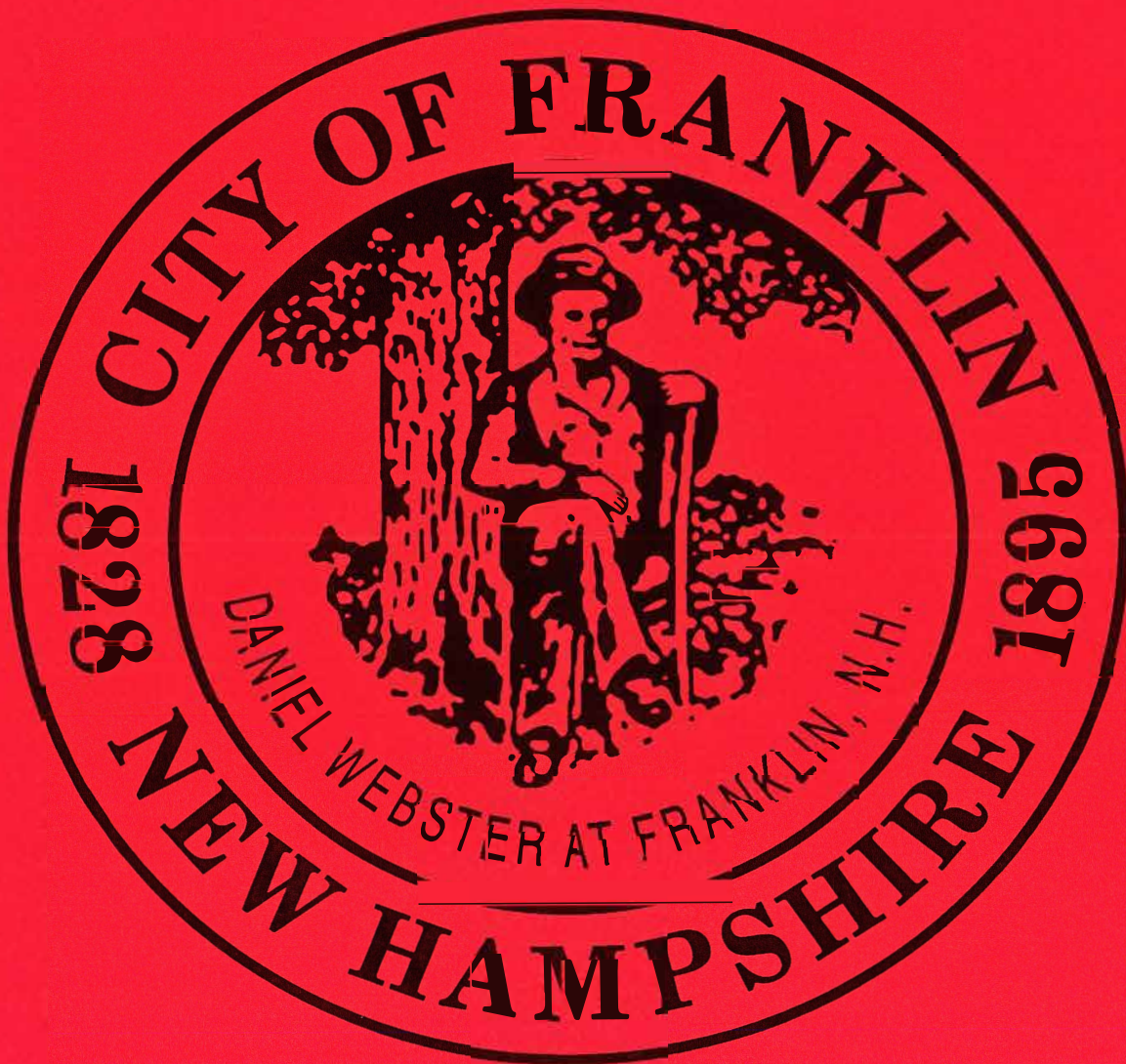
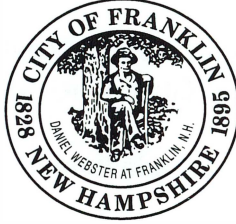


CITY OF FRANKLIN
CITY COUNCIL MEETING
October 4, 2021
6:00 P.M.





CITY COUNCIL MEETING

Monday, October 4, 2021 - 6:00 p.m.

Council Chambers, Franklin City Hall

or view only via Zoom: <https://us02web.zoom.us/j/89678534411>

or by phone: 1-312-626-6799, Meeting ID# 896 7853 4411

SALUTE TO THE FLAG

MOMENT OF SILENCE FOR OUR VETERANS

PUBLIC HEARINGS

Resolution #04-22, to accept and appropriate a \$267,790.81 Firefighters Grant for Firefighter training

Resolution #05-22, to accept and appropriate \$800,000 from a Land and Water Conservation Grant for the Whitewater Park

WELCOME MERRIMACK COUNTY SHEIFF DAVID CROFT

LEGISLATIVE UPDATE

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

CITY COUNCIL ACKNOWLEDGEMENT

MAYOR'S UPDATE

Agenda Item I.

Council to consider the minutes of the August 23, 2021 City Council Special Meeting, the minutes of the August 23, 2021 City Council Special Meeting Nonpublic Sessions (I & II), the

minutes of the August 30, 2021 City Council Special Meeting, and the minutes of the September 13, 2021 City Council Meeting

Agenda Item II.

Council to consider Resolution #04-22, a resolution to accept and appropriate \$267,790.81 from the 2020 Assistance to Firefighters Grant Program to be used for firefighter training

Item III.

Council to consider Resolution #05-22, a resolution to accept and appropriate a Land and Water Conservation Fund Grant in the amount of \$800,000 for the Whitewater Park

Agenda Item IV.

School Board Update

Agenda Item V.

Council to consider the disposition of surplus equipment

Agenda Item VI.

Council to consider approval of the Developer's Agreement with Chinberg Properties

Agenda Item VII.

Council to consider setting a public hearing on Resolution #06-22, a resolution to accept and appropriate \$906,956 for the Franklin School District

Agenda Item VIII.

Council to consider setting a public hearing on Ordinance #03-22, an ordinance to update the City's current Fireworks Ordinance

Agenda Item IX.

Other Business

1. Mayor 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. 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 October 4, 2021

Subject: Approval of Minutes

Motion: “I move that the Franklin City Council approve the minutes of the August 23, 2021 City Council Special Meeting, the minutes of the August 23, 2021 City Council Special Meeting Nonpublic Sessions (I & II), the minutes of the August 30, 2021 City Council Special Meeting, and the minutes of the September 13, 2021 City Council Meeting.”

Mayor calls for a second, discussion and the vote.



City Council Special Meeting Minutes Monday, August 23, 2021 - 6:00 p.m. Council Chambers, City Hall

Council in attendance: Interim Mayor Olivia Zink, Councilor Jo Brown, Councilor Scott Clarenbach, Councilor Bob Desrochers, Councilor Jay Chandler, Councilor Paul Trudel, Councilor April Bunker, Councilor Ted Starkweather, Councilor Testerman.

Others in attendance: City Manager Judie Milner, Finance Director Pessy Gaudette, Municipal Services Director Justin Hanscom, and members of the public.

Interim Mayor Zink called the meeting to order in Council Chambers at 6:00 p.m.

Salute to the Flag was led by Councilor Desrochers.

Agenda Item I.

City Council to consider setting a public hearing on Resolution #03-22, to accept and appropriate \$62,500 from the National Recreation and Park Association (NRPA) for youth mentoring services.

Motion – Councilor Bunker moved that the Franklin City Council schedule a public hearing on Resolution #03-22 at 6:00 p.m. on September 13th, 2021 to accept and appropriate \$62,500 from the National Recreation and Park Association to implement a program to provide mentoring services for youth in rural New England impacted by the opioid crisis.

Seconded by Councilor Desrochers.

There was no discussion.

All in favor. Motion PASSED.

Councilor Bunker read Resolution #03-22.

Agenda Item II.

City Council to discuss American Rescue Plan Act funding for projects.

City Manager Milner shared a spreadsheet with the Council that lists Franklin businesses who received CARES Act Funding in 2020 and greatly benefitted from those funds. There were 74 recipients totaling over \$3.6M provided in relief funds for Franklin.

The current relief funds fall under the American Rescue Plan (ARPA). The Council agreed to accept approximately \$909,334. Half was received this past summer and the other half will come next summer. Milner continued to explain that two other communities did not apply which means that those funds will be distributed to the communities who applied for funding.

Milner also provided and explained the ARPA At-a-Glance worksheet. It provided the guidelines to use of funds and who could be eligible to apply for the funds. Milner also explained how the funds can and cannot be used.

The State Revolving Funds Program and NH DOT have not finalized what funds they will make available to Franklin for roads or water projects. Milner stated that County funds will be available to address homelessness and other projects.

Milner suggested areas where the funds could be used.

Municipal Services Director Justin Hanscom provided an overview of the summary list of water and waste water projects by priority. Milner stated that it would be good to look at this list tonight and begin to share opinions and ideas but that final decisions do not need to be made tonight.

Members of the Council asked questions about certain projects on the list and provided their thoughts on which projects should be done first and how they could be funded. Councilor Trudel suggested the MSD Committee and the CIP Committee conduct SWAT Meetings then bring their recommendations back to the City Council.

Milner stated that the projects which retired Municipal Services Director Brian Sullivan and current MSD Director Justin Hanscom provided tonight are priorities and all eligible under the Drinking Water State Revolving Fund and Clean Water State Revolving Fund but unfortunately the City does not have the information on these funds coming from the County or the State just yet. There is still time to allow the committees to meet and review the information. There is a CIP Committee meeting due to be scheduled this year. She stated that these funds cannot be used on General Fund Items unless they would be used toward Public spaces.

Interim Mayor Zink stated that she is attending a meeting in Concord and requested that the Council send her ideas on how the County should funnel the funds down to the communities.

There was no further discussion.

Agenda Item III.

City Council to consider Accepting the Settlement Agreement with Mallinckrodt under the Opioid Lawsuit.

Milner stated that the City has been asked whether or not they will be in support of the attorney's recommendation however there are a couple of areas that the attorneys are currently ironing out. Due to timing, it is recommended to support the settlement offer otherwise if Franklin and other communities do not take action on this by supporting the attorneys then the Consortium cannot vote which could result in receiving nothing for a settlement.

Motion – Councilor Brown moved that the Council accept the Mallinckrodt Bankruptcy Settlement Offer as recommended by the City's attorney, Thomas Colantuono, as part of the National Prescription Opioids Litigation Consortium. Seconded by Councilor Trudel.

Councilor Testerman asked an [inaudible] question to the City Manager Milner. Milner replied that the City is waiting on our New Hampshire attorney's opinion on these important issues.

There was no further discussion.

All in favor. Motion PASSED.

Agenda Item IV.

City Council and Manager to Discuss Goals for Upcoming Year

City Manager Milner stated that she sent the Council a list of goals, objectives, and steps needed to reach the goals. Milner reviewed the following list with the Council: Increase Council Relations/Engagement/Communications, Increase Community Relations/Communications/Engagement, Increasing transparency, and provide better employee support. Milner reviewed this list and the steps needed to complete the goals.

The Council provided suggestions to update the list of goals. City Manager Milner was commended for the extra hours and the volunteering she provides to Franklin.

Motion – Councilor Brown moved to accept the updates list of City Manager’s list of goals. Seconded by Councilor Testerman.

There was no further discussion.

All in favor. Motion PASSED.

Agenda Item V.

Other

City Manager Milner invited the Council to the Elks at 6 p.m. on August 31st to support the Economic Development Task Force who will answer questions from the public on the status of City projects.

Councilor Trudel asked the City Council to begin discussing budget planning for the next Fiscal Year and requested a meeting be scheduled in October.

Nonpublic Session needed:

Motion to enter into Nonpublic Session was made by Councilor Brown 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 Trudel.

Roll call to enter into nonpublic:

Councilor Chandler	<u>Yes</u>	Councilor Zink	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Desrochers	<u>Yes</u>	Councilor Brown	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Starkweather	<u>Yes</u>	Councilor Clarenbach	<u>Yes</u>	Councilor Testerman	<u>Yes</u>

All in favor. Motion PASSED.

Entered into nonpublic session at 7:33 p.m. followed by a two minute break.

Motion to leave nonpublic and return to public session made by Councilor Chandler. Seconded by Councilor Trudel.

There was no discussion.

All in favor. Motion PASSED.

Public session reconvened at 7:48 p.m.

Motion to seal the minutes was made by Councilor Bunker and seconded by Councilor Trudel, because it is determined that divulgence of this information likely would affect adversely the reputation of any person other than a member of this board.

Roll call to seal the minutes:

Councilor Chandler	<u>Yes</u>	Councilor Zink	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Desrochers	<u>Yes</u>	Councilor Brown	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Starkweather	<u>Yes</u>	Councilor Clarenbach	<u>Yes</u>	Councilor Testerman	<u>Yes</u>

There was no discussion.

All in favor. Motion PASSED.

Motion to enter into nonpublic session was made by Councilor Bunker according to RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted. Seconded by Councilor Brown

Roll call to enter into nonpublic:

Councilor Chandler	<u>Yes</u>	Councilor Zink	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Desrochers	<u>Yes</u>	Councilor Brown	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Starkweather	<u>Yes</u>	Councilor Clarenbach	<u>Yes</u>	Councilor Testerman	<u>Yes</u>

All in favor. Motion PASSED.

Entered into nonpublic session at 7:50 p.m.

Motion to leave nonpublic was made by Councilor Clarenbach. Seconded by Councilor Desrochers.

There was no discussion.

All in favor. Motion PASSED.

Public session reconvened at 8:06 p.m.

Motion to seal the minutes was made by Councilor Brown and seconded by Councilor Bunker because it is determined that divulgence of this information likely would affect adversely the reputation of any person other than a member of this board.

Roll call to seal the minutes:

Councilor Chandler	<u>Yes</u>	Councilor Zink	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Desrochers	<u>Yes</u>	Councilor Brown	<u>Yes</u>	Councilor Trudel	<u>Yes</u>

Councilor Starkweather	<u>Yes</u>	Councilor Clarenbach	<u>Yes</u>	Councilor Testerman	<u>Yes</u>
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All in favor. Motion PASSED.

Motion – Councilor Desrochers moved that the Franklin City Council increase the City Manager’s salary to \$109,200 beginning from April 2021. Seconded by Councilor Trudel.

There was no discussion.

Roll call:

Councilor Chandler	<u>Yes</u>	Councilor Zink	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Desrochers	<u>Yes</u>	Councilor Brown	<u>No</u>	Councilor Trudel	<u>Yes</u>
Councilor Starkweather	<u>Yes</u>	Councilor Clarenbach	<u>Yes</u>	Councilor Testerman	<u>No</u>

Motion PASSED.

Motion to adjourn was made by Councilor Brown and seconded by Councilor Clarenbach.

There was no further discussion.

Meeting adjourned at 8:08 p.m.

Respectfully submitted,

Audrey Lanzillo

*Attachments/handouts

Cares Act Funding Received

ARPA Funding highlights and Eligible Projects

Water and Waste Water Shovel Ready Projects

City Manager list of Goals and Objectives

City of Franklin		
CARES Act Funding Received		
Total Funding = \$3,653,455.19		
Total Recipients = 74		
Recipient Name	Fund Name	Amount
A D & G FUEL CO INC.	Main Street Relief Fund	221,097.31
ACME STAPLE COMPANY INC.	Main Street Relief Fund	41,252.63
ACME STAPLE COMPANY INC.	Main Street Relief Fund	1,225.07
ALICE OGDEN	Main Street Relief Fund	3,620.93
ARIANNA'S CAFE	Main Street Relief Fund	6,034.41
ARIANNA'S CAFE	Main Street Relief Fund	2,441.62
ASPIRE PROPERTY INSPECTIONS LL	Main Street Relief Fund	678.96
AVALON ANIMAL HOSPITAL PLLC	Main Street Relief Fund	13,209.08
BACK IN TIME SOAP MAKERS	Main Street Relief Fund	915.52
BARRY'S FLOORING INSTALLATION	Main Street Relief Fund	2,061.08
BEAUCHINE AUTO SERVICE	Main Street Relief Fund	25,472.07
BENSONSSALON	Main Street Relief Fund	546.77
BLACKWATER JUNCTION	Main Street Relief Fund	32,960.83
BRENNAN ENTERPRISES GP	Main Street Relief Fund	9,625.76
CENTRAL STREET LAUNDROMAT LLC	Main Street Relief Fund	1,953.62
CENTRAL STREET SODA SHOPPE LLC	Main Street Relief Fund	31,729.26
CENTRAL STREET SODA SHOPPE LLC	Main Street Relief Fund	41,094.92
CERTIFIED MOTORCARS LLC	Main Street Relief Fund	84,930.54
CERTIFIED MOTORCARS LLC	Main Street Relief Fund	41,561.54
CHRISSY'S PAW SPA	Main Street Relief Fund	3,628.44
CHRISTINE EMERSON	Main Street Relief Fund	1,936.11
CHRISTINE MCALLISTER	Main Street Relief Fund	798.44
City Of Franklin	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	19,840.00
City Of Franklin	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	72,766.95
City Of Franklin	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	6,720.74
City Of Franklin	First Responder & Correctional Officer Incentive Stipend Program	93,628.45
City Of Franklin	Municipal & County COVID-19 Cost Reimbursement Program	206,402.00
City Of Franklin	Public School COVID-19 Support Fund	185,200.00
COLCORD AUTOBODY	Main Street Relief Fund	9,441.90
DAVID T HILL CONSTRUCTION LLC	Main Street Relief Fund	78,575.88
DAVID T HILL CONSTRUCTION LLC	Main Street Relief Fund	22,715.40

City of Franklin		
CARES Act Funding Received		
Total Funding = \$3,653,455.19		
Total Recipients = 74		
Recipient Name	Fund Name	Amount
DAVIS/HUNT LAW PLLC	Main Street Relief Fund	15,938.97
DAVIS/HUNT LAW PLLC	Main Street Relief Fund	12,530.18
DEFOSSES PLUMBING & HEATING LL	Main Street Relief Fund	9,629.54
DISCOUNT PRICE LLC	Main Street Relief Fund	82,141.83
DOG'S BEST FRIEND LLC	Main Street Relief Fund	1,092.86
Doherty Electric LLC	New Hampshire General Assistance & Preservation (GAP) Fund	18,629.45
EHG Franklin The Golden Crest	Long Term Care Stabilization Program	156,750.00
ERICKSON ELECTRIC	Main Street Relief Fund	1,716.71
FOURNIER'S BARBER SHOP	Main Street Relief Fund	70.56
Franklin Home for the Aged	Healthcare System Relief Fund	87,720.81
Franklin Opera House Inc	Live Venue Relief Program	389.50
Franklin Opera House Inc	Nonprofit Emergency Relief Fund (NERF)	18,551.25
FRANKLIN VETERINARY CLINIC LLC	Main Street Relief Fund	69,027.02
GILMAN CARPENTRY LLC	Main Street Relief Fund	31,848.75
GILMAN CARPENTRY LLC	Main Street Relief Fund	2,034.41
GRANITE STATE WINDOW CLEANING	Main Street Relief Fund	3,465.18
GRANNY JUDY'S KITCHEN LLC	Main Street Relief Fund	12,888.89
GRANNY JUDY'S KITCHEN LLC	Main Street Relief Fund	2,890.12
GREVIOR FURNITURE INC	Main Street Relief Fund	56,118.75
HealthFirst family Care Ctr	Healthcare System Relief Fund	250,000.00
IGLOBE INC.	Main Street Relief Fund	7,851.43
IGLOBE INC.	Main Street Relief Fund	1,285.28
JAMES JOSEPH LINTNER	Main Street Relief Fund	25,289.37
JAN WICKENS	Main Street Relief Fund	23,616.26
JANET C HILL	Main Street Relief Fund	2,169.06
KIRKWOOD R WEYANT	Main Street Relief Fund	118,478.65
LEFEBVRE CONSTRUCTION	Main Street Relief Fund	25,493.32
LEFEBVRE CONSTRUCTION	Main Street Relief Fund	17,740.81
Mapleshade Farm LLC	New Hampshire Agriculture COVID-19 Relief Fund	32,051.91
MICHAEL T GALVIN	Main Street Relief Fund	1,590.53
MIKE PEVINE ELECTRICAL SERVICE	Main Street Relief Fund	2,105.03

City of Franklin		
CARES Act Funding Received		
Total Funding = \$3,653,455.19		
Total Recipients = 74		
Recipient Name	Fund Name	Amount
Mill City Park	Nonprofit Emergency Relief Fund (NERF)	16,482.00
MURPHREE COMPUTER	Main Street Relief Fund	2,599.61
NEW HAMPSHIRE CLOCKS	Main Street Relief Fund	5,343.77
NORTHEAST COMMUNICATIONS CORPO	Main Street Relief Fund	73,321.89
ONSHORE ADVISORY GROUP LLC	Main Street Relief Fund	42,876.89
PAK HAD ASSOCIATES LLC	Main Street Relief Fund	350,000.00
PATRIOT FOUNDRY & CASTINGS	Main Street Relief Fund	163,517.14
PREMIUM AUDIT SERVICES LLC	Main Street Relief Fund	5,009.87
R & M INVESTMENTS CORP	Main Street Relief Fund	20,135.55
R & M INVESTMENTS CORP	Main Street Relief Fund	33,332.94
Red Oak Montessori School	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	19,861.21
Red Oak Montessori School	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	3,837.98
RENEE MAYHEW	Main Street Relief Fund	5,066.53
SEAN EFTHIMIOU	Main Street Relief Fund	4,635.12
SHAWN CONDON	Main Street Relief Fund	5,367.98
Silly Goose Day Care	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	7,521.41
Silly Goose Day Care	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	1,184.32
SOFT TOUCH NAILS AND SPA INC	Main Street Relief Fund	10,451.83
SOFT TOUCH NAILS AND SPA INC	Main Street Relief Fund	8,336.14
TIFFANYS DAY SPA LLC	Main Street Relief Fund	3,059.36
Tiny Twisters Child Care	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	15,427.84
Tiny Twisters Child Care	New Hampshire Child Care Recovery and Stabilization Program (CCRSP)	4,125.00
TJ ENTERPRISES L.L.C.	Main Street Relief Fund	2,042.88
TWIN RIVER TOOL & DIE	Main Street Relief Fund	5,094.34
VFW POST 1698	New Hampshire Veterans COVID-19 Relief and Support Fund	275,068.00
VNA of Franklin	Long Term Care Stabilization Program	86,100.00
Vulgar Brewing Company	New Hampshire General Assistance & Preservation (GAP) Fund	31,500.00
Walter F Cammack IV DC	Healthcare System Relief Fund	956.35
YDC PRECISION MACHINE INC.	Main Street Relief Fund	96,026.58
	Total	3,653,455.19

City of Franklin, NH

City Council Workshop – American Rescue Plan Act (ARPA) Funding & Eligible Projects

August 23, 2021

Background:

July 26, 2021 – City Council Workshop on ARPA; consensus to accept the City's direct allotment of approx. \$909,334 (2 tranches)

July 29, 2021 – City Manager applied for the City's allotment through NH's GOFERR website

August 18, 2021 – deadline for non-entitlement units of government to apply for ARPA Funds through GOFERR website; one community declined (\$29,732); 2 communities did not apply (totaling \$64,907)

Notes:

Uses of Funds:

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^

Uses of Funds (continued):

3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^
3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure²⁷	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

Additional Uses for Those Communities at a Disadvantage Prior to Pandemic:

i.e., those communities with qualified census tracts (both of Franklin's census tracts are QCT's)

Actual Question from Treasury Q&A

2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule's framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that "decrease[s to] a state or local government's ability to effectively administer services" can constitute a negative economic impact of the pandemic.

Ineligible Uses of Funds:

- Directly/Indirectly offsetting a reduction in net tax revenue
- Making a deposit into a pension fund
- Funding debt service
- Legal settlements or judgments
- Deposits to rainy day funds or financial reserves.

Grant Management:

Federal Rules – some apply, some do not

Does not Apply:

Cash Management

Davis-Bacon

Does Apply:

Procurement

Single Audit

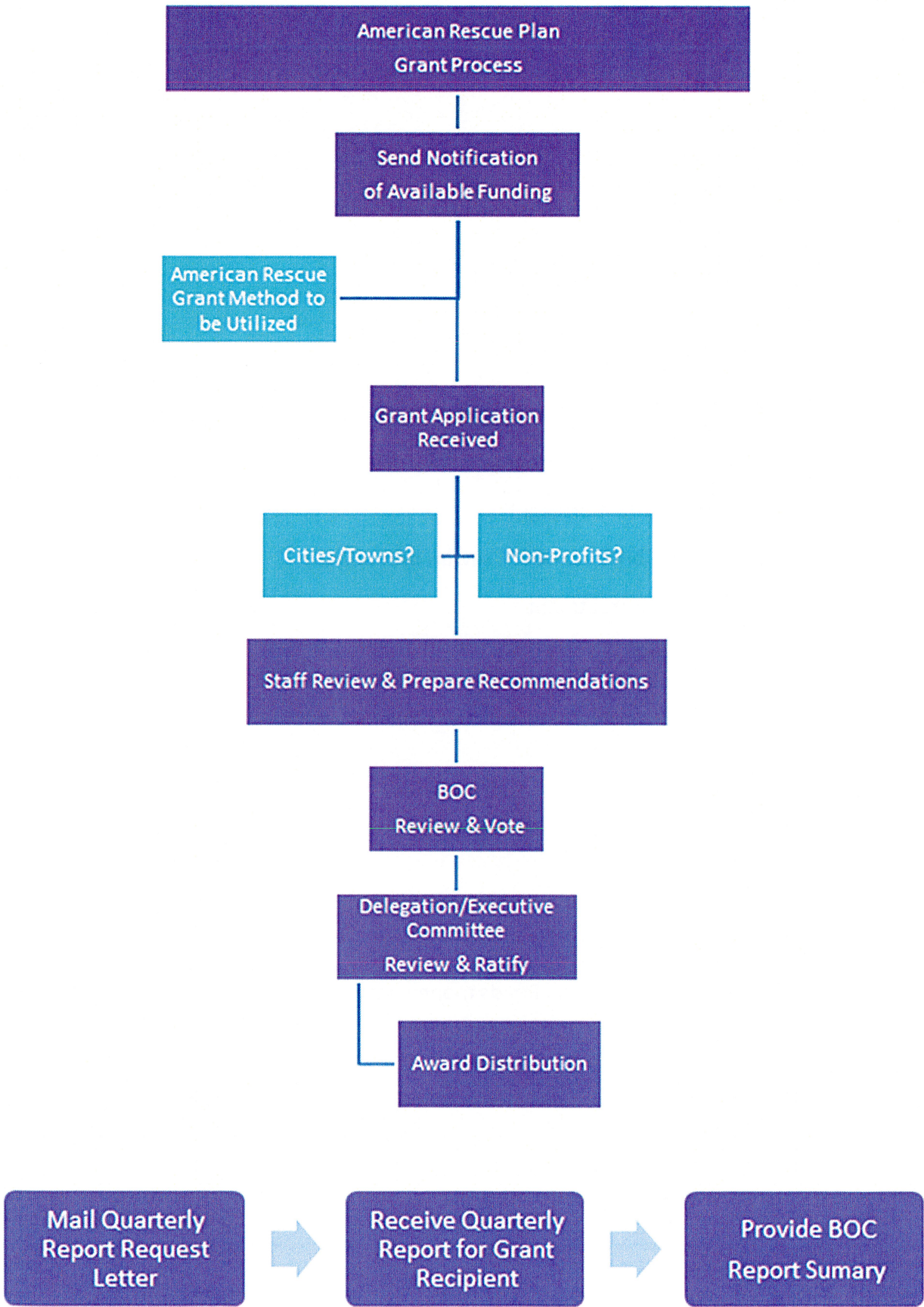
Possible Collaboration with State and County:

State – still in process of rolling out programs – nothing new at this point – current programs include:

- A. Education (including capital improvements for schools)
- B. Housing assistance (rent/mortgage)
- C. Infrastructure (roads, bridges, water, sewer, broadband)
- D. Substance use disorder treatment
- E. Mental health treatment
- F. Nutrition
- G. Childcare
- H. Utility assistance
- I. Funeral assistance (COVID-related)
- J. Restaurants/hotels/hospitality
- K. Veteran's services

Grumbings of possible State Revolving Fund and Roads money, stay tuned

County – held first informational session on 8/12, holding another on homelessness this week, money will be available for communities for projects but unsure how much and when, County process is outlined as follows:



Eligible City Projects:

Lost Revenue

Budgeted vs actual

Other projects

Broadband Ready

NH Municipal Association (NHMA) and National Collaborative for Digital Equity (NCDE) propose a partnership to do the following:

1. NDCE will assist interested NHMA members to **coordinate broadband investment planning** efforts, reducing local costs, and identifying opportunities for spurring cost-effective investments that span their region of the state.
2. NDCE will provide technical assistance to municipal leaders in all aspects of broadband investment planning, from **mapping current access** to **determining the costs** to bring fiber to the premise in unserved areas.
3. NDCE will inform NHMA members, prospective investors and broadband providers about for-profit and nonprofit provider business models that have institutionalized **affordable pricing** for low- and moderate-income (LMI) households.
4. NCDE will help develop NHMA's capacity to assist members to become **Broadband Ready**, so they're poised to take fullest advantage of the educational, economic, healthcare, civic engagement and other benefits that affordable broadband access makes possible.

Public Spaces

Mill City Park

Veteran's Memorial Ski Area

Water/Sewer

Must be eligible under state CWSRF or DWSRF guidelines

See separate list from Directors Sullivan & Hanscom



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413
cityhall@franklinnh.org

To: City Manager, Mayor and City Council:

From: Brian J. Sullivan, Director and Justin Hanscom, Deputy Director

Re: The following is an updated summary of potentially shovel ready projects, classified by division and infrastructure needs.

As a start, this is a draft work in progress that may be used by all, to add, delete, re-prioritize etc., in expectations of potential funding, low interest rate loans, matching funds and the like. There is still much uncertainty around all outside funding sources and what such funding will qualify for. If there should be various forms of infrastructure funding, these are priority infrastructure projects. Most are referenced in our updated draft "2021 City Capital Improvements Program (C.I.P.)" and have been in the "planning stage" for several years. These can be accelerated when we get a better handle on where and when outside funding may become available which at the present time is a moving target.

Date: February 15, 2021 and updated July 24, 2021

WATER and SEWER DIVISIONS

Project Description:

Sanbornton Wellfield Vacuum Line Replacement Project:

The Sanbornton Wellfield consists of 52 wellpoints and a series of vacuum lines. These vacuum lines are in failure mode and are a critical component to the pumping station as they deliver water from the well field, well points. The vacuum system water lines are now in failure mode due to age and condition and the station is shut down. This spring, the replacement of all the vacuum system lines was initiated and the project is presently underway. Should qualify

Project estimated cost is 375,000

Project Description:

Babbitt Road Booster Station, Pump and Motor Replacement Project:

This station pumps water to the Cross Street Water Tank service area and is critical to filling the tank to meet daily service demand for customer water consumption and fire protection. Both pumps and motors were delivered on site this week and replacement is presently underway. Should qualify.

Project estimated cost is \$125,000

Project 1 Description:

East and West Bow Street Water Main Replacement Project:

The East/West Bow Street water main project is recommended for improvements as a result of the Capital Efficiency Plan conducted Tata & Howard, Inc in 2015. The study identified areas of the water distribution system in need of rehabilitation, repair, or replacement. West Bow Street and East Bow Street are determined to have poor asset management ratings as well as, reports of taste and odor concerns along with a chronic break history. Both West Bow Street and East Bow Street provide service to the City of Franklin's downtown area, which has several major commercial users along with several downtown re-development projects.

1. West Bow Street – This project would replace approximately 1,700 linear feet of 8-inch diameter water main from Cheney Hill Street to Glenn Street with a new 10-inch water main.

2. East Bow Street – This project would replace approximately 1,950 linear feet of 8-inch diameter water main from Glenn Street to Central Street with a new 10-inch water main.

Note: This project needs to be partially coordinated with upgrades to the Sanitary Sewer line and subsequent Road Improvements including drainage upgrades to all disturbed areas.

Project 1 Estimated Project Cost: \$ 1,500,000

Project 2 Description:

Gilman Street/ Thunder Road Water Main Replacement Project:

The Gilman Street/Thunder Road water main project is recommended improvements as a result of the Capital Efficiency Plan conducted by the Tata & Howard study. Identified as areas of the water distribution system in need of rehabilitation, repair, or replacement, both Gilman Street and Thunder Road have been determined to have poor asset management ratings as well as reports of taste odor and fire flow concerns along with a chronic break history. This project would replace approximately 1,900 linear feet of 6-inch water main from Summit Street to Thunder Road with a new 10-inch water main as well as Gilman Street.

Project 2 Estimated Project Cost: \$ 850,000

Project 3 Description:

Salisbury Road Water Main Replacement Project:

This project would replace approximately 9,500 linear feet of 10-inch diameter water main with 12-inch water main on Salisbury Road from Thunder Road to the 500,000-gallon Salisbury Road Water Tank. This water main is also considered critical as it is the sole transmission main from the Salisbury Road Tank into rest of the City's water distribution system. Customers served by this water main have reported taste and odor as well as pressure concerns. Replacing this water main will improve the water quality for these customers and address a weak point in a major transmission line which is one of three storage tanks set at the same elevation.

Project 3 Estimated Project Cost: \$950,600

SANITARY SEWERS:

Project 4 Description:

Implement recommendations identified in the Underwood Engineering Report entitled "City of Franklin, New Hampshire Sanitary Sewer Assessment."

Sections of Sanitary Sewer line replacement in areas where high rates of Inflow and Infiltration exist, as recommended in the Underwood report. East and West Bow Street are the top priority and to be coordinated with the "East and West Bow Street Water Main Replacement Project."

Project 4 Estimated Project Cost: \$ 900,000 plus

STREETS AND SIDEWALKS:

Project 5 Description:

Install Handicap ramps at various location throughout the city. Current ramps do not meet ADA construction standards. Many of these sidewalk handicap ramps are within the urban compact. A transition plan is being developed for this project.

Project 5 Estimated Project Cost: 36 ramps at \$ 1,900 per ramp = \$68,400

Project 6 Description:

Industrial Park Road Reconstruction Project:

"Shelf drawings are in place to perform curb to curb work on approximately 2,100 linear feet of failed pavement. This project has been delayed due to lack of funding since design was completed in 2014. Pavement is in failure mode. This project when rebuilt will meet NHDOT standards.

This is the sole industrial park within the City and essential towards attracting and maintaining a stable commercial / industrial tax base.

Project 6 Estimated Project Cost: \$360,000

Project 7 Description:

Cheney Street Reconstruction Project:

including sidewalks, curbing reset and retaining wall replacement. Shelf drawings are in place to perform full depth reconstruction including partial widening, resurfacing, sidewalk and retaining wall replacement. Project is within the urban compact. Work has been delayed consistently due to lack of funding. Retaining wall is compromised due to age.

Project 7 Estimated Project Cost: \$695,000

Project 8 Description:

Prospect Street (Central St to house #485) Reconstruction Project:

including sidewalks, curbing reset, road reclamation and resurfacing. This work involves confirmation that all subsurface utilities are adequate or in need of upgrade. Work has been delayed since 2017 after successful reconstruction of 2 miles of Prospect Street in 2016. Road pavement is in failure mode. This work will complete Prospect Street RD reconstruction.

Project 8 Estimated Project Cost: \$425,000

Project 9 Description:

Daniell Bridge Replacement Project

Central Street from Main Street to Peabody Place including the Ward One Bridge deck. Cold plane full road width, crack seal, level and resurface. Project is within urban compact. The balance of Central Street resurfacing from Peabody Place to the Tilton town line was completed in 2018.

Project 9 Estimated Project Cost: \$325,000

Project 10 Description:

North and South Main Street Resurfacing Project

North and South Main Street's from Route 127 to Route 11 intersections. Cold plane full width, crack seal, level and resurface. Replace bituminous curbing as needed. Project is within the urban compact. Both roads are both in pavement failure mode. Maintenance of current pavement is

increasing due to age and traffic, resulting in significant labor and materials in order to meet demand to maintain. **Project 10 Estimated Project Cost: \$825,000**

Project 11 Description:

City sidewalk reconstruction

Remove, prepare new subbase as needed and resurface City sidewalks based on priority of highest public use. 80% of City sidewalks are in failure mode. 5,000 ton at \$150 per ton.

Project 11 Estimated Project Cost: \$750,000

Project 12 Description:

Parking lots- Keegan Lot (Central Street) and Church Street Lot

Part of Franklin's downtown re-development plan is the need for additional 24-hour parking. Both lots will need full depth / new construction.

Project 12 Estimated Project Cost: \$125,000 per Lot x 2 = \$70,000

Project 13 Description:

Daniell Bridge Replacement Project

This bridge project combined with the **Winni. River Retaining Wall, Replacement Project** is adjacent to Peabody Place. This 1938 bridge and retaining wall is ranked by the NHDOT to be in deteriorating condition. The City does not need this list on a future "NHDOT RED LIST". Central Street is within the City's urban compact. Vehicle traffic is estimated at 22,000 per day. Utilizing the NHDOT State Bridge Aid Program the City will have to contribute 25% of the total project cost. Part of this project is to remove and replace the granite block retaining wall on Peabody Place which is northwest of the bridge and is in failure mode. It makes no sense to do one project without the other as the wall undermining effects the structural integrity of the bridge. This has been combined into one project.

Project 13 Estimated Project Cost: \$3,800,000

CITY BUILDING IMPROVEMENTS

Project 14 Description:

Franklin City Hall Building Rehabilitation Project

Sprinkler system, electrical upgrades, HVAC, exterior brick pointing and slate roof replacement. Due to building age, there are many structural and life safety/ code issues that need to be attended to. This is a significant project that will require final construction drawings. This project continues to be under in City C.I.P.

Project 14 Estimated Project Cost: 3,400,000

Project 15 Description:

Franklin Police Station Communications Equipment Upgrades

Due to regulatory requirements, age of antiquated communication's equipment and other associated needs in the dispatch center there is the need to replace communications equipment. This is a regional dispatch center serving a large geographic area and deserves top priority.

Project 15 Estimated Project Cost: \$1,200,000

Project 16 Description

Generator Replacement's Babbitt Rd. and Pleasant St. Booster Water Pumping Stations

Two essential components of our water system critical infrastructure. Both booster stations pump water to two different pressure zones. Both generators are in need of immediate replacement as they are at the end of their useful life.

Project 16 Estimated Project Cost: \$120,000

City Manager			
4/2/21-4/2/22 Goals			
Goal Tracking	Goal	Objective Tracking	Objectives
1	Increase Council Relations/Engagement/Communications	A	implement quarterly council committee meetings with applicable departments
		B	RE-institute monthly council workshop meetings: at least (2) economic development Task Force updates at least (2) Departmental SWOT analysis at least (2) topic specific (i.e., ARPA funding, CIP) at least (2) budget related workshops
		C	develop excel spreadsheet to track status of council requests - attach to monthly City Manager Update or report in monthly City Council workshop
2	Increase Community Relations/Communications/Engagement	A	Implement & Maintain City social media platforms
		B	Website Scrub: Update data ADA compliant Test Useability & Update
		C	Volunteer and/or Attend at least 3 community events
		D	Hold at least 3 community focus groups
		E	Evaluate Business Friendliness: review codes for obsolete, illegal or overly restrictive codes review practices, efficiencies between P&Z and Code Enforcement
3	Increase Transparency	A	Update & Adopt Capital Improvements Plan
		B	Re-evaluate Presentation and resource sharing calculations between general and enterprise funds
4	Employee Support	A	conduct pay & classification & benefit study
		B	evaluate & implement employee training programs across departments: at least (1) safety at least (1) management at least (1) human resources
		C	Recruit new P&Z Director & MSD Director



City Council Special Meeting Minutes Monday, August 30, 2021 - 6:00 p.m. Council Chambers, City Hall

Council in attendance: Interim Mayor Olivia Zink, Councilor Jo Brown, Councilor Scott Clarenbach, Councilor Bob Desrochers, Councilor Jay Chandler, Councilor Paul Trudel, Councilor Ted Starkweather, Councilor Testerman.

Absent: Councilor April Bunker.

Others in attendance: City Manager Judie Milner, and members of the public.

Interim Mayor Zink called the meeting to order in Council Chambers at 6:00 p.m.

Salute to the Flag was led by Councilor Testerman.

Agenda Item I.

City Council to discuss the recommended change from the regulatory agencies to possible charter change language submitted by the City.

Interim Mayor Zink asked City Manager to discuss the letter received from the Attorney General's Office, the Secretary of State's Office, and City Attorney Paul Fitzgerald. Any charter language change must be reviewed by these entities prior to any changes being proposed which would then go onto the ballots for the next City election. They are ok with the changes regarding allowing the Interim Mayor the right to vote as a Councilor.

Milner further explained the response from the Attorney General's office. The incoming "Interim" Mayor would serve the current term that was left. If the outgoing Mayor left their seat with a year remaining, then the Interim Mayor would only serve the remaining term and need to run to be elected if they wanted to continue.

Milner suggested that we accept the recommended charter change language otherwise the City would not be able to meet the deadlines for making any charter language change at this year's election.

Members asked for some clarification on when a newly elected Mayor can take their oath and seat and were in agreement to accept the recommended language relating to the Interim Mayor casting a vote as a City Councilor.

Motion – Councilor Desrochers moved that the Franklin City Council modify the Charter language per the Attorney General's recommendations. Seconded by Councilor Trudel.

There was no further discussion.

DRAFT City Council Special Meeting Minutes – August 30, 2021

Page 2 of 2

Roll call:

Councilor Chandler	<u>Yes</u>	Councilor Zink	<u>Yes</u>	Councilor Bunker	<u>Absent</u>
Councilor Desrochers	<u>Yes</u>	Councilor Brown	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Starkweather	<u>Yes</u>	Councilor Clarenbach	<u>Yes</u>	Councilor Testerman	<u>No</u>

Motion PASSED.

Agenda Item II.

Other business

Councilor Desrochers stated that the Council voted to terminate the solar one & two contract last year. Desrochers requested that there be some answer by the September 13, 2021 meeting.

Desrochers also stated that the Council voted to use \$125K towards roads and sidewalks particularly not on Central Street. He requested information on the status of that also at the September 13, 2021 meeting.

There was no further discussion.

Motion to adjourn was made by Councilor Clarenbach and seconded by Councilor Starkweather.

All in favor. Motion PASSED.

Meeting adjourned at 6:12 p.m.

Respectfully submitted,

Audrey Lanzillo

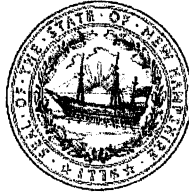
*Attachments/handouts:

- Letter sent to the Council from the Attorney General's Office regarding the recommended Charter change language.
- Meeting minutes from the June 7th, 2021 City Council meeting.

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

August 26, 2021

SENT VIA EMAIL ONLY

City of Franklin
c/o Paul T. Fitzgerald, Esq.
Wescott Law P.A.
pfitzgerald@wescottlawnh.com

Re: Franklin Charter Amendment

Dear Attorney Fitzgerald:

On July 27, 2021, the City of Franklin sought review of proposed amendments to the city charter. Pursuant to RSA 49-B:4-a, the Secretary of State, the Department of Revenue Administration, and the Attorney General's Office ("the agencies") are required to "review the proposed [...] charter amendment to insure that it is consistent with the general laws of this state." RSA 49-B:4-a, I(d).

After review, the agencies partially object to the City's proposed amendment. However, the agencies believe that non-objection can be conditioned on a minor textual amendment.

The City's proposal seeks to (1) clarify the interim mayor's voting powers and (2) state that the mayor elected at the next city election would start a two-year term. The first component appears consistent with existing law. 49-C:16 covers the manager/mayor participating in council discussions but not having the right to vote. 49-C:8 envisions a mayor selected by the council from its own members, and at least implies that the mayor may still hold title as a council member. The agencies do not object to this component of the City's proposal.

The second component conflicts with 49-C:10 concerning vacancies. The City's language calls for the interim mayor to serve until the next city election. The then-elected mayor would be sworn in for a two-year term. However, 49-C:10 states that a charter shall provide for filling a mayoral vacancy until the next election "at which time an election shall be held for the unexpired term" (emphasis added).

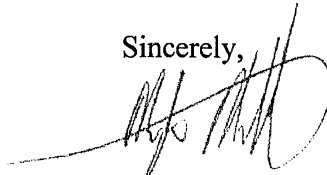
The agencies understand that Franklin has annual elections. Franklin's proposal is incompatible with 49-C:10, at least for mayoral vacancies that occur in the first year of a two-

year term, as the mayor-elect would be voted into a two-year term, rather than the unexpired term as necessitated by the statute.

This incompatibility can be fixed by amending Franklin's proposal, for example, so that the last sentence reads: "The Interim Mayor shall so serve until the next scheduled City election at which time a Mayor shall be elected to serve for the unexpired mayoral term and inaugurated as soon as practical."

Based on the foregoing, the reviewing agencies condition their non-objection to a modification of the mayoral term language consistent with the discussion above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Myles Matteson', with a long horizontal line extending to the left.

Myles Matteson
Deputy General Counsel
New Hampshire Department of Justice
(603) 271-3650
myles.b.matteson@doj.nh.gov

cc: David Scanlan, Deputy Secretary of State
Bruce Kneuer, Department of Revenue Administration
Derek Kline, Department of Revenue Administration

Chapter C. 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.

QUESTION: - To Appear on all Ballots in all Wards

"Shall we allow the Charter Revision in Chapter C, C-11. Vacancies. as shown below?"

Yes or No

Charter Revision

Under Chapter C, C-11, Vacancies. to be read as follows:

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.~~

The Interim Mayor shall retain his/her vote as a Councilor and shall exercise all general duties as Mayor but shall not have the ability to cast an additional deciding vote in the event of an equal division of the Council nor shall he/she have the authority to veto any action of the Council. The interim Mayor shall so serve until the next scheduled City Election at which time a Mayor shall be elected to serve for the unexpired mayoral term and inaugurated as soon as practical.

The above change reflects the wording from the June 7th Council meeting minutes and the letter from the Attorney General's Office dated August 26, 2021.

Roll Call:

Councilor Brown	<u>Yes</u>	Councilor Chandler	<u>Yes</u>	Councilor Testerman	<u>Yes</u>
Councilor Clarenbach	<u>Yes</u>	Councilor Desrochers	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Bunker	<u>Absent</u>	Councilor Starkweather	<u>Yes</u>	Councilor Zink	<u>Yes</u>

All in favor. Motion PASSED.

Agenda Item VIII.

Council to consider approval of Ordinance #06-21, an Ordinance which adds a new section to the Zoning Ordinance addressing Solar Energy Collection Systems.

Motion – Councilor Trudel moved that the Franklin City Council vote to adopt an amendment to Ordinance #06-21, which adds a new section to the Zoning Ordinance addressing Solar Energy Collection Systems. Seconded by Councilor Desrochers.

Councilor Desrochers requested an additional amendment to the Ordinance on page 6, item 8, #3. Desrochers requested the language be changed from “recommended” to “as required.”

Desrochers expressed concern of allowing the Special Use Exceptions in Conservation Zones and loss of conservation habitat in this City. Planning and Zoning Director Dick Lewis replied that removing the Commercial Utility Solar language would make the Ordinance too restrictive therefore causing the Ordinance to go back to the Planning Board for a new public hearing. If the Council wishes to remove Commercial Solar in Conservation zones, Lewis recommends approving this Ordinance tonight and bringing it back again for further review and possible updates. Desrochers disagreed and stated that there is time before the moratorium expires to make the language changes and hold a public hearing.

Testerman recommends removing the language and bring it back to public hearing. Trudel would like to have something on the books rather than nothing at all. Brown agreed with Councilor Trudel. Chandler asked if the non-glare language was part of the Ordinance. Lewis replied there is language that states non glare panels under commercial use.

Reference Ordinance #06-21, passed on June 7, 2021 by the City Council.

Roll call:

Councilor Brown	<u>Yes</u>	Councilor Chandler	<u>Yes</u>	Councilor Testerman	<u>Yes</u>
Councilor Clarenbach	<u>Yes</u>	Councilor Desrochers	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Bunker	<u>Absent</u>	Councilor Starkweather	<u>Yes</u>	Councilor Zink	<u>Yes</u>

All in favor. Motion PASSED.

Agenda Item IX.

Council to consider the Charter change language.

Motion – Councilor Desrochers moved that the Franklin City Council approve the following Charter change under Chapter C, C-11, Vacancies to be read as follows: The Interim Mayor shall retain his/her vote as a Councilor and shall exercise all general duties as Mayor but shall not have the ability to cast an additional deciding vote in the event of an equal division of the Council nor shall he/she have the authority to veto any action of the Council. The Interim Mayor shall so serve until the next scheduled City election at which time a Mayor shall be elected for a two-year term and inaugurated as soon as possible. Seconded by Councilor Starkweather.

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

Seven in favor. One opposed. Motion PASSED.

Agenda Item X.

Council to consider waiving vendor fees for the Farmer's Market at Marceau Park and for Winni River Day in Trestle View Park and Mill City Park.

Motion – Councilor Trudel moved that the Franklin City Council waive the vendor fees for the Farmers Market at Marceau Park. Seconded by Councilor Clarenbach.

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

All in favor. Motion PASSED.

Motion – Councilor Trudel moved that the Franklin City Council waive the vendor fees for the Winni River Day in Trestle View Park and Mill City Park. Seconded by Councilor Desrochers.

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

All in favor. Motion PASSED.

Agenda Item XI.

- 1. Committee Reports – none**
- 2. City Manager's Update provided by City Manager Milner**
 - a. Contingent Grant Line Activity for this month was in receipt of \$4,300 from the state of NH for Fire Radio Reprogramming. An additional \$400 was received for the beautiful kayak flowers. Milner thanked all of the volunteers who helped put them together.
 - b. The Trust Funds for School funding is at \$146.04
 - c. Milner congratulated the Fire Department and Municipal Services Water Department for the ISO Public Protection Classification in Franklin which has increased. This means lower insurance premiums for the residents.
 - d. Webster Lake will be treating milfoil in Chance Pond on June 17th. There will be NO SWIMMING signs posted in those areas for six hours following treatment.
 - e. Welcome Fire Department Secretary Nicole Havey and Planning and Zoning Director Seth Creighton who is joining our staff on June 28th.



City Council Special Meeting Minutes Monday, September 13, 2021 - 6:00 p.m. Council Chambers, City Hall

Council in attendance: Interim Mayor Olivia Zink, Councilor Jo Brown, Councilor Scott Clarenbach, Councilor Bob Desrochers, Councilor Jay Chandler, Councilor Paul Trudel, Councilor Ted Starkweather, Councilor Testerman.

Absent: Councilor April Bunker.

Others in attendance: City Manager Judie Milner, and members of the public.

Interim Mayor Zink called the meeting to order in Council Chambers at 6:04 p.m.

Salute to the Flag was led by Councilor Brown.

MOMENT OF SILENCE FOR OUR VETERANS

Councilor Desrochers requested a moment of silence to honor Joseph Belliveau who graduated from Franklin High School then went on to serve with the United States Coast Guard from 1952-1956.

A moment of silence was also requested for Richard Gosselin who graduated from Franklin High School and worked for PCC for 43 years. Gosselin also served as a City Councilman and was a member of the New Hampshire National Guard 197th Artillery Battalion.

A moment of silence commenced in their honor.

PUBLIC HEARINGS

Resolution #03-22, to accept \$62,500 from the National Recreation and Park Association to implement youth mentoring services.

The public hearing opened at 6:05 p.m.

Interim Mayor Zink asked if anyone had any comments. There was none.

The public hearing on Resolution #03-22 closed at 6:06 p.m.

LEGISLATIVE UPDATE

Representative Dave Testerman stated that Legislation is open and Redistricting is underway.

COMMENTS FROM THE PUBLIC

Ward 3 resident Leigh Webb stated that veteran Neil Martin had recently passed away at 100 years old. The Franklin High School Foot Ball field was named after Mr. Martin's brother, Roger S. Martin. The Martin family is in the process of creating a memorial for their family at the Franklin Historical Society Museum.

Mayor's Drug Task Force Coordinator provided the Council with information on the upcoming Franklin Fall Fest on October 23rd.

CITY COUNCIL ACKNOWLEDGEMENT

Councilor Brown stated that the Manufacturing Program has been moving along at the High School and it is very exciting to see and be a part of it.

Councilor Trudel thanked Jack Benson for organizing the Information Session for the public at the Elks recently. Trudel suggested holding these sessions at least once a year.

MAYOR'S UPDATE

Interim Mayor Zink provided an update on ARPA Funds and that she will be attending a meeting in Concord to understand and share ideas on how the County should spend the ARPA Funds.

Zink also informed the Council that she attended the Mayoral Meeting to hear from the other Mayors about the Legislative sessions and what is most important to them which were the Downshifting of retirement costs, Education funding, and affordable housing.

Agenda Item I.

Council to consider the approval of Resolution #03-22 to accept and appropriate \$62,500 from the National Recreation and Park Association (NRPA) to implement youth mentoring impacted by the opioid crisis.

Motion – Councilor Clarenbach moved that the Franklin City Council accepts \$62,500 from the National Recreation and Park Association to implement a program to provide mentoring services for youth in rural New England impacted by the opioid crisis, authorize the City Manager to sign the memorandum of Understanding, and adopt Resolution #03-22 by a roll call vote.

Seconded by Councilor Starkweather.

Councilor Chandler	<u>Yes</u>	Councilor Zink	<u>Yes</u>	Councilor Bunker	<u>Absent</u>
Councilor Desrochers	<u>Yes</u>	Councilor Brown	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Starkweather	<u>Yes</u>	Councilor Clarenbach	<u>Yes</u>	Councilor Testerman	<u>Yes</u>

All in favor. Motion PASSED.

Agenda Item II.

Council to consider the minutes of the July 26, 2021 City Council Special Meeting, the minutes of the July 26, 2021 City Council Special Meeting Nonpublic Sessions (I, II, III), and the minutes of the August 2, 2021 City Council Meeting.

Motion - Councilor Brown moved that the Franklin City Council approve the minutes of the July 26, 2021 City Council Special Meeting, the minutes of the July 26, 2021 City Council Special Meeting Nonpublic Sessions (I, II, III), and the minutes of the August 2, 2021 City Council Meeting. Seconded by Councilor Trudel.

Councilor Starkweather requested the name of the veteran, Larry Hennessey, be added to his comments on page 2 of 9 of the August 2, 2021 City Council meeting.

There was no further discussion.

All in favor. Motion PASSED.

Agenda Item III.

School Board Update.

Superintendent Dan LeGallo provided information that is required to obtain ESSER Grant funds. He stated that students were doing very well adjusting to returning back into classroom. LeGallo shared the Portrait of a Graduate Program action plan with the Council. A grant will be used to roll the program out.

LeGallo informed the Council that the Manufacturing program was going well and there is an event tomorrow night for the students, parents and manufacturers. The Town of Andover is looking at other districts to send their students to and Franklin is one of several they are considering.

Council members thanked LeGallo for his continued forward movement with the Manufacturing Program and also for getting the students back in the classroom.

Agenda Item IV.

Peabody Home Progress Update presented by Chris Seufert and Howie Chandler.

Chris Seufert, President of the Board of Managers for Peabody Place stated that the Peabody Home name has changed to Peabody Place. He offered the Council a tour of the facility. Seufert requested the Council's opinions on how best to operate as a non-profit and would like

to meet every month or every other month to share ideas. He further explained the additional uses of this new facility.

Howie Chandler, Peabody Place Executive Director stated that there is no entrance fee as the goal is to keep it affordable. Chandler explained that another money saver is by forgoing the facilities nursing home license which brings a high expense of keeping nurses on staff. The new “advanced assisted living model” will offer memory support, assisted living, and independent living.

John Benham, Peabody Place Board Member and family member resident thanked the Council and the City for their continued partnership and looks forward to their continued future together.

Agenda Item V. – this agenda item was postponed to the October 4, 2021 City Council meeting.

Council to consider approval of language in the developer’s agreement with Chinburg Properties.

Agenda Item VI.

Council to consider a date to Canvass the Votes

Motion – Councilor Trudel moved that the Franklin City Council set the date to Canvas the Votes from the City Election on 10/12/2021 at 6 p.m. Seconded by Councilor Starkweather.

There was no discussion.

All in favor. Motion PASSED.

Agenda Item VII.

Council to consider setting a public hearing for Resolution #04-22 to accept and appropriate \$243,446.19 from the 2020 Assistance to Firefighters Grant to be used toward firefighter training.

Motion – Councilor Trudel moved that the Franklin City Council set a public hearing date for 6:00 p.m. on October 4, 2021, for Resolution #04-22, authorization to accept and appropriate grant funds in the amount of \$267,790.81 from the 2020 Assistance to Firefighters Grants. To be read in title only.

Seconded by Councilor Desrochers.

Councilor Testerman stated that the amount shown on the agenda was different than the amount stated in the motion. City Manager Milner replied that there was a change after the

agenda was created and that Councilor Trudel read the motion for the correct amount; \$267,790.81.

There was no further discussion.

All in favor. Motion PASSED.

Agenda Item VIII.

Other Business

1. Appointments/Resignations:

- I. Interim Mayor Zink accepted the resignation of Michael Mullavey Jr. from the Conservation Commission (seat #CC1).
- II. Zink re-appointed Julie Buker to the Trustees of the Trust Funds (seat #TT3), term of service is 3-years to September 2024.
- III. Councilor Desrochers moved that the Franklin City Council accept the resignation of Jeff Dickinson (regular seat #ZBA5) from the Zoning Board of Adjustments effective as of August 4, 2021. Seconded by Councilor Clarenbach.
- IV. Councilor Desrochers moved that the Franklin City Council accept the resignation of Cecile Cormier (alternate seat #ZBA7) from the Zoning Board of Adjustments and move to appoint Cecile to (Regular Seat #ZBA5), term of service is to January 2023. Seconded by Councilor Trudel.
- V. Councilor Desrochers moved that the Franklin City Council appoint Debbie Davis to the Zoning Board of Adjustments (regular seat #ZBA2), term of service is to January 2024. Seconded by Councilor Clarenbach.

Interim Mayor asked if there was any discussion on these appointments and resignations. There was none. **All in favor. Motion PASSED.**

2. Committee Reports:

- I. A Legislative Committee update was provided by Councilor Trudel. Trudel stated that the committee met on August 25th and discussed the Veterans Tax Credit, the Fireworks/Noise Ordinance. The committee's consensus on the Veterans Tax Exemptions was to leave the current tax credits the same and not make any changes so to avoid the use of a sliding scale be misconstrued or compared with their value of service which is invaluable.
Recommended changes to the Fireworks/Noise Ordinance will be proposed at an upcoming Council meeting along with some statistics from the Police Department.

3. City Manager's Update:

- I. Contingent Grant Line Activity – \$250 was received for Recreation Scholarships, \$100 in flower donations, \$50 for the Mayor's Drug Task Force, and \$1,077.37 for the State of NH Sex Offender Compliance Check Grant.
- I. The Trust Fund for School Funding is at \$146.04
- II. Welcome aboard Justin Hanscom, Municipal Services Director!

- III. Retirement – Congratulations & Best Wishes Deb Kulacz Finance Assistant for (over 30+ years with the City) and Congratulations to retired Municipal Services Director Brian Sullivan.
- IV. National Night Out was held on 8/3. Milner gave a shout out to Kandyce Tucker, Interim Mayor Zink, and Chief Goldstein for helping to make this a very successful event.
- V. Thank you Jack Benson for organizing the Economic Task Force meeting for the community on 8/31 at the Elks. A lot of social media was discussed and rumors were addressed.
- VI. Milner also gave a shout out to the Northern Rail Trail for making the Rails to Trails Conservancy 2021 Hall of Fame Finalist (1 of 3).
- VII. The Next City Council Workshop Meeting – there will be no workshop meeting on September 27th in deference to Choose Franklin's Candidate's Forum on September 20th.
- VIII. The City's Media Connections for the month were with WMUR, Laconia Daily Sun, and Union Leader.
- IX. Mill City Park Update – Social Media Buster is that the City didn't run out of money and we didn't find some money in the river.
- X. Downtown Merchants Group is organizing a Franklin Falls Holiday Stroll on 12/3.
- XI. 10 digit dialing will be in effect on October 24th, 2021
- XII. The City Clerk's Office will be closed for the October 5th election.
- XIII. City Manager upcoming vacation days are planned for 9/17, 9/23, and 9/24. Finance Director Gaudette will be the point person.
- XIV. Milner invited the Council to the City's Annual Employee BBQ on September 21st, 2021.
- XV. The Police Committee Meeting will be held on 9/15 and the Parks and Rec Committee will meet on 9/21.

4. Late Items.

Milner stated that the Solar One and Two contracts were currently under review with the City Attorney.

Milner also shared minutes from the October 5th, 2020 meeting regarding the \$125,000 that would be used for streets and sidewalks in the outlining district. She provided suggestions in other areas where these funds could be used.

Councilor Testerman asked City Clerk Gargano if she could update the information on the City Clerk's website regarding elected officials' seats that appear open but are not. Clerk Gargano replied that she would make the updates.

The Council agreed to allow the CIP Committee and the other committees to meet and then come back together to discuss the critical issues of roads and other projects. It makes sense for them to do that and then return with their review and recommendations of the City's priorities. The Council can then provide the City Manager with direction.

Councilor Starkweather requested that new microphones be purchased.

Motion to adjourn was made by Councilor Starkweather and seconded by Councilor Brown.

The meeting adjourned at 7:17 p.m.

Respectfully submitted,

Audrey Lanzillo

CITY COUNCIL MEETING

AGENDA ITEM II



CITY OF FRANKLIN COUNCIL AGENDA REPORT

City Council Meetings of September 13, 2021 and October 4, 2021

From: Michael Foss, Fire Chief/EMD

Subject: Franklin City Council to consider adoption of Resolution #04-22, authorization to accept and appropriate grant funds in the amount of \$267,790.81 from the **2020 Assistance to Firefighters Grants**.

Recommended Motions:

September 13, 2021

"I move the Franklin City Council set a public hearing date for 6:00 p.m. on October 4, 2021, for Resolution #04-22, authorization to accept and appropriate grant funds in the amount of \$267,790.81 from the **2020 Assistance to Firefighters Grants**."

Mayor calls for a second, discussion, and vote.

October 4, 2021

"I move that the Franklin City Council adopt Resolution #04-22, to accept and appropriate grant funds, in the amount of \$267,790.81 from the **2020 Assistance to Firefighters Grants** program; and to authorize the City Manager to execute all necessary documents related to the grant program."

Mayor calls for a second, discussion, and roll call vote.

Background: Over the last several years, and last year specifically, there has been a shortage of adequate training opportunities for firefighters across the State of New Hampshire. Firefighter training at the basic and advanced levels has been limited. The Lakes Region Mutual Fire Aid, led by Franklin Fire Department's Deputy Hall, wrote a grant to address this at a regional level. Regional Grants have the best opportunity for funding approval.

All of the departments in the Lakes Region will have access to this training, however, only 21 departments will have priority access and the ability to apply for payroll reimbursement. As a result, we can send our firefighters to this training at no cost to the City of Franklin.

The Grant covers the following items:

- Cost of training materials
- Instructor Fees
- Student payroll, overtime, and backfill costs
- Administration costs (reimbursement)

The Management of the grant will be done by the City of Franklin with the administrative costs incurred being reimbursed through the grant. The Grant program will consist of at least 6 different classes over a two-year period.

Fiscal Impact: The City of franklin will receive an administrative fee from the grant to act as fiscal agent similar to the MMRS grant the finance office currently administers. Otherwise, no foreseen financial impact will result during this grant. All matching funds will be provided by the Lakes Region Mutual Fire Aid to the City of Franklin. The commitment of up to \$27,000.00 is defined in the attached MOU with the Lakes Region Mutual Fire Aid.

Alternatives: The alternative to accepting this grant is having under trained staff or training staff at significant cost for overtime and backfill. Additionally, the region will suffer due to the lack of adequately trained firefighters in the pool of applicants for current and future employment opportunities.

Attachments: Resolution #04-22
Lakes Regional Mutual Fire Aid MOU



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin, NH 03235

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

RESOLUTION #04-22

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2022.

In the year of our Lord, Two Thousand Twenty,

WHEREAS, the City of Franklin has a default budget for Fiscal Year 2022 which began July 1, 2021, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the Fire Department in conjunction with Lakes Region Mutual Fire Aid sought and received a federal grant called 2020 Assistance to Firefighters totaling \$267,790.81, \$243,446.19 federal and \$24,344.62 match for the purpose of fire training, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands that the grant requirements will be fulfilled in a joint effort by several of the 37 communities served by the Lakes Region Mutual Fire Aid, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands that the City will serve as fiscal agent for the grant and receive an administration fee from the grant for the service, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands that the required grant match funding of \$24,344.62 will come from Lakes Region Mutual Fire Aid, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to accept and appropriate the grant, **Now**,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, October 4, 2021 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 04-22 accepting the 2020 Assistance to Firefighters grant in the amount of \$267,790.81, authorizing the City Manager to execute all necessary paperwork and authorizing an increase in FY2022 revenues:

Grant Revenue – 2020 Assistance to Firefighters Acct. No. 14-4-000-33111-457 – Two Hundred Forty Three Thousand Four Hundred Forty-Six dollars and 19 cents (\$243,446.19),

Donations – 2020 Assistance to Firefighters Acct No. 14-4-000-35085-457 – Twenty Four Thousand Three Hundred Forty-Four dollars and 62 cents (\$24,344.62),

And an increase in FY2022 expenditure accounts,

Professional Development – 2020 Assistance to Firefighters Acct No. 14-4-000-40290-457 Two Hundred Sixty Seven Thousand Seven Hundred Ninety dollars and 81 cents (\$267,790.81)

By a roll call vote.

Roll Call:

Councilor Chandler _____ Councilor Desrochers _____ Councilor Bunker _____

Councilor Brown _____ Councilor Testerman _____ Councilor Trudel _____

Councilor Clarenbach _____ Councilor Starkweather _____ Councilor Zink _____

Approved: _____

Interim Mayor

Passed: _____

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

A true copy, attested: _____

City Clerk

Date: _____

Memorandum of Agreement (MOA)

The Lakes Region Mutual Fire Aid (herein referred to as the "LRMFA") and the City of Franklin Fire Department (herein referred to as the "Grantee") agree to administer funding of the Fiscal Year (FY) 2020 Assistance to Firefighters Grants (herein referred to as LRMFA) in the manner detailed within this Memorandum of Agreement.

The "Grantee", as the grant award recipient, is responsible for the overall direction and assignment of all "LRMFA" grant funded activities. Some of these activities may be assigned to the "LRMFA". When the "LRMFA" is assigned grant funded activities, the "LRMFA" is eligible for reimbursement directly from the "Grantee", pending the submission of appropriate documentation, approval from the "Grantee", and in accordance with the grant award requirements. This agreement may be modified by written mutual agreement of the parties. This agreement shall remain in effect until the grant period has expired.

The "LRMFA" is responsible for:

- Participating in specified "Grantee" assigned activities as per the final grant agreement;
- Documenting specified "Grantee" assigned activities in accordance with the grant agreement using the attached Overtime form;
- Submitting reimbursement requests supported by documentation to the "Grantee";
- Any costs related to activities that are not previously approved by the "Grantee", that exceed any previously approved amount, or that are deemed ineligible per the grant agreement.

The "Grantee" is responsible for:

- Reimbursing the "LRMFA" for "AFG" approved grant related activities that are supported by proper documentation and approved by the "Grantee";
- Coordination of activities as specified in the "AFG" and outlined in the application and grant award documentation;
- Reviewing and approving all reimbursement requests submitted by the "LRMFA" or member agencies of the "LRMFA";
- Ensuring that submitted reimbursements have been approved by the "AFG";
- Providing notification to the "AFG" and "LRMFA" of any documentation deficiencies and the steps necessary to resolve the issue.

This agreement guarantees payment to the "Grantee" from "LRMFA" not to exceed the amount of \$27,000.00. Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the Grantee of the City of Franklin Fire Department (the "Grantee") and the Lakes Region Mutual Fire Aid (the "LRMFA") agree to administer funding of the Fiscal Year (FY) 2020 Assistance to Firefighters Grants in the manner detailed within this Memorandum of Agreement.

Either the "Grantee" or the "LRMFA" may terminate this agreement at any time prior to the "Grantee" accepting any funds from the "AFG".

City of Franklin Fire Department

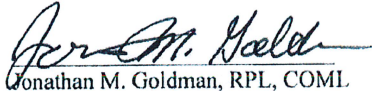


Michael Foss
Chief/EMD
Franklin Fire Department

2/11/21

Date

Lakes Region Mutual Fire Aid Representative



Jonathan M. Goldman, RPL, COML
Chief Coordinator
Lakes Region Mutual Fire Aid

2/11/21

Date

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

In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, October 4, 2021 at 6:00 p.m. in Council Chambers at Franklin City Hall regarding Resolution #04-22, to accept and appropriate \$267,790.81 from the 2020 Assistance to Firefighters Grant Program to be used for firefighter training.

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

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

CITY COUNCIL MEETING

AGENDA ITEM III



CITY OF FRANKLIN COUNCIL AGENDA REPORT

City Council Meetings of October 4, 2021

From: Judie Milner, City Manager
Subject: Resolution 05-22 to accept, appropriate and authorize City Manager to execute all documents for the Land & Water Conservation Fund grant for White Water Park Construction

Recommended Motion:

Councilor moves, "I move that the Franklin City Council vote to adopt Resolution 05-22, which accepts \$400,000 grant funds from the New Hampshire Department of Natural and Cultural Resources, through the National Park Service, appropriates the grant funds as a non-lapsing appropriation and authorizes the City Manager to sign and take action on all relevant documents pertaining to the administration of this grant."

Mayor calls for second, discussion and roll call vote.

Discussion:

The City received word in September that we were successful in our Land and Water Conservation Fund application for grant funds to help support the construction of the in-water feature and improvements at Trestle View Park. These grant funds are flowing into the City from the US National Park Service through the New Hampshire Department of Natural and Cultural Resources, and the Division of Parks and Recreation. The grant award is for \$400,000 and there is a required match of \$400,000. The match is being provided through Community Development Finance Authority Tax Credits, received and appropriated through resolution 04-20, and Franklin Falls Mixed Use Tax Increment Financing District Amendment 1, authorized and appropriated through resolution 06-20. Both match resolutions are non-lapsing; therefore, only the grant portion of the funds need to be appropriated through this resolution 05-22.

Concurrences and Fiscal Impact:

The City Council supported the submission of the grant application on November 2, 2020. No funds from the current tax base supporting the general fund will be used for this grant/project.

Attachments:

Resolution 05-22
Grant Award Email
Excerpt of 11/2/20 City Council Minutes



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

316 Central Street
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(603) 934-3900
fax: (603) 934-7413

RESOLUTION #05-22

A Resolution Relating to a supplemental appropriation for Fiscal Year 2022.

In the year of our Lord, Two Thousand Twenty-One,

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2022 beginning July 1, 2021, **and**;

WHEREAS, the City Council of the City of Franklin recognizes that a Memorandum of Agreement was signed between the City of Franklin and the nonprofit Mill City Park at Franklin Falls, **and**;

WHEREAS, the City Council of the City of Franklin recognizes the recent efforts to improve the economic and residential viability of the downtown and the need to continue with additional progress, **and**;

WHEREAS, the City has been awarded a grant of \$400,000 from the New Hampshire Department of Natural and Cultural Resources, through the National Park Service to support the in water construction in the Winnepesaukee River for the white-water park, **and**;

WHEREAS, matching funds in the amount of \$400,000 are coming from the following non-lapsing appropriations: CDFA Tax Credits appropriated under resolution 04-20 & Franklin Falls Mixed Use Tax Increment Financing District Amendment 1 appropriated under resolution 06-20 for a total project funding of \$800,000, **now**;

THEREFORE, BE IT RESOLVED, *that at their regularly scheduled meeting of the City Council on Monday, October 4, 2021, the City Council of Franklin New Hampshire does hereby vote to adopt resolution 05-22, accepting grant funds from the New Hampshire Department of Natural and Cultural Resources, through the National Park Service, as a non-lapsing appropriation and authorize the City Manager to sign and take action on all relevant documents pertaining to the administration of this grant.*

An Increase in Revenues:

Federal Grant Revenue – White Water Park Acct. No. 01-9-014-33110-437 – Four Hundred Thousand Dollars (\$400,000),

An Increase in Expenditures:

Economic Development – White Water Park Acct. No. 01-6-511-40335-437 – Four Hundred Thousand Dollars (\$400,000),

By a roll call vote.

Roll Call:

Councilor Bunker	_____	Councilor Desrochers	_____	Councilor Starkweather	_____
Councilor Brown	_____	Councilor Chandler	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Testerman	_____	Councilor Zink	_____

Approved: _____
Mayor

Passed: _____

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

A true copy, attested: _____
City Clerk

Date: _____

Agenda Item IX.

Council to consider approval of an order pursuant to RSA 155B for 90 Pleasant Street.

Motion – Councilor Zink moved that the Franklin City Council move forward with an order pursuant to RSA 155B for 90 Pleasant Street in the interest of public safety and health and authorize the Mayor to execute the order on behalf of the City.

Seconded by Councilor Dzujna.

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

Roll call:

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

All in favor. Motion PASSED.

Agenda Item X.

Council to consider the City Manager to apply for a Land and Water \$400K Grant for Mill City Park.

Motion – Councilor Desrochers moved that the Franklin City Council authorize the City Manager to apply for a \$400,000 grant through Land & Water Conservation Fund for the construction of water features in the river at Mill City Park.

Seconded by Councilor Starkweather.

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

Roll Call:

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

All in favor. Motion PASSED.

Agenda Item XI

Other Business

1. Mayoral appointments:

- a. Mayor Giunta appointed Eric Lessard to the Mayor's Drug and Alcohol Task Force. Term of service is two years to January 2022.
- b. Mayor Giunta appointed John Neff to the Mayor's Drug and Alcohol Task Force. Term of service is two years to January 2022.

City Manager

From: Gegas, Vasilios (Bill) <vasilios.n.gegas@dncr.nh.gov>
Sent: Wednesday, September 15, 2021 9:56 AM
To: DNCR: Land & Water Conservation Fund
Cc: Feldbaum, Eric
Subject: LWCF GR31 Proposals Approved by NPS (State contracts pending)

Importance: High

Hello again, everyone!

This time I come to you bearing news of progress! Yesterday NPS released the approvals of all of NH's local LWCF projects that were submitted under Grant Round 31. It may have been cutting it a little too close for comfort, but we'll take it. This means that the Federal/State grant agreements have been finalized and the program funds have been obligated to your specific grant projects. We are now working on completing and releasing the State/Local sub-grant agreements for your signatures. The period of performance assigned to each project is **10/1/2021 – 9/30/2024**. Remember that project costs incurred prior to this period are not eligible for reimbursement. Before the end of September, we'll be contacting all of you individually with further instructions and grant documents.

Please let us know if you have any questions.

Thank you for your patience, and keep your eyes on the prize!

Sincerely,

Bill Gegas, LWCF Program Specialist
State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301-5767
(603) 271-3035 phone
(603) 271-3553 fax
www.nhstateparks.org

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

In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, October 4, 2021 at 6:00 p.m. in Council Chambers at Franklin City Hall regarding Resolution #05-22, to accept and appropriate a Land and Water Conservation Fund Grant in the amount of \$800,000 for the Whitewater Park.

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

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

CITY COUNCIL MEETING

AGENDA ITEM IV



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of October 4, 2021

Subject:

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

CITY COUNCIL MEETING

AGENDA ITEM V



CITY OF FRANKLIN, NEW HAMPSHIRE COUNCIL AGENDA REPORT

City Council Meeting October 4, 2021

From: Justin Hanscom, Municipal Services Director

Subject: City Council to consider the disposition of City Surplus Equipment

Recommended Motion(s):

"I move that the Franklin City Council authorize the Municipal Services Director to sell, for the best possible price, vehicles and equipment as itemized on the proposed "Fall 2021, Municipal Services Department, Surplus Equipment Disposition List".

Mayor calls for second and the vote:

Discussion:

Annually, the City of Franklin participates in the State of New Hampshire Surplus Property Auction, as well as other means available, to sell various pieces of used/obsolete City owned equipment and vehicles. Included with this Council Agenda Report is a "Fall 2021, Municipal Services Department, Surplus Equipment Disposition List". The attached list contains items recommended for disposition using the best available method and sources of advertisement in order to maximize revenue from sales.

Concurrences:

Disposition of City surplus equipment must be authorized by the City Council. Historically, authority has been granted to the Municipal Services Director to oversee the sale of surplus City equipment, once approved.

Fiscal Impact:

The City Council may consider designating funds generated from the sale of items sold, into various revenue lines within the City Budget or as discussed on previous occasions by the City Council, place the revenue into a "Municipal Services Department, Equipment Replacement Fund". Proceeds generated for any non-general fund equipment (i.e. water and sewer fund) item's, would be deposited into the appropriate enterprise fund as revenue.

Alternatives:

Do not authorize the sale of surplus City equipment. Given the condition and age of the equipment recommended for disposition, it serves no useful purpose for the City to retain these items. They take up space, need to be insured and may be of value to the right person or company. As an alternative, the City receives revenue from sales.

Attachments/Exhibits:

- “Fall 2021, Municipal Services Department, Surplus Equipment Disposition List”.

MSD Disposition List 2021

MS-34, 2001 Kubota L3010D Tractor, VIN# 79349

MS-51, 1999 Chevy 2500HD, VIN# 1GCGK24R3XR703272, 164,282mi.

PD-DARE, 1988 Chevy Camaro IROC, VIN# 1G1FP2180JL147563, 40,819mi.

MS-7, 2001 International 4900 Dump Truck, VIN# 1HTSDAAR21H391657, 22,888mi. 2,619hrs.

REC-2, 2009 Crown Victoria, VIN# 2FAHP71V79X128015, 138,400mi.

REC-1, 2007 Crown Victoria, VIN# 2FAFP71W97X125274, 149,500mi.

MS-2, 2003 Ford F-650 Rack Body Dump Truck VIN# 3FDWF65253MB01330, 56,471mi. 6,788hrs.

R-1, Wastequip Model 40 STD. 40 cu. Yd. Roll Off Trash Compactor

MS-15, 1995 Johnston VT605 Street Sweeper VIN# VG6M117B85B201644, 40,701mi. 7,153hrs.

1999 Hypertherm max43 Plasma cutter, Model# MX43-002288, Serial# 071044

T-2, 1997 Accurate Trash Trailer, Vin# 1A9754020T4194314, Model# 7500CTPO, GVWR 65,000

Kelly-Creswell Airless Paint Striper

NSS Wrangler 2016AB, 24Volt DC Floor Scrubber, Model# 2302022 A, Serial# 06421713

CITY COUNCIL MEETING

AGENDA ITEM VI



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

September 13, 2021

From: Judie Milner, City Manager

Subject: Language in the Developer's Agreement with Chinburg Properties (Stevens Mill LLC)

Suggested Motion:

Councilor moves, "I move that the Franklin City Council approve the language in the developer's agreement with Chinburg Properties for the Stevens Mill LLC project."

Mayor calls for a second, discussion and vote.

Discussion:

There are many moving parts in a mill rehabilitation project of this magnitude. In order to make the numbers work, the developer, Chinburg Properties, employed several economic development tools and resources at the federal and local level. The City Council voted to entertain the developer's agreement with Chinburg Properties in their July 20, 2020 City Council meeting. This agreement formalizes the responsibility of each party. The most important thing to note is that Chinburg Properties is guaranteeing the payment of the bond supporting Amendment 1 (\$1.4m) of the Franklin Falls Tax Increment Financing District should the district not achieve assessed value above the current tax base to support the bond. The successful Mill developer believes in our revitalization concept to the point of guaranteeing our bond payment. It is important to note that the TIF bond is NOT and will NOT be paid from current tax base supporting the general fund budget but from taxable value above the tax base as a result of the revitalization efforts. At tonight's meeting, the Council is voting the verbiage in the agreement as it reflects their understanding of the responsibilities and agreements to date.

Responsibilities of each party in the agreement are as follows:

- a. By the City of Franklin
 - i. Completion of the sale of Lot 117-154 to Stevens Mill, LLC;
 - ii. Approval of a 7-year tax relief period pursuant to the provisions of NHRSA Chapter 79-E:5;
 - iii. Issuance of a building permit.

b. By Stevens Mill, LLC:

- i. Execution of a Covenant to Protect Public Benefit, pursuant to the provisions of NHRSA Chapter 79-E:8;
- ii. Documentation that all necessary federal, state and local permit approvals have been received.
- iii. Pay to the City of Franklin, on an annual basis, the difference between the annual debt service payment on "Tax Increment Financing (TIF) Debt", whether principal and interest or interest only, and "TIF Revenue" from the "TIF District", providing that such payment amount does not exceed \$35,000. This amount is defined as the "TIF Revenue Deficit".

Language in the agreement has been provided and approved by Attorney Fitzgerald. Chinburg's Team comments have been incorporated and no objection has been received on this final draft.

Attachments/Exhibits:

Excerpt from July 20, 2020 City Council Meeting Minutes pertaining to the developer's agreement
Proposed Developer's Agreement revised 9/28/21

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the “Development Agreement” or “Agreement”) is dated as of _____, 2021 (the “Effective Date”), and is made by and between CITY OF FRANKLIN, NEW HAMPSHIRE, a body corporate and politic, and a political subdivision of the State of New Hampshire with an address of 316 Central Street, Franklin, New Hampshire 03235 (the “City”) and Stevens Mill, LLC, a New Hampshire limited liability company with an address of 3 Penstock Way, Newmarket, New Hampshire 03857 (the “Developer”).

RECITALS:

- A. WHEREAS, the Developer intends to develop certain real properties in the City of Franklin, New Hampshire, including buildings thereon, identified as Map/Lot 117-365-00 & 117-153-00, said property consisting of 4.18 acres, more or less, which fronts along Memorial and Canal Streets in Franklin, New Hampshire (the “Project Site”); and
- B. WHEREAS, the Developer intends to renovate the existing building, also known as “The Stevens Mill”; and
- C. WHEREAS, the Developer was granted by City Council approval of RSA 79-E provision for 7 years on 11/02/2020; and
- D. WHEREAS, the City seeks to have any design of any additional building to complement and maintain the historic character of the existing building consistent with the City’s zoning and site plan approved by Planning Board on 2/24/2021 and Heritage Commission on 5/10/2021 and/or any approved amendments.; and
- E. WHEREAS, the City is interested in expanding commercial and mixed use development throughout the City, and specifically in the downtown area; and
- F. WHEREAS, the Developer is interested in redeveloping the Project Site, and is seeking the highest and best use of the Project Site through the development of the Project (as that term is defined herein below) on the Project Site; and
- G. WHEREAS, the City desires to provide incentives to the Developer to facilitate the redevelopment of the Project Site; and
- H. WHEREAS, the Developer and the City wish to document their Agreement pursuant to which the City will provide such incentives to facilitate the development of the Project Site; and

NOW THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Development Agreement. Unless otherwise defined below, capitalized terms used herein shall have the meaning as set forth in this Agreement.

“Ad Valorem Tax Payment Obligation” shall have the meaning set forth in Section 5.03 of this Agreement.

“Agreement” or *“Development Agreement”* shall mean this Agreement.

“Bond Date” means the date when the City converts the bond anticipation note for this project into a bond

“City” means the City of Franklin, New Hampshire having an address of 316 Central Street, Franklin, New Hampshire 03235.

“City Council” means the City Council for the City of Franklin.

“City Manager” means the City Manager for the City of Franklin.

“Covenant Document” shall have the meaning ascribed to it in Section 5.01, 5.04 and Exhibit F of this Agreement.

“Developer” shall mean Stevens Mill, LLC or its assigns as permitted in Section 7.05.

“Development Agreement” or *“Agreement”* means this Development Agreement, by and between the City and the Developer, as amended or supplemented from time to time.

“Person” means an individual, a corporation, a limited liability company, a partnership, a limited liability partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

“Performance Mortgage” shall have the meaning ascribed to it in Section 5.03 of this Agreement.

“Planning Board” means the City of Franklin Planning Board.

“Project” shall mean the development of the Project Site as a multi-use site containing one or more buildings with retail and commercial uses located anywhere in the buildings and

residential market rate housing, all subject to the approval of the City. Development of the Project may be phased, subject to approval of the Planning Board. The Project, as envisioned and defined by this Agreement, is more fully depicted at Exhibit A-1.

“Project Site” shall have the meaning ascribed to it in the Preamble of this Development Agreement.

“Tax Relief Period” shall have the meaning ascribed to it in Section 5.01 of this Agreement.

“Tax Guarantee Period” shall have the meaning ascribed to it in Section 5.02 of this Agreement.

“TIF Debt” is any debt incurred by the City of Franklin pursuant to the City Council binding authorizations of 3/21/2018 & 11/04/2019 provided, however, that such debt shall not exceed \$1,400,000 and, once amortized, shall have a term of no less than twenty (20) years.

“TIF District” is the Franklin Falls mixed-use TIF District adopted by the City Council on March 21, 2018.

“TIF Revenue” is the amount of taxes raised in the TIF District due to increases in assessed value from improvements over the assessed value of the district at the time of its establishment, as defined by New Hampshire RSA 162-K.

ARTICLE II CONDITIONS PRECEDENT

Section 2.01 City Manager Delivery/City Council Approval.

The Parties acknowledge and agree that unless and until this Agreement is authorized by City Council and executed and delivered by the City Manager. This Agreement is not binding on either party. The City Manager shall seek approval from the City Council for the City to enter into this Agreement. If the City Council shall fail or refuse to approve this Agreement, this Agreement shall terminate and shall be of no force or effect.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Developer.

The Developer represents, warrants and covenants for the benefit of the City as follows:

(a) *Organization.* The Developer has the power and authority to own its properties and assets, and to carry on its business in the State as now being conducted and as hereby contemplated.

(b) *Authority.* The Developer has the power and authority to enter into and to perform its obligations under this Development Agreement, and has taken all actions necessary to cause this

Development Agreement to be executed and delivered, and this Development Agreement has been duly and validly executed and delivered by the Developer.

(c) *Binding Obligation.* This Development Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *No Conflict.* The execution and delivery by the Developer of this Development Agreement and compliance with the provisions hereof, do not and will not in any material respect conflict with or constitute on the part of the Developer, a breach or default under any agreement or instrument to which it is a party or by which it is bound.

(e) *Litigation.* As of the date of this Development Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the Developer: (i) in any way questioning its due formation and valid existence; (ii) in any way contesting or affecting the validity of this Development Agreement or the consummation of the transactions contemplated hereby; (iii) which would have a material adverse effect upon the financial condition of the Developer, or any of its principals, or its ability to perform its obligations under this Development Agreement.

(f) *Covenant to Protect the Public Benefit.* The Developer shall execute a Covenant to Protect the Public Benefit consistent with the approval of the City and pursuant to the provisions of New Hampshire RSA 79-E:8 and other relevant authority. A specimen of this Covenant is attached hereto as **Exhibit B**.

(g) *Approval Documents.* The Developer shall provide all requested documentation evidencing the acquisition of all necessary federal, state and local approvals.

(h) *Purchase and Sale Agreement.* The Developer shall enter into a Purchase and Sale Agreement in reference to Tax Map Lot 117-154 (specimen attached as Exhibit C).

Section 3.02 Representations of the City.

The City represents and warrants to the Developer as follows:

(a) *Organization.* The City is a body corporate and politic and a political subdivision of the State of New Hampshire and has the full legal right, power and authority to enter into this Development Agreement, and to carry out and consummate the transactions on its part.

(b) *Authority.* Upon execution of this Development Agreement by the City Manager, the City, by all necessary official action of the City, shall have duly authorized and approved the adoption, execution and delivery by the City of, and the performance by the City of the obligations on its part contained in this Development Agreement. Such authorizations and approvals shall be in full force and effect and shall not have been amended, modified or rescinded, and this Development

Agreement shall have been duly executed and delivered and is enforceable against the City, subject to bankruptcy and other equitable principles.

(c) *Litigation.* There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the City: (i) in any way contesting or affecting the validity of this Development Agreement or the consummation of the transactions contemplated hereby; or (ii) in any way affecting the timely construction of the Project.

(d) *Purchase and Sale Agreement.* The City shall enter into a Purchase and Sale Agreement in reference to Tax Map Lot 117-154 as referenced in Section 3.01 (h), above.

(e) *Tax Relief Agreements.* The City shall enter into the tax relief agreements contemplated herein pursuant to New Hampshire RSA 79-E.

(f) *Surplus TIF Revenue.* The City shall apply any surplus TIF Revenue from prior years to the payment of interest and/or principal on TIF Debt prior to requesting payment from Stevens Mill, LLC pursuant to paragraph 3.02 (g), below.

(g) *TIF Revenue Deficit.* The City shall annually submit to Stevens Mill, LLC an invoice for payment of the TIF Revenue Deficit, with any adjustment made pursuant to the prior paragraph. This invoice shall include data prepared by the Department of Revenue Administration and the City Assessor indicating TIF Revenues, as well as documentation of payments made on TIF Debt. Such invoice, not to exceed \$35,000, shall be submitted on or about November 1st of each year and payment shall be due thirty(30) days therefrom.

(h) *Parking.* The City shall make parking improvements consistent with the conceptual site plan developed by Stevens Mill, LLC and approved by the City on City Lots 117-147 and 117-148. The City agrees to lease Stevens Mill LLC a minimum of 22 municipal parking spaces.

Section 3.03 No Implied Approvals by City.

Nothing contained in this Development Agreement shall constitute, be deemed to constitute or imply that the City Council, or any City board, department, office, or agency, officer, or employee of the City shall approve, authorize, or consent to any action or activity within or required for the development of the Project or the Project Site, including any land use approval, requirements for the provision of public utilities or services, or any administrative, judicial, quasi-judicial, or legislative action, unless and until such respective authorizations, approvals or consents are duly and properly issued by the City Council, and/or the City's respective land use or other board, department, office, agency, officer or employee.

Section 3.04 No Waiver of Ordinances, Rules or Regulations.

Nothing herein shall be construed as affecting any party's rights or duties to perform their respective obligations and fulfill their respective responsibilities under any zoning ordinances, use regulations, building codes, or subdivision requirements, or any other laws, regulations, rules, codes

or statutes relating to the development of the improvements anticipated as part of the Project or Project Site.

ARTICLE IV PROJECT APPROVALS, CITY INCENTIVES AND ACKNOWLEDGMENTS

Section 4.01 Site Plan Approval; Construction.

The Developer shall obtain final, un-appealable site plan approval for the full build-out of the Project, and shall satisfy all conditions precedent pertaining to such approval, including receipt of all applicable federal, state and local permits and approvals, by no later than March 31, 2022, which date may be extended, in writing, upon the reasonable request of Developer (the "Approval Expiration Date"). The permits and approvals for the Project shall be in compliance with any and all applicable ordinances, codes, rules and regulations of the City of Franklin and/or the State of New Hampshire. The Developer acknowledges and agrees that the Project shall be constructed in accordance with its permits and approvals. The construction of the Project shall also be in compliance with the applicable codes, ordinances, rules and regulations of the City and the State of New Hampshire.

Section 4.02 Abutter Meetings.

The Developer shall hold meeting with the abutters to the Project Site prior to commencement of any demolition or construction on the Project Site. These meetings shall be noticed to the City, and shall employ the same abutter list generated for the site plan submission to the Planning Board. The Developer shall invite the City and provide a copy of the attendance list to the City upon completion of the meeting.

Section 4.03 Design and Architecture.

The Developer acknowledges and agrees that the Project shall be constructed in accordance with this Agreement, including those improvements identified below, and the Permits and Approvals. The construction of the Project shall also comply with the applicable codes, ordinances, rules and regulations of the City and the State of New Hampshire.

Architecture and streetscape for the Project buildings shall be of a traditional design in keeping with the historic nature of the City's downtown area. The overall design shall blend in with the historic structure, including the look and feel of the building within its context. The final design shall be consistent and similar to the renderings and images included in Exhibit A.

The carbon footprint will be minimized as much as reasonably possible incorporating Energy saving provisions into the architecture and construction.

During the Developer's prosecution of the Permits and Approvals, the Developer may alter the design or construction of the Project, as described in this Development Agreement, including the Project Plans at **Exhibit A**, subject to the consent and approval of the City, acting by and through its City Manager, which approval shall not be unreasonably withheld. Any changes to the

design or construction of the Project considered material by the City Manager, in the City Manager's sole discretion, shall require approval by the City Council.

Following the issuance of Permits and Approvals, any material changes to the design or construction of the Project which vary from the Permits and Approvals, shall require the approval of the appropriate board, department, office, agency, officer or employee, in addition to the approval of the City, as set forth above.

ARTICLE V TAX GUARANTY

Section 5.01 RSA 79-E Tax Relief.

The Developer has applied for and the City has granted tax relief as allowed by RSA chapter 79-E on November 2, 2020. The Developer is granted RSA 79-E tax relief for the period commencing upon the completion of Project Site construction, as evidenced by the issuance of a certificate of occupancy (which the parties agree shall constitute completion of construction for purposes of RSA 79-E) and ending upon the seventh anniversary of such date (hereinafter the "Tax Relief Period"), the Developer and City agree that during the Tax Relief Period, the taxes for the Project Site shall be set, as per New Hampshire RSA 79-E, at the assessed value for the Project Site in place as of the time the City approved the application for tax relief and the Developer grants to the City a satisfactory covenant to protect public benefit as required by the City's 79-E tax relief program, a copy of which is attached as Exhibit B ("the Covenant Document"). The Covenant Document shall be recorded with the Merrimack County Registry of Deeds at the time of, or before, the Developer acquires the Project Site, shall bind the Project Site and run with the land as stated in more detail in Exhibit B. The Developer shall be solely responsible for ensuring the proper recording and priority of the Covenant Document as stated herein.

Section 5.02 Tax Guarantee Period.

The Developer shall, annually for seven years after the Bond Date (the "Tax Guarantee Period"), pay to the City the difference between the annual debt service payment on "TIF Debt", whether principal and interest or interest only and "TIF Revenue" from the "TIF District". However, such annual payment shall not occur until Surplus TIF Revenue is exhausted and shall not exceed the sum of \$35,000.00.

Section 5.03 Performance Mortgage and Continuing Covenant for Guaranteed Tax Assessment Value.

Upon the signing of this Agreement, the Developer shall convey to the City a performance mortgage or other such surety which is satisfactory to the City, to be recorded against the Project Site, to secure the Developer's obligations pursuant to Section 5.02, above (the "Performance Mortgage"). The Performance Mortgage shall be in addition to any financial sureties customarily

required by the City for the construction and development of property. The Performance Mortgage shall be subordinate to the Developer's Lender's mortgage.. The City shall reasonably cooperate with any lender(s) of the Developer regarding the subordination of its Performance Mortgage by entering into a written subordination agreement in recordable form Upon the issuance of the Certificate of Occupancy, the City shall discharge the Performance Mortgage, and it shall be survived by the covenants set forth in this Section 5.03 of this Agreement, as recorded with the Merrimack County Registry of Deeds per Section 7.13 below.

ARTICLE VI DEFAULT

Section 6.01 Events of Default.

The following shall constitute events of default under this Development Agreement:

(a) *Material Breach of Agreement.* The material breach by the Developer of its duties and obligations under this Agreement or any related agreement or document, including the failure to pay any sums pursuant to this Agreement, when due, followed by the failure by the Developer to cure such breach within twenty-one (21) days of written notice of such breach by the City; or such additional time as is reasonably needed to cure such default, provided the Developer is diligently pursuing a cure of the default.

(b) *Failure to Adhere to Agreement.* The failure of the Developer to fulfill those duties and obligations in a timely manner, as set forth in this Development Agreement.

(c) *False Statements.* Any statement, representation or warranty made by the Developer in this Development Agreement or in connection herewith, or any statement, report, schedule, certificate, or other instrument furnished by the Developer proves to be false, incorrect or misleading in any material respect.

(d) *Invalid Agreement.* Any material provision of this Development Agreement or any related agreement or document which, at any time for any reason, ceases to be valid and binding on or declared to be null and void, or the validity or enforceability thereof shall be contested by the Developer, or the Developer denies that it has any or further liability or obligation under this Agreement or any other related agreement or document.

(e) *Failure of Security.* If the security interests and liens created by the Performance Mortgage shall cease to be valid and perfected security interests or liens, as the case may be, in favor of the City with the priorities stated therein.

(f) *Failure to Obtain or Lapsing of Permits and Approvals.* The occurrence of any Approval Default, including the failure of the Developer to obtain and/or maintain in a timely manner all permits and approvals, including any certificates, permits, variances, special exceptions and/or other approvals from all federal, state and municipal authorities, including without

limitation all approvals and permits relating to subdivision and site plan review, architectural design review, zoning, building codes, water supply and sewage, and environmental laws relating to the development of the Project and the Project Site.

(g) *Attempted Assignment.* The Developer assigns or attempts to assign its rights under this Development Agreement or any interest therein, without the express written consent of the City which shall not unreasonably be withheld.

(h) *Construction Breach.* The Developer does not complete construction of the Project or the Project Site in accordance with approved plans and specifications or this Development Agreement, or the Developer makes any material change to such plans and specifications without receiving the prior written consent of the City.

(i) *Liens.* Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, are filed against all or any portion of the Project Site and/or the related improvements which are not be discharged or bonded within thirty (30) days of such filing or such greater period of time as shall be permitted by the terms of this Development Agreement

(j) *Cessation of Work.* Any cessation occurs at any time in construction of the Project, once building permits are issued, for more than thirty (30) days except for strikes, civil unrest, or other causes beyond the Developer's control, without the written consent of the City.

(k) *Tax Liens.* A filing against or relating to the Developer or its principals of (i) a federal tax lien in favor of the United States of America or any political subdivision of the United States of America, or (ii) a state tax lien in favor of any state of the United States of America or any political subdivision of any such state, which is not dismissed within sixty (60) days of the filing date thereof or which the Developer is not contesting in good faith.

(l) *Assignment for Benefit of Creditors; Insolvency.* If the Developer makes an assignment for the benefit of creditors, or institutes any proceeding seeking relief on its behalf as debtor or to adjudicate it as insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to insolvency or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, or consents by answer or otherwise to the institution of any such proceeding against it.

(m) *Bankruptcy.* If any proceeding is instituted against the Developer seeking to have an order for relief entered against it as debtor or to adjudicate it as bankrupt, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to bankruptcy or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, which either (i) results, without the consent or acquiescence of the Borrower in any such entry of an order for relief, adjudication of bankruptcy or issuance or entry of any other order having a similar effect, or (ii) is not dismissed within forty-five (45) days of the date any such order or adjudication is entered.

(n) *Injunctive Relief.* The entry of any court order which enjoins, restrains or in any way prevents the Developer from fulfilling all or any part of its obligations under this Development Agreement, which is not dismissed within thirty (30) days of the filing date thereof or which the Developer is not contesting in good faith.

(o) *Sale; Transfer of Project Site.* The sale, transfer, encumbrance, conveyance or other disposition of all or any portion of the Project Site (except the leasing of portions of the Project Site in the ordinary course of business) until such time as the Performance Mortgage has been released or discharged as to such portion of the Project Site.

(p) *Merger, Dissolution, Consolidation.* The dissociation, dissolution, termination, liquidation, consolidation or merger of the Developer, or any change in the identity, authority or responsibilities of any person having management or policy authority with respect to the Developer from that existing at the execution of this Agreement, without prior written consent from the City.

Section 6.02 Non-Exclusive Rights and Remedies.

In the event of a default of the Developer's obligations under this Development Agreement or any collateral document related to this Development Agreement, the City shall have any and all rights and remedies as set forth in this Development Agreement, in any sureties required by this Development Agreement, and in the Performance Mortgage. Such rights and remedies are non-exclusive, and the City shall have any and all other rights at law or in equity. In the event that the City must engage counsel or expend any other sums for the purpose of enforcing its rights under this Development Agreement or the Performance Mortgage, the Developer shall be responsible for the payment of the City's reasonable fees, costs and expenses, including attorney's fees.

ARTICLE VII MISCELLANEOUS

Section 7.01 Agreement Termination.

In the event that this Development Agreement or any aspect thereof is terminated, and unless otherwise stated in this Development Agreement, termination must be accomplished in writing provided by the terminating party(ies) to the other party(ies). Except as provided in this Development Agreement, upon any such termination, a party shall have no further rights or obligations hereunder except those obligations that expressly survive such termination.

Section 7.02 Indemnification.

(a) The Developer releases the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, from, and agrees that the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, shall not be liable for and indemnifies the City, the members of the City Council and the City's respective officers, attorneys, board members, agents and employees against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the City, the members of the City Council and the City's respective officers,

attorneys, agents and employees, arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of the Developer, its agents or anyone who is directly employed in connection with (i) this Development Agreement or (ii) the development of the Project Site, including the construction, maintenance, repair and replacement of any improvements which the Developer is required to undertake pursuant to this Development Agreement or any permit or approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Development Agreement, willful misconduct or fraudulent action of the City, the members of the City Council and the City's respective officers, attorneys, agents and employees.

(b) In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the City, any member of the City Council or any officer, attorney, board member, agent or employee of the City, in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Developer, as applicable, and the Developer, respectively, upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceedings. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall not be paid by the indemnified party unless: (i) the employment of such counsel has been specifically authorized by the Developer, as applicable, in writing; or (ii) the Developer, as applicable, has failed to assume the defense and to employ counsel; or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party, the Developer, and such indemnified party may have one or more legal defenses available to it which are different from or additional to those available to the Developer, in which case, if the indemnified party notified the Developer in writing that it elects to employ separate counsel at the expense of the Developer, the Developer shall not have the obligation to assume the defense of such action on behalf of such indemnified party and the Developer shall not be responsible for payment of the fees and expense of such separate counsel.

(c) The indemnifications set forth above are intended to and shall include the indemnification of all affected officials, attorneys, agents, board members, officers and employees of the City, respectively, and each and all of their successors and assigns. Those indemnifications and any other indemnifications provided for herein are intended to and shall be enforceable by each and every indemnified party to the full extent permitted by law and shall survive the termination of this Development Agreement.

(d) The parties further agree that their obligations pursuant to this Agreement shall expire upon the expiration of the tax relief period granted to Stevens Mill, LLC pursuant to the provisions of New Hampshire RSA 79-E:5.

Section 7.03 Notices.

Any notice, payment or instrument required or permitted by this Development Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by electronic mail or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours

after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

City: City Manager
City of Franklin, New Hampshire
City Hall, 316 Central Street
Franklin, New Hampshire 03235

With a copy to: Paul T. Fitzgerald
City Attorney
Wescott Law, PA
28 Bowman Street
Laconia, New Hampshire 03246

Developer: Stevens Mill, LLC
3 Penstock Way
Newmarket, New Hampshire 03857
Attention: Eric J. Chinburg
Email: echinburg@chinburg.com

With a copy to:

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 7.04 Severability.

If any part of this Development Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Development Agreement shall be given effect to the fullest extent possible.

Section 7.05 Successors and Assigns.

This Development Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Developer may assign this Development Agreement to any related entity controlled by Eric J. Chinburg provided that in all cases, Eric J. Chinburg must retain control of each such entity until the completion of the construction of the Private Improvements as evidenced by the issuance of the Certificate of Occupancy without the City's prior written consent. Said assignment must not alter any responsibilities or obligations contained herein. For purposes of this Agreement, "control" shall mean the ability, directly or indirectly, to direct or cause the direction of the management or policies of the entity or the power to veto major policy decisions of the entity. Any such assignment of this Development Agreement

shall be in writing, and shall clearly identify the scope of the rights and obligations assigned. All other assignments by the Developer shall require the City's prior written consent which shall not be unreasonably withheld.

Section 7.06 Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Development Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Development Agreement thereafter.

Section 7.07 Merger.

No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Development Agreement shall be binding.

Section 7.08 Parties in Interest.

Nothing in this Development Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Development Agreement or any covenants, conditions or stipulations hereof. All covenants, conditions, promises and agreements in this Development Agreement by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City or the Developer, respectively.

Section 7.09 Amendment.

This Development Agreement may be amended, from time to time, by written supplement hereto and executed by both the City and the Developer. In the event that any amendment to this Development Agreement is, in the sole judgment of the City Manager, materially different from the authority granted to the City Manager to execute and deliver this Development Agreement, such amendment shall require approval of the City Council.

Section 7.10 Time is Of the Essence.

The parties acknowledge that TIME IS OF THE ESSENCE in the timely performance of such duties and obligations under this Development Agreement.

Section 7.11 Counterparts.

This Development Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

Section 7.12 Effective Date.

This Development Agreement shall be effective as of the dated date of this Development Agreement.

Section 7.13 Notice of Agreement.

This Development Agreement shall be recorded at the Merrimack County Registry of Deeds.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the day and year first above written.

CITY OF FRANKLIN, NEW HAMPSHIRE

By: _____
Name: Judie Milner
Title: City Manager
Duly Authorized
Pursuant to City Council action of 10/5/20

STEVENS MILL, LLC

By: _____
Name: Eric J. Chinburg
Title: Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Judie Milner, City Manager for the City of Franklin, New Hampshire, a body politic under the laws of the State of New Hampshire, on behalf of said City.

Justice of the Peace/Notary Public
Notary Seal or Stamp:

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Eric Chinburg, the Manager of Stevens Mill, LLC, a limited liability company organized under the laws of the State of New Hampshire, on behalf of said limited liability company.

Justice of the Peace/Notary Public
Notary Seal or Stamp:

EXHIBIT A

CONCEPTUAL PROJECT SITE PLAN and ARCHITECTURAL DRAWINGS

[attached]

EXHIBIT B

COVENANT TO PROTECT PUBLIC BENEFIT

[attached]

All in favor. Motion PASSED.

City Manager brought forward one more item regarding allowing Stevens Mill a 7-year, 79E application.

Motion – Councilor Brown moved that the Franklin City Council support the Stevens Mill LLC moving forward with a 7-year 79E application and to authorize the City Manager to entertain a developer’s agreement from Chinburg Builders/Stevens Mill LLC to guarantee up to \$35K per year bond payment for Franklin Falls Mixed Use Tax Increment Finance Authority Amendment 1 Project.

Seconded by Councilor Desrochers.

Mayor Giunta asked if there was any discussion.

Councilor Clarenbach asked City Manager Milner if the Council would need to vote on the 79E application once it’s completed. Milner replied that the Council would need to vote on the public hearing and then the application. Tonight’s motion is just to show support.

Roll call:

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

All in favor. Motion PASSED.

Councilor Desrochers moved to adjourn. Seconded by Councilor Clarenbach

The meeting adjourned at 7:55 p.m.

Respectfully submitted,

Audrey Lanzillo

CITY COUNCIL MEETING

AGENDA ITEM VII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

October 4, 2021

From: Dan LeGallo, Superintendent

Subject: 2021-2022 Appropriations Fund Balance and New Revenue and
Portrait of a Graduate Grant Funding

Recommendation:

To allow the Franklin School District to appropriate additional funding from increased adequacy aid and additional fund balance. The total amount of additional funding is \$656,956. **Also,**

To allow the Franklin School District to appropriate a Portrait of a Graduate grant funding from the Barr Foundation. The total amount of grant funding is \$250,000.

Suggested Motions:

October 4, 2021

Councilor moves, "I move that the Franklin City Council set a public hearing on November 1, 2021 for Resolution 06-22 appropriating \$656,956 to the Franklin School District fiscal year 2022 budget and appropriating \$250,000 to the Franklin School District for the Portrait of a Graduate grant from the Barr Foundation.

Mayor calls for a second, discussion and roll call vote.

November 1, 2021

Councilor moves, "I move that the Franklin City Council adopts Resolution 06-22 appropriating \$656,956 to the Franklin School District fiscal year 2022 budget and appropriating \$250,000 to the Franklin School District for the Portrait of a Graduate grant from the Barr Foundation.

Mayor calls for a second, discussion and roll call vote.

Discussion:

Due to the final calculation of the adequacy aid formula based on the passing of the new biennium budget using the higher for FY20 to FY21 ADM numbers the amount increased to 8,268,687. This caused a net increase of \$444,959 from original budget projection. Also, due to final year end calculations there was an additional \$211,997 of FY2021 fund balance. The

total amount of additional funding for the school district is \$656,956. The intent of this additional funding would be to carry it over to support the FY23 budget development.

Franklin School District also was awarded a grant from the Barr Foundation to continue the work of the Portrait of a Graduate program started in FY21. Total new grant funding is \$250,000. This funding will continue the program involving teachers, students, parents and community members to work collaboratively to re-imagine the learning experience in Franklin.

Fiscal Impact:

This amount will have no effect on the taxes raised by the City of Franklin as this is excess funds to be received by the district from other sources.

Alternatives:

Do not appropriate at this time or use the funds for another purpose.

Attachments/Exhibits:

Resolution 06-22

Franklin School District Revenue Estimate Updated FY22.



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

316 Central Street
Franklin, NH 03235

Phone: (603) 934-3900
Fax: (603) 934-7413

RESOLUTION # 06-22

A Resolution Granting Authority to Accept and Appropriate \$656,956 of Additional Adequacy and Fund Balance Funding and \$250,000 in Grant Funding for the Franklin School District for Fiscal Year 2022.

In the year of our Lord, Two Thousand Twenty-One,

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes that the school district will receive additional adequacy aid of \$444,959 from the final updated calculation of ADM; and,

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes that the school district has identified additional year end fund balance of \$211,997; and,

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes that the school district will receive a grant award of \$250,000 entitled Portrait of a Graduate from the Barr Foundation; and,

WHEREAS, the City Council of the City of Franklin would like to appropriate an additional \$656,956 in order to preserve potential fund balance from the 2022 year to be carried over to the 2023 fiscal year. Due to the challenges and uncertainties created by the pandemic and its effect on legislative actions regarding the adequacy funding formula these funds could help support the next budget cycle. And City Council of the City of Franklin would like to appropriate \$250,000 of the Portrait of a Graduate grant funding from the Barr Foundation; **Now,**

THEREFORE, BE IT RESOLVED, *that at a regularly scheduled meeting of the City Council on November 1, 2021, the City Council of Franklin New Hampshire does hereby vote to adopt resolution #06-22 to formally accept and appropriate \$906,956 of additional revenues for the Franklin School District as follows:*

An Increase in Revenues:

Adequacy Education Aid – Four Hundred Forty-Four Thousand Nine Hundred Fifty-Nine Dollars (\$444,959),

Use of Fund Balance – Two Hundred Eleven Thousand, Nine Hundred Ninety-Seven Dollars (\$211,997),

Grant Revenue – Portrait of a Graduate – Two Hundred Fifty Thousand Dollars (\$250,000),

An Increase in Expenditures:

School District Expenditures – Six Hundred Fifty-Six Thousand Nine Hundred Fifty-Six Dollars (\$656,956)

Franklin School District
Revenue Projection
Fiscal Year 2021/2022

Source	19-20 Actuals	20-21 MS-24 Revised	21-22 Estimates	Difference	
General Fund:					
Revenue from State Sources					
Special Education Aid	121,278	100,000	122,295	c 22,295	Variance Adequacy Budgeted to Final
Charter School Aid	34,062	30,000	30,000	0	
Vocational Transportation Aid	7,599	7,000	5,000	(2,000)	444,959
Adequate Education Grant	7,687,744	8,700,712	8,268,687	(432,025)	
Building Aid	181,944	81,944	81,944	0	
Indirect Costs	65,372	69,000	69,000	0	
Revenue from Federal Sources					
Medicaid Reimbursement	36,747	175,000	175,000	0	
E-Rate Funding	36,511	47,173	47,173	0	
Local Revenue Other than Taxes					
Tuition	17,064	16,000	18,000	2,000	
Earnings on Investments	12,150	7,000	2,500	(4,500)	
Other Local Revenue	6,111	2,000	2,000	0	
Insurance Premium Holidays	100,251	97,560	98,586	1,027	
Athletic Receipts	3,839	3,500	3,500	0	
NH Charitable Foundation (Aware)	75,000	75,000	0	(75,000)	
Unreserved Fund Balance	1,066,031	402,418	1,211,997	809,578	
Total Revenues and Credits	9,451,702	9,814,306	10,135,682	321,375	
District Appropriation	4,359,548	4,467,354	4,595,004	127,650	2.86%
Education Tax	1,158,237	1,201,740	1,190,971	(10,769)	
Additional Voted By City Council	0	0	0	0	
Total General Fund	14,969,487	15,483,400	15,921,657	438,256	
Food Service Transfer	591,206	535,718	535,718	0	
Total General Fund and Food Service Revenues	15,560,692	16,019,118	16,457,375	438,256	
Grant Funds	2,722,896	1,806,095	1,729,650	(76,445)	
ESSER/GOFERR Funding	0	724,350	1,278,897	554,547	
Grand Total Revenues	18,283,588	18,549,563 Original	19,465,922 18,558,966	916,358	Variance Budgeted to Final 906,956

CITY COUNCIL MEETING

AGENDA ITEM VIII



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
October 4, 2021

From: Legislative Committee

Subject: Council to Consider Setting a public hearing on Ordinance 03-22 Changes to the Noise Ordinance, Fireworks and Violations and Penalties Sections

Suggested Motions:

October 4, 2021

Councilor moves, "I move that the Franklin City Council set a public hearing on Monday, November 1, 2021 at 6pm regarding Ordinance 03-22 changes to the noise ordinance; specifically, the fireworks and violations & penalties sections."

Mayor calls for a second, discussion and vote.

November 1, 2021

Councilor moves, "I move that the Franklin City Council adopts Ordinance 03-22 changes to the noise ordinance; specifically, the fireworks and violations & penalties sections."

Mayor calls for a second, discussion and roll call vote.

Discussion:

The legislative committee met on Wednesday August 25, 2021 to review the fireworks ordinance in response to citizen complaints. Members of the committee are bringing forward a few changes in order to provide a fair policy for most. Changes are as follows:

Prohibit fireworks usage on Monday, Tuesday, Wednesday and Thursday with the exception of Federal Holidays.

Change the end time of permitted use on Friday, Saturday and Sunday to 10pm.

Change the penalty to \$100 for first offense and \$500 for every offense thereafter.

Attachments/Exhibits:

Ordinance 03-22



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ORDINANCE #03-22

AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:

In the Year of our Lord, Two Thousand Twenty-One;

Be it ordained by the City Council of the City of Franklin that the Franklin Municipal Code, Chapter 215, Noise, 215-4.1 Fireworks and 215-6 Violations and Penalties be changed as follows (**bold additional language**, strikethrough for deleted language):

Chapter 215. Noise

§ 215-4.1. Fireworks.

[Added 9-4-2007 by Ord. No. 05-08; amended 9-5-2017 by Ord. No. 07-18]

A.

Statement. It is the intent of the City of Franklin to allow the safe and authorized use of Class B fireworks and legal Class C "permissible fireworks" as described by the New Hampshire State Fire Marshal's Office pursuant to all regulatory guidelines under NH RSA 160-B and NH RSA 160-C. Furthermore, it is intended to protect the health and welfare of the citizens of the City of Franklin and preserve the quality of life in this community, without unduly prohibiting, limiting or otherwise regulating the legal sale and display of fireworks defined in NH RSA 160-C. The purpose of this section is to establish standards for the control of fireworks in the City by prohibiting specific activities during designated times.

B.

Without limitation of the prohibition contained in § 215-2, it shall be unlawful for any person within any residential, commercial, retail or industrial zone of the City to ignite fireworks, **Monday through Thursday of any given week with the exception of Federal Holidays. Further, it shall be unlawful for any person within residential, commercial, retail or industrial zone of the City to ignite fireworks** past the hour of **10:00:30** p.m. until 12:00 noon the following day **on Friday, Saturday and Sunday of a given week.**

C.

It shall be unlawful for any person to violate any of the provisions or regulations as set forth by this section.

§ 215-6. Violations and penalties.

Any person who violates any of the provisions of this chapter shall be guilty of a violation and a penalty shall be imposed upon him or her not to exceed the sum of \$100 for the first offense and not to exceed the sum of \$500 for each offense thereafter. Such person shall be deemed to be guilty if a violation of this chapter is committed, continued or permitted by such person and shall be punishable therefor as provided herein.

Effective November 1, 2021 by a roll call vote.

By a roll call vote.

Roll Call:

Councilor Brown	_____	Councilor Clarenbach	_____	Councilor Testerman	_____
Councilor Bunker	_____	Councilor Desrochers	_____	Councilor Trudel	_____
Councilor Chandler	_____	Councilor Starkweather	_____	Councilor Zink	_____

Approved: _____

Mayor

Passed: _____

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

A true copy, attested: _____

City Clerk

Date: _____

CITY COUNCIL MEETING

AGENDA ITEM IX



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of October 4, 2021

Subject: Other Business

- 1. Mayor Appointments**
- 2. Committee Reports**
- 3. City Manager's Update**
- 4. Late Items**

Adjournment

MAYOR APPOINTMENTS

Conservation Commission

"I re-appoint Tim Stangroom to the Conservation Commission (seat # CC2), term of service is 3 years to September 2024."

"I re-appoint Roy Gilbreth to the Conservation Commission (seat # CC6), term of service is 3 years to September 2024."



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting October 4, 2021

Date: September 28, 2021
From: Judie Milner, City Manager
Subject: City Manager's Update

- Contingent Grant Line Activity –
- Trust fund for school funding – \$146.04
- Welcome – Michelle Stanyan, City Clerk/Tax Collector
- Next Workshop Meeting – 10/25/21 6pm Economic Development Update
- City Clerks Office closed 10/5 for elections
- Voting locations
- Canvass of the Votes – 10/12/21 6pm
- Committee meetings October – Finance Committee 10/19 5:30pm & Joint Finance 10/19 6pm Downstairs “Blue Room” City Hall; Fire 10/13 3pm Fire Department
- Media Connections – Concord Monitor, The Legacy
- Mill City Park Update –
- 10 digit dialing – 10/24

City of Franklin, NH			
City Council Request Follow Up Log			
Date Requested	Request	Status	Completed
12/7/20	look into the remediation and possible termination of Franklin Solar 1 & 2 leases	to Attorney Fitzgerald 9/7/21 - still with attorney 9/29/21	
9/13/21	look into new mics for meetings	no appropriation for FY22; added to year end deferred list for consideration if savings in appropriations from other lines	