who have been on Step 17 for one or more years will receive a 3% pay increase for the 2020-2021 school year.*

*Additionally, eligible employees who have missed one step in 2011-2012 or 2012-2013 school years will receive an additional \$500.00 increase to their base salary for 2020-2021.*

*Eligible employees who have missed two steps in 2011-2012 and 2012-2013 school years will receive an additional \$1000 to their base salary for 2020-2021.*



**FRANKLIN TEACHER COMPENSATION  
2021-2022**

Add half a step to the scale					
2020-2021					
STEP	BA	BA+15	MA	MA+15	
1	\$ 35,030	\$ 36,622	\$ 38,134	\$ 39,488	
2	\$ 36,622	\$ 38,134	\$ 39,488	\$ 40,762	
3	\$ 38,134	\$ 39,488	\$ 40,762	\$ 42,035	
4	\$ 39,488	\$ 40,762	\$ 42,035	\$ 43,309	
5	\$ 40,762	\$ 42,035	\$ 43,309	\$ 44,583	
6	\$ 42,035	\$ 43,309	\$ 44,583	\$ 45,857	
7	\$ 43,309	\$ 44,583	\$ 45,857	\$ 47,131	
8	\$ 44,583	\$ 45,857	\$ 47,131	\$ 48,405	
9	\$ 45,857	\$ 47,131	\$ 48,405	\$ 49,678	
10	\$ 47,131	\$ 48,405	\$ 49,678	\$ 50,952	
11	\$ 48,405	\$ 49,678	\$ 50,952	\$ 52,226	
12	\$ 49,678	\$ 50,952	\$ 52,226	\$ 53,500	
13	\$ 50,952	\$ 52,226	\$ 53,500	\$ 54,774	
14	\$ 52,226	\$ 53,500	\$ 54,774	\$ 56,048	
15	\$ 53,500	\$ 54,774	\$ 56,048	\$ 57,320	
16	\$ 54,774	\$ 56,048	\$ 57,320	\$ 58,595	
17	\$ 56,048	\$ 57,320	\$ 58,595	\$ 59,869	
17+	3%				

**Salary:**

*All eligible employees shall advance one step on the 2021-2022 salary schedule. Teachers who have been on step 17 for one or more years will receive a 3% pay increase during the 2021-2022 school year.*

*Additionally, eligible employees who have missed one step in 2011-2012 or 2012-2013 school years will receive an additional \$500.00 increase to their base salary for 2020-2021. Eligible employees who have missed two steps in 2011-2012 and 2012-2013 school years will receive an additional \$1000 to their base salary for 2020-2021.*

Deborah Brown

For the Board

February 6, 2020

Date

Joseph L. Leman

For the Association

23 January 2020

Date

**Agreement**  
**between**  
**Franklin Board Of Education**  
**and**  
**Franklin Education Association**

**2020198**  
**To**  
**2019220**

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## AGREEMENT

This Agreement entered into this 3<sup>rd</sup> day of December, by and between the Franklin Board of Education, hereinafter called the "Board", and the Franklin Education Association affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the "Association". Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

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## DEFINITIONS

SCHOOL: The term "School", as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Franklin School District.

TEACHER: The term "Teacher", as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement.

PART-TIME: ~~Part-time teachers are defined as those working less than forty (40) hours per week for the full-school calendar year. All salary and benefits for part-time teachers shall be pro-rated.~~

~~The school district will grandfather current part-time employees Michelle Chamberlain and Judy Tibbetts at their her respective benefits package.~~

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FACULTY REPRESENTATIVE: The term "Faculty Representative", as used in this Agreement, means the Association Faculty Representative.

PERSON: The term "Person", as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement. ~~Whenever the singular is used in this Agreement, it is to include the plural.~~

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PELRB: ~~The term "PELRB", as used in this Agreement, shall mean the New Hampshire Public Employee Labor Relations Board.~~

QUALIFIED: The term "Qualified" shall mean in the judgment of the superintendent, using the following criteria:  
A. Certification  
B. Recent teaching experience in the specific position to be filled.

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## **APPENDICES\***

- A. FRANKLIN TEACHER COMPENSATION
  - A-1 SALARY SCHEDULES
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- D. DUES DEDUCTION AUTHORIZATION
- E. GRIEVANCE REPORT FORM

\*Policy GCLA, Policy GCL-1 and RSA 189.14 a,b,c are attached for informational purposes only and are not part of the collective bargaining agreement between the parties.



## ARTICLE I RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Franklin School District during the term of this Agreement. The term "teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of teaching personnel, school librarians, guidance personnel, but excluding superintendent, assistant superintendent, business administrator, principal, assistant principal, ~~coordinators of special education~~ ~~director~~ ~~vocational directors~~, ~~curriculum~~ ~~director~~, persons employed by the State Board of Education, nurses, teacher consultants, teacher aides, school volunteers, bona fide executive or administrator.
- 1.2 Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article I.
- 1.3 Unless otherwise indicated, the term "administrator", when used hereinafter in this Agreement, shall refer to those employees who serve in an administrative and/or supervisory capacity full-time or more than half-time.

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## ARTICLE II SCOPE OF AGREEMENT

- 2.1 The parties understand that the Board and Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Agreements reached pursuant to Article IV hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

### **ARTICLE III UNIT CERTIFICATION**

- 3.1 Upon receipt from the employees defined in Article I, Section I, of appropriate evidence certifying the Association as their exclusive representative for collective negotiations, the Board shall enter into negotiations under the procedure defined in Article IV. Appropriate evidence is hereby defined as a certified statement that the Association has been designated by more than fifty per cent (50%) of the District's employees covered by this Agreement, as defined in Article I, Section I, of this Agreement, as their exclusive representative for collective negotiations. Any disputes which may arise under this Article III shall be resolved by the New Hampshire Public Employee Labor Relations Board.

### **ARTICLE IV PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 4.1 On or about September twentieth (20th) of the prior year in which this Agreement expires, and subject to compliance with Articles III and XVI, the Association may in writing by certified mail return receipt requested notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit a request no later than October fifteenth (15th) to meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.
- 4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3 The Board agrees to supply the Association with such non-confidential information as is in the Board's possession and is requested by the Association.
- 4.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Franklin City Council. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 4.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

- 4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, the parties shall meet to select a mutually agreed- to fact finder. In the event the parties are unable to mutually agree on the selection of a fact finder, a request shall be made to the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.
- 4.7 The fact finder will, within five (5) days after his/her appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he/she deems appropriate. Any such hearings will be held in closed session. The Board and Association will furnish the fact finder, upon his/her request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him/her. The fact finder may make his/her report public.
- 4.8 The costs of the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.
- 4.9 Determinations and/or recommendations under the provisions of Sections 4.6 and 4.7 of this Article IV, will not be binding on the parties.
- 4.10 During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.
- 4.11 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article IV.
- 4.12 A copy of any agreement reached hereunder will be filed with the NH PELRB within fourteen (14) days of its execution.
- 4.13 If the monies to fund the economic provisions are not appropriated as provided in this Article IV, Section 4, or if either party rejects there commendations set forth in this Article IV, Section 4.9, then the parties shall do the following:
- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and
  - B. The parties shall, within ten (10) days of such notification, meet and develop a modified settlement, which shall be resubmitted to the legislative entity (Franklin City Council) in accordance with the provisions of RSA 273-A-12, Paragraphs III and IV.

## ARTICLE V ASSOCIATION RIGHTS

- 5.1 The Association will have the right to use school buildings at reasonable times, without costs, for meetings. Request for the use of buildings will be made to the principal in advance.
- 5.2 The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3 The Association will, upon request, be given a place on the agenda of the Opening Day District-Wide Meeting for all teachers.
- 5.4 The Association will have the right to post notices on its activities and matters of teacher concern in teachers' rooms and shall continue to have the use of the teacher mail box and e-mail system.
- 5.5 Upon notification by an employee (see Appendix D attached hereto), the Board agrees to deduct from the salaries of its teachers dues for the Franklin Education Association, National Education Association-New Hampshire, National Education Association as said teachers individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Franklin Education Association treasurer on a monthly basis.

~~All members of the bargaining unit who elect not to join the Association, shall pay a "fair share" fee as determined by the Association, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions of this article.~~

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Should the Janus Decision be overturned, or agency fees otherwise determined to be lawful, the Association and the Board agree that the above stricken paragraph should be reinserted into the contract on the effective date of such decision or legal status.

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~~All members of the bargaining unit who elect not to join the Association, shall pay a "fair share" fee as determined by the Association, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions of this article.~~

Should there be a dispute between members of the bargaining unit and the Association (and/or District) over the matter of any such deductions, the Association agrees to defend, indemnify and hold harmless the Board, the District, and their agents and administrators in any such dispute.

- 5.6 The Association may, with permission from the building principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.
- 5.7 Rights granted to the Association under this Article V shall not, in the judgment of the Board, be disruptive or injurious to the Franklin education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary nor capricious.
- 5.8 During the term of this Agreement, the rights and privileges set forth in this Article V

shall not be granted to any other bargaining agent.

- 5.9 Request under the provisions of this Article V shall mean permission and shall be made to the building principal, or his/her designee.

- 5.10 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours, or in the filing or processing of grievances under this Agreement.
- 5.11 Except in case of emergency, the first Monday of each month shall be recognized as the Association Meeting Day after normal school hours and normal duties in accordance with the terms of this Agreement. No other meetings can be scheduled by the Administration on that day.
- 5.12 Nothing contained in this section shall prohibit negotiations from taking place during normal work hours. When negotiations extend beyond 12:00 midnight, the District will make every effort to secure substitute teachers for the following day for teachers who have participated in said negotiations.
- 5.13 Employees will be permitted to notify the Board of their respective payroll deduction decisions (limited to current practice) no later than one (1) week prior to the second pay period in September and may change such decision only once in any school year not later than one (1) week prior to the second pay period in January of that same school year.
- 5.14 The Board will, upon notice, in writing, grant up to two (2) persons named by the Association, an aggregate total of two (2) paid days in any school year to act as delegate(s) to the Association's annual delegate convention. Notice shall reflect that such person(s) have been named as delegate(s) and payment will require proof of attendance.

## ARTICLE VI TEACHER EVALUATION

- 6.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.
- 6.2 The observation of the work performance of a teacher will be conducted openly.
- 6.3 A teacher shall be given a copy of any evaluation report prepared by his/her Evaluators one (1) school day before any conference held to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.
- 6.4 Complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person(s) making the complaint. The teacher shall acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective teacher's files. Upon written request by an individual teacher, complaints which do not result in disciplinary action and/or which are not followed by a subsequent complaint within a three (3) year period will be expunged from the file after three (3) years, and written notice thereof shall be provided to the teacher. Unsubstantiated complaints shall not be placed in teacher's files.
- 6.5 Each new teacher to the Franklin school system shall be made aware of the school district's evaluation plan, including criteria, goals and objectives of any such plan (including new plans) and the Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination of any matters under this Section ~~6.6-6.5~~.
- 6.6 Each teacher shall be entitled access to his/her personnel files at any time upon twenty-four (24) hours notice to the Superintendent, or his/her designee, and teachers may make copies of any material contained therein at his/her own expense.
- 6.7 The teacher shall have the right to make appropriate response to any material contained in his/her personnel files and such response shall be made a part of said teacher's files. Reproductions of such material may be made by hand or copying machine, if available.
- 6.8 Teachers who are on a continuing contract as defined under RSA 189:14-a, shall be evaluated every three (3) years unless the teacher requests that he/she shall be evaluated more frequently, or the administrator responsible to conduct the evaluation deems it appropriate to evaluate the teacher more frequently.

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## ARTICLE VII TEACHER EMPLOYMENT

- 7.1 The Board agrees to hire only those teachers who are certified by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted.
- 7.2 For purposes of this Agreement, the period of service shall not be more than one hundred eighty-five (185) days, as set forth in an individual contract (see Appendix C attached hereto) between the Board and each teacher, to be allocated as follows:

~~180~~ 185 Teaching Days  
~~5 In-service Days~~ no more than ten (10) in-service days

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Time during five (5) in-service days will be utilized for administrative matters, professional learning, parent/teacher conferences, at least one (1) classroom preparation day and one (1) workshop/non-instructional days prior to the opening of school, three (3) workshop/non-instructional days during the school year.

- 7.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a teacher's day is not necessarily coterminous with that of the pupil.
- 7.4A Teachers are expected to carry out their professional duties which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration. As part of their professional responsibilities, teachers shall work three (3) evenings per school year for mandatory functions. Nothing herein shall be construed to prevent teachers from working at other evening events on a voluntary basis. Lack of participation in such voluntary evening events shall not be used for evaluative purposes.
- 7.4B All teachers are expected to perform a full eight (8) hours of professional responsibility during each of the 185 days of their contract year.

7.4C Teachers shall have up to two building level meetings per month as planned by administration.

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- 7.5 ~~Effective January 6, 1992, Teachers shall be granted a duty-free lunch period of at least thirty (30) minutes.~~

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- 7.6 Except in unusual circumstances, each teacher will be notified of the anticipated teaching assignment for the ensuing year when the teacher receives the contract for the ensuing year, or by May 15, whichever comes first. However, this does not prevent the School District from subsequently changing the assignment in accordance with Section 7.7. If



the initially offered position is changed, the teacher shall have the option to be released from his/her contract.

7.7 In the event a teacher's position becomes eliminated or changed (regardless of the reason), he/she shall be given priority consideration for any open and unfilled position which may then be available, provided he/she is qualified, can be certified or is certifiable by the State Department of Education, ~~and is highly qualified for the new position.~~ Any such teacher shall be required to submit a written request for consideration under this Section, such request shall set forth the position desired and open, the teacher's qualifications, and a statement that he/she is certifiable for any such position.

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7.8 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent no later than the day following Labor Day of any contract year. ~~Time requirements specified in this Section 7.8 may be extended by mutual agreement.~~

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7.9 The Association agrees to submit to the ~~Board~~ Superintendent for its consideration suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. Before the School Board approves any proposed modification of the school calendar during the school year, the Association will be given an opportunity to provide input, and meet and confer, in such instances. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of the Agreement.

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7.10 The Board will reimburse teachers 100% of the actual cost of a course offered at University System of New Hampshire (USNH) or 80% of the actual cost of a course from another approved college when the course is not offered within USNH. This will be approved by the Superintendent or his/her designee, subject to the following criteria: applicant's minimum of 3<sup>rd</sup> year of employment with the Franklin School District, course content; availability of funds; and the timeliness of request. The Superintendent, or his/her designee, shall have the sole and exclusive judgment under the provisions of this Section 7.10. This Section 7.10 shall require documentation of a grade of B- or better upon completion of the course in order to receive reimbursement as set forth herein. Teacher reimbursement will be limited to one course per year, but can reapply after the first semester if funds remain available. There shall be a minimum of \$15,000 available for this provision.

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7.11 In-service days set forth in Section 7.2 of this Article shall be determined with the cooperation of the Association and the parties shall meet and confer, both as to content and number of days. In any event, the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed ~~five (5)~~ ten (10).

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7.12 Elementary and middle school All teachers shall receive a minimum of forty-five (45) minutes of uninterrupted preparation time four out of the five days per week. High school teachers shall receive a minimum of sixty (60) minutes of uninterrupted preparation time four out of the five days per week.

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7.13 The Board will reduce staff in accordance with Board policy #GCQA and the Board agrees not to change said policy for the duration of this Agreement.

7.14 Notice of the Board's intent to modify the instructional day shall be given to the Association in advance and the Association shall have the right to bargain with respect to the impact from any such change.

7.15 Any new teacher to the District who is required to attend meetings before the 185-day contract begins will be given Staff Development credits for the extra day or portion thereof at the beginning of the school year.

7.16 Each teacher shall be given a minimum of two half days of the 5 In-Service days: one one-half day to be used for teacher preparation at the beginning of the school year and one one-half day at the end of the school year for closure.

7.17 When a suitable substitute cannot be obtained, a Teacher may at his/her discretion cover a class during his/her preparation time. The Teacher will receive \$20.00 for each class covered during his/her preparation time, for the high school, which is on block scheduling, the rate shall be \$35 for substituting in an 80-minute block. Such substitution is purely

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voluntary and refusal of substitution will not be used for evaluation purposes. No teacher will be expected to cover for their co-teacher in lieu of a substitute. When a substitute cannot be obtained, and non-study hall classes are combined by the building

administrator or designee additional compensation that equates to the pro rata daily substitute rate (hourly basis) shall be paid to the teacher covering the combined class.

7.18 The Franklin School District, through its administration, will notify District personnel of vacancies in the district prior to advertising such. Such vacancies will be posted in the SAU 18 Central Office and all schools in SAU 18, internally, five (5) school days prior to external release. In lieu of posting in all schools, the posting may be added to the school district website.

Should a vacancy occur during the summer recess, a notice of vacancy will be posted at the SAU 18 Central Office, all schools in SAU 18, and the President of the Franklin Education Association (FEA) will be notified at the same time the position is internally posted. In lieu of posting in all schools, the posting may be added to the school district website.

7.19 Except in unusual circumstances, teachers will be notified of their teaching assignments for the upcoming school year no later than August 1<sup>st</sup> of the upcoming school year.

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7.20 There shall be a committee established for the purpose of creating a mentor program for employees. The committee shall consist of at least one administrator designated by the District to be the Mentor Coordinator, at least one employee from each school as designated by the Association, and the Association President or his/her designee. There shall be \$5,000 available for each year of this agreement to pay for training of staff and provide stipends for mentors.

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## ARTICLE VIII RATES OF PAY

8.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be prorated at one-one-hundred-eighty-fifth (1/185th) of his/her appropriate salary step for the number of designated days of employment between the official opening day of school in any year and June thirtieth (30th) of any such year.

8.2 ~~If it can be accomplished without additional work and/or cost to the District, Teachers~~ shall have the option of salary payment, prorated on the basis of twenty-one (21) or twenty-six (26) pay checks. Those selecting twenty-six (26) payments shall be paid one paycheck prior to the holiday break in December, subject to availability of funds, and in a ~~in a~~ lump sum on the last pay period of the school year. The option must be exercised at contract execution time in the year preceding the year in which the option is to be effective, and may only be exercised once in any school year.

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8.3 Deductions from paychecks including remittance of dues, to credit unions, banks, and annuities programs, etc., shall be forwarded to the appropriate employee account(s) within five (5) calendar days.

~~8.4 If the teacher selects the twenty-six (26) pay period option, the 26th payment will be made in December prior to the holiday break, subject to the availability of funds.~~

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## **ARTICLE IX GRIEVANCE PROCEDURE**

### **9.1 Definition**

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of the Agreement. An "aggrieved" teacher is the person or persons making the claim. All time limits specified in this Article IX shall mean school days, except under Section 9.9 of this Article IX.

### **9.2 Purpose**

The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.

### **9.3 Right of Representation**

A teacher covered by this Agreement shall, under this Article IX, have the right to have an Association representative present at any time subject to his/her requesting such representation.

### **9.4 Formal Procedure**

The grievance shall state the specific alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. Grievances must be filed within twenty (20) calendar days of the event in question.

#### **LEVEL A**

Within three (3) days of receipt of a formal grievance, the building principal shall meet with the aggrieved teacher. Within two (2) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of any answer given at this level.

#### **LEVEL B**

Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level the grievance may be referred to Level C, the School Board.

#### **LEVEL C**

Within ten (10) days of a grievance being referred to this level, the Board will hold a hearing with the participants of Levels A and B and examine the facts of the grievance. The Board will thereafter, within ten (10) days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Level D of this procedure.



#### LEVEL D

If the matter is referred to arbitration, then the parties shall meet within five (5) days of referral to select a mutually agreed- to arbitrator. If the parties are unable to mutually agree on the appointment of an arbitrator, a request shall be made to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

- 9.5 Time periods specified in this procedure may be extended by mutual agreement.
- 9.6 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 9.7 Grievance(s) of a general nature, or involving the Superintendent may be submitted by the Association to Level B.
- 9.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- 9.9 In the event a grievance is filed on or after June first (1st) the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- 9.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 9.11 The parties agree that employees covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any personal grievance(s).
- 9.12 The following matters are excluded from the arbitration provisions, but not from the grievance procedures, of this Agreement:
  - A. Management prerogatives as set forth in this Agreement as provided and interpreted under RSA 273;
  - B. School Board Policy (except for R.I.F.);

- C. Suspension, dismissal and non-renewal of a teacher which shall be accomplished solely under the appropriate RSA's (except for the provisions of Section 7.13 of the Agreement dealing with Reduction in Force and 10.13 dealing with return from extended leave granted by the Board, which shall be arbitrable).
- 9.13 Matters which are grievable but not arbitrable under the provisions of this Article IX may be referred only through Level C and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of the Agreement.
- 9.14 All documents relating to a grievance(s) shall be filed separately from a teacher's personnel file.

## ARTICLE X LEAVES OF ABSENCE

- 10.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article X.
- 10.2 Sick leave shall be confined to the personal illness of a teacher, excluding work connected disability covered by New Hampshire Workmen's Compensation Laws.
- 10.3A Teachers shall accumulate annual sick leave of fifteen (15) days at the rate of 1.5 days per month from September through June; for part-time employees, the number of days shall be prorated. Teachers shall be entitled to accumulation of sick leave up to a maximum of one hundred ~~twenty five~~(1 ~~2015~~) days plus the days earned in the current school year. The immediate supervisor and/or Superintendent may request medical evidence from the Board's physician whenever he/she feels it necessary or appropriate. The Board shall pay the cost of any such examination. Medical records developed under this Section 10.3 shall not become a part of a teacher's personnel files. Absence for the teacher's own illness or disability, or disability caused or contributed to by pregnancy, childbirth and recovery therefrom, shall be charged against sick leave.
- 10.3B Teachers may use up to 15 days sick leave in any contract year to care for immediate family members who are suffering medical and health emergencies. Immediate family means spouse, parent, child, stepchild, brother, sister, and same relative of spouse.
- 10.3C Any teacher whose combined annual use of sick leave and personal leave is limited to the levels shown below is entitled to a stipend at the end of the fiscal year as follows:

### Total Sick & Personal Days Used Stipend

0 Used	\$ <del>600</del> <del>\$1,000</del> <del>500</del>	Formatted: Strikethrough
1 or 2 Used	\$ <del>400</del> <del>\$ 700</del> <del>300</del>	Formatted: Strikethrough
3 or 4 Used	\$ <del>300</del> <del>\$ 500</del> <del>200</del>	Formatted: Strikethrough

(Note: For example, the \$ ~~400~~ ~~300~~ ~~\$700~~ stipend would be paid if 2 sick and 0 personal days are used, or 2 personal and 0 sick days are used, or 1 sick and 1 personal day are used).

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- 10.4 If a suitable replacement can be found, child care leave of up to one (1) year for either natural or adoptive parents or legal guardians, shall be granted without pay to teachers upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least sixty (60) days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the expected termination date of such leave. Nothing contained herein shall limit the rights of said teachers to leave allowed under the Family Medical Leave Act.

At the conclusion of an extended leave granted by the Board under this Article, all benefits to which any such teacher was entitled at the time the leave commenced and which are then currently in effect for teachers, shall be restored upon any such return and he/she shall be assigned to his/her last position. If no such position is available, then the



affected teacher shall be placed on lay-off status in accordance with the Board's Reduction in Force Policy. Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

- 10.5 All teachers shall be entitled to a maximum of three (3) paid personal leave days in any school year. Personal leave may not be used to extend sick time. To be eligible for personal leave, written notice shall be presented to the building principal at least twenty-four (24) hours prior to any such personal leave, except in an emergency. Specific reasons for the leave shall not be required or requested. Not more than three (3) elementary, three (3) middle school and three (3) high school staff members may exercise this benefit in any one (1) day.
- 10.6 An employee who is absent due to a work-connected illness or accident (Workmen's Compensation) shall receive his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workmen's Compensation Laws of the State of New Hampshire. Amounts paid by the Board under the provision of this Section 10.6 shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workmen's Compensation claim.
- 10.7 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 10.8 An employee called as a juror or witness will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the Human Resources employee's immediate supervisor in a timely manner and any reimbursement due the teacher, i.e. mileage, shall be paid the teacher by the end of the next payroll period or at the end of the school year at the teacher's discretion.\*

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*\*It is understood by the Franklin Education Association providing that the "SAU 18 office staff" has the time and that their work load will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).*

- 10.9 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate.
- 10.10 Teachers shall be entitled to a maximum of three (3) paid days per occurrence for attendance at funerals of immediate family members to include: spouse, children, siblings, parents, grandparents, aunts, uncles and cousins of the teacher and spouse. One day shall be granted upon proper notification to the superintendent, and up to 3 days may be granted at the discretion of the Superintendent. In extenuating circumstances the Board may grant additional leave under this Section 10.10 as set forth in Section 10.11 of

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this Article X.

- 10.11 Leaves for any and all other reasons(s), paid or not paid, shall be granted at the discretion of the Board. The Board shall not be arbitrary nor capricious in exercising its discretion under this Section 10.11. Any teacher payroll deductions shall be made during the next payroll period or at the end of the school year at the teacher's discretion.\*

*\*It is understood by the Franklin Education Association providing that the "SAU 18 office staff" has the time and that their work load will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).*

- 10.12 Professional days, with or without pay, shall be at the sole discretion of the Superintendent.
- 10.13 Except as otherwise provided for in this Agreement, at the completion of a leave authorized under this Agreement, the Board shall re-employ the teacher in the same or similar position for which he/she is qualified.
- 10.14 Sick Bank

The Board agrees to establish a sick leave bank to cover teachers in the event of a long-term illness. The sick leave bank shall be administrated by a committee composed of three (3) members, one each representing the Board, Administration and Association, hereafter called the Administrative Committee. Members shall serve for one (1) year, or until their successor is appointed. The Administrative Committee shall meet when requests are made. A majority of the member present shall constitute a quorum and a majority vote of those members and voting shall decide all questions.

Teachers wishing to be covered agree to donate one (1) day from the sick leave days they have allowed to accrue in a one-year (1) period to be deposited in said bank, such days to be deducted from the teacher's annual sick leave. The sick bank will be carried over from one year to the next, but shall not accumulate more than 215 days. Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period. The new enrollment period shall be September 1 to October 15. Employees who are hired after September 15 shall be permitted to enroll as soon as they have a day to contribute to the Bank.

Members shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided they have exhausted all of their accrued sick leave and provided they have contributed to the Bank.

Upon presentation of satisfactory medical evidence of disability of illness to the Administrative Committee and approved by said committee, a member may be granted up to thirty (30) additional days of sick leave. Should the member still be disabled after this time, he/she may request an additional thirty (30) days maximum. Withdrawal from sick bank cannot be used to extend FMLA beyond 12 weeks in any school year.

Guidelines for application by an Association member to the "sick leave bank" shall be determined by the Administrative Committee and published by said Administrative Committee.

Any member, who as of June 30<sup>th</sup>, has accumulated more than the maximum allowed carryover of sick leave days, shall have days beyond the maximum deposited into the sick leave bank. Days may be added to the sick leave bank in this way up to the maximum number of sick leave bank days allowed per paragraph two of this article.

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## **ARTICLE XI INSURANCE**

- 11.1 The Board agrees to maintain in effect insurance plans for all employees so long as they remain on the Franklin School **District** payroll. A summary of the benefits to be provided under said plan is set forth in Appendix B attached hereto.
- 11.2 The Board will not itself pay the insurance benefits referred to in Section 11.1, but will obtain policies or contracts from insurance companies which will administer said benefits.
- 11.3 Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

- 12.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.2 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, genetic information, membership, activity in the Association and/or HIV, AIDS, and related diseases (Ref. Americans with Disabilities Act (ADA) July 26, 1990).
- 12.3 In lieu of printing the agreement for the entire association, one copy will be printed for each building and the entire agreement will be posted on the SAU website.
- 12.4 Any individual contract (see Appendix C attached hereto) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.
- 12.5 No teacher will be disciplined, reprimanded or warned in writing except for just cause, and any teacher who alleges to be aggrieved under this Section 12.5 shall have full access to the Grievance Procedures of this Agreement.
- 12.6 No teacher shall have his/her contract non-renewed except as provided in RSA 189-14a. Reasons for non-renewal shall be given only to those teachers required to be informed of said reason(s) pursuant to RSA 189:14a (b) & (c).

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- 12.7 All information forming the basis for disciplinary action will be made available to the employee in a timely manner, which in no event shall exceed thirty (30) school days.
- 12.8 The Board shall provide a safe and appropriate working environment as required by law.

**ARTICLE XIII**  
**NOTICE UNDER AGREEMENT**

- 13.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Franklin Board of Education Chairman, 119 Central Street, Franklin, New Hampshire 03235.
- 13.2 Whenever written notice to the Franklin Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Franklin Education Association at his/her then current address.
- 13.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

**ARTICLE XIV**  
**STRIKES AND SANCTIONS**

- 14.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers.

**ARTICLE XV**  
**FINAL RESOLUTION**

- 15.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

- 16.1 This Agreement shall continue in full force and effect from July 1, ~~2019~~ <sup>2020</sup> until twelve o'clock midnight June 30, ~~2019~~ <sup>2020</sup>, ~~2020~~ <sup>2022</sup> and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fifteenth (15th) of any year.
- 16.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Franklin Board of Education and the Franklin Education Association.

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## APPENDIX A

### FRANKLIN TEACHER COMPENSATION

~~2019-2020~~ ~~2020-2021~~ ~~2021-2022~~

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~~The Franklin School Board and the Franklin Education Association will form a six-member Salary Schedule Committee to create an updated salary schedule prior to the next contractual negotiations.~~

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Employees covered by this Agreement will be compensated by the Board during the term of this contract as follows:

1.

~~2.1.~~ Newly hired employees with or without experience, hired during the term of this Agreement, shall be compensated in accordance with the salary schedules in Appendix ~~A-1. A-1~~. During the first year of employment by the District, a newly hired employee shall be placed on the salary schedule in accordance with the conversion scales in Appendix A-1.

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2. All teachers retiring who are at least 55 years of age during their last year of teaching and have taught in the Franklin School District for twenty (20) or more years, or under 55 years of age with thirty (30) years of teaching within the Franklin School District will receive severance bonus of one (1) percent for each year of service in the Franklin School System computed on the final year's salary. Teachers wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December of the final teaching year. This severance benefit shall be paid in the first full pay period of the fiscal year following the last fiscal year of employment.

3. The Board will adopt a compensation schedule which reflects monies currently paid for co-curricular activities and continue its current athletic compensation schedule and adopt both as a matter of Board Policy and publish copies of such to its staff.

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~~4. Teachers shall receive annually an additional \$250 \$500 upon completion of twenty years (20) of service to the District through the twenty-fifth (25<sup>th</sup>) year. Unit members shall receive annually an additional \$500 \$750 upon completion of twenty-five (25) years of service to the District, which will continue for each additional year of service thereafter.~~

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## APPENDIX A-1

### FRANKLIN TEACHER COMPENSATION

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STEP	BA	BA+15	MA	MA+15
1	33,438	35,030	36,622	38,214
	32,782	34,343	35,904	37,465
2	35,030	36,621	38,214	39,488
	34,343	35,903	37,465	38,714
3	36,621	38,214	39,488	40,762
	35,903	37,465	38,714	39,963
4	38,214	39,488	40,762	42,035
	37,465	38,714	39,963	41,211
5	39,488	40,762	42,035	43,308
	38,714	39,963	41,211	42,459
6	40,762	42,035	43,308	44,583
	39,963	41,211	42,459	43,709
7	42,035	43,308	44,583	45,856
	41,211	42,459	43,709	44,957
8	43,308	44,583	45,856	47,130
	42,459	43,709	44,957	46,206
9	44,583	45,856	47,130	48,405
	43,709	44,957	46,206	47,456
10	45,856	47,130	48,405	49,678
	44,957	46,206	47,456	48,704
11	47,131	48,405	49,678	50,953
	46,207	47,456	48,704	49,954
12	48,405	49,678	50,953	52,226
	47,456	48,704	49,954	51,202
13	49,678	51,709	52,226	53,500
	48,704	50,695	51,202	52,454
14	51,709	52,226	54,231	54,774
	50,695	51,202	53,168	53,700
15	52,226	54,231	54,774	56,047
	51,202	53,168	53,700	54,948
16	54,231	54,774	56,047	57,321
	53,168	53,700	54,948	56,197
17	54,774	56,047	57,321	58,595
	53,700	54,948	56,197	57,446

\* 17+ 3%

Salary:

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~~All eligible employees shall advance one step during the 2018-2019 contract year. Teachers who have been on step 17 for one or more years shall receive a 3.0% pay increase during the 2018-2019 contract year. All eligible employees shall advance one step during the 2019-2020 contract year.~~

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Teachers who have been on step 17 for one or more years receive a 3% pay increase during the 2019-2020 contract year.

## APPENDIX A-1

### FRANKLIN TEACHER COMPENSATION

2020-2021

Add half a step to the scale				
STEP	BA	BA+15	MA	MA+15
<u>1</u>	<u>34,234</u>	<u>35,826</u>	<u>37,418</u>	<u>38,851</u>
<u>2</u>	<u>35,826</u>	<u>37,418</u>	<u>38,851</u>	<u>40,125</u>
<u>3</u>	<u>37,418</u>	<u>38,851</u>	<u>40,125</u>	<u>41,399</u>
<u>4</u>	<u>38,851</u>	<u>40,125</u>	<u>41,399</u>	<u>42,672</u>
<u>5</u>	<u>40,125</u>	<u>41,399</u>	<u>42,672</u>	<u>43,946</u>
<u>6</u>	<u>41,399</u>	<u>42,672</u>	<u>43,946</u>	<u>45,220</u>
<u>7</u>	<u>42,672</u>	<u>43,946</u>	<u>45,220</u>	<u>46,494</u>
<u>8</u>	<u>43,946</u>	<u>45,220</u>	<u>46,494</u>	<u>47,768</u>
<u>9</u>	<u>45,220</u>	<u>46,494</u>	<u>47,768</u>	<u>49,042</u>
<u>10</u>	<u>46,494</u>	<u>47,768</u>	<u>49,042</u>	<u>50,315</u>
<u>11</u>	<u>47,768</u>	<u>49,042</u>	<u>50,315</u>	<u>51,589</u>
<u>12</u>	<u>49,042</u>	<u>50,315</u>	<u>51,589</u>	<u>52,863</u>
<u>13</u>	<u>50,315</u>	<u>51,589</u>	<u>52,863</u>	<u>54,137</u>
<u>14</u>	<u>51,589</u>	<u>52,863</u>	<u>54,137</u>	<u>55,411</u>
<u>15</u>	<u>52,863</u>	<u>54,137</u>	<u>55,411</u>	<u>56,684</u>
<u>16</u>	<u>54,137</u>	<u>55,411</u>	<u>56,684</u>	<u>57,958</u>
<u>17</u>	<u>55,411</u>	<u>56,684</u>	<u>57,958</u>	<u>59,232</u>
<u>17+</u>	<u>3%</u>			

In the 2020-2021 school year, the schedule is revised and equalized to rectify discrepancies on Steps 14-17 and across tracks, as was agreed upon by the Salary Committee in the Spring of 2019.

#### Salary:

All eligible employees shall advance one step on the revised 2020-2021 salary schedule. Teachers who have been on Step 17 for one or more years will receive a 3% pay increase for the 2020-21 school year.

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Additionally, eligible employees who have missed one step in 2011-2012 or 2012-2013 school years will receive an additional \$500.00 increase to their base salary for 2020-2021. Eligible employees who have missed two steps in 2011-2012 and 2012-2013 school years will receive an additional \$1,000 to their base salary for 2020-2021.

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## APPENDIX A-1

### FRANKLIN TEACHER COMPENSATION

#### 2021-2022

<u>Add half a step to the scale</u>				
<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
<u>1</u>	<u>35,030</u>	<u>36,622</u>	<u>38,134</u>	<u>39,488</u>
<u>2</u>	<u>36,622</u>	<u>38,134</u>	<u>39,488</u>	<u>40,762</u>
<u>3</u>	<u>38,134</u>	<u>39,488</u>	<u>40,762</u>	<u>42,035</u>
<u>4</u>	<u>39,488</u>	<u>40,762</u>	<u>42,035</u>	<u>43,309</u>
<u>5</u>	<u>40,762</u>	<u>42,035</u>	<u>43,309</u>	<u>44,583</u>
<u>6</u>	<u>42,035</u>	<u>43,309</u>	<u>44,583</u>	<u>45,857</u>
<u>7</u>	<u>43,309</u>	<u>44,583</u>	<u>45,857</u>	<u>47,131</u>
<u>8</u>	<u>44,583</u>	<u>45,857</u>	<u>47,131</u>	<u>48,405</u>
<u>9</u>	<u>45,857</u>	<u>47,131</u>	<u>48,405</u>	<u>49,678</u>
<u>10</u>	<u>47,131</u>	<u>48,405</u>	<u>49,678</u>	<u>50,952</u>
<u>11</u>	<u>48,405</u>	<u>49,678</u>	<u>50,952</u>	<u>52,226</u>
<u>12</u>	<u>49,678</u>	<u>50,952</u>	<u>52,226</u>	<u>53,500</u>
<u>13</u>	<u>50,952</u>	<u>52,226</u>	<u>53,500</u>	<u>54,774</u>
<u>14</u>	<u>52,226</u>	<u>53,500</u>	<u>54,774</u>	<u>56,048</u>
<u>15</u>	<u>53,500</u>	<u>54,774</u>	<u>56,048</u>	<u>57,320</u>
<u>16</u>	<u>54,774</u>	<u>56,048</u>	<u>57,320</u>	<u>58,595</u>
<u>17</u>	<u>56,048</u>	<u>57,320</u>	<u>58,595</u>	<u>59,869</u>
<u>17+</u>	<u>3%</u>			

#### Salary:

All eligible employees shall advance one step on the 2021-2022 salary schedule. Teachers who have been on Step 17 for one or more years will receive a 3% pay increase during the 2021-2022 school year.

Additionally, eligible employees who have missed one step in 2011-2012 or 2012-

2013 school years will receive an additional \$500.00 increase to their base salary for 2021-2022. Eligible employees who have missed two steps in 2011-2012 and 2012-2013 school years will receive an additional \$1,000 to their base salary for 2021-2022.

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## APPENDIX B

### INSURANCE

1. For the duration of this contract, the Board agrees to give teachers the ~~option of enrollment in one of the following health insurance plans:~~

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**SCHOOL CARE – YELLOW ACCESS WITH CHOICE FUND** (subject to plan name change).

2. Teachers may select single, two (2) person, or family coverage.
3. The Board agrees to pay the following *based on School Care – Yellow Access with Choice Fund rates:*

<del>201-9820</del>	<del>20-2020-2022</del>	<del>19</del>
Single	100 %	
2-person	95 %	
Family	91 %	

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4. The Board will pay the cost to provide twenty-five thousand dollars (\$25,000) of term life insurance to each employee covered by this Agreement, including a provision for accidental death and dismemberment.
- 5A. The difference between the Board's maximum contribution set forth in B.3 above and the actual cost to the Board to provide the coverage selected by an employee under B.1 above will be payroll deducted from an appropriate payroll period(s) by the Board.
- 5B. If an employee declines to participate in the Health Care plan offered pursuant to this Agreement, then the employee shall receive in lieu of Healthcare benefits \$3,000.
- The payment in lieu of healthcare benefits set forth above will be paid in one lump sum by May 31<sup>st</sup> of each contract year to all teachers employed at the time who are eligible.
- 5C. Should an employee revoke the declination of benefits recited herein, then the employee agrees to repay a pro-rated portion of the payment made to said employee in lieu of said benefit to the District.
6. The Board will continue to pay the cost to provide Delta Dental Plan A & B up to 100% of the single premium cost for the duration of this agreement.
7. The District shall provide Section 125 accounts for employees who choose to utilize the pre-tax options allowed by the Internal Revenue Service.

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**APPENDIX C  
TEACHER CONTRACT**

**SCHOOL ADMINISTRATIVE UNIT EIGHTEEN**

**FRANKLIN TEACHER CONTRACT**

**AGREEMENT** made \_\_\_\_\_ by and between the **FRANKLIN SCHOOL DISTRICT**, hereinafter called the "District", and «First\_Name» «Last\_Name», hereinafter called the "Teacher".

1. The District agrees to employ the Teacher for the ensuing year from \_\_\_\_\_ to \_\_\_\_\_ at an annual salary of «Salary» paid in \_\_\_\_\_ equal bi-weekly installments commencing on \_\_\_\_\_.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of the schools and the teachers.
3. It is mutually agreed:
  - a. That the school year is not to be in excess of one hundred eighty (180) school days and **five (5)** other days devoted to school and educational work between \_\_\_\_\_ and June 30, \_\_\_\_\_.
  - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Department of Education to occupy.
  - c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments. This contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certification, license, or permit is revoked by the Commissioner of Education.
  - d. That this contract shall automatically terminate and become void at any time the Teacher fails to hold a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
  - e. That the District and the Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings of the New Hampshire Department of Education or the State Board of Education.
  - f. Refer to cover letter dated \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands.

**FRANKLIN SCHOOL DISTRICT**

By \_\_\_\_\_  
(Chairman, School Board)

By \_\_\_\_\_  
(Teacher)

**Step: «Step»**

## APPENDIX D

### FRANKLIN SCHOOL DISTRICT DUES DEDUCTION AUTHORIZATION FORM

~~2018-2019~~ ~~2019-2020~~ 2020-2022 SCHOOL YEAR

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NAME: \_\_\_\_\_  
(Please Print)

"I hereby authorize the Franklin School District to withhold from my salary the sum indicated below for membership dues as follows:

For membership in the Franklin Education Association (FEA) S\_ \_\_\_\_\_/yr

For membership in NEA-New Hampshire (NHEA)

*Please indicate appropriate amount:*

First Year Teachers (BA1/MA1) S/ 466.91 /yr

Second Year Teachers (BA2/MA2) S/ 280.15 /yr

All Others S/ 373.53 /yr

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\_\_\_\_\_/yr

For membership in the National Education Association (NEA)

S\_ \_\_\_\_\_/yr

**TOTAL MEMBERSHIP DUES** \_\_\_\_\_/yr

The sums thus to be deducted over twenty (20) pay periods are hereby assigned by me to the Franklin Education Association and are to be remitted by the Franklin School District to the Treasurer of the Association and having done so the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on a biweekly basis (within five (5) calendar days of deduction) those funds which have been properly authorized and deducted.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same."

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX E**

**GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_ School District \_\_\_\_\_

To: \_\_\_\_\_ Complete in triplicate with copies to:

- 1) Principal
- 2) Superintendent
- 3) Association

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
School

**LEVEL A**

Date of Grievance:

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

2. Relief Sought:

\_\_\_\_\_  
Signature Date

Answer given by Principal:

\_\_\_\_\_  
Signature Date

Position of Grievant:

\_\_\_\_\_  
Signature Date

**LEVEL B**

Date received by Superintendent:

Answer given by Superintendent:

\_\_\_\_\_  
Signature Date

**LEVEL C**

Date received by Board:

Answer given by Board:

\_\_\_\_\_  
Signature Date

Position of Grievant:

\_\_\_\_\_  
Signature Date

**LEVEL D**

Date submitted to Arbitration:

Disposition of Arbitrator:

\_\_\_\_\_  
Signature Date

IN WITNESS WHEREOF the parties have executed this Agreement

on this \_\_\_\_ day of \_\_\_\_\_, 20 ~~18-20187~~ as of the date and year first written above.

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FRANKLIN SCHOOL DISTRICT

FRANKLIN EDUCATION ASSOCIATION

By \_\_\_\_\_  
Timothy Dow, Chairperson

By \_\_\_\_\_  
**Jennifer Weaver**, FEA President

By \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
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**CITY COUNCIL MEETING**  
**AGENDA ITEM III**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of March 2<sup>nd</sup>, 2019*

**Subject: School Board Update**

---

Superintendent Dan LeGallo will provide a monthly update to the Mayor and City Council.

**CITY COUNCIL MEETING**  
**AGENDA ITEM IV**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of March 2<sup>nd</sup>, 2019*

**Subject: Photovoice Project Findings & Recommendations**

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The Junior Youth Group will present their Photovoice project findings and recreational recommendations to the City Council.

**CITY COUNCIL MEETING**

**AGENDA ITEM V**





**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
*City Council Meeting of March 2<sup>nd</sup>, 2020*

**From:** Michael Foss, Fire Chief/EMD

**Subject:** Obtaining the approval of the proposed *Local Emergency Operation Plan* during the March 2<sup>nd</sup>, 2020 Franklin City Council Meeting. This approval must be obtained from the Council, so that the City of Franklin can formally adopt and utilize this plan to help ensure the safety of the community.

---

**Recommended Motion for the March 2<sup>nd</sup>, 2020 Meeting of the City Council:**

***"I move that the Franklin City Council formally adopt the proposed Local Emergency Operations Plan as prepared by Hubbard Consulting LLC."***

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

---

**Background:** In early 2019, the City of Franklin realized the need to update the City's Local Emergency Operations Plan. The last revision of this plan had taken place in 2014. The proposed update took place as a result of the five-year recommendation that was given by N.H. Homeland Security and Emergency Management. As recognized by City officials, the goal of the update was to help with the following items:

- Plan for the protection of life, property, and critical facilities within the City of Franklin.
- To aid local, state, and federal coordination and communication so that this plan is a working document with realistic goals, objectives, and recommendations.
- Coordinate amongst departments, including mid-level personnel, to implement the protection and prevention measures set forth in this plan. The overall goals of Franklin's Local Emergency Operations Plan update has not changed substantially since the adoption of the 2014 plan, however it has addressed areas that were in need of correction.
- Works to strengthen continuity of operations and continuity of government.

**Fiscal Impact:** No foreseen financial impact will result during the planning update as grant funds were received from the State of NH Department of Homeland Security and Emergency Management. All matching funds will be made up from the time and services provided by City of Franklin employees (soft match funding).

**Alternatives:** The alternative is to forego the adoption of the plan, thus compromising public safety as it relates to local emergency operations. Failure to adopt and implement the plan could affect funding and the receipt of future Homeland Security and Emergency Management grants.

**Attachments and Exhibits:**

- City of Franklin, Proposed NH Local Emergency Operations Plan Update
- Adoption signature sheet found within packet on page number "iv"



JANUARY 2020

# EMERGENCY OPERATIONS PLAN (EOP) - FRANKLIN, NH

PREPARED BY: FRANKLIN, NH &  
HUBBARD CONSULTING LLC

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Annex A	Emergency Support Functions
Annex B	EOC Guidelines and Checklists
Annex C	Shelter Operations Plan
Annex D	Hazard Specific Incidents

## APPENDICES

Appendix A	Acronyms
Appendix B	Authorities
Appendix C	Resource List

## NOTICE OF PROMULGATION

The publication of the *City of Franklin, NH Local Emergency Operations Plan* (hereinafter referred to as the EOP) represents a concerted effort on the part of Franklin to provide a mechanism for effectively responding to and recovering from the impact of natural or human-caused disasters or emergencies.

The stated purpose of this Plan and associated supporting documents is to facilitate the delivery of local government, community and mutual aid resources, and to provide needed assistance and relief to disaster victims and the community, at large. This Plan represents the Community's best intentions to manage emergencies/disasters within the framework of community-wide cooperation and coordination.

The Franklin Emergency Operations Plan is adopted effectively this day, the \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Emergency Management Director

## FOREWARD

This EOP establishes a framework for Franklin and its partners to provide assistance in an expeditious manner in the event of a perceived, potential or actual disaster or emergency. The Franklin City Council and the Emergency Management Agency (hereinafter referred to as the EMA) appreciate the continuing cooperation and support from all departments, agencies and volunteer and private organizations which have contributed to the local level of preparedness and to the development of this EOP. The EMA continually works alongside these entities to address the responsibilities outlined in this EOP, and to provide a forum for discussion and an opportunity to participate in planning and exercise activities to help ensure the local prevention, preparedness, response, recovery and mitigation capabilities are effective and efficient.

The purpose of the EOP is to provide strategic and operational guidance aimed at facilitating the delivery of all types of local emergency management assistance to the residents and visitors of the jurisdiction and others with whom there are mutual aid agreements/compacts in place, and to help reduce the consequences of disasters and emergencies. This EOP outlines the planning assumptions, policies, concept of operations, organizational structures and the roles and responsibilities of all those involved in coordinating federal, regional, state and local activities, as they relate to emergency management.



RECORD OF REVISION

VERSION #	DATE	SUBJECT AREA	AUTHOR
2020	January 2020	WHOLE PLAN	City of Franklin / Hubbard Consulting LLC

## Chapter 1 INTRODUCTION

### Purpose

The Emergency Operations Plan (EOP) establishes policies and procedures; describes strategies, assumptions and objectives; and explains how this plan supports the five phases of emergency management (Prevention, Mitigation, Preparedness/Protection, Response and Recovery); and identifies what Federal guidelines the EOP follows, i.e., the National Incident Management System (NIMS), Incident Command System (ICS), Emergency Support Functions (ESFs), and the Department of Homeland Security's (DHS) National Response Framework (NRF).

The EOP establishes interagency and multi-jurisdictional mechanisms for Local Government involvement in coordination of incident support activities. This includes coordination structures and processes for disasters or other emergencies requiring:

- Emergency support to residents and visitors;
- Support of other local governments;
- The exercise of direct Local authorities and responsibilities, as appropriate under the law;
- Public and private-sector incident management integration; and
- Coordination, administration, and integration of emergency management plans and programs of Federal and State agencies.

### Scope

- a) This is an operations-based plan that follows NIMS, ICS and NRF guidelines.
- b) It defines the responsibilities of local agencies, non-governmental organizations (NGOs) and partners from both the public and private sector. In addition, the EOP recognizes and incorporates the various jurisdictional and functional authorities of local government, departments and agencies, as well as private-sector organizations during an incident.
- c) The EOP also calls for regularly scheduled exercises and training to identify and enhance the capabilities of local relevant stakeholders when managing emergency situations.
- d) This Plan does not contain department inventories, specific operating instructions or personnel directories. Logistics, techniques, methodologies and implementation strategies are components of organizational procedural manuals. Development of these "Standard Operating Procedures" (SOPs) are the responsibility of each individual agency identified within the EOP.

### EOP Structure

This Plan is organized to align with the operational structure and makeup of the Local Emergency Operations Center (EOC). The EOP provides general information as well as specific operational roles and responsibilities for select EOC sections, groups and ESFs.

The EOP includes the following:

1. Base Plan

The Base Plan describes the structure and processes designed to integrate the efforts and resources of local, state and federal governments, regional governmental entities, the private sector and non-governmental organizations (NGOs). The Base Plan includes planning assumptions, roles and responsibilities, concepts of operation, incident management actions, and Plan administration and maintenance instructions.

2. **Annex A: Emergency Support Functions (ESFs)**

The ESFs describe the responsibilities and general concepts for emergency management activities and obligations maintained by each individual function. These responsibilities include reduction/elimination of the immediate hazard, saving lives and property, incident stabilization, environmental and economic conservation and restoration of near-normal conditions.

The Emergency Support Functions are comprised of 15 specific functional areas, they are:

- Transportation (ESF #1)
- Communications and Alerting (ESF #2)
- Public Works & Engineering (ESF #3)
- Firefighting (ESF #4)
- Emergency Management (ESF #5)
- Mass Care, Housing, and Human Services (ESF #6)
- Resource Support (ESF #7)
- Health and Medical (ESF #8)
- Search and Rescue (SAR) (EF #9)
- Hazardous Materials (HAZMAT) (ESF #10)
- Agriculture, Cultural, and Natural Resources (ESF #11)
- Energy (ESF #12)
- Public Safety and Law Enforcement (ESF #13)
- Volunteer and Donation Management (ESF #14)
- Public Information (ESF #15)



### 3. Annexes B-D:

The EOP will include a Hazard Specific Annex, EOC Guidelines and Shelter Annex. Some emergencies require unique approaches to prevention, preparedness, response, recovery and mitigation at some, or all, levels. These annexes include specialized guidance, processes and administrative guidelines to meet the needs of an incident, based upon incident's individual characteristics.

### 4. Attachments/Appendices

Attachments and Appendices provide additional relevant and/or more detailed supporting information for each section of the EOP. This includes the ESF resource list, glossaries, acronyms, statutory authorities and other documents.

## Phases of Emergency Management

Emergency management operations are carried out within five distinct phases: prevention, mitigation, preparedness, response, and recovery. This EOP primarily considers the response phase, but does address other phases as appropriate.

### 1. Prevention

Prevention means identifying, deterring or stopping an incident from occurring to protect property and lives.

### 2. Mitigation

Mitigation includes actions that are taken before an emergency to eliminate or reduce the risk to human life and property from natural, technological and/or civil hazards. The goal of mitigation activities is to lessen the impact of a disaster or emergency and to reduce the costs of response and recovery operations.



**Figure 1: Phases of Emergency Management**

### 3. Preparedness / Protection

Preparedness/Protection actions are pre-emergency activities that attempt to prepare organizations to effectively respond to disasters or emergencies. This phase involves training, exercising, planning, and resource identification and acquisition. When these tactics are effectively created and implemented before an event, there may be a reduction in the cascading events of a disaster or emergency.

### 4. Response

Response actions are taken immediately prior to, during or directly after a disaster or emergency to save lives, minimize damage to property and enhance the effectiveness of recovery. Response begins when an emergency or disaster is imminent and/or immediately after it occurs.

## 5. Recovery

Recovery includes both short-term and long-term activities. Short-term recovery aims at returning infrastructure systems back to operating standards. Long-term recovery works to return the site to “near normal” conditions after a disaster or emergency. Long-term recovery also includes restoring economic activity and rebuilding community facilities and housing. Long-term recovery can take months or years. In some cases, recovery begins during the response to a disaster or emergency concurrently with response efforts.

## Incident Management Activities

### 1. National Incident Management System (NIMS) / Incident Command System (ICS)

NIMS is the national model for Preparedness, Communications and Information Management, Resource Management, Command and Management. ICS, established by NIMS, is the model for command, control and coordination for an emergency response. This system provides a means to coordinate the efforts of individual agencies as they work toward stabilizing the incident, protecting life, property and the environment. ICS uses principles known to improve efficiency and effectiveness in an emergency response. Due to the possibility of complex events occurring in New Hampshire and the number of agencies and departments with a responsibility to act, the City of Franklin utilizes ICS as the operational system to manage disaster and emergency situations.

### 2. Local Emergency Operations Center (EOC) Activation

- a. Day-to-day operational response is activated through Police and Fire, via their respective dispatching agencies.
- b. Local, county or state agencies and/or dispatch will notify the EMD that an incident has occurred, or has the potential to occur, that threatens or impacts the City. The EMD will gather information for on-going situational awareness and notify ESFs, as appropriate.
- c. The EMD, in coordination with local departments, will make the decision to activate the EOC and determine the level of activation.
- d. If EOC activation is determined to be necessary, the EMD will notify appropriate ESF agencies of the activation and request designated personnel to report to the EOC or to remain on stand-by.
- e. WebEOC, a software management tool, will be utilized to provide continuous situational awareness.

## Emergency Support Functions (ESFs)

**ESF #1 – Transportation:** addresses emergency-related transportation issues that include assessing damage, restoring and maintaining land, air and water transportation routes during disasters or emergencies in, coordination with governmental and private organizations, as required. In addition, ESF #1 supports evacuation and re-entry operations for impacted areas and the transportation of response personnel, materials, goods and services to emergency sites.



**ESF #2 – Communications and Alerting:** addresses the provision of communication resources and coordination to support local collaboration and information sharing. ESF #2 is also responsible for the provision of emergency warning and notifications to the public and response personnel, as well as the back-up, restoration and repair of some communication infrastructure.

**ESF #3 – Public Works and Engineering:** addresses most engineering concerns that are not related to transportation systems and becomes involved in a wide array of mission types in response and recovery efforts. These missions include inspection and assessment; debris removal management; demolition and stabilization; reconnaissance; emergency repairs; and, temporary and permanent construction.

**ESF #4 – Firefighting:** addresses fire suppression in rural, urban and wild-land settings that result from naturally-occurring, technological or man-made disasters or emergencies. Local jurisdictions have the responsibility of providing basic fire service protection.

**ESF #5 – Emergency Management:** addresses the coordination of local incident management and response efforts to support local efforts. It encompasses the coordination of activities identified in the EOP; the activation and operation of the EOC; incident action planning; situational awareness and information-sharing; and, provides direction and control over the use of local resources.

**ESF #6 – Mass Care, Housing and Human Services:** addresses, coordinates and reports on the emergency mass care activities of local and partner NGOs responsible for sheltering, feeding, counseling, temporary housing and related social services and welfare activities required to assist disaster clients. In addition, this ESF is responsible for the safety and well-being of household pets in shelters.

**ESF #7 – Resource Support:** addresses support to local entities involved in emergency response and recovery. This support includes locating, procuring and issuing resources including equipment, supplies, facilities, and services required by emergency responders and disaster survivors.

**ESF #8 – Health and Medical:** addresses public health and medical services concerns during disaster or other emergencies. Public health concerns include, but are not limited to: assessment and surveillance of health needs of the affected communities; provision of health-related services and supplies; identification of areas where health problems could occur; testing of products for public consumption; and environmental testing. Medical services' concerns include, but are not limited to: logistical support for local health personnel in the field; supply and restocking of health-related equipment and supplies; testing and/or disposal of food, medicine and other related products affected by the disaster/emergency; assistance in assessing potable water and wastewater/solid waste disposal issues and coordination of equipment; assessment of medical needs; provision of medically related services and supplies that support the affected communities; and assistance and support for mass fatality and triage sites.

**ESF #9 – Search and Rescue (SAR):** addresses the provision of guidance and organization of Local agencies that may be employed during SAR operations, in both urban and rural scenarios. SAR operations include, but are not limited to: the location, recovery and extrication of victims who have become lost or entrapped as a result of a disaster or life-threatening emergency, and includes swift water rescue.

**ESF #10 – Hazardous Materials (HAZMAT) Response:** addresses different types of hazardous materials events/incidents. In a hazardous materials event, responsibilities include: providing a coordinated local response in accordance with ICS; assisting in the assessment of, response to and recovery from hazardous



materials incidents; ensuring that prompt measures are taken to contain, remove and dispose of spilled hazardous materials; and, advising the public, in concert with local agencies, of the situation, potential dangers and protective actions they should take.

**ESF #11 – Agriculture, Cultural and Natural Resources:** addresses concerns regarding agricultural functions during a disaster as well as the effect of an incident upon the natural and cultural resources of the community. These concerns include: assessment and surveillance of agriculture needs within affected areas; provision of agriculture-related services and supplies; identification and application of appropriate agriculture assistance programs; and obtaining and delivering emergency food supplies. In addition, this ESF is responsible for the care and well-being of large animals and livestock during an incident. It is also addresses concerns regarding cultural resources and historic properties, their protection and restoration.

**ESF #12 – Energy:** addresses the coordination of utilities and related governmental and private organizations to provide information for local-level assessment, response and recovery operations related to fuel shortages, power outages and capacity shortages that may impact residents. This ESF also provides information on the transportation of fuel, sources for the provision of emergency power to support immediate response operations, and the restoration of normal energy supplies.

**ESF #13 – Public Safety and Law Enforcement:** addresses response and recovery activities that include, but may not be limited to, the following: maintaining law and order within legal authority; assisting with the dissemination of alerts, warnings and notifications; coordinating law enforcement activities from command centers and EOC, as needed, to manage resources and personnel; staffing for traffic control points and other sites; conducting law enforcement investigations; providing evacuation/relocation support; supporting the relocation and temporary detention of persons confined to correctional and/or high risk institutions; and, maintaining and protecting logs, records, digests and reports essential to government and emergency operations.

**ESF #14 – Volunteer and Donations Management:** addresses the support of local jurisdictions in the restoration of communities damaged by a disaster or emergency by coordinating the efficient and effective delivery of donated goods and volunteer services to the impacted areas. This ESF will also be the liaison for those voluntary organizations that provide disaster services within the community, so that capabilities and resources will be effectively integrated with other local, State and federal agencies to meet the needs of the disaster or emergency.

**ESF #15 – Public Information** addresses support in providing residents with timely and potentially lifesaving information during major disasters or other emergencies. This ESF is also responsible for the development and dissemination of a variety of information, education, and instructions to the general public, government officials and the news media through direct contact, briefings, presentations, news releases and advisories, websites, social media postings, and oversight of public inquiry lines established in or for the support of emergency management activities.



EMERGENCY OPERATIONS PLAN (EOP) - FRANKLIN, NH

**ESF Lead and Support Responsibilities (Table 1-1)**

(L) Lead Agency (S) Support Agency

Franklin, NH Emergency Support Function (ESF) Matrix															
Agency / Organization	ESF 1 Transportation	ESF 2 Communications	ESF 3 Public Works	ESF 4 Fire Fighting	ESF 5 Emergency Mgmt.	ESF 6 Mass Care & Shelter	ESF 7 Resources	ESF 8 Health & Medical	ESF 9 Search & Rescue	ESF 10 HazMat	ESF 11 Agriculture	ESF 12 Energy	ESF 13 Law Enforcement	ESF 14 Volunteers & Donations	ESF 15 Public Info
Emergency Management Director	L	S	S	S	L	L	L	S	S	S	L	L	S	S	S
Fire Department	S	S	S	L	S	S	S	L	L	L		S	S		S
Police Department	S	L	S	S	S	S	S	S	L	S	S	S	L		S
Municipal Services Department	S	S	L	S	S		S		S	S		S	S		S
City Manager					S		L								L
Mayor/Council															S
Health Officer				S		S		L		S	S				
Building Inspector			S	S					S			S			
Planning Director			S												
Finance Director	S		S		S	S	S	S	S	S		S		S	
Welfare Director				S		S		S						S	
Franklin School District	S	S				S		S						S	S
Recreation Department						S								L	
CERT/WPHN						S								S	S

## Chapter 2 SITUATION AND PLANNING ASSUMPTIONS

### Situation

#### 1. Geography, Government, Population and Climate

The City of Franklin is located in Merrimack County in central New Hampshire. Franklin is a community governed by a City Manager form of government, with a population of nearly 9,000 people, with an increase of 10,000 during the day and seasonal increases. The City is combination of residential and commercial businesses, primarily established on Routes 11 and Route 3 and 3A.

The Fire Chief serves as Emergency Management Director and coordinates planning, preparation, mitigation and response efforts to emergencies in the City. The City has full-time Police, Fire and Public Works Departments and is served by water and sewer systems.

The average January low is 6 degrees Fahrenheit and average July high 82 degrees Fahrenheit. The average yearly precipitation amount is 45 inches.

#### 2. Transportation Systems

- a) Air Service: The nearest public use airport are the Concord and Laconia Airports. Larger airports are the Manchester-Boston Regional Airport and Boston Logan Airport.
- b) Rail Service: There is no rail service or rail system in the Town.
- c) Road System: The City is connected to many major roads including US Route 3, State Routes 3a, 11 and 127.

### Hazard Analysis

The following hazard analysis is a summary of the hazard risks for the City of Franklin, as identified in the City's 2019 Hazard Mitigation Plan.

Natural & Human Caused Hazards	Severity	Probability* In 25 years	Risk Severity x Probability
	Probability of death or injury; property or business loss 0: n/a 1: Low 2: Moderate 3: High	Likelihood this will occur 0: Improbable 1: Remote 2: Occasional 3: Probable 4: Frequent	0-4: Low 5-9: Medium 10-12: High
Armed Assault	3	3	9
Natural Gas Disruption / Explosion	3	3	9
Severe Winter Weather	2	4	8
Flood	2	3	6
Severe Wind (Tornado/Downburst)	2	2	4
Dam Failure	2	2	4
Infrastructure Failure	2	2	4
Lightning	1	3	3
Transportation Incident	1	2	2
Extreme Heat	1	2	2
Drought	1	2	2
Hurricane	2	1	2
Conflagration	2	1	2
Wild/Forest Fire	1	1	1
Earthquake	1	1	1

\*Probability Terms are defined as:

Improbable: Not likely to occur in any 25-year period.  
 Remote: Less than 1% probability in the next 25-year period.  
 Occasional: Between 1% and 50% probability in the next 25-year period.  
 Probable: Between 50% and 99% probability in the next 25-year period.  
 Frequent: Near 100% probability in the next year.



## Chapter 3 ROLES AND RESPONSIBILITIES

### City of Franklin

The EMD has the responsibility for the development and implementation of emergency management programs designed to provide for rapid and effective response to an emergency situation. The EMD plans for the protection of life and property within the community. Local department heads and non-governmental organizations (NGOs) work with the EMD during the development of local emergency plans and should be prepared to provide response resources.

### State of New Hampshire

The NH Department of Safety, State Emergency Operations Center (SEOC) is responsible for the following areas:

- Modifying normal operations and redirecting resources to assist and support local governments in saving lives, relieving human suffering, sustaining survivors, protecting property and re-establishing essential services.
- Coordinating actions necessary to respond to an emergency and coordinating the links between local governments, neighboring states, federal response, and the resources of the International Emergency Management Group (Provinces of Quebec, New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland/Labrador, Canada).
- Unifying the efforts of government, volunteers and the private sector for a comprehensive approach to reducing the impacts of emergencies/disasters.
- Obtaining a State Declaration of Emergency, if the situation warrants, from the Governor of New Hampshire and requesting immediate federal assistance to augment efforts in relieving major emergency or disaster related problems beyond the capabilities of state and local government.

### Federal Government

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is responsible for the following areas of planning and operations:

- Supporting state and local governments in planning, preparedness, mitigation, response and recovery operations;
- Coordinating federal aid for a Presidentially Declared Disaster (PDD) and emergencies by implementing the NRF;
- Coordinating emergency preparedness for the possibility of nuclear power plant accidents, radiation accidents and attack; and,
- Ensuring continuity of government and coordinating mobilization of resources during national security emergencies.

### Private Sector

The roles, responsibilities and participation of the private sector vary based on the type and impact of disaster or emergency. Regardless, as a key element of local economies, private sector recovery and restoration is essential to aid the jurisdictions impacted.

Certain organizations are required by existing law and regulation to bear the cost of planning and response to disasters or other emergencies, regardless of cause. In the case of a catastrophic incident, these private-sector organizations are expected to mobilize and employ the resources necessary and available, in accordance with their plans, to address the consequences of incidents at their own facilities or emergencies for which they are otherwise responsible.

### Non-Governmental & Volunteer Organizations

NGOs collaborate with other agencies and organizations, first responders and all levels of government to provide relief services to sustain life, reduce physical and emotional distress and promote recovery of disaster victims when assistance is not available from other sources. Private relief organizations have a two-fold responsibility: 1) cooperating and coordinating with government agencies to help ensure broad and thorough coverage of relief; and, 2) providing relief not provided by the government on a complementary and supplementary basis.

### Primary Responsibilities

The primary responsibilities of the key elected and appointed officials are as follows:

1. **Emergency Management Director (EMD)**

The EMD and Deputy EMD oversee and coordinate the local-level planning, preparation, exercise, response and mitigation of terrorist threats, natural and human-caused disasters and other emergencies.

2. **Local Chief Executives**

The City Council is the City's chief executive branch and is responsible for administration of the operations and management of prudential affairs of the City. The City Manager reports to the City Council and is responsible for day-to-day operations.

3. **Other Agencies and Departments**

Local agency and department/division heads and their staffs should develop plans, trainings, internal policies and procedures to meet prevention, preparedness, mitigation, response and recovery needs as identified in the EOP. Training should be multi-level, interagency training accompanied by exercises to develop and maintain necessary capabilities.

4. **Emergency Support Function (ESF) Agencies**

Each ESF has delineated Lead and Support Agencies. The designations denote key roles in the execution of the specified function. A Support Agency for an ESF should have specific capabilities and resources to support the ESF Lead Agency in executing the ESF mission. Specific responsibilities are articulated in the individual ESF Annexes.

### Facilities and Resources

1. **Incident Command Post (ICP)**

The command function is directed by the Incident Commander (IC) at the Incident Command Post (ICP). The IC is the person in charge at the incident and who must be fully qualified to manage



the response. The Incident Command Structure and the EOC function together with the same goals, but function at different levels of responsibility. The Incident Commander is responsible for on-scene response activities, and the EMD is responsible for the entire community-wide response to the event.

## 2. Local Emergency Operations Center (EOC)

The City of Franklin maintains an EOC at the Franklin Fire Department as part of the City's emergency preparedness program. The EOC is where department heads, government officials, and volunteer agencies gather to coordinate their response to an emergency event. Officials responsible for responding to major emergencies and disasters assemble to direct and control the jurisdiction's response. The EOC goes into operation when the EMD decides that the situation is serious enough to require a coordinated and other-than-routine response.

## 3. Alternate Local EOC

If the situation requires, an alternate EOC can be established at the Franklin Police Department. In addition, an alternate EOC could be established virtually, i.e., e-mail, cell phone, skype, etc.).

# Chapter 4 CONCEPT OF OPERATIONS

It is a premise of emergency management that all incidents begin locally and initial response is by local jurisdictions. It is only after local emergency response resources are depleted, or local resources do not exist to address a given disaster or emergency, that State emergency response resources and assistance are to be requested by local authorities. Police, fire, EMS, emergency management, public health, public works, environmental agencies and other personnel are often the first to arrive and the last to leave an incident site.

## Operational Policies

Protection of life and property and relief of human distress are the primary objectives of the City government in emergency situations.

The EMD, and police and fire officials are expected to assume direct control of the emergency operations of all government and non-government resources that are by law, subject to their authority.

## Coordination

Coordination is a broad function involving staff members engaged in both direction and control. Some situations might require an Incident Commander to execute coordinating functions. In times of disasters or other emergencies, there are several levels of coordination involved with the administration of the EOP. They work through three levels from local, to state, and finally to federal authorities, when required.

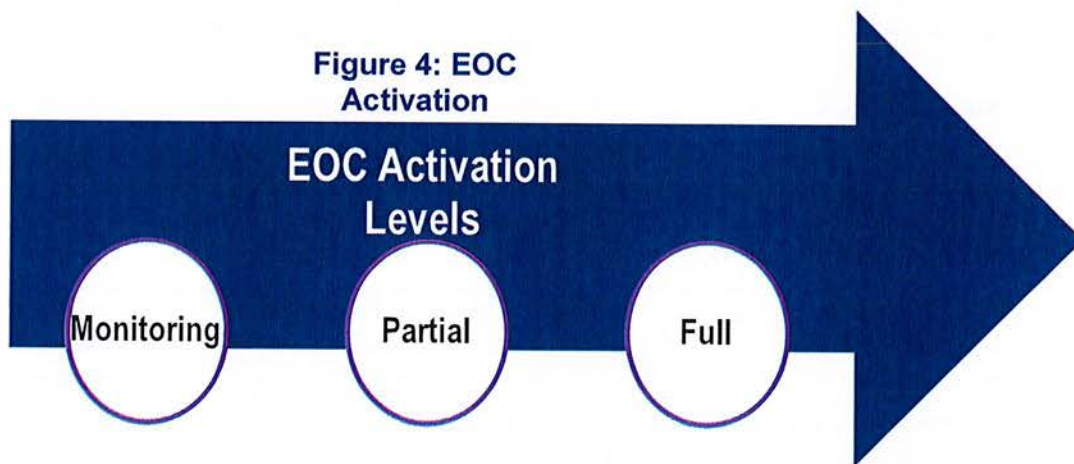
The local EMD is responsible for maintaining a common operating picture and coordinating local response efforts. Primarily, this role encompasses two areas of coordination. First, the local EMD works with local responders to ensure internal cooperation and functional teamwork in support of the Incident Commander. Secondly, the EMD arranges for outside assistance when the need arises and/or when requested by the Incident Commander, through mutual aid, the Area Command structure or the local EOC.

### EOC Activation

**Monitoring:** The local EOC is not activated. The local EMA is at normal staffing and is monitoring situational awareness on a 24/7 basis.

**Partial Activation:** The local EOC is partially activated. All ESFs and/or Support Agencies are notified and requested, as the situation warrants. Partial activation staffing will be determined to meet the needs of the situation.

**Full Activation:** The local EOC is fully activated. All ESFs and/or Support Agencies are notified and requested, as the situation warrants. Full activation requires 24-hour staffing in order to meet the needs of the situation.



### EOC Organization & Responsibilities

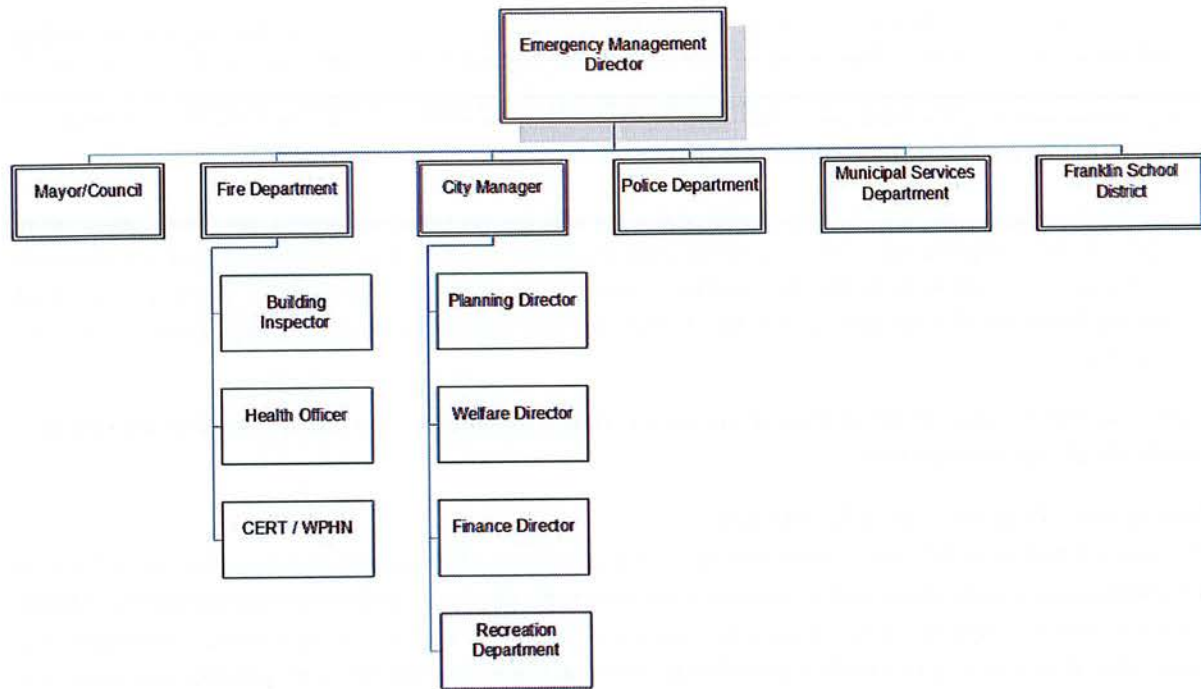
The EOC provides a central location from which local government can provide interagency coordination and executive decision-making in support of incident response. The City of Franklin's EOC is organized in a traditional functional format. The EOC Lead positions include: fire, police, municipal services, health officer, and recreation department.

### Command and Control

This section is comprised of elements that provide direction and control of the emergency situation; ensure the response follows established SOPs/SOGs; and provide for a centralized EOC facility. The EMD, or Deputy EMD, is the primary person assigned to the Command and Control Section of the EOC and will ensure the following:

1. Coordinate all emergency response functions in the EOC, per RSA 21P:39.
2. Establish and maintain a facility to be used as the EOC for centralized direction, coordination and control of emergency operations.
3. Develop EOC activation/deactivation Standard Operating Procedures/Standard Operating Guidelines, personnel staffing requirements and functional operating procedures/guides.





EOC ORGANIZATIONAL CHART

### Situational Awareness

The EOC utilizes multiple sources for situational awareness, including WebEOC, local responders, social media, field reports, media outlets and Amateur Radio Emergency Services (ARES).

## Chapter 5 CONTINUITY OF GOVERNMENT

The occurrence of a disaster or emergency could impede the ability of local government to function. This section includes a variety of activities designed to ensure the preservation of government, as it exists, and to continue the ability of local government to provide protection and essential services to the public.

### Lines of Succession

Per the Franklin City Charter:

#### C-11. Vacancies. [Added by Ch. 153 of the Laws of 1979; amended 11-26-1979; 11-25-1986]

If the Mayor, a member of the City Council or other elected city official is unable or unwilling to serve out his or her full term of office for any reason and the office becomes officially vacant during said term, then in any such event a new city official shall be appointed by the City Council for the remainder of that calendar year in which the vacancy occurred. An election shall occur at the next municipal election to fill the balance of the term caused by the vacancy. If the office of Mayor becomes vacant, the City Council shall designate one of its members to act as interim Mayor until a new Mayor is elected and qualified.

#### C-22. Vacancy in office of Manager. [Added 11-25-1969; amended 11-28-1995; 11-24-1998]

If the office of City Manager shall be vacant for any cause, the City Council may appoint an Acting Manager to serve at the pleasure of the Council for not more than 180 days and shall appoint a permanent Manager in accordance with § C-19 within 181 days of the date of vacancy.

**C-23. Acting Manager. [Added 11-25-1969]**

If the Manager is temporarily incapacitated or unable to act from any cause, the City Council may appoint an Acting Manager to serve at the pleasure of the Council. Said Acting Manager shall have all the powers and perform all the duties of the City Manager during his incapacity or inability to act. Said Acting Manager shall be paid such salary for his services hereunder as may be prescribed by the City Council.

Police and Fire maintain internal lines of succession, based upon rank. The City is currently developing a Continuity of Government Plan.

### Protection of Government Resources

The major thrust of an EOP is to protect the lives and properties of those involved in a disaster and return the situation to a level of normalcy. Disasters can interrupt, paralyze, and/or destroy the ability of State and local governments to carry out specific executive, legislative and judicial functions. Therefore, it is imperative that the City of Franklin establishes and maintains the capability to provide response and recovery functions during emergencies or disasters.

The Emergency Management Director is responsible for developing, maintaining, and exercising a Continuity of Operations (COOP) Plan for the City. The EMD is also responsible for ensuring that all departments, agencies, and offices develop, maintain, and exercise a COOP Plan outlining how essential services/functions will be maintained during emergencies/disasters, respectively.

## Chapter 6 TRAINING AND EXERCISES

Training is provided to prepare local emergency response personnel. It is designed to develop the knowledge, skills and abilities required in a disaster or emergency. Basic training that is recommended and provided includes ICS fundamentals and EOP orientation.

Exercises are conducted to evaluate plans and procedures used during actual emergencies and identify the need for Plan modifications and/or additional training. When properly integrated, training and exercising can improve the response and the delivery of emergency/disaster assistance to residents and visitors.

### Training

Training is offered to local emergency management personnel in several categories. Each training opportunity is designed for specific disciplines and/or assignments and is delivered in the most convenient manner possible.

### Exercises

The City of Franklin does not have a formal Exercise Program, but has and will continue to participate in Homeland Security Exercise and Evaluation Program (HSEEP) exercises. Exercises vary in activities and resources. Some require simple preparations and execution, while others may be more complex and require greater efforts and resources. These exercises not only focus on the actions of participating



personnel, but they also may reveal gaps in the planning or preparedness aspects of emergency management.

After exercises are completed an After-Action Report (AAR) should be developed that captures observations of exercise evaluators, or the findings of involved agencies and personnel. An AAR makes recommendations for improvements and often includes an Improvement Plan (IP). IPs identify specific corrective actions to be taken, assigns these actions to responsible parties and establishes target dates for action completion. All AAR's for exercises conducted by the City of Franklin are kept on file with the Emergency Management Director.

## Chapter 7 ADMINISTRATION

### Interface with State and Federal

In most situations, requests for Federal assistance will be made through the Local EOC to NH Homeland Security and Emergency Management (HSEM) then to DHS/FEMA. When incident requests exceed the capability of the State, with the approval of the Governor, the Command Staff will coordinate activities with the lead federal agency(ies) under the provisions of the National Response Framework (NRF).

Once the local EOC is activated, the EMD will notify the NH State EOC immediately at (800) 852-3792, or via WebEOC. Whenever possible, the EOC should establish contact to the State EOC via WEB-EOC at <http://www.nh.gov/safety/divisions/hsem/>.

### Agreements and Understandings

All agreements and understandings entered into for the purchase, lease or otherwise for the use of equipment and services will be in accordance with law and procedures. The declaration of a State of Emergency by the local EMD or other official may suspend selected rules and regulations that impede emergency response and/or recovery operations.

Local, State and International Mutual Aid agreements (EMAC/IEMAC, etc.) may also be activated as the situation warrants.

### Expenditures and Record-Keeping

Each agency is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for federal reimbursement. This should be in accordance with the established federal program guidelines or standard cost accounting procedures, if the latter is acceptable by the reimbursing federal agency.

During an emergency/disaster local government shall determine, as necessary, which normal administrative procedures shall be suspended, relaxed or made optional in order to prevent unnecessary impediments to emergency operations and recovery activities. Departures from normal methods should be stated in the State of Emergency declarations, or as specified in the EOP and its supporting documents.

Emergency response agencies will include provisions for documenting all disaster related expenditures using accepted accounting procedures. Such accounting documentation will support the City's request for supplemental assistance.

### Consumer Protection

The NH Department of Justice (DOJ), Office of the Attorney General (AG), Consumer Protection and Anti-Trust Bureau will monitor emergency activities to provide protection to consumers. Complaints may be initiated by calling the Bureau at (603) 271-3641 or by filing a complaint electronically.

### Protection of the Environment

All actions taken pursuant to repair and restoration by a government agency, individual, or private entity will comply with New Hampshire and Federal laws, rules and regulations regarding the environment. Additional requirements may be obtained from the New Hampshire Department of Environmental Services (DES).

### Non-discrimination

Discrimination against persons on the basis of age, color, economic status, nationality, race, religion, sex, sexual preference or handicap in the administration of emergency services or disaster relief is prohibited. Complaints of discrimination in emergency operations or disaster relief will be made to the local emergency management organization for investigation and further action.

### Emergency Responder Liability

Information concerning emergency responder liability within the State of NH is found in RSA Section 508:17-a *Agents Assisting Certain State Departments: Liability Limited*.

## Chapter 8 PLAN DEVELOPMENT AND MAINTENANCE

### Development

Each department/agency with emergency management responsibility is responsible for the development and maintenance of appropriate planning documents that address responsibilities assigned in this Plan including, but not be limited to: SOPs, implementing procedures and/or operational guidelines. The EMD will ensure appropriate distribution of the EOP and any changes thereto. Public access to portions of this Plan may be posted on the City's website.

### Maintenance

This Plan is a living document and is the principal source of documentation concerning the jurisdictions emergency management activities. Overall coordination of this process will be performed by the Local Emergency Management Director (EMD) or designee.

1. The EMD will authorize and issue changes to this Plan, as necessary and until the Plan is superseded. The Plan will be reviewed annually and be subject to revision annually, unless disasters or other emergencies or other events dictate otherwise.
2. The EMD will be responsible for maintenance of this Plan, including revisions, as required. Authorized representatives may recommend changes and will provide information concerning capability changes that affect their emergency management responsibilities. Users, reviewers and other appropriate individuals may also recommend changes. AARs and similar feedback will be considered in the maintenance and update of the Plan.
3. Lead agencies are responsible for participating in the annual review of the Plan. The Emergency Management Director will coordinate review and revision efforts, and will ensure that the Plan is



updated, as necessary, based on lessons learned during actual events, exercises, as well as changes in organization, technology and/or capabilities.

4. Agencies and organizations have the responsibility for maintaining annexes, appendices, SOPs, implementing procedures, job aids, notification lists and resource data to ensure prompt and effective response to emergencies. Agency resource data must be accessible to agency representatives at the Local EOC. These agencies/organizations are also expected to conduct and/or participate in training activities designed to enhance their ability to accomplish their responsibilities, as assigned by this Plan.

### Critiques

Following each EOC activation, exercise, etc. in which this EOP/ESF has been activated, an After-Action Report (AAR) should be conducted by the EMD/Lead Agency with the appropriate Support Agencies. A Corrective Action/Improvement Plan should be developed and incorporated into the EOC/ESF response activities, when updated. AARs should entail both written and verbal input from all appropriate participants, including field personnel. An evaluation of the IP or critique comments will provide additional opportunity for changes, additions or revisions of the EOP content.

## ANNEX A

### EMERGENCY SUPPORT FUNCTIONS

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**Emergency Support Function #1:**  
**TRANSPORTATION**

**Lead Agency:**

- Emergency Management Director

**Support Agencies:**

- Police Department
- Fire Department
- Municipal Services Department
- Finance Director
- Franklin School District

## **I. INTRODUCTION**

### **A. PURPOSE**

The purpose of Emergency Support Function #1 – Transportation (ESF #1) is to provide the resources (i.e., human, technical, equipment, facility, materials, and supplies) to support emergency transportation needs during an emergency/disaster situation.

### **B. SCOPE**

ESF #1 resources will be provided through requests directly to the local Emergency Operations Center (EOC). Resources may be obtained from local departments, contractors, vendors, suppliers, regional, State and Federal government, and public and private organizations. Resources obtainable by ESF #1 will be used to assist the following:

1. Monitoring, controlling and assessment of the transportation infrastructure.
2. Identify and repair and restoration of damaged transportation systems.
3. Coordinating vehicular traffic flow during an emergency situation.
4. Developing, maintaining and coordinating transportation routes for evacuation and surge including access to incident-specific critical sites, such as reception centers, shelter facilities, supply and medical distribution points.
5. Developing emergency refueling and maintenance facilities.
6. Evacuating persons from threatened areas or immediate danger, including those with access and functional needs, livestock, and household pets.
7. Logistical transporting of personnel, equipment, materials and supplies, including the management of transportation staging areas and assets.
8. Prioritizing and initiating emergency work tasking to clear debris and obstructions from, and make emergency repairs to, the transportation infrastructure.
9. Assisting in the design and implementation, as requested, of alternate transportation services (mass transit, etc.). This may occur through use of bus company contracts, emergency medical services ambulances, agreements with air and rail, or other vendor provided support.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

The City of Franklin is responsible for the management of transportation needs and will coordinate transportation requirements, excluding state and federal road systems that are not within their authority. The need for immediate restoration of the transportation system for response and recovery activities may exceed local capabilities and State and Federal governmental assistance may be required to supplement efforts.

An evacuation may be recommended when all or any part of the community is affected and may involve all or any portion of the population. A NH Supreme Court ruling on November 6, 2008 reaffirmed that Fire Officials have the right to require evacuations during an emergency. RSA 154:7, II(b) (2002) gives a fire department responding to a "fire, service call, or other emergency" authority to "order any persons to leave any building or place in the vicinity of such scene for the purpose of protecting such persons from injury or remove persons interfering with duties."

Major evacuation routes are: US Route 3, State Routes 3a, 11 and 127.

### B. PLANNING ASSUMPTIONS

1. Most localized systems and activities will be hampered by damaged transportation infrastructure. There may be a shortage of fuel (NH DOT maintains fuel sites throughout the state).
2. Alternate routes may need to be established to bypass damaged infrastructure.
3. Large number of evacuees may need to be moved out of the impacted area. Specialized transportation/assistance may be needed to evacuate some of the individuals.
4. Evacuation of household pets may be required and will be coordinated with ESF #6 – Mass Care, Housing and Human Services. This effort may require specialized transportation assets.
5. Large numbers of evacuees from an impacted area may need to be accommodated.
6. Area transportation infrastructure/resources may be impacted. The damage may diminish the effectiveness and efficiency of the response and recovery efforts.
7. Temporary routes may need to be established for residents who are allowed to return to an evacuated area for a finite period of time.
8. Fixed or mobile maintenance may be needed for response vehicles.
9. Vehicles, equipment, etc. may need to be towed from evacuation routes.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

1. The EMD is responsible for coordinating ESF #1 activities in the EOC.
2. Status of committed and uncommitted resources is tracked during activation of the EOC.
3. Unified Command is used to manage assets in the field due to the number and variety of government and private sector organizations that may be involved.
4. The EOC and emergency responders shall meet the needs of Functional Needs Populations. This group includes people who do not have access to or cannot operate a motor vehicle due, but not limited to: disabilities, age, addictions, and legal restrictions. This group also includes, but is not limited to; individuals with developmental, medical, physical, or sensory disabilities, durable medical equipment and service animals. Most non-drivers and people from zero vehicle households can function independently once evacuated to safety. In general, close collaboration and the development of unique strategies to meet the needs of these of transportation dependent people will occur.

### IV. ORGANIZATION

#### 1. Operational Facilities/Sites

ESF #1 may have to participate on several emergency teams and/or co-locate at several emergency facilities simultaneously (in-state or in another state through mutual aid). A listing of the teams and facilities through which ESF #1 may have to function follows:

- a. **Evacuation, Sheltering and Staging Areas** – In coordination with other ESFs, developing and maintaining transportation routes for evacuation and surge of populations. Identifying and maintaining routing from staging areas, reception areas, and shelters (human and animal). Identifying and maintaining special routing for special equipment, or other special needs that may occur prior to, during or after an incident.

### V. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Ensure ESF #1 Agencies are sufficiently trained and capable of fulfilling responsibilities of ESF #1.
2. Developing, testing, and maintaining manual or automated listings of transportation resources.

#### B. RESPONSE ACTIVITIES

1. Assigning and scheduling sufficient personnel to cover an activation of the EOC for an extended period of time.
2. Providing updates and briefings for any new personnel reporting for ESF #1 duty.
3. Maintaining and updating WebEOC as appropriate.



C. RECOVERY ACTIVITIES

1. Assigning and scheduling sufficient personnel to assist the EOC during the recovery period.

VI. ROLES & RESPONSIBILITIES

A. ACTIVITIES ASSOCIATED WITH FUNCTION:

ESF #1 Lead and Support Agencies activities include:

1. Maintaining and updating WebEOC as needed.
2. Accessing available and obtainable transportation resources. The committed and uncommitted status of such resources is continuously tracked during an activation of the EOC.
3. Providing available resources including specialized transportation and personnel, vehicular traffic management and control devices and signage, motor vehicles of all types, repair/service, refueling, parking, storage and staging facilities, mapping and communication capabilities, equipment and personnel for fulfilling ESF missions.
4. Notifying organizations of any pertinent information that may impact the ability of the appropriate ESF to carry out their missions/tasks including traffic flow information, highway/road closure or obstruction information and availability of engineering and fuel availability.

B. EQUIPMENT AND FACILITIES

The following is the transportation equipment and facilities pool from which certain and specific resources from the ESF #1 associated agencies are referenced and assigned. In addition, Appendix C contains a resource listing that includes ESF 1 equipment and resources.

1. Buses of various types and sizes, with drivers.
2. Passenger and utility vans, with and without drivers.
3. Trucks and/or trailers with drivers/operators. Vehicles to transport both light and complicated/heavy equipment/cargo.

VII. REFERENCES

NONE

## Emergency Support Function #2:

### COMMUNICATIONS

#### Lead Agencies:

- Police Department

#### Support Agencies:

- Fire Department
- Municipal Services Department
- Emergency Management Director
- Franklin School District

## I. INTRODUCTION

### A. PURPOSE

This ESF addresses the provision of communication resources and coordination to support local collaboration and information sharing. ESF #2 is also responsible for the provision of emergency warning and notifications to the public and response personnel as well as the back-up, restoration and repair of some communication infrastructure.

### B. SCOPE

The City's emergency function under this ESF consists of personnel and equipment, including local, state, federal, and volunteer resources essential to coordinate and disseminate information before, during, and after an impending or actual emergency.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

Fire, Police and Municipal Services currently maintain radio networks for conducting day-to-day operations. They are equipped with interoperable radios to communicate with all mutual aid entities. The Dispatch center is located in the Franklin Police Department with a backup system at Merrimack County Dispatch. The Fire Department uses Lakes Region Fire Mutual Aid Dispatch with Concord as back up to Lakes Region. There is one Town 'emergency management' frequency that is utilized during EOC activation.

### B. PLANNING ASSUMPTIONS

Reliable communication capabilities are necessary at all levels of government for day-to-day communication, warning of impending disasters, disaster response and recovery operations, and coordination between the local and State government and response agencies.

## III. CONCEPT OF OPERATIONS

### A. GENERAL

ESF-Communications and Alerting manages and coordinates communications and alerting activities during existing or potential emergency conditions, using established communication organizations, processes, and procedures. Primary responsibility for the assessment and determination of communication requirements will rest with the Emergency Management Director along with the support agencies.



**B. NOTIFICATION & ACTIVATION**

Franklin Police Department is responsible for notification of emergency responders.

**C. ORGANIZATION**

The Police and Fire Departments utilize Franklin Police Department for dispatching. The City also has one local frequency that can be utilized for EOC operations.

**IV. PHASED ACTIVITIES**

**A. PREVENTION/PREPAREDNESS ACTIVITIES**

1. The Franklin Police Department will be responsible for maintaining Code Red and the NH 911 ENS information for the City of Franklin.

**B. RESPONSE ACTIVITIES**

1. Fire, EMS and Police will utilize their dispatching organizations for emergency response communications.
2. The EMD will prepare and activate NH 911 ENS public information messages.
3. Gathering and generating information that will be needed for periodic briefings, situation reports or the development of incident action plans.

**C. RECOVERY ACTIVITIES**

1. Assigning and scheduling sufficient personnel to assist the EOC during the recovery period.

**V. ROLES & RESPONSIBILITIES**

**A. ACTIVITIES ASSOCIATED WITH FUNCTION:**

ESF #2 Lead and support activities will include:

1. All ESF #2 lead and support agencies will provide available, trained personnel to serve as ESF #2 representatives in the EOC, as capable.
2. Providing real-time assessment of communication capabilities and infrastructure including damages, outages, repairs, etc.
3. Ensuring accessible communication methods for Functional Needs populations.
4. Dispatching agencies will maintain notification procedures and lists for Fire, Police, EMS and other City Departments.
5. EMD will activate the E911 Emergency Notification System (ENS) as appropriate.

**VI. REFERENCES**

**A. MUTUAL AID AGREEMENTS**

Agreements with Merrimack County dispatch and Lakes Region Fire Mutual Aid

**Emergency Support Function #3:**  
**PUBLIC WORKS AND ENGINEERING**

**Lead Agency:**

- Municipal Services Department

**Support Agencies:**

- Police Department
- Fire Department
- Building Inspector
- Emergency Management Director
- Planning Director
- Finance Director

## **I. INTRODUCTION**

### **A. PURPOSE**

The purpose of Emergency Support Function #3 – Public Works & Engineering (ESF #3) is to utilize the resources (i.e., human, technical, equipment, facility, materials, supplies) of local and state agencies and contractors to provide technical advice, evaluation, engineering services, contracting for emergency repair of dams, water, emergency power, public land, and debris management in order to meet goals related to lifesaving and life-sustaining actions, damage mitigation, and recovery activities during an emergency/ disaster situation.

### **B. SCOPE**

ESF #3 resources will be provided through requests directly to the local Emergency Operations Center. Resources may be obtained from local and state agencies, contractors, vendors, suppliers, and public and private associations or groups. Resources obtained by ESF #3 will be used to assist with:

1. Identifying obstructions and damage to critical infrastructure and facilities (i.e., roads, bridges, water, electrical, dams, hazardous materials and hazardous waste sites);
2. Repairing and restoring damaged critical infrastructure, facilities and public systems;
3. Facilitating demolition or stabilization of damaged public and private structures to support search and rescue and/or protect the public's health and safety; and
4. Developing and initiating emergency collection, sorting, disposal routes, and disposal sites for debris clearance from public and private property.

## **II. SITUATION AND PLANNING ASSUMPTIONS**

### **A. SITUATION**

The Municipal Services Department is responsible for the management of public works and engineering needs within City boundaries, excluding state and federal government facilities that are not within their authority. The Municipal Services Department is responsible for

many of the day-to-day services residents depend on including streets and roads, water and sewer and City facilities and grounds. NH DOT maintains a district shed on 38 Salisbury Road in Franklin. The Private sector entities incorporate their own emergency operations planning and facilities for damage restoration activities.

**B. PLANNING ASSUMPTIONS**

1. Most localized systems and activities will be hampered by damaged infrastructure and disrupted distribution and communications systems. There may be a shortage of fuel.
2. There may be a need for a significant number of personnel with engineering and construction skills and equipment.

**III. CONCEPT OF OPERATIONS**

**A. GENERAL**

This ESF will provide support to the local emergency response efforts following a disaster. Coordination will be maintained between local, state and federal officials as appropriate, in order to maximize efforts. This ESF will work closely with ESF #5, Emergency Management, in order to provide damage assessment information.

**B. NOTIFICATION AND REPORTING**

**1. Notification**

- a. Upon determination of an impending or actual incident requiring transportation capabilities, the EMD will request agency representatives to implement ESF activities from the EOC.
- b. WebEOC will be utilized to notify the State EOC and provide continuous situational awareness.

**2. Event Reporting**

- a. Lead and support agencies shall compile damage assessments and report to EMD.

**IV. PHASED ACTIVITIES**

**A. PREVENTION/PREPAREDNESS ACTIVITIES**

1. Establishing operational needs for restoration of public works services during an emergency.
2. Consulting with developed plans (or begin development of plans), for the distribution/assignment of specialized equipment and personnel.

**B. RESPONSE ACTIVITIES**

1. Coordinating debris removal, reduction, and disposal operation.
2. Providing for temporary construction of emergency routes necessary for passage of emergency response personnel, construction of firebreaks, etc. as requested.

**C. RECOVERY ACTIVITIES:**

1. Collect data for reimbursement, such as personnel hours, equipment and material used.



2. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.

## V. ROLES & RESPONSIBILITIES

### A. ACTIVITIES ASSOCIATED WITH FUNCTION:

1. Local damage assessment team to conduct damage and safety assessment.
2. Coordinate restoration of public infrastructure and utilities.
3. Municipal Services will coordinate transportation activities with the EMD.
4. Provide equipment and personnel to implement public works function.
5. Provide emergency debris clearance to allow access for emergency personnel and equipment.
6. Collect status information and share with the Emergency Management Director such as:
  - a. Status of debris removal
  - b. Status of critical facilities
  - c. Status of emergency access routes
  - d. Unmet needs
  - e. Status of public utility restoration

## VI. REFERENCES

- ### A. MUTUAL AID AGREEMENTS
- NH DPW Mutual Aid

**Emergency Support Function #4:**

**FIRE FIGHTING**

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**Lead Agency:**

- Fire Department

**Support Agencies:**

- Police Department
- Municipal Services Department
- Building Inspector
- Health Officer
- Emergency Management Director
- Welfare Director

**I. INTRODUCTION**

**A. PURPOSE**

To provide a coordinated response of local resources for the mitigation of wildland fires, urban/rural fires, structural fires, and incidents of a magnitude that require the expertise of the firefighting community resulting from a natural, man-made or technological disaster.

**II. SITUATION AND PLANNING ASSUMPTIONS**

**A. SITUATION**

The Fire Department is a combination department of approximately 14 full time firefighters and 10 on-call members, headed by a full time Chief and 1 ft administrative assistant and is as well equipped to perform its assigned functions as any community of comparable size. It is a member of the Lakes Region Fire Mutual Aid. The Fire Station has emergency power.

Normal services provided by the fire department are the following:

- Fire suppression.
- Fire prevention including inspection, education, investigation.
- Rescue services.
- Vehicle extrication.
- Hazardous materials mitigation.
- Emergency medical services including transportation.

The Fire Department maintains Standard Operating Procedures (SOPS) and SOGs for fire suppression and regularly trains its personnel in those procedures and coordination with other emergency services is standard procedure.

**III. CONCEPT OF OPERATIONS**

**A. GENERAL**

1. The Franklin Fire Department is the primary agency responsible for local operations to mitigate the effects of urban and wildland incidents in the City.
2. Unified Command will be utilized when possible to manage ESF #4 assets.



**B. NOTIFICATION**

Upon notification of the Fire Department of an emergency requiring implementation of this EOP, the senior fire officer will request the EMD to activate and coordinate ESF activities from the EOC.

**IV. PHASED ACTIVITIES****A. PREVENTION/PREPAREDNESS ACTIVITIES**

1. Maintain personnel and equipment in a state of readiness.
2. Monitor weather conditions that contribute to increased fire danger.
3. Develop procedures to protect public from fires, including evacuation strategies.
4. Develop preplans and fire prevention activities.

**B. RESPONSE ACTIVITIES**

1. Assign and schedule sufficient personnel during activation of this ESF.
2. Assess the situation and report to EOC, to include:
  - a. Impact and type of exposure to the affected population, including probable direction and time of travel of the fire (if wildland or rural);
  - b. Potential impact on human health, welfare, cultural resources, safety and the environment;
  - c. Types, availability, and location of response resources, technical support, and firefighting and cleanup services needed; and,
  - d. Priorities for protecting human health, safety, welfare and environment.
3. Supporting fire investigation and inspections.
4. Assist in evacuation of individuals and animals in impacted areas.
5. Providing support for any Protective Action Requirements (PAR) the incident requires.
6. Providing monitoring of any contaminated areas and consult with appropriate support agencies to provide access and egress control to contaminated areas.

**C. RECOVERY ACTIVITIES:**

1. Collect data for reimbursement, such as personnel hours, equipment and material.
2. Identify and track any lost or damaged equipment and record injuries or accidents.

**V. ROLES & RESPONSIBILITIES****A. ACTIVITIES ASSOCIATED WITH FUNCTION**

1. Contain wildland and urban fires.
2. Disburse personnel and equipment.
3. Implement existing operating procedures and mutual aid agreements.
4. Require evacuations per RSA 154:7 II(b).
5. Disseminate emergency warning to the general public.
6. Coordinate emergency transportation routes.
7. Monitor water supply for fire suppression.
8. Inspection of buildings.
9. Provide EMS and transporting.

**VI. REFERENCES****A. MUTUAL AID AGREEMENTS**

Lakes Region Fire Mutual Aid

## Emergency Support Function #5: EMERGENCY MANAGEMENT

### Lead Agency:

- Emergency Management Director

### Support Agencies:

- Fire Department
- Police Department
- Municipal Services Department
- City Manager
- Finance Director

## I. INTRODUCTION

### A. PURPOSE

The purpose of this ESF is to compile, analyze, and coordinate the collection of data relevant to injury, death and damage assessment in disaster areas.

### B. SCOPE

The scope is the overall coordination and collection of data activities at the local EOC in order to formulate response and recovery actions. However, decision and assignment of resources are not executed in this ESF. The primary role of this ESF is to serve as a clearinghouse of information for all interested parties. It is also responsible for establishing and maintaining the message center and coordinating initial needs and damage assessment activities.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

Franklin City officials are responsible for developing, coordinating, and implementing emergency response plans, including the activation of local mutual aid compacts. They are also responsible for the management of resource needs, excluding the instances when the State and/or Federal governments may exercise their respective authorities over issues related to State and/or Federal assets. The impact of an emergency may exceed the capabilities of local jurisdictions and the State, thus requiring assistance from the Emergency Management Assistance Compact (EMAC), International Emergency Assistance Compact (IEMAC), and the federal government to supplement efforts.

### B. PLANNING ASSUMPTIONS

1. A significant disaster could severely damage the local area infrastructure.
2. A significant disaster could quickly overwhelm the ability and capabilities of the City to respond effectively, requiring state or federal support.
3. The local EOC is organized in accordance with the National Incident Management System (NIMS).

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

Typically, the activities of ESF- Emergency Management will commence once the local EOC is activated due to an emergency situation. In response to an incident, the following may occur:

1. Emergency responders at all levels of government will initially assess the situation to identify the response actions needed. The assessment will provide:
  - a. Gross assessment of disaster impacts including the identification of the boundaries of the damage areas, type and severity of the damages, including status of vital facilities.
  - b. Provide general assessment of the status of government operations.
  - c. Select or validate, as necessary, the operational status of critical facilities such as staging areas, mobilization centers, etc.
2. The assessment of the incident, if warranted, will be communicated to the EMD and/or EOC where it will be directed to the appropriate operational element needing the information.
3. The various support agencies will gather, disseminate, and transmit data to the EMD/EOC. ESF-Emergency Management will collect, summarize, analyze, display, and disseminate critical elements to the operational support of the local EOC. Such elements include but are not limited to:
  - a. Boundaries of the disaster area
  - b. Social/economic/political impacts
  - c. Jurisdictional boundaries
  - d. Status of transportation system
  - e. Status of communications system
4. ESF-Emergency Management will develop situation reports using statistical, narrative, and graphic information from response and recovery operations, which provide an overall description of the situation.

#### B. NOTIFICATION AND REPORTING

In response to an event that would cause the activation of the local EOC, the EMD would normally initiate notification procedures.

#### C. ORGANIZATION

The EMD or Deputy EMD is the primary person assigned to the Command and Control Section of the EOC and coordinates City wide emergency response. The EOC is organized under Functional format. The EMD will notify the appropriate City Departments and request designated personnel to report the EOC. Annex B contains EOC guidelines that further define the function of the EOC.

### IV. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Maintaining, reviewing and updating on a periodic basis, the staff's contact information for all agencies involved in emergency response and EOC activities.
2. Reviewing the After-Action Reports (AAR) and comments from previous incidents to develop and implement remedial strategies, as necessary.



3. Planning the location and use of any potential mobilization sites, staging areas and distribution points.
4. Maintain situational awareness and evaluate staffing needs as appropriate.

**B. RESPONSE ACTIVITIES**

1. Activating the appropriate ESFs and agencies that may be required for incident response.
2. Maintaining operational status of the EOC.
3. Assigning personnel to staff the EOC.
4. Establish a briefing schedule (i.e. every 12 hours) and media briefing schedule.
5. Coordinating and documenting initial damage assessment including key resources and critical infrastructure, businesses and individual homes.
6. Working with ESF #15 for public notification activities including activation of the Emergency Notification System (ENS), as appropriate.

**C. RECOVERY ACTIVITIES:**

1. Coordinating local recovery strategies and activities.
2. Collect data for reimbursement, such as personnel hours, equipment and material used.
3. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.
4. Maintain Situation Awareness and evaluate staffing needs as appropriate.

## V. ROLES & RESPONSIBILITIES

**A. ACTIVITIES ASSOCIATED WITH FUNCTION**

1. Provide overall coordination of information and planning activities at the EOC.
2. Utilize EOC and ICS forms and checklists.
3. Conduct EOC briefings according to a predetermined schedule.
4. Provide support for all administration, management, prevention, planning, training, preparedness, recovery and mitigation/redevelopment activities associated with the local response.
5. Develop operating procedures, situational awareness reports, Incident Action Plans and Operating Goals to implement Preparedness/Response/Recovery/Mitigation functions.
6. Maintain and update WebEOC as needed.

## VI. REFERENCES

**A. PLANS**

Annex B - EOC Operating Guidelines and Checklist



**Emergency Support Function #6:**  
**MASS CARE, HOUSING, AND HUMAN SERVICES**

**Lead Agency:**

- Emergency Management Director

**Support Agencies:**

- Fire Department
- Police Department
- Health Officer
- Finance Director
- Welfare Director
- Recreation Department
- Building Inspector
- School District
- WPHN / CERT

## I. INTRODUCTION

### A. PURPOSE

The purpose of Emergency Support Function #6 – Mass Care, Housing, and Human Services (ESF #6) is to provide coordinate Mass Care (human and household pet sheltering, feeding, and essential personal needs) during disasters or emergencies. Coordination of local, regional and State resources to meet the basic human needs of mass care, emergency assistance, and human services to populations impacted before, during, and after an emergency situation. ESF #6 includes the provision of sheltering household pets. Mass Care services are provided on a short-term basis and when a more long-term approach is required, activities will move into the Long-Term Community Recovery plan.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

1. Locally, Franklin Middle School, High School and Bessie Rowell Community Center may be utilized as a local emergency shelter. None of these facilities have emergency back-up power, however the City of Franklin is currently developing a plan to obtain a generator for the Bessie Rowell Community Center. Depending upon the incident, citizens may be directed to a regional shelter at the Winnisquam Regional High School.
2. Cooling and Warming centers can be made available at Middle School, High School, Bessie Rowell Community Center and the City Hall Council Chambers.
3. Disasters or emergencies requiring activation of ESF #6 are affected by a number of factors to include evacuation displacing large numbers of individuals, families, and household pets, as well as functional needs population groups (e.g. disabled, elderly, and children) who have lost their immediate support. This can include tourists,

students, and foreign visitors separated from loved ones by a sudden-impact disaster or emergency necessitating the need to be evacuated from affected areas.

**B. PLANNING ASSUMPTIONS**

1. The number in need of shelter and mass care services is scalable depending upon the emergency.
2. Emergency situations may require the provision of short-term warming shelters, mobile feeding, etc.
3. Through public education, animal owners will know how to prepare themselves and their household pets for an emergency/disaster situation.
4. DHHS will coordinate with Volunteer NH to access support of other NGOs.

**III. CONCEPT OF OPERATIONS**

**A. GENERAL**

1. The City of Franklin will direct residents and transients to a local or regional emergency shelter, as necessary.
2. The City will provide for short term warming/cooling center at the Middle, Bessie (AC all rooms except the gym have AC) and City hall council chambers has AC.
3. People with pets will be accommodated on or off-site.

**B. NOTIFICATION AND ACTIVATION**

1. Activation of this ESF #6 will be made by the Emergency Management Director.
2. The EMD will notify the State EOC of shelter needs through WebEOC.

**C. ORGANIZATION**

**1. Operational Facilities/Sites**

- a. **Reception and Sheltering Areas** – In coordination with other ESFs, identify and maintain routing information to/from reception areas, and shelters. Identify routing for special equipment, or other special needs that may occur prior to, during or after an incident.

**IV. PHASED ACTIVITIES**

**A. PREVENTION/PREPAREDNESS ACTIVITIES**

1. Plan and prepare notification systems to support this ESF #6.
2. Coordinate with public and private part on preparedness activities.

**B. RESPONSE ACTIVITIES**

1. Coordinate with the State EOC and local and regional shelters.
2. Coordinate with ESF 1 to provide transportation to regional shelters, as necessary.
3. Track the status of committed, and uncommitted resources at the local EOC.

**C. RECOVERY ACTIVITIES:**

1. Coordinate with State and Federal agencies for assistance related to housing, loans and grants for individuals, etc.
2. Collect data for reimbursement, such as personnel hours, equipment and material used.
3. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.

## V. ROLES & RESPONSIBILITIES

### A. ACTIVITIES ASSOCIATED WITH FUNCTION:

ESF #6 Lead and Support Agencies activities include:

1. Coordinating mass shelter and feeding for impacted populations.
2. Providing resource support for the ESF #6 mission to include, but not limited to: housing and human service activities associated with quarantine and isolation procedures, as required.
3. Assisting in identifying and assessing the requirements for food, feeding, and critical emergency needs of the impacted population.
4. Providing mass feeding.
5. Assistance for clothing and basic essential items.
6. Coordinate the replacement of prescriptions lost in the disaster.
7. Coordinate pet sheltering.
8. Assisting in providing information about federal and other resources available for additional assistance to the impacted population.

## VI. REFERENCES

NONE



## Emergency Support Function #7:

### RESOURCE SUPPORT

#### Lead Agency:

- Emergency Management Director
- City Manager

#### Support Agencies:

- Fire Department
- Police Department
- Municipal Services Department
- Finance Director

## I. INTRODUCTION

### A. PURPOSE

The purpose of Emergency Support Function #7 – Resource Support (ESF #7) is to provide logistical and resource support to local officials involved in local emergency response and recovery efforts that impacts the City. ESF #7 is responsible for providing direct and active support to emergency response and recovery efforts during the initial response phase following a disaster.

### B. SCOPE

ESF #7 provides or coordinates provision of services, equipment, and supplies to support the effective and expedient operations associated with a disaster or an emergency; and for the approval and acquisition of equipment and supplies not available through normal purchasing channels and ordering time frames.

When activated, resources will be provided through requests made directly to ESF #7 at the local EOC. As a primary course of action, ESF #7 will obtain resources through coordination with other ESFs, agency/state contractors, vendors, and suppliers. Resources may also be obtained from agency-related local, State, regional, national, public and private associations or groups.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

The City of Franklin will require such resources as are necessary to maintain essential industries and services, to support key personnel working within these facilities and to provide the citizens, both affected and unaffected by the emergency, with essential survival resources such as food, water, housing, medical care, fire and police protection, etc.

### B. PLANNING ASSUMPTIONS

1. The City of Franklin will expend resources at the local and regional (mutual aid) level prior to making a request to the State.
2. The EMD will maintain inventories and have a working knowledge of the resources readily available within their jurisdictions.



3. Documenting the time equipment was transferred, rented, leased or otherwise used, will be done by both the donating and receiving agency.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

1. All equipment requests and inventories will be made by utilizing NIMS Resource Typing to the greatest extent possible.
2. Mutual aid agreements will be activated and utilized prior to requesting ESF #7 activities from the State.

#### B. NOTIFICATION AND ACTIVATION

1. In response to an event that would cause for the activation of the local EOC and resource support, the EMD would initiate notification.

### IV. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Maintaining personnel, listings and resource contacts in a state of readiness appropriate to existing and anticipated emergency conditions.

#### B. RESPONSE ACTIVITIES

1. Assessing impact and initial reports to identify potential resource needs.
2. Planning for and establishing relief resources to replace or rotate with committed resources for extended operations.
3. Establishing and maintaining a tracking and accounting system for all acquired resources, including management reports.

#### C. RECOVERY ACTIVITIES:

1. Collect data for reimbursement, such as personnel hours, equipment and material used.
2. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.

### V. ROLES & RESPONSIBILITIES

#### A. ACTIVITIES ASSOCIATED WITH FUNCTION

ESF #7 Lead and Support Agencies activities include:

1. Coordinating requests for additional personnel, equipment and services.
2. Reporting Department resource shortfalls to the EOC.
3. Acquiring private resources as needed and authorizing the expenditures necessary for acquisition.
4. Implement mutual aid resources.

### VI. REFERENCES

#### A. LISTINGS

Appendix C Resource List

#### B. MOUs/LOAs

Lakes Region Fire Mutual Aid

Police Department Mutual Aid

NH DPW Mutual Aid

**Emergency Support Function #8:**

**HEALTH AND MEDICAL**

**Lead Agencies:**

- Fire Department
- Health Officer

**Support Agencies:**

- Emergency Management Director
- Police Department
- Welfare Director
- Franklin School District
- Finance Director

**I. INTRODUCTION**

**A. PURPOSE**

The purpose of ESF-Health and Medical Services is to ensure the provision of comprehensive health, medical and/or human services to disaster victims, their families and response personnel and to coordinate the supplementation and support to disrupted or overburdened local health and medical personnel and facilities.

**B. SCOPE**

ESF #8's responsibilities include, but are not limited to: ensuring and coordinating state medical resources to supplement and support disrupted or overburdened local medical service personnel and facilities; to ensure continued provision of safe food and water supplies; to perform deceased identification and mortuary services operations (fatality management); to provide on-going behavioral health needs to victims, clients, and response workers; and relieving personal suffering and trauma, with a recognition of functional needs populations and the unique services they may require.

Activities associated with ESF #8 include (but are not limited to) the following:

1. HEALTH AND MEDICAL CARE refers to emergency medical services (including field operations and first responders), resident medical and dental care, doctors, nurses, technicians, pharmaceuticals, supplies, equipment, hospitals, clinics, planning, and operation of facilities and services.
2. PUBLIC HEALTH AND SANITATION refers to the services, equipment, and staffing essential to protect the public from communicable diseases and contamination of food and water supplies; development and monitoring of health information; inspection and control of sanitation measures; inspection of individual water supplies; disease vector and epidemic control; immunization; and laboratory testing.
3. BEHAVIORAL HEALTH, to include crisis counseling and psychological first aid, refers to the professional personnel, services, and facilities to relieve mental health and/or substance abuse problems caused or aggravated by a disaster or its aftermath.
4. DECEASED IDENTIFICATION AND MORTUARY SERVICES refers to the identification, registration, certification, and disposition of human remains.



5. Chemical, Biological, Radiological, and Nuclear (CBRN) MONITORING/ACCIDENT ASSESSMENT/PROTECTIVE ACTIONS refers to the monitoring of chemical, biological, radiation and nuclear contamination, assessing the impact upon the population, food, water, and based on findings, making recommendations for protective actions to ensure the public's safety.
6. MASS CASUALTY INCIDENT refers to any incident in which emergency medical service resources, such as personnel and equipment are overwhelmed by the number and severity of casualties.
7. MASS FATALITY refers to an incident where the number of deaths overwhelms the capabilities of the Chief Medical Examiner's Office and local mortuary providers.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

In most emergency or disaster situations, there may be a sudden and prolonged need of the public for health and medical care. Demand for skilled health professionals is often high in the aftermath of a disaster or emergency, stressing the entire healthcare system from patient transport to hospital-based medical care, and from pharmaceutical services to laboratory testing. Some incidents may also necessitate the need for fatality management. Additionally, disasters impact populations of all types and with different functional needs. This necessitates a careful approach to ensuring access to health, emotional, and medical care for the "at risk" populations.

### B. PLANNING ASSUMPTIONS

1. All emergencies/disasters have a public health related component, and problems related to health and medical can take multiple forms within an incident or be singular in nature.
2. The Chief Medical Examiner (OCME) is the State's Lead agency in a mass fatality incident.
3. The OCME must be contacted prior to the removal of any human remains from an incident scene.
4. During a mass fatality incident the OCME may have insufficient personnel, equipment and storage capacity to handle significant numbers of deceased individuals.
5. Depending upon the type and magnitude of the disaster, the safety of the food and water supply may be jeopardized. Likewise, the lack of sanitation services may pose a threat to the public from a communicable disease perspective.
6. CBRN incidents may require specialized response.
7. In radiological and other CBRN events, the extent of contamination must be defined and monitored, and assessments must be made on the impact to the public, food, water, and agriculture. Furthermore, protective actions (e.g. sheltering in place, evacuation) and decontamination strategies must be identified to ensure the public's safety and well-being.
8. The population of persons with Functional Needs include, but is not limited to, those who are not self-sufficient or do not have or have lost adequate support from caregivers, family, or friends and need assistance with, but not limited to:
  - a. Activities of daily living such as bathing, feeding, going to the toilet, dressing and grooming;

- b. Managing unstable, chronic, terminal, or contagious health conditions that require special observation and ongoing treatment;
- c. Managing medications, intravenous (IV) therapy, tube feeding, and/or regular vital signs;
- d. Medical readings;
- e. Dialysis, oxygen, and suction administration;
- f. Managing wounds, catheters, or ostomies; and,
- g. Operating power-dependent equipment to sustain life.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

The City of Franklin has a responsibility to provide health and medical treatment for casualties caused by a disaster situation and to provide procedures for the handling of fatalities. The City of Franklin is a member of the Winnepesaukee Public Health Network (PHN) which is a collaborative of municipal and health and human service agencies in the region. Through the PHN, these municipalities developed a regional plan to address public health emergencies, the Winnepesaukee Public Health Emergency Response Annex. This Plan is on file with the Franklin Emergency Management Director. A public health emergency can be caused by natural disasters, biological terrorism, chemical terrorism/accidents, radiological terrorism/accidents, or naturally occurring communicable disease outbreaks. During these events, the Multi-Agency Coordinating Entity (MACE) will ensure each agency within the region provides resource and status information and will coordinate the efforts of the local EOCs within the region. The local EOCs will be responsible for supporting the MACE in coordination, communications, resource dispatching and tracking, information collection, analysis and dissemination. In a public health emergency, the local EOC and the MACE will maintain communication links and the MACE will maintain communications with the State EOC. The primary MACE location is the Laconia Fire Department, secondary MACE is Franklin Fire Department. The MACE Activation number is Lakes Region Dispatch at 603-524-2386.

#### B. NOTIFICATION AND ACTIVATION

1. This ESF is activated by the Emergency Management Director and/or the Fire Department. The EMD will notify appropriate departments and agencies.
2. As identified the MACE Annex of the Winnepesaukee Public Health Emergency Response Annex, activation of the MACE is triggered when:
  - a. The WPHR MACE will be activated when the NH Governor or the NH DHHS Commissioner declares a "Public Health Emergency" and/or Incident.
  - b. Request from New Hampshire Department of Health and Human Services (DHHS)
  - c. Request from New Hampshire Homeland Security and Emergency Management (HSEM)
3. The MACE is activated by calling Lakes Region Dispatch at 603-524-2386.

#### C. ORGANIZATION

The PHN serves as the Multi-Agency Coordination Entity (MACE) and coordinates local and regional resources during large-scale public health emergencies within the Region.



## IV. PHASED ACTIVITIES

### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Participate in preparedness activities with PHN.

### B. RESPONSE ACTIVITIES

1. Staff the Emergency Operations Center as appropriate to the needs of the emergency.
2. Enlist the support of local health officer, public health network, human service agencies and where appropriate state and federal agencies.
3. Where mutual aid or compacts exist, notify counterparts in neighboring towns and initiate any request for assistance that may be necessary.
4. Initiate the States Disaster Behavioral Health Response Team if appropriate.
5. If there is a public health emergency, the Franklin EOC will communicate with and submit resources requests to the regional Multi Agency Coordination Entity.

### C. RECOVERY ACTIVITIES:

1. Collect data for reimbursement, such as personnel hours, equipment and material used.
2. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.

## V. ROLES & RESPONSIBILITIES

1. Coordinate public health emergencies with the MACE.
2. Provide emergency medical treatment functions.
3. Coordinate emergency public health and medical functions.
4. Assess the medical capabilities on hand.
5. Establish medical procedures for evacuees at the shelter(s).
6. Provide situational reports containing the number, type and severity of casualties to the EMD.
7. Perform all administrative and operational functions of the EMS Service.
8. Coordinate medical assistance with area Hospitals, if necessary.
9. Coordinate special population support.
10. Make requests for medical assistance, equipment, supplies and health manpower, as appropriate through the MACE.
11. Liaison with the state Health & Human Services department.

## VI. REFERENCES

### A. PLANS

Winnepesaukee Public Health Emergency Response Annex is on file with the EMD and accessible through the [WPHN Website](#).

**Emergency Support Function #9:****SEARCH AND RESCUE****Lead Agencies:**

- Fire Department
- Police Department

**Support Agencies:**

- Municipal Services Department
- Building Inspector
- Emergency Management Director
- Finance Director

**I. INTRODUCTION****A. PURPOSE**

The purpose of Emergency Support Function #9 – Search and Rescue (ESF #9) is to provide assistance in the coordination and effective utilization of all available resources in the conduct of Search and Rescue (SAR), to include swift water and flood operations during an emergency/disaster situation.

**B. SCOPE**

Search and Rescue consists of two components:

- Rural and/or Wildland Search and Rescue activities include, but are not limited to emergency incidents involving missing persons, the recovery of victims, locating boats lost in or around inland and coastal waters, water rescue, swift water, flood recovery, locating individuals lost in forest or wildlands, locating downed aircraft, extrication, if necessary, and providing first-aid treatment to victims.
- Urban/Structure Search and Rescue is the process of locating, extricating, recovery, and providing initial medical treatment to victims trapped in collapsed structures or rescuing or removing persons threatened or stranded in harm's way by an emergency or hazardous event when they cannot remove themselves. Additionally, this may include swift water and flood recovery.

**II. SITUATION AND PLANNING ASSUMPTIONS****A. SITUATION**

Search and Rescue (SAR) accounts for lost or trapped humans and household pets. The wide range of and easy access to outdoor recreational activities in the State and the large number of people who participate in those activities results in a significant number of people becoming lost and/or injured or killed every year. In addition, use of civil aircraft within the State continues to increase. The wildland – urban interface situation, which has greatly affected the fire services, has also impacted SAR. People become lost in wildland and suburban areas only a few minutes travel from their home. Additionally, weather related incidents often result in SAR as individuals are stranded, stuck or displaced by the effects of ice, snow, and other types of scenarios.

In addition, most structures in New Hampshire are not built to withstand the effects of major disasters including large, urban fires, seismic activities, building collapses due to heavy snowfall and flooding. Collapsing structures endanger individuals who are unable to escape, trapping them within the confines of the debris.

SAR operations are primarily initiated by local jurisdictions in accordance with local plans. NH Fish and Game has authority to "conduct search and rescue operations in woodlands and inland waters and to provide security at the sites thereof, and to enforce recovery of expenses under RSA 206:26-bb" according to NH RSA 206:26. Requests for additional resources, including special skills, expertise, or equipment are coordinated through requests to the State.

#### B. PLANNING ASSUMPTIONS

1. SAR missions will continue to increase as the population, recreational opportunities, and the wildland/urban interface continues to grow.
2. Missing persons are at risk from the elements or trapped in dangerous situations/structures and need to be located as soon as possible.
3. Some SAR activities will result as a request from and coordination with ESF #4 – Firefighting.
4. The various types and venues of search and rescue operations require the expertise, personnel and equipment of a variety of different agencies.
5. SAR missions may be required in incidents that occur quickly or develop over a period of time.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

ESF-Search and Rescue, manages and coordinates the response of local search and rescue resources in response to any incident involving search and rescue operations. These include, but are not limited to, aircraft, collapsed buildings, urban, water and woodlands incidents. NH Fish and Game has authority to "conduct search and rescue operations in woodlands and inland waters and to provide security at the sites thereof, and to enforce recovery of expenses under RSA 206:26-bb" according to NH RSA 206:26.

#### B. NOTIFICATION AND ACTIVATION

In response to an event that would cause the activation of the local EOC, the EMD request would normally initiate notification procedures.

### IV. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Maintain SAR resource contact information.
2. Purchase SAR equipment as our mission evolves.

#### B. RESPONSE ACTIVITIES

1. Coordinate search and rescue operations.
2. Request activation of specialized mutual aid teams (i.e. Swiftwater, Urban SAR, etc.).
3. Collect and maintain situational information (i.e. Number of victims, unmet needs, allocated and requested SAR resources, etc.).



C. RECOVERY ACTIVITIES:

1. Collect data for reimbursement, such as personnel hours, equipment and material used.
2. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.
3. When it is determined that the emergency conditions have stabilized or are improving, the EMD shall determine the requirements to sustain the recovery efforts. Factors to be considered, but not limited to, are:
  - Identify specific areas that would sustain recovery efforts
  - Mobilization needs for resources, personnel and equipment.
  - Determine the coordination capabilities between local, state and federal officials to initiate recovery efforts.

V. ROLES & RESPONSIBILITIES

1. Advise dispatch to notify NH Fish and Game of SAR events.
2. Coordinate and provide collapsed building rescue.
3. Provide investigative services in missing persons cases.
4. Provide direction and control at the EOC.
5. Coordinate with ESF Fire Fighting to provide personnel, equipment and technical assistance.
6. Provide medical assistance in search missions.

VI. REFERENCES

A. MOUs/LOAs

Lakes Region Fire Mutual Aid

Police Mutual Aid Agreements with surrounding communities



## Emergency Support Function #10: HAZARDOUS MATERIALS

### Lead Agency:

- Fire Department

### Support Agencies:

- Police Department
- Municipal Services Department
- Health Officer
- Emergency Management Director
- Finance Director

## I. INTRODUCTION

### A. PURPOSE

The purpose of Emergency Support Function #10 – Hazardous Materials (ESF #10) is to provide local support in response to, and management of, an actual or potential release of hazardous materials, and oil spills from a natural, manmade, technological disaster, or a terrorist event. ESF #10 also promotes coordination between federal, state and local governments and the private sector during a hazardous material incident.

### B. SCOPE

The local scope under this function shall include actions taken through the application of equipment, and technical expertise to control and contain HazMat incidents during response and recovery. The regional scope includes the Central NH Hazmat Team in containment of HazMat incidents. The N.H. Dept. of Safety, Division of Fire Safety (DFS) / Fire Marshal is the State Lead Agency for ESF #10, but it is recognized that, the Department of Environmental Services (DES) has significant responsibilities, expertise and resources and upon concurrence with DFS may assume the responsibilities of the Lead Agency. Pursuant to its authority under RSA 146-A:4, for incidents involving oil spills that threaten surface water or groundwater, DES will serve as the Lead Agency with respect to cleanup operations.

ESF #10 also has significant responsibility in incidents involving radiological materials. Certain strategies, activities and responsibilities for these types of events are outlined in the local Radiological Emergency Response Plan (RERP).

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

The City of Franklin is host to major State and Federal roadways which pose a major threat because of the volume and variety of hazardous materials being transported over them.

For purposes of this appendix, the following definitions apply:

- “Hazardous Materials” is a general term intended to mean hazardous substances, pollutants, and contaminants as defined in the NCP. Hazardous materials include chemical, biological, radiological, nuclear or explosive substances, whether accidentally or intentionally released

- "Oil" means petroleum products and their by-products of any kind, and in any form including, but not limited to, petroleum, fuel, sludge, crude, oil refuse or oil mixed with wastes and all other liquid hydrocarbons regardless of specific gravity and which are used as motor fuel, lubricating oil, or any oil used for heating or processing. The term "oil" shall not include natural gas, liquefied petroleum gas or synthetic natural gas regardless of derivation or source; (RSA 146-A:2).

#### B. PLANNING ASSUMPTIONS

1. Local government has the responsibility for the protection and well-being of its residents and visitors. However, owners and operators are responsible for response, containment and cleanup. Consequently, local governments, through the designated response agencies, will respond to hazardous material incidents of all types and sizes; make initial assessments as to the severity/magnitude of the situation; and take appropriate first responder protection measures to prevent loss of life, minimize injuries, and property damage.
2. ESF #10 will utilize established HAZMAT organizations, processes, and procedures.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

Unified Command will be used to manage ESF #10 assets in the field due to the number and variety of government and private sector organizations that may be involved.

#### B. NOTIFICATION AND ACTIVATION

The Fire Department will initiate activation of this ESF.

1. Upon notification of an incident, the Franklin Fire Department will be requested to activate and coordinate ESF Hazardous Materials.
2. The Fire Department will implement existing operating guidelines, mutual aid agreements, vendor contracts, and notifications as outlined within existing protocols.
3. Deployment of personnel and resources will take place in accordance with established mobilization guidelines.

### IV. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Preparing an inventory of existing threats using Superfund Amendments and Re-Authorization Act (SARA) Title III, Tier II information.
2. Maintaining personnel and equipment in a state of readiness.
3. Assuring response personnel obtain appropriate training and equipment.
4. Based upon hazardous conditions, conducting hazardous materials incident prevention and safety education activities for the public.

#### B. RESPONSE ACTIVITIES

1. A Fire Department designee will locate at the local EOC as soon as possible after notification.
2. Assisting in evacuation of individuals and animals in impacted area
3. Providing personal protective equipment recommendations, as the incident requires.



4. Determine initial and ongoing activities through established intelligence gathering procedures.
5. Ensure that communications interoperability is established and maintained with local command and control, primary agencies, support agencies, regional HazMat teams, state and federal counterparts, and others as deemed necessary according to existing procedures.

C. RECOVERY ACTIVITIES:

1. Initiation of recovery operations will occur when feasibly possible and will follow prescribed HazMat response operation protocols.
2. Collect data for reimbursement, such as personnel hours, equipment and material used.
3. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.

## V. ROLES & RESPONSIBILITIES

1. Ensure the use of National Incident Management System (NIMS) and Incident Command System (ICS) during all HazMat incidents.
2. Coordinate with ESF-Transportation and ESF-Public Works and Engineering, during HazMat scenarios involving transportation incidents.
3. Monitor contamination of water and sewer systems.
4. Coordinate the provision of site security and access control during HazMat operations.
5. Provide and assist in the evacuation of areas impacted by HazMat incidents.
6. Ensure the health and safety of emergency responders and volunteers.
7. Disseminate recommendations for personal protective actions.
8. Collect and maintain the following ESF status information and coordinate with ESF-Emergency Management to ensure inclusion into the Situation Report (SITREP):
  - a. Status of local and regional HazMat response activities (i.e., containment, cleanup and disposal).
  - b. Status of evacuation or Shelter-in-Place orders and personal protective actions.
  - c. Staffing and resource capabilities and shortfalls.
  - d. Unmet needs (staff, equipment, etc.)
  - e. Allocation of HazMat resources.
  - f. Status of operation facilities (i.e. staging areas, fixed/mobile command posts)
  - g. Plume modeling information.
  - h. Coordinate with ESF-Health and Medical Services the health and safety of response personnel.

## VI. REFERENCES

A. MOUs/LOAs

Central NH Hazmat Team  
Lakes Region Fire Mutual Aid

## Emergency Support Function #11: AGRICULTURE, CULTURAL AND NATURAL RESOURCES

### Lead Agency:

- Emergency Management Director

### Support Agencies:

- Police Department
- Health Officer

## I. INTRODUCTION

### A. PURPOSE

The purpose of Emergency Support Function #11 – Agriculture, Natural and Cultural Resources (ESF #11) is to support State and local authorities' efforts to respond to incidents caused by all-hazards, including: providing evacuation of livestock, controlling and eradicating outbreaks of highly contagious or economically devastating animal or zoonotic diseases (i.e. transmitted between animals and people); coordinating with ESF #6 – Mass Care, Housing and Human Services and ESF #8 – Health and Medical to ensure the safety and security of the commercial food supply; protecting natural and cultural resources; and providing for the safety, of livestock during an emergency.

### B. SCOPE

ESF #11 provides the mechanism for coordination of state, local and private resources to control and to eradicate an outbreak of a highly contagious or economically devastating animal/zoonotic disease, a highly infective exotic plant disease, or an economically devastating plant pest infestation when such occurrences become a significant emergency in New Hampshire. This includes occurrences in both domestic and wild flora and fauna, and further includes the welfare of animals, mainly livestock, during a disaster or emergency situation. ESF #11 also provides for protection of natural and cultural resources prior to, during, and/or after an incident in New Hampshire.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

Agricultural, cultural and natural resource emergencies could involve crops, agricultural wastes/discharge, nurseries, pesticides, orchards, maple groves, animal feeds, animal welfare, injured/displaced animals, dead animals, zoonotic disease, public health, wild animal, natural resource and other related issues. These emergencies could also place the state's economy and access to food at risk.

### B. PLANNING ASSUMPTIONS

1. An emergency or disaster may adversely affect agricultural livestock or poultry; domestic plants or crops; and / or the wild flora or fauna of New Hampshire.
2. Lives of animals may be threatened. As well, the disruption of evacuation or the interruption/destruction of the various businesses involving animals may occur.



3. Substantial damage to domestic or wild plants/crops would have significant and long lasting negative impacts on the state's economy through disruption of food supply, trade, and tourism.
4. A natural, accidental, or intentional (agro terrorism) introduction of a disease may threaten domestic and/or wild animals or plants.
5. Any zoonotic disease, naturally occurring or intentionally introduced, may threaten public health as well as animal health.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

1. The EMD will oversee operations for this ESF and coordinate with the appropriate State agencies.
2. ESF #11 ensures that animal/veterinary issues in natural disasters are supported. These efforts are coordinated by N.H. Dept. of Agriculture, Markets, and Food (DAMF).
3. Ensuring the safety and security of the commercial food supply: Includes the execution of routine food safety inspections and other services to ensure the safety of food products that enter commerce. These efforts are coordinated by DHHS and DAMF subject to their respective statutory authorities.
4. Providing for the safety and well-being of livestock.

### IV. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Developing plans for the protection of animal and plant health and security, including the response to an outbreak of a highly contagious animal/zoonotic disease, and outbreak of a highly infective exotic plant disease or an economically devastating plant pest infestation whether accidentally or intentionally introduced.

#### B. RESPONSE ACTIVITIES

1. Assessing the situation, as requested, to include: the nature, type, amount and location of agricultural, animal or cultural or natural resources in jeopardy or affected, potential and type of exposure; probable direction and time of travel of the contaminants; and the potential impact on human health, welfare, cultural resources, safety and the environment.
2. Providing animal and livestock safety through coordination, as needed, of emergency animal control, sheltering, rescue and stabling for livestock, poultry, rescue and transportation to shelter.
3. Coordinating integration of veterinary medical assistance teams.
4. Coordinating with the appropriate local, state and federal agencies to ensure the proper disposal of wastes associated with incidents, including ESF #10- HAZMAT.
5. Providing Protective Action Requirements (PAR), as the incident requires.

6. Support monitoring to determine the extent of the contaminated area and consult with appropriate support agencies to provide access and egress control to contaminated areas.

C. RECOVERY ACTIVITIES:

1. Collect data for reimbursement, such as personnel hours, equipment and material used.
2. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.

## V. ROLES & RESPONSIBILITIES

1. Coordinate with NH Department of Agriculture, Markets and Foods.
2. Developing and maintaining a database of veterinary medical and non-veterinary medical volunteers and agencies that will provide care assistance.
3. Coordinating communication with ESF #14 concerning the storage of animal and plant-related donated goods preceding a potential disaster and preparation for hay, food, and non-medical large animal supplies.
4. Providing dairy product and producer support and sampling, as necessary and as capable. Identify roles and responsibilities.
5. Assisting in the preparation for storing of donated animal-related relief supplies including hay, food, non-medical supplies. Coordinate with NH Fish and Game for consultation, technical assistance and response to animal health issues involving wildlife and wildlife diseases (disease outbreak, bio-terrorist attack, waste, and carcass disposal, technological accident).

## VI. REFERENCES

None

**Emergency Support Function #12:****ENERGY****Lead Agency:**

- Emergency Management Director

**Support Agencies:**

- Police Department
- Fire Department
- Municipal Services Department
- Building Inspector
- Finance Director

**I. INTRODUCTION****A. PURPOSE**

The purpose of Emergency Support Function #12 – Energy (ESF #12) is to provide a coordinated response in the restoration of energy services, support emergency response and recovery efforts, and normalize community functions in a disaster area. Support includes, but is not limited to, assessing energy and non-energy utility system and supplies to restore such systems and obtaining information on deliverable fuels and infrastructure.

**B. SCOPE**

ESF #12's primary responsibility is to closely coordinate with regulated fuel (electric, natural gas) utilities and non-regulated, deliverable fuels such as fuel oil, propane gas, kerosene, and transportation fuel utilities operating in the state to ensure the integrity of energy supply systems are maintained during emergency situations; that any damages incurred are repaired; and that services are restored in an efficient and expedient manner.

The following City owned facilities and infrastructure have generators: Police Station, Fire Station, Water Treatment Facility, all pump stations, the Pleasant Street million-gallon water tank and the Municipal Services Department.

**II. SITUATION AND PLANNING ASSUMPTIONS****A. SITUATION**

Damage to an energy system may have a rippling effect on supplies, distribution, or other transmission systems. ESF #12 oversight includes the transporting, generating, transmitting, conserving, building, and maintenance of energy system components.

**B. PLANNING ASSUMPTIONS**

1. The occurrence of a major disaster could destroy or damage portions of the state's energy and non-energy systems as well as interfere with energy supplies.
2. Widespread and prolonged electric power failures have occurred in past major disasters and may lead to public and private infrastructure impacts that could severely compromise public safety and jeopardize lives.
3. The transportation, media and telecommunications infrastructure may be impacted.



4. The private sector normally takes the lead in the rapid restoration of infrastructure related services after an event. Appropriate entities of the private sector are integrated into ESF #12 planning and decision-making processes.
5. Owners and operators of private, and public utilities systems shall be responsible for the maintenance and activation of emergency response plans for appropriate allocation of resources (personnel, equipment and services) to maintain or restore utility service under their control.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

This ESF, following a disaster and once activated, will assess fuel and electrical power damage, energy supply and demand, and assist in identifying requirements for restoration.

#### B. NOTIFICATION AND ACTIVATION

Upon determination by the EMD of an impending or actual Energy incident requiring evacuation capabilities or posing a significant threat to the City of Franklin, the EMD will request agency representatives to activate from the EOC.

#### C. ORGANIZATION

This ESF will coordinate closely with local, state, federal and private utility and fuel industry officials to establish priorities to repair damaged facilities, and to coordinate the provision of temporary, alternate or interim sources of emergency fuel and power.

### IV. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Monitoring weather and hazardous conditions that may increase danger to the public.
2. Developing and maintaining a database of locations and contact information

#### B. RESPONSE ACTIVITIES

1. Assessing the situation, as requested, to include:
  - a. Impact of incident upon energy system damages and requirements for restoration;
  - b. Energy supply and demand;
  - c. Response and recovery needs of impacted systems; and
  - d. Restoration priorities and schedules established.
2. Providing safety information for the public in coordination with PIO.

#### C. RECOVERY ACTIVITIES:

1. Collect data for reimbursement, such as personnel hours, equipment and material used.
2. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.

### V. ROLES & RESPONSIBILITIES

1. Determine the energy status of affected areas.
2. Coordinate with utility companies.
3. Determine possible energy needs for response.
4. EMD to coordinate the energy needs and status for the City.
5. Prioritize resource requests and allocations.
6. Determine priority restoration for critical facilities



7. Provide for the safety of personnel.
8. Provide back-up power and communications.

## REFERENCES

None

**Emergency Support Function #13:**  
**PUBLIC SAFETY AND LAW ENFORCEMENT**

**Lead Agency:**

- Police Department

**Support Agencies:**

- Fire Department
- Municipal Services Department
- Emergency Management Director

## **I. INTRODUCTION**

### **A. PURPOSE**

The purpose of Emergency Support Function #13 – Public Safety and Law Enforcement (ESF #13) is to establish procedures for the command, control and coordination of all State law enforcement personnel and equipment to support local law enforcement agencies and state activities during emergencies.

### **B. SCOPE**

Local law enforcement officials are responsible for enforcement of laws, traffic control, investigation of crimes, and other public safety activities within their jurisdictions. State assets which may be committed are primarily those of the Department of Public Safety, Division of State Police, Office of the Fire Marshal, Marine Patrol, Department of Resources and Economic Development (DRED), Department of Fish & Game, Office and the Department of Corrections, NH State Liquor Commission with support from several other state departments/agencies. Upon request, the N.H. National Guard may also accept some security activities.

## **II. SITUATION AND PLANNING ASSUMPTIONS**

### **A. SITUATION**

The Police Department has members, consisting of approximately 26 sworn full-time and 6 part-time. The Police Chief serves full time and is the operational and administrative head of the Department. It is as well-equipped as any community of comparable size.

The Police Department has Standard Operating Procedures (SOPS) for normal operations in all areas of law enforcement and it may give mutual aid assistance to neighboring communities or receive assistance from those communities, the Merrimack County Sheriff's Department and/or New Hampshire State Police. The Police Station has emergency back-up power.

When an emergency situation is anticipated or occurs, the Police Dispatch will dispatch sworn personnel from the Franklin Police Department to the affected area to establish mutual aid liaisons and respond to the incident. Those personnel will coordinate any requests for additional law enforcement resources (local, county or State) from within the affected area).

**B. PLANNING ASSUMPTIONS**

The Franklin Police Department and support agencies will coordinate with all supporting departments/agencies, municipalities, districts, mutual aid compacts and state and federal organizations who may support ESF #13 to ensure operational readiness prior to, during or after an incident, emergency, or disaster. The emergency may require HAZMAT, Search & Rescue, investigations and other specialized responses that may rely upon assistance from ESF #13.

**III. CONCEPT OF OPERATIONS****A. GENERAL**

The Chief of Police is responsible for law enforcement activities within the City of Franklin and will retain incident command and control. Some incidents may require Unified Command with the Franklin Fire Department. When State law enforcement personnel and equipment are committed, a member of the NH State Police (NHSP) will be assigned to coordinate state activities with the local law enforcement officer in charge.

**B. NOTIFICATION AND ACTIVATION**

Upon notification of an impending emergency, the Police Chief or his designee may authorize the following functions:

- Begin call-up of off-duty police personnel
- Notify the City Manager and the Emergency Management Director of the state of readiness and request outside assistance, if necessary
- Report to the EOC when directed by the Emergency Management Director
- Disburse personnel and equipment to strategic locations or in concert with EOC decisions.

**IV. PHASED ACTIVITIES****A. PREVENTION/PREPAREDNESS ACTIVITIES**

1. Provide trained personnel.
2. Establish operational protocols and procedures for law enforcement and security services.

**B. RESPONSE ACTIVITIES**

1. Assessing the situation, as requested, to include:
  - a. Potential impact on human health, welfare, cultural resources, safety and the environment;
  - b. Types, availability, and location of response resources, technical support, and firefighting and cleanup services needed; and,
  - c. Priorities for protecting human health, safety, welfare, resources, environment.
2. Supporting requests for investigations and inspections as needed.
3. Assisting in evacuation of individuals and animals in impacted areas.
4. Providing public safety and law enforcement information for the public in coordination with PIO/JIC.
5. Assisting, as requested, to help provide temporary access/egress and security of critical facilities/key resources (as requested) and emergency routes as necessary for passage of emergency response personnel and evacuees or surge populations.
6. Assisting with security for response personnel, as requested.

C. RECOVERY ACTIVITIES:

1. Collect data for reimbursement, such as personnel hours, equipment and material used.
2. Identify and track any lost or damaged equipment and record any personnel injuries or equipment accidents.

V. ROLES & RESPONSIBILITIES

1. Provide necessary law enforcement services.
2. Provide emergency crowd and traffic control.
3. Assist in public warning and alerting procedures.
4. Activate law enforcement mutual aid.

VI. REFERENCES

A. MOUs/LOAs

The Police Department maintains mutual aid agreements with all contiguous towns, Merrimack County Sheriff's Department, NH State Police and NH Fish and Game. Regional dispatching services for Hill, Andover, Danbury, Bristol and Alexandria.



## Emergency Support Function #14: VOLUNTEERS AND DONATIONS

### Lead Agency:

- Recreation Department

### Support Agencies:

- Emergency Management Director
- Finance Director
- Welfare Director
- Franklin School District
- Winnepesaukee Public Health Network / CERT

## I. INTRODUCTION

### A. PURPOSE

The purpose of Emergency Support Function #14 – Volunteer and Donations Management (ESF #14) is to facilitate and coordinate communication and activities of volunteers and voluntary agencies responding to a declared state emergency, and to describe the processes used to ensure the most efficient and effective recruitment and use of unaffiliated volunteers, unaffiliated organizations and unsolicited donated goods, services and monies to support organizations prior to, during and after incidents/emergencies requiring a state response. The primary function of the agencies associated with ESF #14 is to coordinate the provision of donated resources to meet the needs of the impacted area during a state response.

### B. SCOPE

ESF #14 provides the coordination and delivery of volunteer efforts, organizations and donations by facilitating the expeditious delivery of donated goods, services and funding available within the network of New Hampshire Voluntary Organizations Active in Disaster (NHVOAD) agencies.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

A significant natural or man-made event beyond the capability of local jurisdictions to respond may result in an impact on local manpower and resources necessitating an organized recruitment effort, and/or an overwhelming public response that may require an organized utilization and coordination of volunteers and donations. Preplanned volunteer and donations management strategies will reduce problems associated with spontaneous, unaffiliated volunteer response, identifying sources for specialized volunteer needs and assist in the coordination of offers of unsolicited goods and services.

The City of Franklin should coordinate with voluntary agencies, community and faith-based organizations, volunteer centers, and private-sector entities through local Citizen Corps Councils and local or Community Voluntary Organizations Active in Disasters (VOADs) to participate in preparedness activities, including planning, establishing appropriate roles and responsibilities, training, and exercising. A primary responsibility is coordinating local

resources and establishing a structure responsible for receiving, recruiting, tasking, training and employing the full range of goods and services that may be donated and/or required during an emergency.

#### B. PLANNING ASSUMPTIONS

1. Once emergency conditions are known, individuals and relief organizations from inside and outside the impacted area will begin to collect materials, funds and supplies to assist the devastated area.
2. Individuals and organizations will feel compelled to go to or donate to the area with offers of assistance. Similarly, the impact of the emergency will be such that current resources are overwhelmed and services will be sought from outside sources. When these situations occur, a need for an organized response is imperative. Multiple collection and distribution/staging areas may be required.
3. Non-useful and unwanted donations should be expected. These items would include but are not limited to; unsorted or dirty clothing, used mattresses, highly perishable or outdated food products and worn out or cast-off items. To prevent an overabundance of these items, coordination through Volunteer NH is essential. In the event that these items need to be disposed of, the State of NH will assist in the provision for proper disposal.
4. Local volunteer resources will experience a deficit in some, if not all areas. This will necessitate state and possibly federal assistance.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

A coordinating group comprised of the Emergency Management Director, School representatives, voluntary organizations and State agencies will be activated to facilitate the provision of volunteers and donations based on assessed needs.

#### B. NOTIFICATION AND ACTIVATION

Upon determination by the EMD of an impending or actual incident requiring the use of volunteers or donations, the EMD will request agency representatives to report to the EOC.

### IV. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Identify processes for volunteer recruitment, donation receipt, tracking and acknowledgement.
2. Identify prospective staging areas for volunteers and donations.

#### B. RESPONSE ACTIVITIES

1. Determine volunteers and donation needs and available resources
2. Maintaining accurate records of all volunteers utilized.
3. Maintain log of volunteer and donation actions.

#### C. RECOVERY ACTIVITIES:

1. Once recovery efforts have been initiated, this ESF will assist, coordinate, and facilitate volunteer and donation needs. Those requirements would include but are not limited to personnel and donated items.

## V. ROLES & RESPONSIBILITIES

1. Conduct just-in-time training for volunteers.
2. Manage a system to log, track and assign volunteers.
3. Coordinate with the EMD to request/delegate volunteer resources.
4. Ensure the sanitation of donated items.
5. Credential volunteers, as required.

## VI. REFERENCES

None



## Emergency Support Function #15: PUBLIC INFORMATION

### Lead Agency:

- City Manager

### Support Agencies:

- Emergency Management Director
- Fire Department
- Police Department
- Municipal Services Department
- Franklin School District
- Mayor/Council
- Winnepesaukee Public Health Network / CERT

## I. INTRODUCTION

### A. PURPOSE

The purpose of Emergency Support Function #15 - Public Information (ESF #15) is to disseminate information on emergencies to the general public through the media. It is concerned with information in which local governments have requested State assistance, to coordinate, prepare and disseminate all emergency-related information through the media and other communication vehicles, including through public information lines established in support of the emergency. ESF #15 must develop and implement strategies:

1. Instilling confidence in the community that all levels of government are working in partnership to restore essential services and help individuals begin to put their lives back together;
2. Working with the media to promote a positive understanding of federal, state and local response, recovery and mitigation programs;
3. Providing all target markets with equal access to timely and accurate information about disaster response, recovery and mitigation programs;
4. Managing expectations so that disaster victims have a clear understanding of all disaster response, recovery and mitigation services available to them; and
5. Supporting local efforts to reach disaster victims with specific program information.

### B. SCOPE

ESF #15 is responsible for the development and dissemination of a variety of information, education, and instructions to the general public, government officials and the news media through direct contact, briefings, presentations, news releases and advisories, websites, social media postings, establishment of a Joint Information System and Center and oversight of public inquiry lines established in or for the support of emergency management activities.

Support includes, but is not limited to: serving as the official spokesperson (when designated) concerning emergency management activities and involvement in emergency response and recovery operations; serving as the primary point of contact for the media and public; overseeing the Joint Information System (JIS), including the Joint Information Center



(JIC); and coordinating community relations/outreach efforts as part of the City's emergency preparedness, response and recovery operations.

## II. SITUATION AND PLANNING ASSUMPTIONS

### A. SITUATION

During a disaster or emergency, the means of dispersing public information to affected populations may be severely affected by overwhelming demand and/or damage to local media or infrastructure caused by a disaster. State assistance may be required to supply critical information. In addition, information circulated by others may often be vague, erroneous, or contradictory. The public will demand information in order to evaluate their situation, make appropriate plans for response and to lessen the anxiety that may occur. The development and dissemination of appropriate information is not only important for affected populations but also those outside the impacted area seeking information on loved ones possibly involved in the incident or to determine ways in which they may help.

### B. PLANNING ASSUMPTIONS

1. The public needs timely and accurate information for protection of life and property during preparedness for, response to and recovery from a disaster or emergency situation.
2. The level of preparedness will affect the public's perception of the emergency or disaster. Tourists will feel particularly vulnerable if they are unaware of the hazards or planned responses of the area.
3. The event may require numerous responding agencies to provide instructions and information. A comprehensive and collaborative approach to information sharing is vital.
4. The State may start or engage a current public information system to augment or enhance local capabilities or when requested by a local agency. A joint information system (JIS) may be initiated by the state to report on the State's preparedness, response, recovery and/or mitigation activities.
5. Preservation of life and property may hinge upon instructions and directions given by authorized State officials.
6. Establishing and maintaining an effective rumor control mechanism will help clarify emergency information to the public.
7. Some events can bring many reporters, photographers, and camera crews into the area which will create a heavy demand upon the emergency public information organization. All emergency workers should be instructed to refer inquiries to public information staff.
8. The public will utilize various venues to gather information including internet and social media outlets.
9. Some incidents will attract interest from government officials and other VIPs. A coordinated approach to meeting the needs of the VIPs and the responding agencies can best be accomplished by scheduling visits through the Joint Information Center. Detail any planning assumptions specific to this ESF.

### III. CONCEPT OF OPERATIONS

#### A. GENERAL

1. Public Information will be coordinated through the EMD, in coordination with other Departments in the EOC. If a Joint Information Center is established, public information will be provided through that facility.
2. Agencies involved in the response should assign one lead representative to coordinate information from their agency with other PIO members.
3. Public information and messaging should be made available to all populations, including those with functional or specialized needs. Alternate strategies will need to be developed to ensure these populations receive the most current and critical information in a timely manner.

#### B. NOTIFICATION AND ACTIVATION

The target audience for emergency public information messages consists of people directly affected by the emergency. First priority should be given to providing information needed immediately for the protection of life and property, such as evacuation routes and sources of emergency assistance. But more general information regarding what is going on and what is being done to remedy the situation also needs to be provided to the public via the news media.

Methods of notifying the public include:

- Code Red /NH 911 Emergency Notification System
- City Website / Social Media
- City List Serve
- Nixle with Police Department
- School notification system for staff and family members
- Cable/TV 8
- Local Media Outlets
- Door to Door Notification

### IV. PHASED ACTIVITIES

#### A. PREVENTION/PREPAREDNESS ACTIVITIES

1. Provide Public Information Officer training and materials for PIO candidates.
2. Identify available methods of communication to all populations.
3. Explore information strategies including internet and social media.
4. Maintain a list of media contacts.
5. Prepare pre-scripted materials

#### B. RESPONSE ACTIVITIES

1. EMD activate public warning systems through the Code Red and/or the E911 Emergency Notification System (ENS) and other methods.
2. During public health emergencies, coordinate with the MACE to establish a Joint Information Center.

#### C. RECOVERY ACTIVITIES:

1. Continue to coordinate PIO activities with support and partner agencies as necessary.

## V. ROLES & RESPONSIBILITIES

1. Provide trained personnel to serve as representatives at the EOC and for the PIO role.
2. Prepare news releases, to be approved by EMD and other involved agencies.
3. Implement public information messaging for all populations utilizing available City, regional and state resources.
4. Support in the development of situation reports.
5. Coordinate with the School and other support agencies.
6. Provide subject matter experts as needed.
7. Schedule media briefings, and identify an appropriate location for media briefings.

## VI. REFERENCES

### A. LISTINGS

Media Contact in Appendix C Resource List



**ANNEX B**  
**EMERGENCY OPERATIONS CENTER (EOC)**  
**GUIDELINES AND CHECKLISTS**

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## INTRODUCTION

This Annex outlines the sequence of steps for activating the EOC, depending on the threat. Note that many steps will apply whenever you decide to activate the EOC, regardless of the nature of the threat. What will vary from situation to situation will be the number of persons involved and the functions activated.

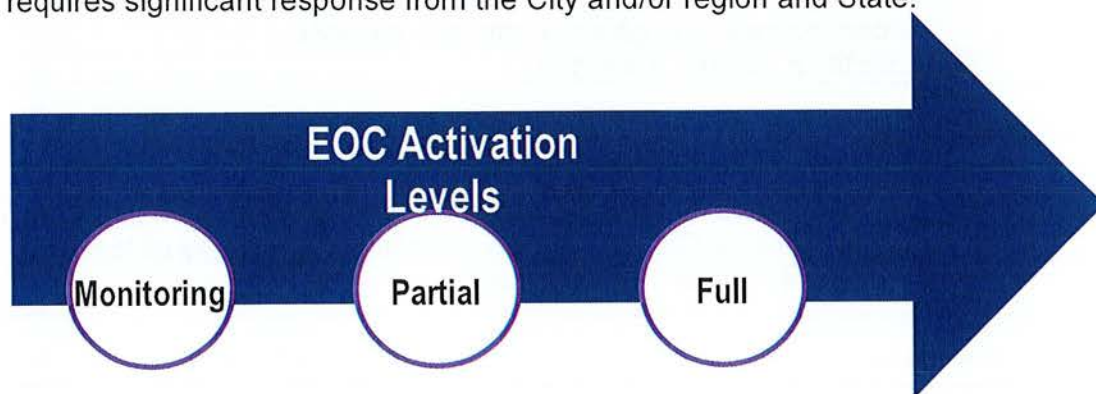
One of the first tasks in any emergency is to quickly assess the situation to determine if its size or severity warrants activating the EOC. The EOC goes into operation when the appropriate officials decide that the situation is serious enough to require a coordinated and other-than-routine response. Obviously, the EOC does not become operational for all emergencies.

## EOC OPERATIONAL LEVEL

**MONITORING:** The Local EOC not activated. Local Emergency Management Agency is at normal staffing and is monitoring situational awareness on a 24/7 basis.

**PARTIAL:** The Local EOC is partially activated. All ESFs and/or Support Agencies are notified and requested as the situation warrants. Partial activation staffing will be determined to meet the needs of the situation. Triggered by highly probable hazardous conditions and a strong potential for property damage or loss of life. This situation requires or is likely to require response from the City or has the potential to result in a significant loss of life, property damage or the disruption of critical infrastructure.

**FULL:** The Local EOC is fully activated. All ESFs and/or Support Agencies are notified and requested as the situation warrants. Full activation requires 24-hour staffing in order to meet the needs of the situation. Triggered by highly hazardous conditions and a strong potential for property damage or loss of life. This situation requires significant response from the City and/or region and State.



## EOC ACTIVATION PROCEDURES

a. **Alert EOC personnel**

See Appendix C (Resource List) for Contact Information of EOC Personnel.

Franklin Police Dispatch will notify EOC personnel of ECO activation.

b. **Activate communications equipment**

Test communications equipment:

- ☐ Local Dispatch/Communications
- ☐ Merrimack County / Lakes Region Dispatch
- ☐ Telephones
- ☐ Computer / Internet (i.e. login's, passwords, etc)
- ☐ Backup generator

c. **Enact the message flow system (recording messages)**

It is important to have an effective message system that allows for a disciplined flow of incoming and outgoing messages. This system is a method that ensures the following, at a minimum:

- ☐ Exact and detailed recording of an incoming message
- ☐ Directing this message to the EOC staff person best suited to respond
- ☐ Coordinating the decision to allocate resources
- ☐ Allocating the resources or requesting additional ones
- ☐ Recording the action(s) taken
- ☐ Notifying the sender of the message of the action taken
- ☐ Ideally, an operations officer routes the completed incoming messages to the appropriate staff person and makes sure each incoming message gets the attention it needs.
- ☐ Identify a "runner" if needed.

d. **EOC Setup**

When possible, maps should be available and already posted at the Emergency Operations Center. A hard copy and digital copy of the EOP should be available during EOC operations.

e. **Logs & status boards**

Maintain the following:

- ☐ Chronological Event Logs
- ☐ WebEOC
- ☐ Status Boards (shelter locations, # occupants, roads impassable, locations without power, etc)

f. **Prepare a shift schedule**

If the EOC is to operate for any length of time, make sure the personnel in the EOC have the needed breaks and their active time does not exceed a reasonable span of time. While it is impossible to set a schedule of breaks, it is critical that staff working under intense pressure take regular breaks to maintain their sharpness. You may have to encourage some over-zealous staff that are caught up in the excitement to take a break. Do not hesitate to do so if it looks like fatigue is setting in.

If it seems that the operation will extend beyond one day, you will need a second shift to relieve the first shift. Specify the length of the shift and the names of everyone who is to serve and on which shift.

g. **Announce the briefing schedule**

It is important to announce and post the briefing schedule as soon as the EOC activates. Briefings should occur on a regular basis such as when shifts change, when there is a sudden change in events, or before making a major decision or releasing potentially disturbing information to the public or the media. A suggested EOC briefing outline is included in this Annex.

The local news media also needs a briefing schedule so that they know when to expect a report from the EOC. A media schedule will provide them with important information and help keep the media from interfering with EOC operations.



## *EOC BRIEFING GUIDELINES*

1. Situation Assessment:
  - Present and future situation
  - Current operations (Local and State EOC)
2. Objectives:
  - Short Term
  - Operational Period
  - Execution of Objectives with timelines
3. Logistics:
  - Determine needs
4. Communications
5. Safety
6. Chain of Command
7. Briefing from each / Department Head
8. Time/Date/Location of next briefing

### **h. Provide staff necessities**

If you know the EOC will be in operation for some time, make sure you have appropriate food, beverages, housekeeping provisions, and basic medical supplies.

Depending on your situation, you should make arrangements with caterers or other community food sources used to preparing meals for large groups. While you can stockpile drinks and housekeeping and medical supplies, fresh food poses a different challenge.

### **i. EOC Security**

In order to carry out an effective response to an emergency or disaster, the EOC must function without interference from those who are not part of the emergency management team. As soon as the EOC goes into emergency status, implement a check-in procedure. Ensure everyone entering the EOC signs in an Attendance Log Sheet. The EOC should have a security person on duty. Each member of the EOC staff should have identification so that security knows whom to admit.



**CHRONOLOGICAL EVENT LOG**

Position:	
Name:	
Date:	Location:
Time	Activity

## EMERGENCY OPERATIONS PLAN ACTIVATION FORM

### Franklin, NH

**WHEREAS**, the Emergency Management Director does find that the (Blizzard, Flood, Hurricane, Storm, etc.) emergency currently affecting the City of Franklin requires the activation of the Emergency Operations Plan, and subsequently the Emergency Operations Center;

**NOW, THEREFORE**, it is hereby declared and ordered that the Emergency Operations Plan of the City of Franklin is now activated, and all personnel ordered to perform in accordance with the appropriate Emergency Support Functions.

**IT IS FURTHER DECLARED AND ORDERED** that a copy of this action be forwarded to the NH Homeland Security Emergency Management.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Time

\_\_\_\_\_  
Signature of EMD

# EOC PERSONNEL CHECKLISTS

# Emergency Management Director

## EOC Checklist

Action	Time
Consult with key departments to determine the extent of Emergency Operations Center activation (i.e. Partial or Full and what staff should report to the EOC).	
Ensure EOC is properly set up and ready for operations (see Pg. 3 of this Annex).	
Initiate Chronological Event Log (file all event records in the EOC Event Log)	
Assign a scribe to record major events and control messaging in and out of the EOC.	
Set up and maintain status board and maps in the EOC	
Assign an individual as EOC Dispatcher to monitor and operate the EOC Communications and keep record of all transmissions.	
Contact the State EOC via WebEOC or 271-2231 or 800-852-3792 to notify HSEM of the EOC activation and status of situation.	
Track expenses (i.e. personnel time, supplies, equipment, etc.)	
Notify appropriate City personnel of activation of Emergency Support Functions and to stand by for further instructions.	
Based on current status reports, establish initial strategic objectives for the event.	
Monitor general staff activities to ensure that all appropriate actions are being taken.	
In conjunction with the Public Information Officer, conduct news conferences and review media releases for final approval, following the established procedure for information releases and media briefings.	
Make arrangement to feed emergency workers if the duration of the event requires.	
Conduct periodic briefing for EOC Staff.	



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Establish a schedule for 24-hour EOC staffing.

---

Report activities and make resource requests in WebEOC.

---

Review ESF sections that are, or may be, activated.

---

Prepare for notice of escalation or reduction of operational level.

---

Upon termination of the event, provide a copy of all emergency event related documentation. Notify the State EOC of demobilization. Prepare information for the After Action Report.

---

# Fire Department

## EOC Checklist

Action	Time
Receive notification that the EOC has been activated and confirm receipt of notice to the EMD.	
Proceed to the Franklin EOC or assign the next available high ranking officer.	
Track events in the Chronological Event Log.	
Assess availability of personnel and equipment.	
Refer to specific Fire Department <i>Standard Operating Guidelines (SOGs)</i>	
Track expenses (i.e. personnel time, supplies, equipment, etc.)	
Assign personnel to the following positions (if available):	
<i>Radio:</i> Assign an individual to monitor radio.	
<i>EOC Communications:</i> Assign an individual as EOC Dispatcher to monitor and operate the EOC Communications and keep record of all transmissions.	
<i>Telephone:</i> Assign individual to answer phone. Information request from citizens should be referred to the Public Information Officer. All other communications should be directed to the EMD. (Maintain a log of phone calls and times)	
Inventory emergency response equipment and personnel. Notify the EMD of any deficiencies.	
If required to leave the Franklin EOC, appoint the next available officer to staff the EOC. Inform the EMD of this change.	
Refer to ESF sections in the EOP for responsibilities related to the Fire Department	
Stand by for notice of escalation or reduction of operational level.	
Upon termination of the event, provide a copy of all emergency event related documentation. Demobilize personnel. Prepare information for the After Action Report.	

# Police Department

## EOC Checklist

Action	Time
Receive notification that the EOC has been activated and confirm receipt of notice to the EMD.	
Assign an Officer to the EOC to monitor Police Communications.	
Establish security at the Franklin EOC, as necessary.	
Track expenses (i.e. personnel time, supplies, equipment, etc.)	
Track events in the Chronological Event Log.	
Notify additional Police Department personnel as required to report to the Franklin EOC.	
Assess availability of personnel and equipment.	
Review Traffic Control Points along with available personnel and resources. Report shortages to the EMD.	
If evacuation is recommended, dispatch available personnel to designated traffic control points.	
Inventory emergency response equipment and personnel. Notify the EMD of any deficiencies.	
If required to leave the Franklin EOC, appoint the next available person in the line of succession to staff the EOC. Notify the EMD of this change.	
Refer to ESF sections in the EOP for responsibilities related to the Police Department.	
Stand by for notice of escalation or reduction of operational level.	
Upon termination of the event, provide a copy of all emergency event related documentation. Demobilize personnel. Prepare information for the After Action Report.	

# Municipal Services Department

## EOC Checklist

Action	Time
Receive notification that the EOC has been activated and confirm receipt of notice to the EMD.	
Proceed to the Franklin EOC or assign the next available high-ranking personnel.	
Track events in the Chronological Event Log.	
Track expenses (i.e. personnel time, supplies, equipment, etc.)	
Provide current status of local evacuation routes and assess the impact of current and forecasted weather conditions, and report findings to the EMD.	
Notify additional personnel or contractors, as required to assist operations as needed.	
Provide personnel and/or equipment, as required for emergency maintenance of evacuation routes, transportation, etc.	
Provide traffic control devices as requested by the Police Department.	
Inventory emergency response equipment. Notify the EMD of any deficiencies.	
If required to leave the Franklin EOC, appoint the next available officer to staff the EOC. Inform the EMD of this change.	
Refer to ESF sections in the EOP for responsibilities related to Public Works.	
For listing of equipment and up-to-date list of participating Public Works Mutual Aid towns visit the website: <a href="http://www.t2.unh.edu/ma/">http://www.t2.unh.edu/ma/</a>	
Stand by for notice of escalation or reduction of operational level.	
Upon termination of the event, provide a copy of all emergency event related documentation.	



# City Manager

## EOC Checklist

Action	Time
Receive notification that the EOC has been activated and confirm receipt of notice to the EMD.	
Proceed to the Franklin EOC, as requested by the EMD.	
Initiate Chronological Event Log.	
Coordinate with the EMD to obtain event status.	
Track expenses (i.e. personnel time, supplies, equipment, etc.)	
Conduct a staff meeting (via phone if needed) with other City officials. Request input from each department relative to their readiness to respond to the event.	
Coordinate with Finance Director to procure funds and resources necessary to implement response activities.	
If required to leave the Franklin EOC, appoint the next available representative to staff the EOC. Inform the EMD of this change.	
Refer to ESF sections in the EOP for responsibilities related to the City Manager.	
Stand by for notice of escalation or reduction of operational level.	
Upon termination of the event, provide a copy of all emergency event related documentation. Demobilize personnel. Prepare information for the After Action Report.	

# Health Officer

## EOC Checklist

Action	Time
Receive notification that the EOC has been activated and confirm receipt of notice to the EMD.	
Proceed to the Franklin EOC or assign the next available high-ranking officer.	
Track events in the Chronological Event Log.	
Track expenses (i.e. personnel time, supplies, equipment, etc.)	
Establish communications with the MACE, as the situation warrants. MACE location is the Grafton County Courthouse (via Claremont Dispatch 603-542-9538).	
If requested by the MACE or NH Department of Health and Human Services (DHHS), act as a liaison in public health matters between the City and state agencies.	
If requested by the MACE or NH Office of Community and Public Health (OCPH), act as a liaison in radiation-related public health matters between the City and state agencies.	
Provide assistance and guidance to the EMD and other department heads in health-related areas.	
In conjunction with the Fire Chief, ensure that emergency workers do not exceed state exposure Protective Action Guides.	
If required to leave the Franklin EOC, appoint the next available officer to staff the EOC. Inform the EMD of this change.	
Refer to ESF sections in the EOP for responsibilities related to the Health Officer.	
Stand by for notice of escalation or reduction of operational level.	
Upon termination of the event, provide a copy of all emergency event related documentation. Demobilize personnel. Prepare information for the After Action Report.	

## Recreation Department

### EOC Checklist

Action	Time
Receive notification that the EOC has been activated and confirm receipt of notice to the EMD.	
Proceed to the Franklin EOC or assign the next available high-ranking officer.	
Track events in the Chronological Event Log.	
Track expenses (i.e. personnel time, supplies, equipment, etc.)	
Coordinate with the EOC to determine volunteer and donation needs.	
Coordinate the delivery of volunteer efforts, organizations and donations	
Solicit volunteers and donations as necessary.	
Coordinate with the Finance Director regarding financial donations.	
In conjunction with the Fire Chief, ensure that emergency workers do not exceed state exposure Protective Action Guides.	
If required to leave the Franklin EOC, appoint the next available representative to staff the EOC. Inform the EMD of this change.	
Refer to ESF sections in the EOP for responsibilities related to the Health Officer.	
Stand by for notice of escalation or reduction of operational level.	
Upon termination of the event, provide a copy of all emergency event related documentation. Demobilize personnel. Prepare information for the After Action Report.	



# Public Information Officer (PIO)

## EOC Checklist

Action	Time
Obtain briefing from EMD or Incident Commander: Determine current status of the event Determine point of contact for the media Determine current media presence	_____
Assess the need for special alert and warning efforts. Include functional needs populations (i.e. hearing impaired, non-English speaking population, etc).	_____
Prepare initial information summary as soon as possible after activation. If no other information is available, consider the use of the following general statement:  <b>Sample Initial Information Summary</b> We are aware that an <i>[accident/incident]</i> involving <i>[type of incident]</i> occurred at approximately <i>[time]</i> , in the vicinity of <i>[general location]</i> . <i>[Agency personnel]</i> are responding, and we will have additional information available as we are able to confirm it. We will hold a briefing at <i>[location]</i> , and will notify the press at least ½ hour prior to the briefing. At this time, this briefing is the only place where officials authorized to speak about the incident and confirmed information will be available. Thank you for your assistance.	_____
Arrange for necessary workspace, materials, telephones, and staff.	_____
Establish contact with local and national media representatives, as appropriate.	_____
Establish location of Information Center for media and public away from Command Post.	_____
Establish and post schedule for news briefings.	_____
Obtain approval for information release from Incident Commander or EMD.	_____
Release news to media, and post information in Command Post, local EOC and other appropriate locations.	_____
Respond to special requests for information.	_____
Confirm the process for the release of information concerning incident-related injuries or deaths.	_____





## **ANNEX C**

### **SHELTER OPERATIONS**

#### **Table of Contents**

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Natural disasters and human caused events often require the establishment of an emergency shelter to provide mass care and shelter to affected residents. Shelter can be of a temporary nature, requiring a limited shelter staff and resources, providing a place for warming and charging of electronics. Other emergencies may require long term (days to weeks) mass care and shelter with extensive local/regional resources required. In New Hampshire, communities are faced with preparing for a small-scale local shelter, to a large scale/long term regional shelter; and all off this with the assumption that American Red Cross may, or may not, be able to support the local/regional shelter. The City of Franklin is planning for all of the above scenarios. This Shelter Annex identifies the accommodations of both local and regional shelters, operated by local/regional personnel and the American Red Cross.

### **1. ACTIVATION**

When the City of Franklin is anticipating an emergency incident that could result in the need for shelter activation, the EMD with support from EOC staff will develop a preliminary plan for shelter activation and assess sheltering needs based on the incident's impact. The EMD will identify the need for a regional shelter, in coordination with the communities in the Winnisquam Regional School District. The Franklin EOC will contact the appropriate agencies to assist in shelter operations.

### **2. SHELTER LOCATION**

For small scale, local events, the City will establish a temporary emergency shelter at the Bessie Rowell Community Center (currently working on generator), the Middle School, City Hall or the High School. In the event of no power the City will work with Winnepesaukee Public Health Network to establish a regional shelter. The City of Franklin is currently developing a regional shelter plan and agreement with the Winnisquam Regional School District.

### **3. PERSONNEL AND EQUIPMENT**

#### **Regional Shelter:**

Shelter staff for the Regional shelter will be provided by American Red Cross, if available, or personnel from the regional towns and/or Lakes Region CERT. Currently, there is no regional shelter plan or memoranda of agreement that specifically identifies a shelter staffing plan.

Shelter equipment for the Regional shelter will be provided through the Lakes Region Partnership for Public Health, or American Red Cross, if available.

#### **Local Shelter:**

The City of Franklin will provide personnel for smaller local shelter. Personnel would likely come from City and School non-essential personnel, and Lakes Region CERT. Currently, there are no City personnel with Shelter specific training. However, it is the intent of the City to identify personnel to be trained to operate a shelter. Shelter equipment for the local shelter will be provided through the Lakes Region Partnership for Public Health, or American Red Cross, if available.



#### 4. MEDICAL POLICY

Medical care, beyond basic first aid, is not a requirement at shelters. Those with acute medical needs or requiring skilled nursing care can be transferred to a nursing facility (this requires pre-planning/MOUs) or, if they are receiving care at home (e.g. daily visits to change wound dressing, check IVs, etc) their care provider should continue care at shelter since the shelter is the patient's temporary home. Basic first aid will be provided at the Shelter.

#### 5. FOOD AND WATER

Food and water will be provided as designated by EMD. Franklin School District will provide support in the preparation of the supply of food. The NH Chapter of the American Red Cross will provide food and water for the regional shelter and/or the local shelter.

#### 6. ANIMAL SHELTER

The Winnisquam High School Regional Shelter does not have the capability to accommodate pets. The local shelter at Bessie Rowell and Franklin Middle School do not have ability to accommodate pets; however the Franklin Animal Shelter can accommodate a limited number of cats/dogs at their facility. The NH Disaster Animal Response Team (DART) has personnel, supplies, training, and procedures to set up animal shelters co-located with general population shelters. This Team has a strong core group of volunteers (some vets, vet techs, and support personnel) but capacity can be limited if they are being requested across the whole state. They are willing to work with communities to develop pet shelters and train personnel. DART assistance is requested through State EOC; however this resource is limited and will likely not be available to Franklin in a widespread event.

#### 7. RESPONSIBILITIES AND CONTACT INFO:

**City of Franklin:** Support local shelter operations. Provide resources and personnel as available. Serve as the local point of contact for: coordinating shelter functions; monitoring the emergency shelter needs; and collaborating with public and private partners to activate and operate a local emergency shelter.

**NH Red Cross:** Assist in emergency planning, preparedness and response. Can offer training prior to an event (shelter management, shelter operations, etc) and can provide material and human resources during events. Capacity to provide human resources (shelter managers) is limited at present time. Red Cross assistance can be requested through State EOC, ESF-6 desk when the EOC is open. For more information contact Ian Dyar, Regional Emergency Services Director, (603) 225-6697 x212,

**NH Dept. of Health and Human Services Emergency Services Unit:** Lead agency for ESF 6 (Mass Care) and ESF 8 (Health & Medical), who role is to support locals. During an emergency they can provide materials resources (such as cots, wheelchairs, cribs, etc) and can dispatch some personnel such as NH Disaster Behavioral Health Response Team (DBHRT) and ESAR-VHP (see below). Also serves as clearing house for NH Red



Cross. They are currently vetting local shelter guidance document for local EMDs. To request assistance contact State EOC, ESF6 or ESF8 desk or make request through WebEOC. For more information: ESU Director, [Leigh.Cheney@dhhs.nh.gov](mailto:Leigh.Cheney@dhhs.nh.gov), 603-271-9448,

**Division of Public Health Services:** Can provide guidance regarding food safety/handling/inspection at shelters. If communicable disease outbreak is suspected at shelter, DPHS can also send public health nurses to address the situation. Request assistance through State EOC, ESF 8 desk/WebEOC. *For more information: Neil Twitchell, Administrator, (603) 271-5194, [NTwitchell@dhhs.state.nh.us](mailto:NTwitchell@dhhs.state.nh.us).*

**Lakes Region Partnership for Public Health:** The public health region's role is to support local communities, especially with functional needs support services. PHN equipment and supplies (in trailers) are available for use during emergencies as long as community returns or replaces it. Able to provide regional situational awareness and coordination through the MACE. Also has MOUs for medical staff, some medical equipment/MOUs, and transportation. Can request regional assistance by contacting the Public Health Coordinator directly or requesting MACE activation. *For more information: contact John Beland at 528-2145 or email [jbeland@pphnh.org](mailto:jbeland@pphnh.org)*

**Emergency System for the Advance Registration of Volunteer Health Professionals (ESARVHP):**

Statewide database of 30 types of healthcare professionals (RNs, physical therapists, mental health counselors, physicians, LNA's) and non-medical volunteers who have registered to provide emergency assistance. To request volunteers through ESAR-VHP, contact State EOC, ESF 8 desk/webEOC.

**Disaster Animal Response Team (DART):** Has personnel, supplies, training, and procedures to set up animal shelters co-located with general population shelters. DART has a core group of volunteers (some vets, vet techs, and support personnel) but capacity can be limited if they are being requested across the whole state and is willing to work with communities to develop pet shelters and train personnel. DART assistance is requested through State EOC.

**8. FUNCTIONAL NEEDS SUPPORT SERVICES (FNSS):**

FNSS are "services that allow an individual to maintain independence in a general shelter" and are required through legislation. The City of Franklin will strive to make local emergency shelters fully accessible to functional needs populations. See Public Health Emergency Response Annex for resources on Functional Needs. ([http://www.fema.gov/pdf/about/odc/fnss\\_guidance.pdf](http://www.fema.gov/pdf/about/odc/fnss_guidance.pdf))

**9. RESOURCES** *(in addition to agencies listed above):*

**Forms:** American Red Cross has shelter assessment form, intake forms, medical evaluation forms, shelter staff job sheets, etc. Contact the regional ARC for access to these forms. Franklin has adapted some forms and are found at the end of this Annex.



**Planning Documents:** NH Shelter Guidance - Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters (FEMA. [http://www.fema.gov/pdf/about/odc/fnss\\_guidance.pdf](http://www.fema.gov/pdf/about/odc/fnss_guidance.pdf)).

**Training:** Local communities can request trainings or participate in pre-scheduled training through the following agencies. Medical Reserve Corps (MRC), NH DART (animal training); NH DBHRT (behavioral health training); (Personal Preparedness, CERT Training, other topics); and American Red Cross Shelter Management, Shelter Operations).

**Legislation:** (Stafford Act, Post Katrina Emergency Management Reform Act, Civil Rights Laws, Pets Evacuation & Transportation Standards Act) requires integration and equal opportunity in emergency services and activities. This includes functional needs support services and pets. Eligibility for reimbursement requires planning for these services.

**Material Resources:** PHN equipment/supplies are available to local communities. Contact PHN or MACE to request materials. American Red Cross and NH DHHS have a variety of supplies available (cots/cribs, comfort kits, water, cribs, medical equipment, etc.) that can be requested through the State EOC. Public Health Network trailer and MCI Trailer.

**Attachment 1**  
**Shelter Operation Forms**

Shelter Manager: \_\_\_\_\_

## Shelter Opening Checklist

Incident: \_\_\_\_\_

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

City, State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Time: \_\_\_\_\_

<b>EOC Contact:</b>	<b>Phone Number:</b>			
<b>Police Contact:</b>	<b>Phone Number:</b>			
<b>AREAS TO REVIEW</b>	<b>YES</b>	<b>NO</b>	<b>NA</b>	<b>COMMENTS</b>
Indoor and outdoor walking surfaces are free of tripping, slipping or falling hazards.				
Paths to indoor and outdoor exits are relatively straight and clear or obstructions.				
Emergency Exits are properly identified and secured.				
There are two exits from every room/floor.				
There is an emergency evacuation plan and identified meeting area.				
Are there any site specific hazards (chemicals, machinery)? Describe:				
Facility is clean, neat and orderly.				
The following systems are in good working order:				
Electrical				
Water				
Sewage System				
HVAC, if necessary				
Generator Fuel Level				
Fire extinguishers and smoke detectors are present, inspected and properly serviced.				
Is there automatic emergency lighting for egress routes, stairs and restrooms?				
First aid kits are readily available and stocked. Location:				
AEDS are readily available. Location:				
Will occupants be notified that an emergency evacuation is necessary by PA or alarm?				
<b>ANY DAMAGE OR ADDITIONAL COMMENTS</b>				
<b>SUPPLIES/EQUIPMENT</b>	<b>#</b>	<b>RECEIVED FROM</b>	<b>DAMAGE?</b>	
Cots				
Blankets				





### ***General Shelter Rules***

*The following are general Shelter Rules that will be enforced to protect all evacuees.*

*Please check at your shelter for additional rules that may apply.*

Occupants are required to sign in before being officially admitted to any shelter.

Occupants are responsible for their belongings.

Valuables should be locked in cars, or kept with the evacuees at all times.

The shelter is not responsible for lost, stolen or damaged items.

No alcohol or illegal drugs are permitted in the shelter. Smoking is allowed in designated outside areas only.

Parents are responsible for controlling the actions and whereabouts of their children.

***Children cannot be left unattended.***

Noise levels should be kept to a minimum during all hours of the day.

Quiet hours are observed between 10:00 p.m. and 7:00 a.m.

Assistance in keeping the shelter neat and orderly will be greatly appreciated.

If you are required by law to register with local or federal government or if you have a restraining order you may not be permitted.



## EMERGENCY OPERATIONS PLAN (EOP) – FRANKLIN, NH

Incident: \_\_\_\_\_

### Volunteer/Staff Sign-In/Out

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

City, State: \_\_\_\_\_

Date	Name	Volunteer Organization that You represent	Time In	Time Out

Incident: \_\_\_\_\_

City, State: \_\_\_\_\_

[illegible]

<b>Incident:</b>		<b>Date:</b>	
<b>Shelter Name:</b>		<b>City, State:</b>	

### FAMILY REGISTRATION

<b>Family Name (Last Name)</b>	Total Family Members Register: Total family members sheltered: Total Pets sheltered:
<b>Address:</b>  <b>City, State, Zip:</b>	Primary Language: If primary language is not English, please list any family members who speak English.

<b>Home Phone:</b>	<b>Other Phone:</b>
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### INFORMATION ABOUT INDIVIDUAL FAMILY MEMBERS (for additional names, additional page)

Name (Last, First)	Age	Gender (M/F)	Rm/Cot#	Arrival Date	Departure Date	Relocation Address & phone

<b>Emergency Contact:</b>	<b>Phone 1:</b>
<b>Relationship:</b>	<b>Phone 2:</b>
<b>Address:</b>	<b>City/State/Zip</b>

<b>Are you required by law to register with any state or local government agency for any reason? If yes, please notify the shelter manager.</b>	YES	NO
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INITIAL INTAKE	CIRCLE		ACTIONS STEPS	COMMENTS
Do you need any medicine, equipment or other items for daily living?	YES	NO	If yes, refer to medical staff.	
Does anyone come into your home and assist with medications or other medical needs?	YES	NO	If yes, please list the name of the agency:	
Do you use a service animal? Is the animal with you?	YES	NO	If Yes, complete pet registration form. If No, go to next question.	
Do you wear prescription glasses?	YES	NO	If Yes, ask next question.	
Do you have your glasses with you?	YES	NO	If No, notify shelter manager.	
If under the age of 18, do you have family member or responsible person with you?	YES		If No, notify shelter manager. If Yes, locate parent or guardian.	
Do you have any severe environmental, food or medication allergies?	YES	NO	If Yes, notify shelter manager.	

<b>Name:</b>		<b>Age:</b>	
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EMERGENCY OPERATIONS PLAN (EOP) – FRANKLIN, NH

<b>Shelter Name:</b>	<b>Date/Time:</b>
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<b>MEDICAL INTAKE/ASSESSMENT FOLLOW-UP</b> <i>When possible, request the services of the medical staff to assist in completing this form.</i>				
ASSISTANCE AND SUPPORT INFORMATION	CIRCLE		ACTION STEPS	COMMENTS
Have you been hospitalized or under the care of a physician in the past month?	YES	NO	If Yes, list reasons.	
Do you have a condition that requires any special equipment/supplies? (Epipen, diabetes supplies, respirator, oxygen, dialysis, etc)	YES	NO	If Yes, list and notify shelter manager.	
MEDICATIONS	CIRCLE		ACTION STEPS	COMMENTS
Do you take any medication(s) regularly?	YES	NO	If No, skip next (3) questions.	
When did you last take your medication?	YES	NO	Date/Time	
When are you due for your next dose?	YES	NO	Date/Time	
Do you have the medications with you?	YES	NO	If No, identify medications and notify shelter manager.	
ACTIVITIES OF DAILY LIVING	CIRCLE		ACTION STEPS	COMMENTS
Do you rely on a mobility device such as a cane, walker, wheelchair or transfer board?	YES	NO	If No, skip next question. If Yes, list.	
Do you have the device/equipment with you?	YES	NO	If No, notify the shelter manager.	
Do you need help getting dressed?	YES	NO	If Yes, explain.	
Do you need assistance using the bathroom?	YES	NO	If Yes, explain.	
Do you need help bathing?	YES	NO	If Yes, explain.	
Do you need help eating? Cutting food?	YES	NO	If Yes, explain.	
Do you have a family member, friend or caregiver with you to help with these activities?	YES	NO	If no, do you have a home health agency that usually comes to your home? List the name of the agency	
NUTRITION	CIRCLE		ACTION STEPS	COMMENTS
Do you wear dentures?	YES	NO	If Yes, ask next question. If No, skip the next (2) questions.	
Do you have them with you?	YES	NO	If No, notify shelter manager.	
Are you on any special diet?	YES	NO	If yes, list special diet and notify shelter manager.	



## ANNEX D

### HAZARD SPECIFIC INCIDENTS

*NOTE: This Annex describes the courses of action unique to particular hazards. The positions and agencies included are not comprehensive but intended to be used as a guideline for EOC operations.*

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## CIVIL DISTURBANCE

### **SITUATION**

A public gathering of people at one location could result in civil disorder or riot over a multitude of issues and could become well organized in a matter of a few hours or spontaneously.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Police Department

- Initial response and assessment
- Command and control of the incident
- Notify the Emergency Management Director
- Determine crowd control equipment needs and their locations
- Determine protective measures for facilities and personnel
- Establish inner and outer perimeter control
- Anticipate traffic reroute patterns and coordinate with Municipal Services Department
- Initiate criminal investigation
- Determine suitable facility for mass confinement if necessary
- Coordinate mutual aid law enforcement agencies
- Recommend public restrictions to the City Manager (curfew)
- Establish scene security

#### Fire Department

- Initial response and assessment in coordination with the Police Department
- Call back personnel as needed
- Extinguish fires under the protection of the Police Department
- Provide medical assistance to the injured with Police Department
- Assist the Police Department as requested
- Provide emergency medical treatment and transportation
- Implement Mass Casualty Plan

#### City Manager

- Contact the City Attorney if necessary
- Advise the affected businesses of anticipated events and response actions
- Authorize public restrictions

#### Emergency Management Director

- Staff the EOC as required
- Initiate Public Information System
- Prepare and release informational bulletins for the public
- Assist the Police Department
- Assist in notifying the public of authorized restrictions
- Coordinate state/federal agencies
- Track deployment of personnel and equipment



## CONFLAGRATION (FIRE)

### **SITUATION**

An unplanned ignition of structures, vehicles, land or property of significant magnitude. The community has numerous large structures, tracts of woodlands and property which could affect normal operations of the community and tax its resources should they become involved in fire.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Initial response and assessment
- Command and control of the incident
- Rescue trapped occupants
- Coordinate utility service requirements
- Protect exposures
- Control the fire
- Determine severity of fire threat
- Establish perimeters for forest fires
- Provide emergency medical treatment and transportation
- Implement Mass Casualty Plan
- Coordinate with State Forestry
- Conduct fire investigations
- Assess evacuation needs if necessary

#### Police Department

- Initial response and assessment
- Establish and maintain a security perimeter control
- Assist the Fire Department in evacuations
- Conduct criminal investigations in coordination with the State Fire Marshall's Office.

#### Emergency Management Director

- Staff the EOC as required
- Initiate Public Information System
- Coordinate shelter operations
- Track the deployment of personnel and equipment
- Provide for shelter/food for emergency responders



## DOWNED AIRCRAFT

### **SITUATION**

The City has experienced very few aircraft accidents over the years. With surrounding airports, the potential exists for general aviation aircraft to affect the City in an accident as a result of an in-flight emergency.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Initial response and assessment
- Command and control of the scene
- Fire control
- Rescue operations
- Hazardous materials response
- Implement Mass Casualty Plan
- Provide emergency medical treatment and transportation
- Coordinate outside agencies

#### Police Department

- Initial response and assessment
- Establish initial perimeter control with mutual aid
- Assist fire department
- Provide scene security
- Assist in any evacuations
- Coordinate investigation with state and federal agencies

#### Emergency Management Director

- Staff EOC if required
- Initiate Public Information System
- Coordinate the needs of the emergency responders
- Establish temporary morgues in cooperation with Health Officer
- Request state and/or federal assistance if required
- Coordinate shelter operations if required
- Coordinate the needs for the un-injured and families

## EARTHQUAKE

### **SITUATION**

The City is within an area prone to seismic activity. Most activity is of a minor nature yet the potential exists for a significant event.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Initial response and assessment
- Command and control of the scene
- Search and rescue of affected property
- Implementation of Mass Casualty Plan
- Hazardous Materials Response
- Assist with evacuation
- Provide emergency medical treatment and transportation

#### Police Department

- Initial response and assessment
- Assist in providing emergency information to residents
- Establish perimeter control
- Establish security of affected areas
- Recommend public restrictions to the City Manager (curfew)

#### City Manager

- Request and assist with state and federal agencies as required
- Approve instructions to residents

#### Building Department

- Assess buildings for damage
- Assess health issues that may arise (i.e. wells, septic, etc.)

#### Municipal Services Department

- Provide debris clearance and management
- Maintain roads

#### Emergency Management Director

- Consider activation of the EOC
- Initiate Emergency Public Information System
- Staff EOC as necessary
- Determine the shelter operations
- Track the deployment of personnel and equipment
- Coordinate state and federal agencies and resources

## ELECTROMAGNETIC PULSE

### **SITUATION**

An electromagnetic pulse (EMP), also sometimes called a transient electromagnetic disturbance, is a short burst of electromagnetic energy. Such a pulse's origin may be a natural occurrence (i.e. solar activity) or human caused. EMP interference is generally disruptive or damaging to electronic equipment, and at higher energy levels a powerful EMP event such as a lightning strike can damage physical objects such as buildings and aircraft structures.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Initial response and assessment
- Coordinate outside agency response
- Initiate origin and cause investigation of incident to determine if intentional

#### Police Department

- Initial response and assessment
- Provide scene security
- Coordinate investigation of the incident with cooperation of the Fire Department and State Fire Marshal's office if intentional

#### City Manager

- Participate in long-term strategic planning
- Conduct assessment of damage to City infrastructure
- Request state/federal assistance
- Utilize risk assessments to better understand and enhance resilience to the effects of EMPs across all critical infrastructure sectors

#### Emergency Management Director

- Coordinate with the State to receive timely operational observations, analyses, forecasts, and other products for naturally occurring EMPs
- Issues public statement to the media as needed

## EXPLOSIONS

### **SITUATION**

A detonation of any origin resulting in personal injuries, structural damage or the interruption of services.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Initial response and assessment
- Command and control of the scene
- Fire control
- Search and Rescue
- Coordinate stabilize structures
- Implement Mass Casualty Plan
- Provide emergency medical treatment and transportation
- Coordinate outside agency response
- Initiate origin and cause investigation of incident to determine if intentional

#### Police Department

- Initial response and assessment
- Interior and outer perimeter control
- Traffic rerouting
- Assist with evacuation
- Assist Fire Department
- Provide scene security
- Contact State Police Explosives Division
- Coordinate investigation of the incident with cooperation of the Fire Department and State Fire Marshal's office if intentional

#### Municipal Services Department

- Inspect/monitor dams and bridges

#### Building Department

- Inspect and assess structural stability of buildings
- Assess buildings for damage

#### Emergency Management Director

- Staff EOC if required
- Coordinate shelter operations
- Issues public statement to the media as needed
- Solicit state and/or federal assistance if required



## FLOODING

### **SITUATION**

With pre-identified floodplain areas, the City is vulnerable to flooding resulting in restricted travel ways and possible evacuation.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Initial response and assessment
- Command and control of the scene
- Evacuation of flooded areas
- Assist with damaged buildings
- Assist with notification of residents
- Oversee the evacuation of residents
- Provide emergency medical treatment and transportation
- Implement Mass Casualty Plan
- Assist Police Department with traffic rerouting

#### Police Department

- Initial response and assessment
- Assist with notification of residents
- Establish perimeter security of evacuated or flooded areas
- Evacuation of flooded areas
- Establish traffic rerouting
- Provide scene security
- Blockade roadways

#### Municipal Services Department

- Clearing debris
- Assist Police Department with traffic rerouting
- Provide sandbags
- Inspect/monitor dams and bridges

#### Building Department

- Inspect and assess structural stability of buildings.

#### Health Officer

- Assess health issues that may arise (i.e. wells, septic, etc)

#### Emergency Management Director

- Consider activating EOC
- Assemble all available equipment lists and track deployment of equipment
- Initiate Public Information System
- Coordinate the need for emergency transportation/evacuation
- Coordinate shelter operations
- Notify School Principal of status of incident
- Solicit state and/or federal assistance if required

## HAZARDOUS MATERIALS

### **SITUATION**

Hazardous materials may be released in an uncontrolled fashion endangering either personnel or the environment. A hazard can be in the form of solid, liquid, or gaseous contaminants.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Initial response and assessment
- Command and control of the scene
- Implementation of department standard operating procedures
- Recommend protective actions to be taken
- Notify Emergency Management Director
- Coordination of mutual aid response and Hazardous Materials Teams
- Coordination of state and federal agencies in mitigating the release
- Initiate investigation of the release, in coordination with local and state police.
- Reporting to the State Fire Marshall's Office
- Provide emergency medical treatment and transportation
- Implement Mass Casualty Plan

#### Police Department

- Initial response and assessment with Fire Department
- Establish perimeter security
- Establish on scene security
- Coordination of mutual aid response of law enforcement agencies
- Coordination of state police response when applicable
- Conduct criminal investigation if appropriate

#### Municipal Services Department

- Assist Fire Department with containment of HazMat spill.
- Coordinate with NH DOT

#### Emergency Management Director

- Staff EOC as necessary
- Assist fire and police as requested
- Assist in long term planning strategies

## HURRICANES

### **SITUATION**

As an eastern seaboard community, the City is susceptible to high winds and torrential rains associated with hurricanes. The nature of many structures (wooden, mobile homes) as well as the nature of flood plains creates the potential for severe damage.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### **A. At a Hurricane “Advisory”**

##### Emergency Management Director

- Assess the availability of department head personnel
- Discuss standby plans with department heads.

#### **B. At a Hurricane “Watch”**

##### Fire Department

- Review general operating guidelines and determine availability to recall additional personnel
- Monitor weather and advise Emergency Management Director of Hurricane Watch
- Review vehicle/equipment resource status (fuel, pumps, tarps, saws)

##### Police Department

- Review general operating guidelines and determine availability to recall additional personnel
- Determine availability to recall additional personnel per department standard operating procedures
- Review vehicle/equipment resource status (fuel, protective clothing)

##### City Manager

- Review all departments' personnel availability status

##### Emergency Management Director

- Monitor Hurricane behavior
- Consider activation of the EOC
- Initiate Public Information System

##### Municipal Services Department

- Debris Clearance
- Provide traffic control devices

#### **C. At a Hurricane “Warning”**

##### Fire Department

- Implement storm coverage standard operating procedure and deploy personnel as necessary
- Assemble available equipment
- Prepare department facilities for high winds and loss of power
- Respond to emergencies
- Assist in the setup of shelters
- Provide emergency medical treatment and transportation
- Implement Mass Casualty Plan



Police Department

- Recall additional personnel, as necessary
- Staff the EOC
- Assemble available equipment
- Prepare department facilities for high winds and loss of power
- Assist the selectmen as directed by the Emergency Management Director
- Provide security to severely damaged areas
- Monitor traffic conditions and determine alternative routes where required

City Manager

- Request state and federal assistance
- Authorize procurement of additional equipment as necessary

Building Department

- Assess buildings for damage
- Assess health issues that may arise (i.e. wells, septic, etc)
- Monitor safety of food, water and sanitation services at shelter

Municipal Services Department

- Debris Clearance
- Provide traffic control devices

Emergency Management Director

- Staff the EOC
- Assemble all available equipment and personnel lists and track deployment of equipment
- Monitor hurricane movement and storm status
- Provide situational awareness updates for PIO and school principal
- Coordinates shelter operations
- Review Functional needs facilities and personnel lists (medical supplies, special transportation)
- Prepare informational bulletins for release through Emergency Public Information System
- Monitor utility services and coordinates activities
- Staff EOC as necessary
- Coordinate emergency transportation with bus companies



## MULTIPLE VEHICLE ACCIDENT

### **SITUATION**

As there are main east-west and north-south thoroughfares, substantial volumes of traffic utilize roadways within the City that could significantly impede City traffic should they become impassable.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Police Department

- Initial response and assessment
- Interior and outer perimeter control
- Traffic rerouting
- Assist Fire Department
- Notifies and coordinates state law enforcement agencies
- Investigation of collision and/or fatalities
- Notifies Emergency Management Director

#### Fire Department

- Initial response and assessment
- Command and control of scene
- Extrication and rescue
- Fire Control
- Hazardous Materials Response
- Notifies and coordinates regional and state agencies regarding hazardous materials
- Provide emergency medical treatment and transportation
- Implement Mass Casualty Plan

#### Municipal Services Department

- Coordinate with NH DOT

#### Emergency Management Director

- Staff EOC as necessary
- Assist fire and police as requested

## PROLONGED SERVICE OUTAGE

### **SITUATION**

The potential exists for essential services to be interrupted for long periods of time. Essential services are defined as: electric, potable water, natural gas, vehicle fuel shortages.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Assist the Emergency Management Director with personnel and equipment
- Call back personnel if required
- Assist special populations with backup power
- Coordinate power restoration with public utilities

#### Police Department

- Increase patrol services and visibility
- Call back off-duty personnel if required
- Assist the Emergency Management Director with personnel and equipment

#### City Manager

- Participate in long-term strategic planning for the affected area
- Request state/federal assistance

#### Municipal Services Department

- Monitor generators
- Coordinate with utilities

#### Emergency Management Director

- Determine the extent of the emergency
- Initiate the Public Information System
- Coordinate shelter operations
- Assist Functional needs population
- Develop a restoration priorities plan
- Track progress of restoration
- Coordinate state/federal resources

## SNOW/ICE STORM

### **SITUATION**

The City may experience an unusually severe storm for which the residents are prohibited from travel for essentials such as food or medical care or experience prolonged services outages resulting in the need for coordinated assistance.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Municipal Services Department

- Debris clearance
- Provide traffic control devices
- Snow removal
- Monitor weather conditions
- Monitor winter road maintenance contractor

#### Fire Department

- Implement storm coverage standard operating procedures
- Assemble available equipment and check operation.
- Prepare generators for use
- Ensure all vehicles are fueled prior to the storm
- Place 4WD units into service, if available
- Provide emergency medical treatment and transportation

#### Police Department

- Monitor weather conditions
- Evaluate parking ban requirements
- Evaluate personnel status. Call back off duty personnel as needed
- Patrol and search for abandoned vehicles/hazards
- Place 4WD units into service, if available
- Ensure all vehicles are fueled prior to the storm

#### Building Department

- Inspect and assess structural stability of buildings for snow load and structural damage

#### City Manager

- Initiate strategy for Continuity of Government/Operations

#### Emergency Management Director

- Staff EOC as necessary
- Initiate Public Information System
- Coordinate shelter operations; notify School Principal of status of the incident
- Tracks deployment of personnel and equipment
- Determines Functional needs for the community
- Request/coordinate state and federal assistance
- Assess the requirements for fuel, food, and water
- Coordinate power restoration with public utilities

## TERRORIST ACTIVITY

### **SITUATION**

The deliberate destruction or damage to services, facilities, roadways, railways, or functions could occur at any time with or without notice and may take place in phases with the potential for additional targets.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Police Department

- Initial response and assessment
- Command and control of the incident/unified with the Fire Department
- Notify the Emergency Management Director
- Investigate for further threat
- Evaluate other potential targets
- Assist in evacuation if required
- Coordinate mutual aid law enforcement agencies
- Conduct criminal investigations
- Provide facilities for long term investigation

#### Fire Department

- Initial response and assessment
- Command and control of the incident/unified with Police Department
- Control fires
- Search and rescue operations
- Hazardous materials response
- Initiate Mass Casualty Plan
- Provide emergency medical treatment and transportation
- Evacuate area if required

#### Emergency Management Director

- Staff the EOC as required
- Coordinate shelter operations
- Request/coordinate state and federal agencies
- Tracks the deployment of personnel and equipment
- Develop strategic plan for the incident
- Coordinate evacuation process as required



## TORNADO

### **SITUATION**

Shifting weather patterns could result in severe weather affecting the City through a “watch” issued by the National Weather Service or a “warning” involving and actual sighting in the area. Destruction from a tornado could be severe as several higher populated areas are dominated by wooden structures.

### **RESPONSIBILITIES** *(may consist of but not limited to)*

#### Fire Department

- Initial response and assessment
- Search and rescue
- Implement Mass Casualty Plan
- Provide emergency medical treatment and transportation
- Monitor weather and advise Emergency Management Director of Tornado Watch

#### Police Department

- Provide security to severely damaged areas
- Provide traffic control
- Assist fire department
- Monitor weather and advise Emergency Management Director of Tornado Watch

#### Municipal Services Department

- Prepare personnel and equipment upon notification of a tornado “warning”
- Maintain roadway passage
- Assist police department in traffic control

#### Building Department

- Inspect and assess structural stability of buildings
- Assess buildings for damage
- Assess health issues that may arise (i.e. wells, septic, etc)

#### Emergency Management Director

- Activate the EOC upon notification of a tornado warning in Hillsborough County
- Staff EOC as necessary
- Assemble all available equipment and personnel lists and track deployment of equipment
- Monitor tornado movement and storm status
- Issue bulletins to advise City residents through the Emergency Public Information System
- Coordinate shelter operations
- Review Functional needs facilities and personnel lists (medical supplies, transportation)
- Monitor utility services and coordinates activities
- Solicit state and/or federal resources as required
- Coordinate emergency transportation with bus companies

## APPENDIX A – ACRONYMS

Acronym	Definition
AAR	After Action Report
ADA	Americans with Disabilities Act
AFN	Access and Functional Needs
AG	Office of Attorney General
ARES	Amateur Radio Emergency Service
CBRNE	Chemical, Biological, Radiological, Nuclear and Explosive
CFR	Code of Federal Regulations
COG	Continuity of Government
COOP	Continuity of Operations
CPG	Comprehensive Preparedness Guide
CY	Calendar Year
DES	NH Department of Environmental Services
DHS	Department of Homeland Security (Federal)
DOJ	Department of Justice (Federal)
EMAC	Emergency Management Assistance Compact
EMAP	Emergency Management Accreditation Program
EMD	Emergency Management Director
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EPZ	Emergency Planning Zone
ERP	Emergency Response Plan
ESF	Emergency Support Function

Acronym	Definition
FEMA	Federal Emergency Management Agency
FOG	Field Operating Guide
HAZMAT	Hazardous Materials
HSEEP	Homeland Security Exercise and Evaluation Program
HSEM	Homeland Security and Emergency Management (NH)
IA	Individual Assistance
IAP	Incident Action Plan
ICP	Incident Command Post
ICS	Incident Command System
IEMAC	International Emergency Management Assistance Compact
IAEM	International Association of Emergency Managers
IND	Improvised Nuclear Device
IP	Improvement Plan
IT	Information Technology
JIC	Joint Information Center
EOP	Local Emergency Operations Plan
LOA	Letter of Agreement
MAC	Mission Assignment Coordinator
MACC	Multi-Agency Coordination Center
MOU	Memorandum of Understanding
NFIP	National Flood Insurance Program
NGO	Non-governmental Organizations
NIMS	National Incident Management System
NOC	National Operations Center
NRC	Nuclear Regulatory Commission

Acronym	Definition
NRF	National Response Framework
PA	Public Assistance
PDD	Presidential Disaster Declaration
POC	Point of Contact
RSA	Revised Statutes Annotated
SAR	Search and Rescue
SOG	Standard Operating Guidelines
SOP	Standard Operating Procedures
WMD	Weapons of Mass Destruction



## APPENDIX B – AUTHORITIES

### EMERGENCY MANAGEMENT STATUTES

**21-P: 34 Purpose.** The emergency management powers are conferred upon the governor and upon other executive heads of governing bodies of the state; the creation of local organizations for emergency management in the political subdivisions of the state is authorized

#### 21-P: 35 Definitions.

**"Emergency management"** means the preparation for and the carrying out of all emergency functions resulting from the occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including but not limited to fire, flood, earthquake, windstorm, wave actions, technological incidents, oil or chemical spill, or water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, drought, infestation, explosion, or riot.

**"Local organization for emergency management"** means an organization created in accordance with the provisions of this subdivision by state, county, or local authority to perform local emergency management functions.

**"State of emergency"** means that condition, situation, or set of circumstances deemed to be so extremely hazardous or dangerous to life or property that it is necessary and essential to invoke, require, or utilize extraordinary measures, actions, and procedures to lessen or mitigate possible harm.

#### 21-P: 39 Local Organization for Emergency Management.

I. Each political subdivision of the state shall establish a local organization for emergency management in accordance with the state emergency management plan and program. Each local organization for emergency management shall have a **local director who shall be appointed and removed by the board of selectmen** who shall have direct responsibility for the emergency management. The appointing authority **may appoint one of its own members** or any other citizen or official to act as local director and shall notify the state director in writing of such appointment.

II. **Until a local director has been appointed, the chief elected official shall be directly responsible for the organization, administration, and operation of such local organization for emergency management.**

III. In carrying out the provisions of this subdivision, each political subdivision in which any disaster as described in RSA 21-P: 35, V occurs may enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster. **Each political subdivision may exercise the powers vested under this section in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law, excepting mandatory constitutional**

**requirements**, pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation and expenditure of public funds.

**21-P: 41 Immunity and Exemption.**

I. Neither the state nor any of its political subdivisions nor any agency of the state or political subdivision, nor any private corporations, organizations, or agencies, nor **any emergency management worker** complying with or reasonably attempting to comply with this subdivision, or any order or rule adopted or regulation promulgated pursuant to the provisions of this subdivision, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state, **shall be liable for the death of or injury to persons, or for damage to property, as a result of any such activity.** The provisions of this section shall not affect the right of any person to receive benefits to which he or she would otherwise be entitled under this subdivision, under the workers' compensation law, or under any retirement law, nor the right of any such person to receive any benefits or compensation under any act of Congress.

II. Any requirement for a license to practice any professional, mechanical, or other skill shall not apply to any authorized emergency management worker who shall, in the course of performing his or her duties as such, practice such professional, mechanical, or other skill during an emergency.

III. As used in this section the term "**emergency management worker**" **includes any full or part-time paid, volunteer, or auxiliary employee of this state**, other states, territories, possessions, the District of Columbia, the federal government, any neighboring country, or of any political subdivision of such entities, or of any corporation, agency or organization, public or private, performing emergency management services at any place in this state subject to the order or control of, or pursuant to a request of, the state government or any of its political subdivisions.

**21-P: 47 Penalty.** If any person violates or attempts to violate any order, rule, or regulation made pursuant to this subdivision, such person shall be guilty of a misdemeanor.

**CITY COUNCIL MEETING**  
**AGENDA ITEM VI**



**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
March 2<sup>nd</sup>, 2020

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**Subject:** Review & approve Code of Conduct for Elected Officials and Appointed Board Members Policy

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**Suggested Motion:**

Motion: "I move that the Franklin City Council approve the Code of Conduct for elected officials and appointed board members policy."

Mayor calls for a second, discussion and vote.



CITY OF FRANKLIN

CODE OF CONDUCT

FOR

ELECTED OFFICIALS

AND

APPOINTED BOARD  
MEMBERS

Date Approved: April 1, 2002

*Revised: September 8, 2015; July 1, 2019*

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Code Review. . . . .	9

## PREFACE

The purpose of the Code of Conduct is to assist Elected officials and appointed board members in performing their duties for the public. The Code of Conduct is a guide for the members to follow during their term in office. This Code does not reduce the authority granted to Elected officials and appointed board members by the laws of the United States and the State of New Hampshire, as well as the Charter for the City of Franklin.

We remember that we are, first and foremost, servants of the people and treat them with the highest respect and dignity in our public meetings and outside of those meetings. Further, Franklin's public officials should educate themselves on the requirements of the law and ordinances to ensure that they are never using their position to avoid either.

The Code of Conduct will be distributed to all City Council and board members annually in January, and new board members as they are appointed during the year.

## ATTENDANCE

Elected officials and appointed board members should make every effort to notify the Mayor, or City Manager (in the case of the City Council), or the Chairman of their respective board, if they will be unable to attend or will be late to a meeting. In the event a member needs to leave a meeting, while the meeting is in session, the member should receive acknowledgement of their departure from the presiding officer.

## CONDUCT AS A PUBLIC OFFICIAL

Public service is a public trust, requiring elected officials and appointed board members to place loyalty to the constitution of the United States and the New Hampshire Constitution, federal and state laws, city ordinances and Charter provisions and ethical principles above private gain for themselves or others.

Elected officials and appointed board members shall not, except as otherwise permitted by ordinance, solicit or accept any gift, service or favor from any person or entity seeking official action from, doing business with, or conducting activities regulated by the City of Franklin, whose interests may be affected by the performance or non-performance of the elected official's or appointed board member's duties.



Elected officials and appointed board members shall never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept favors or benefits under circumstances which might be construed as influencing the performance of their public duties.

Elected officials and appointed board members shall put forth honest effort in the performance of the public duties, remaining impartial and responsible to the public.

Elected officials and appointed board members shall make no promises of any kind binding upon the duties of their office, since an elected official or appointed board member only have authority to make binding decisions, when voting at a legally posted meeting of their board or committee, when a quorum is in attendance.

Elected officials and appointed board members shall not interfere with the powers and duties of the City Manager, as set forth in the Franklin City Charter, or interfere with the powers and duties of the Superintendent of Schools, as set forth by the laws in the State of New Hampshire. Interference by elected officials or appointed board members with the City Manager or Superintendent's powers and duties could

constitute immediate forfeiture of their office and criminal charges.

## CONDUCT AT MEETINGS

At City meetings a councilor or board member shall be recognized to speak by the Mayor or chair or in his/her absence the person appointed by the Mayor/Chair. The behavior of an elected official/board member both in public and in private should reflect the trust placed in them as leaders of the community.

The goal of a Franklin elected official or board member is to provide the highest quality leadership for all its citizens, to be fiscally responsible and to be dedicated while listening to the needs of others.

## CONFLICT OF INTEREST

Elected officials and appointed board members of the City of Franklin shall avoid conflicts of interest when conducting City business – even the appearance of a conflict of interest.

State law demands that City officials, and board members, not participate in any matter in which they (or a member of their family) have a personal interest, which may directly or indirectly influence the impartial performance of their duties. In such instances, officials

shall recuse themselves from discussion and decision-making.

If an elected or appointed office holder insists upon participation when there is a clear and serious conflict of interest, the Franklin City Council will consider this misconduct and may take corrective action allowable under State law and the City Charter.

Recusal means to remove oneself completely from all further participation in the matter. In the setting of a meeting, an official or board member who has been recused shall immediately leave the meeting room or seat themselves with other members of the public who are present. The person recused shall not participate in further discussions, unless it is clearly stated for the record that such comments are made only as a member of the public. A recused person may not deliberate or vote on the matter in question.

Immediate uncertainty about conflicts and recusal can be resolved by majority vote of the board or committee. Any such vote would be non-binding, but can assist the official's decision regarding participation.

## LEGAL COMMUNICATIONS

Designate legal counsel shall attend any meetings of the Council when requested by the Mayor or City Manager. Any member of the Council (through the City Manager when possible) may call upon Counsel for an oral or written opinion to decide any question of law or parliamentary procedure.

All boards in the City of Franklin shall direct all communications to Counsel through the Chairperson of their respective boards, and the Chairperson shall go through the City Manager when possible.

Legal communications received from the City Attorney are not public information and will not be shared with the public unless authorized by the City Manager.

## NON-PUBLIC SESSION

The meetings of all governmental bodies are open to the public, in accordance with the State of New Hampshire “Right-To-Know Law”, RSA 91-A. There are occasions when governmental bodies need to conduct business in non-public sessions, as allowed under the provisions of RSA 91-A. The intent of non-public sessions, or “non-meetings” to meet with legal council are to allow for the governing bodies to discuss confidential information, that could affect someone’s



reputation, or releasing the information would make the action taken ineffectual.

The confidential information discussed, or actions taken in non-public sessions are to remain confidential. No elected official or appointed board member in the City of Franklin shall violate the confidentiality of non-public sessions by publicizing, gossiping or discussing the information acquired in the course of official duties without a legitimate reason to do so. No elected official or appointed board member in the City of Franklin shall use any confidential information acquired by virtue of the individual's official position for personal benefit, or for the benefit of any other person or business. This does not apply to information, which is readily available to the general public.

The misuse of confidential information by any elected official or appointed board member in the city of Franklin could lead to the forfeiture of their office, or even criminal charges.

## SALE AND USE OF PUBLIC PROPERTY

Elected officials shall protect and conserve City property and services and shall not use them for other than authorized purposes or for personal benefit and or gain. No elected or appointed official shall devote any City property or labor to private use, except as may be provided by Law or Ordinance.

## SEXUAL HARASSMENT

All officials and board members of the City of Franklin are entitled to operate in an environment free of sexual harassment. History has shown that public entities are far from immune to this illegal behavior. This City is committed to preventing such misconduct. To accomplish these goals, the City's policy against sexual harassment shall be clearly communicated to all officials and board members. In addition, this policy will be reinforced through a complaint investigation procedure.

All complaints of sexual harassment or retaliation shall be promptly and thoroughly investigated by the City Manager or by the Mayor or his/her appointed designee when necessary. While it can never be completely guaranteed, particular care shall be taken in the course of investigations to protect confidentiality. Should it be

determined through investigation that an elected or appointed City official has committed sexual harassment; their immediate removal from office may be considered by the City Council. The reason for removal shall be brought to the attention of the Superior Court, who holds jurisdiction over removal proceedings.

### CODE REVIEW

The Code of Conduct can be amended any time by the City Council. The Code should be reviewed and approved by the City Council annually.

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





**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

February 7, 2020

**From:** Melissa Newton, Accountant  
**Subject:** Acceptance of Trust Fund Money

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**Suggested Motions:**

**March 2, 2020**

Councilor moves, "I move that the Franklin City Council set a public hearing for Monday, April 6, 2020, at 6:00pm regarding resolution #14-20 accepting approximately \$5,120.32 from Melonie Bell for the purpose of setting up a scholarship fund with the City's Trustees of Trust Funds called "Robert H. Arteaga Scholarship".

**April 6, 2020**

Councilor moves, "I move that the Franklin City Council adopt resolution #14-20 accepting approximately \$5,120.32 from Melonie Bell for the purpose of setting up an expendable scholarship fund with the City's Trustees of Trust Funds called "Robert H. Arteaga Scholarship".

**Discussion:**

Melonie Bell, mother of Robert H. Arteaga, approached the trustees of trust funds regarding setting up a scholarship trust fund in memory of her son. The trust fund called "Robert H. Arteaga Scholarship" would be expendable providing a \$500 scholarship to a deserving Franklin High School Senior who has participated on the football team on an annual basis. The scholarship should be awarded by a committee of school authorities and will be distributed directly title college after proof of enrollment.

**Concurrences:**

This trust fund (along with the other scholarship funds) would be managed by the City's Trustees of Trust Funds, recorded as an expendable trust fund in the City's financial system and reported as an agency fund in the City's financial statements.

**Fiscal Impact:**

This trust fund would not have an impact on the City funds but rather would provide an annual scholarship to one high school senior.

**Attachments:**

Resolution 14-20  
Trustee of Trust Funds New Scholarship Info Sheet



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #14-20**

**A Resolution Relating to the Acceptance of Trust Fund Money.**

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

**WHEREAS**, the City Council of the City of Franklin recognizes the efforts of Melonie Bell to offer an annual scholarship to Franklin High School students, **and**;

**WHEREAS**, Ms. Bell would like to relinquish her administrative responsibility of the scholarship fund, **and**;

**WHEREAS**, remaining assets of \$5,120.32 have been allocated to support Franklin High School students, **and**;

**WHEREAS**, Scholarship recipients will be limited to one \$500 Scholarship per year, to be made prior to the start of the first semester, after proving acceptance to college, **and**;

**WHEREAS**, acceptance of these funds has no budgetary impact of the Fiscal Year 2020 budget and future budgets, **now**;

**THEREFORE, BE IT RESOLVED**, *that at their regularly scheduled meeting of the City Council on Monday, April 6, 2020, the City Council of Franklin, New Hampshire does hereby vote to accept \$5,120.32, from Ms. Bell, for the purpose of starting a Franklin High School Scholarship Fund called "Robert H. Arteaga Scholarship Trust Fund" placing the monies in an expendable scholarship fund with the City's Trustees of Trust Funds". Scholarship recipients will be limited to one \$500 scholarship, to be made prior to the start of the first semester, using the following award criteria: leadership, passion for football, has been on the franklin football team, team player, kindness, caring, student who struggled academically and or personally and persevered to move forward .*

**By a roll call vote.**

**Roll Call:**

Councilor Starkweather \_\_\_\_\_ Councilor Desrochers \_\_\_\_\_ Councilor Zink \_\_\_\_\_

Councilor Brown \_\_\_\_\_ Councilor Dzujna \_\_\_\_\_ Councilor Trudel \_\_\_\_\_

Councilor Clarenbach \_\_\_\_\_ Councilor Testerman \_\_\_\_\_ Councilor Bunker \_\_\_\_\_

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

Trustees of the Trust Funds  
New Scholarship Fund Information

Title of Scholarship: The Robert H. Arteaga Scholarship

Will this Fund be: Expendable X or Non-Expendable \_\_\_\_? (Non-Expendable meaning only the interest can be spent)

Date created: original date: 2-22-2018 - will transfer funds to TTF upon acceptance.  
Current amount in Fund: \$5120.32

Circumstances of scholarship creation (how, why, by whom, etc):

How: Annually given to a graduate at F.H.S. - \$500.00 - 1x/per student.

Why: To help a selected student to further their education in memory of my son; and as a positive memory for his daughter as she grows.

By Whom: Melonie Bell + family - Mother to deceased.

Disbursement of scholarship funds may be made after successful completion of first semester by contacting Trustees of Trust Funds and submitting the award certificate, first semester transcript, and second semester tuition bill. Yes \_\_\_\_ No X

If no, please specify instructions:

To now, the scholarship is sent to the collage, upon the proof of the students' enrollment: (Prior to semester completion).

Special Criteria for scholarship:

See attached.

\* Leadership, passion for football (has been on the Franklin Football Team), team player, kindness, caring, who may have struggled academically and/or personally, + persevered to move forward.

Funding of the scholarship will come from: The family + friends of Robert H. Arteaga; to include friends who donate that own local businesses; places of employment that offer donations to the family/fund.

Contact information for individual(s) responsible for the fund:

Melonie B. Bell

Cell: 603-387-3647

1163 Sandogardy Pond Rd.

Work: 603-286-8901 ext. 303

Northfield, NH 03276

\*\*Please return completed form to: Melissa Newton, City of Franklin, 316 Central Street, Franklin, NH 03235 or by email to [mnewton@franklinnh.org](mailto:mnewton@franklinnh.org).

Office use only: Scholarship accepted by City Council on \_\_\_\_\_

Date



## **Robert H. Arteaga Scholarship Award**

### **PURPOSE:**

To provide the following:

1. To give friends, family and local community a positive way to feel involved with remembering and honoring Robert H. Arteaga, as so many reached out to the family offering to 'help' in any way that they could, upon hearing of his death.
2. To provide a student in our local community, who has been a player on the Franklin High School Football Team, an annual \$500.00 scholarship in memory of Robert, to financially help the student towards furthering their education. A senior is selected by the Scholarship School Committee, and the award is presented annually at their Awards Night Ceremony by either a family member, former coach, or one of Robert's friends. Later to be presented by Robert's daughter as she is older.
3. To provide a positive, healthy opportunity for Robert's daughter to proudly remember and honor her father in the years to come by knowing that many people loved and respected her father. Hoping to support his daughter in a way, that by giving to the community and remembering her father in this manner, will hopefully be a healthy, honorable way to help her heal from her lifelong loss.

Franklin High School  
Scholarship Summary Sheet

Title of scholarship: **The Robert H. Arteaga Scholarship Award**

Criteria of scholarship: **A FHS graduating senior who is going on to further their education and has been an active football player for the school and has demonstrated the following qualities:**

- **Leadership**
- **passion for the sport**
- **team player**
- **someone who may have struggled academically and/or personally and persevered to move forward**
- **Kindness/caring towards others**

Should this scholarship be made available to alumni? **Only to those currently graduating the year of the presenting award.**

Amount of scholarship: **\$500.00 annually**

Number of scholarships available this year: **For this scholarship: 1 for 2018, 1 for 2019.**

Contact Information: **Melonie Bell (mother to Robert Arteaga)**

Presenter's Information: **This can be a coach or whomever hands out the awards.**

Application form to be used:

- ☒ **FHS General Application**
- ☒ **Use School Deadline**
- ☐ **Use our deadline**
- ☐ **Organization's form**

Who determines recipient:

- ☒ **FHS Committee**
- ☐ **Organizations Committee**

How will scholarship be paid: **I will set up a scholarship fund through the Franklin Savings Bank, Franklin, NH**

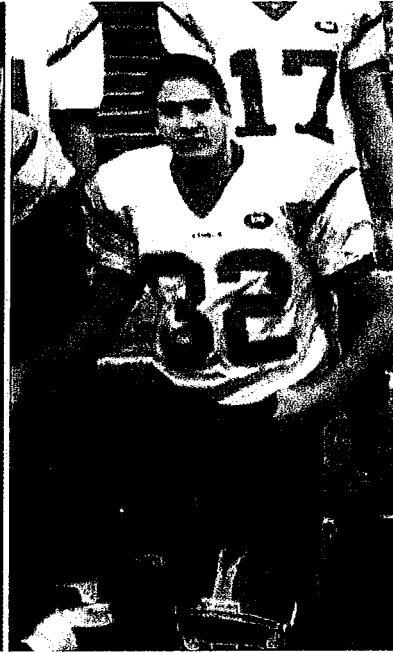
Whom do recipients thank: **The family of Robert Arteaga**

Signature: Melonie Bell

# ROBERT H. ARTEAGA

## SCHOLARSHIP FUNDRAISER EVENT

#32



#32

All proceeds will go to the "ROBERT H. ARTEAGA FOOTBALL SCHOLARSHIP FUND" and a \$500.00 scholarship will be presented at the FHS Awards Ceremony in JUNE to the selected student who meets the criteria. This is an annual scholarship that will be given each year in the memory of "Robbie", who lost his life on November 19, 2016 to an automobile accident. Robbie's passion was football~ in which he dedicated his heart to Pop Warner as a child, and throughout his high school years.

*~All scholarship funds/donations will be housed at our local Franklin Savings Bank~*

**CITY COUNCIL MEETING**  
**AGENDA ITEM VIII**





## CITY OF FRANKLIN COUNCIL AGENDA REPORT

March 2, 2020

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

**Subject:** Franklin City Council to consider setting a public hearing on Resolution #15-20. A Resolution authorizing the City Manager to file and designating same as the authorized representative for the City with respect to a NHDES, 2020 Asset Management Planning Grant in the amount of \$20,000.

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

#### **March 2, 2020:**

Councilor moves: "I move that the Franklin City Council schedule a public hearing at 6:00 P.M on Monday, April 6, 2020 in the City Council Chambers to consider passage of Resolution #15-20.

#### **April 6, 2020:**

Councilor moves: "I move that the Franklin City Council approve Resolution #15-20 by roll call vote.

### **Discussion:**

City Council passage of Resolution and #15-20 is the first step required in order to secure funding and move forward with the final application and preparation of documents in order that Governor and Council can formally proceed towards authorization of project funding for a NHDES, 2020 Asset Management Planning Grant. The grant amount of \$20,000 for the Franklin, NH Water Department. This will be the second such grant received by the City.

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. 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 cycle of the asset which the grant or loan are supporting. Currently the City Water Department has in place a "Capital Efficiency Plan" and has completed phase one of our Asset Management Plan.

**Fiscal Impact:**

As our water 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 and more important provides GIS mapping and documentation of all current above and below ground water system assets. This is a \$20,000 grant with a required City match of \$20,000. The City match is included in the fiscal year 2020 Water Department budget.

**Alternatives:**

Don't be proactive and run assets to failure. This is the wrong approach for any utility to operate. Not approving Resolutions #15-20 will result in our inability to take advantage of NHDES Asset Management Planning Grants while they are readily available. I feel it is important to move now. Current City Staff 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 dated 1/2/2020
- > Resolution #15-20



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #15-20**

A Resolution granting the City Manager the authority to file a final application under the State of New Hampshire, 2020 Asset Management Planning Grant Program AM-101" and designating an authorized representative.

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 apply for grant assistance from the State of New Hampshire, Department of Environmental Services in an amount not to exceed \$20,000 with the City providing a 100% match of \$20,000 .

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. City Manager, 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 information, data and documents pertaining to disbursements relating to the grant.
2. That the Franklin, New Hampshire City Council hereby votes to enter into grant agreement #AM-101 with the New Hampshire Department of Environmental Services to fund asset management and financial planning initiatives through this matching grant program authorizing Judie Milner, City Manager to execute any documents which may be necessary to effectuate this grant agreement.
3. That certified copies of this resolution be included as part of the final grant application.
4. That City Manager, Judie Milner is 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, City Manager.
5. 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.

**6. This Resolution is Non-Lapsing.**

**Roll Call Vote:**

**Councilor Clarenbach** \_\_\_\_\_

**Councilor Desrochers** \_\_\_\_\_

**Councilor Testerman** \_\_\_\_\_

**Councilor Dzujna** \_\_\_\_\_

**Councilor Zink** \_\_\_\_\_

**Councilor Bunker** \_\_\_\_\_

**Councilor Starkweather** \_\_\_\_\_

**Councilor Trudel** \_\_\_\_\_

**Approved:** \_\_\_\_\_  
**Mayor Anthony Guinta**

**Passed:** \_\_\_\_\_  
**Date**

**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, New Hampshire.**

**A true copy, attested:** \_\_\_\_\_  
**City Clerk**

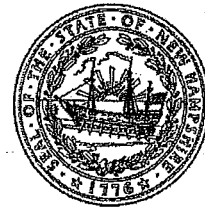
**Date:** \_\_\_\_\_





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

Robert R. Scott, Commissioner



January 2, 2020

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

Subject: 2020 Asset Management Planning Grant  
**Project# AM-101**

Dear Mr. Sullivan,

Congratulations on your successful application to the 2020 Asset Management Planning Grant Program. The Department of Environmental Services intends to award a **100% matching grant for \$20,000** 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. Please also include Exhibits A-C.
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** (this form will be provided directly by NHDES' finance office for security reasons).

Once the required paperwork is returned the process will begin for the Governor and Council's approval. **Please note that any work funded by the grant cannot be completed until after the Governor and Council's approval.** All paperwork needs to be in no later than **April 30, 2020** to assure that we get all of the proper approvals in place.

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 IX**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of March 2<sup>nd</sup>, 2020*

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**Subject: Other Business**

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- 1. Mayor: Committee Resignations/Appointments**
- 2. Committee Reports**
- 3. City Manager's Update**
- 4. Late Items**

**Non-public**

## **MAYORAL APPOINTMENTS**

### **Heritage Commission**

#### *Resignation:*

Please accept the resignation of Mike Mullavey (seat HC3), Heritage Commission.

#### *Appointment:*

"I appoint Glen Feener to the Heritage Commission (seat HC3), term of service is to January 2022."

### **Mayor's Drug Task Force:**

#### *Appointments:*

"I appoint Nancy Nimcovich to the Mayor's Drug and Alcohol Task Force. Term of service is two year to January 2022."



Michael Mullavey  
145 Prospect Street  
Franklin, NH 03235

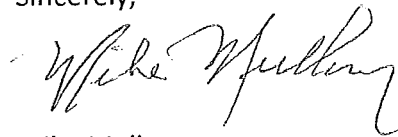
14 February 2020

Richard Lewis, Planning Director  
Planning & Zoning  
316 Central Street  
Franklin, NH 03235

Dear Dick,

Please accept my resignation from the Heritage Commission as of this date.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Mullavey".

Mike Mullavey



## CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin NH 03235

Tel: (603) 934-3900

Fax: (603) 934-7413

### PROSPECTIVE APPOINTEE PROFILE

Name: Ken Feener

Address: 70 Evergreen Ave, Franklin NH 03235  
Street Address City State Zip Code

Telephone: 603-934-3770 603-455-0591  
(Home Phone) (Work Phone) (Cell Phone) (email)

You must be a Franklin resident to sit on any board or committee within the City! If at any time you do not reside in Franklin, then you shall submit a letter of resignation for your position.

Franklin Resident: ☒ Yes For how long? 36 yrs

Employer: Norway Bank

Address: 37 Highland St Plymouth NH 03204  
Street Address City State Zip Code

Interested in appointment to: Heritage Commission (Regular Member)

Please list below any specific skills, knowledge or experience you believe to be relevant:

City Councilor - 2 yrs

Heritage Commission - Approx 4 yrs (Council Rep/Committee Member)

Zoning Board - 2+ yrs.

Please state briefly why you are interested in this Board/Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Signature

2/11/2020  
Date

Thank you for your willingness to provide us with this information.



**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
City Council Meeting March 2, 2020

**Date:** February 26, 2020

**From:** Judie Milner, City Manager

**Subject:** City Manager's Update

- 1) Contingent Grant Line Activity – \$35 t-shirt sales K9 Miller; \$8000 NH Charitable Foundation for DFC professional grant writer
- 2) Trust fund for school funding - \$69.26
- 3) Mill City Park permitting update
- 4) Next LEAN meeting – March 9<sup>th</sup> (reboot with Richard)
- 5) Departmental SWOT presentations – water/sewer
- 6) Officer Falco is now narcotics certified – congratulations!
- 7) Officer Miller is now a certified therapy dog – congratulations!
- 8) Emergency Preparedness at the Local Level – 2/5 Franklin Lodge of Elks
- 9) Meeting with Cmr Caswell (BEA) – 2/11
- 10) Land & Water Conservation Fund Grant Kick Off Meeting – 2/14
- 11) NHDOT meeting – TAP Grant – 2/18
- 12) NH Municipal Association Board of Directors – 2/21 – update on legislation; Assigned to Finance Committee (weekly meetings on Fridays in April)
- 13) CADCA required training – April 13-16, June 15-18, Sept 14-17

- 14)** MCP Boat Bash Snow Crash fundraiser – 3/7 festivities start at noon; Vulgar Brewing; Police vs Fire
- 15)** City Clerk/ Tax Collectors office closed for training Wed April 8<sup>th</sup> (Tax Collectors Workshop) & Wednesday May 6<sup>th</sup> (Clerk's Workshop)
- 16)** (1) Non Public Needed

**Non Public Suggested Motion:**

Motion to go into non-public according to RSA 91-A:3 II (L) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even when legal counsel is not present.

**Mayor calls for a second and roll call vote.**