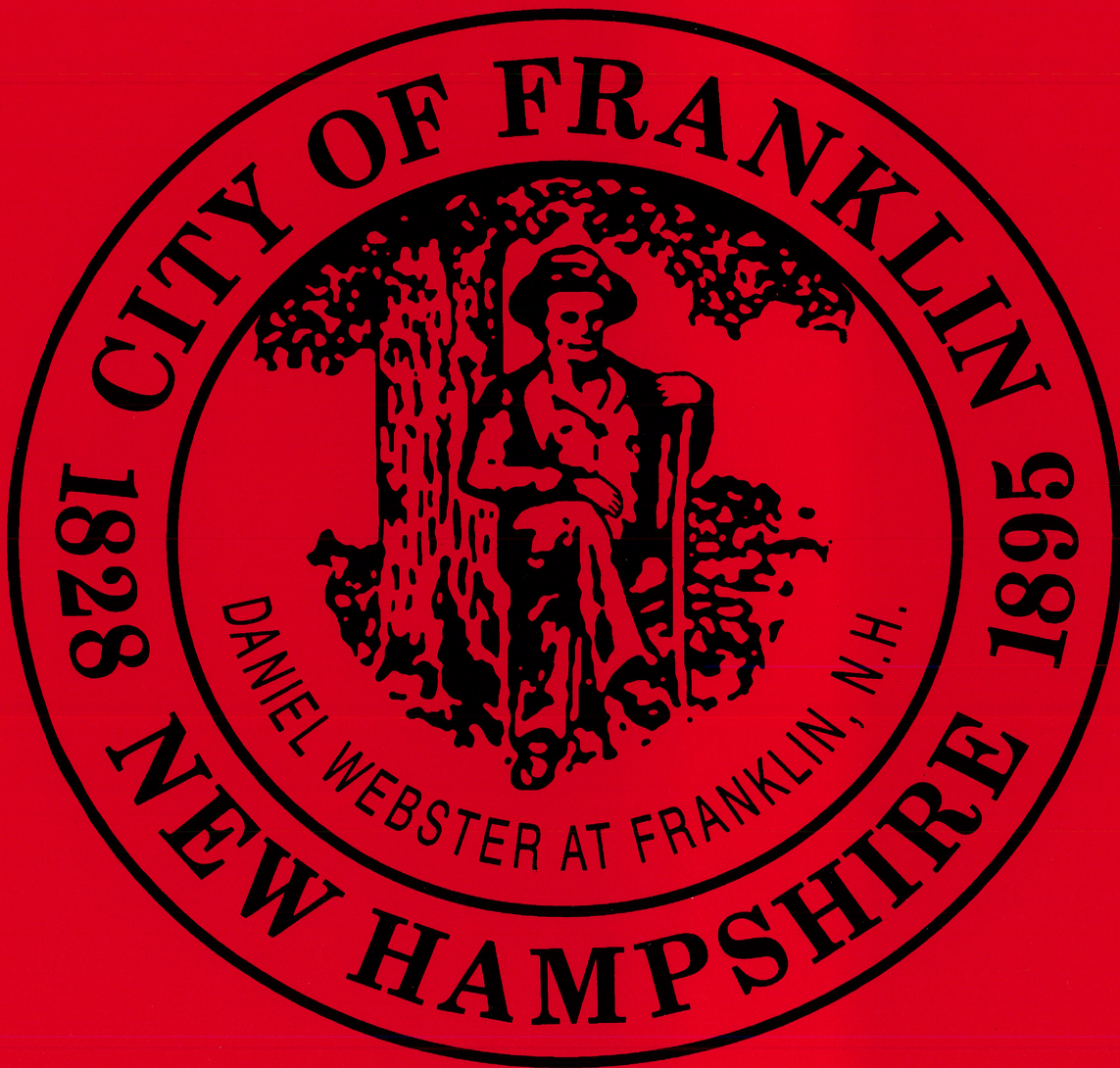


CITY OF FRANKLIN
CITY COUNCIL MEETING
December 6, 2021
6:00 P.M.





CITY COUNCIL MEETING

Monday, December 6, 2021 - 6:00 p.m.

Council Chambers, Franklin City Hall

or view only via Zoom: <https://us02web.zoom.us/j/84987021151>

or by phone: 1-312-626-6799, Meeting ID# 849 8702 1151

SALUTE TO THE FLAG

MOMENT OF SILENCE FOR OUR VETERANS

PUBLIC HEARINGS

Resolution #07-22, to accept and appropriate \$6,076,391.29 of ARP ESSER III Funds for the Franklin School District

Resolution #08-22, authorizing the City Manager to borrow up to \$520,894 and appropriate \$454,106 in capital reserve funds for the police communications center upgrade

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 October 25, 2021 City Council Special Meeting, the minutes of the November 1, 2021 City Council Meeting, and the minutes of the November 1, 2021 City Council Nonpublic Session.

Agenda Item II.

Council to consider Resolution #07-22, to accept and appropriate \$6,076,391.29 of ARP ESSER III Funds for the Franklin School District

Agenda Item III.

Council to consider Resolution #08-22, authorizing the City Manager to borrow up to \$520,894 and appropriate \$454,106 in capital reserve funds for the police communications center upgrade

Agenda Item IV.

School Board Update

Agenda Item V.

Council to consider Building Permit Proposals for Properties on a Class VI Public Roads and/or Private Roads

Agenda Item VI.

Council to consider the Municipal Services Department Union Contract

Agenda item VII.

Other Business

1. Mayor/Council Appointments
2. Committee Reports
2. City Manager's Update
3. 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 December 6, 2021

Subject: Approval of Minutes

Motion: “I move that the Franklin City Council approve the minutes of the October 25, 2021 City Council Special Meeting, the minutes of the November 1, 2021 City Council Meeting, and the minutes of the November 1, 2021 City Council Nonpublic Session.”

Mayor calls for a second, discussion and the vote.



City Council Special Meeting Minutes
Tuesday, October 25, 2021 - 6:00 p.m.
Franklin City Hall

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

Absent: Councilor Paul Trudel

Others in attendance: City Manager Judie Milner, Police Chief David Goldstein, Police Lieutenant Dan Poirier, and members of the public.

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

Salute to the Flag was led by Councilor Starkweather.

City Manager Milner began by providing the Council with information on the Christmas Wreath Fundraiser.

Agenda Item I.

Police Presentation

Police Chief David Goldstein stated that there were a few items to present to the Council. The first being the aging dispatch equipment which supports Franklin and five other communities. Goldstein explained how communications is of the highest importance and is required in any emergency situation.

City Manager Milner explained the cost of the dispatch upgrade FY2022 Proposed Cost Analysis (attached below). These costs were figured as of March of 2021. There could be an increase due to the offshore issues or simply a delay in supplies. She stated she will review the current estimate to make sure it is still a good figure.

Police Dispatch Upgrade FY2022 Proposed Cost Analysis		
Line#	Description	Amount
1	Cost of project	\$975,000
2	Capital Reserve Funds:	
2a	One time money from St of NH set aside for dispatch project	-\$229,696
2b	Money placed in capital projects by Council at end of FY2021	-\$224,410
3	Amount of Project to be Financed	\$520,894
4	Annual Payment Assuming 1.95% interest rate, 7 year term	\$80,234
5	How to pay for the Annual Payment:	
5a	Street Light Note Paid off FY22	(30,000.00)
5b	Old System Annual Service Contract	(12,000.00)
5c	Radio Lines Annual Savings (add'l phone line connections needed by the current system)	(4,800.00)
5d	Fiber Note Paid off FY23	(34,000.00)
6	Annual Note Payment Difference to Be Found in or (Returned to) GF Budget	-\$566

Milner asked the Council for consensus from them to allow her to borrow for the line of credit to make the interest payments. The project would begin in FY2023.

The Council asked questions and provided their comments.

Councilor Desrochers requested that we begin raising the fees for the other five communities that are utilizing our dispatch center and that it shouldn't be on the backs of Franklin residents.

City Manager Milner stated that the formula will need to be updated to also include a capital account going forward.

Chief Goldstein stated that his department will be meeting with the town of Hill to discuss taking on their dispatch calls and that will budget for this scenario which would mean financial support for Franklin. It could help us add one or two police officers to the Franklin police department. Goldstein stated that It is very early in these discussion with Hill and nothing has been agreed or confirmed at this time. It brings some helpful thought to how it could help provide funds to this project and a future capital account contribution.

Motion – Councilor Desrochers moved that the current formula be reevaluated to include the analysis of the current fees charged to the five communities: Andover, Bristol, Danbury, Hill, and Alexandria. Seconded by Councilor Starkweather.

City Manager Milner explained that this motion is for consensus to move forward to reevaluate and rework the formula. At a future date, it will come before the Council as a Resolution which then a request for a public hearing on the formula update will happen.

All in favor of the Motion. Motion PASSED.

There was discussion about making a motion to schedule a public hearing for the November Council meeting however it would not be possible because the Council does not have a resolution in front of them this evening to read the Resolution # and title out loud.

Agenda Item II.

Other

Chief Goldstein expressed concern over the impound lot which is critical for preserving evidence of an accident or crime. He stated that it is frequently broken into and that it would cost approximately \$15k to install a gate over the Humvee overhang.

Goldstein couldn't stress more how important it is to protect evidence. It is critical and required by law.

Chief Goldstein also discussed the cost of body cameras. The City would need at least \$200K and costs keep rising. He stated that his officers do a phenomenal job and doesn't feel we need them however it is important for transparency within our current society. Grants in this area are minimal at best.

Another concern that Chief Goldstein expressed is that our department needs funds for more police officers. He stated we are not just working toward exhaustion; we are working toward extinction. He reviewed the sad statistics that result from the stresses of the job.

Chief Goldstein provided the following handouts to the Council:

FBI LEOKA: Thousands More Officers Were Assaulted in 2020 than in 2019

October 20, 2021 • by POL Staff •

According to statistics reported to the FBI, 60,105 law enforcement officers were assaulted while performing their duties in 2020. These assaults were reported to the FBI by 9,895 law enforcement agencies. Based on these reports, there were 4,071 more officers assaulted in 2020 than the 56,034 assaults reported in 2019.

The data was released Wednesday in the Law Enforcement Officers Killed and Assaulted (LEOKA) portion of the FBI's Law Enforcement Data Explorer.

Injuries and Weapons

- Of the 60,105 officers who were assaulted in 2020, 18,568 (30.9%) sustained injuries.
- 44,421 officers were assaulted with personal weapons (e.g., hands, fists, or feet); 25.8% of these officers were injured.
- 2,744 officers were assaulted with firearms; 6.1% of these officers were injured.
- 1,180 officers were assaulted with knives or other cutting instruments; 9.7% of these officers were injured.
- The remaining 11,760 officers were assaulted with other types of dangerous weapons; 16.8% of these officers were injured.

Circumstances

Of all officers who were assaulted in 2020, agencies reported officers were involved in these circumstances at the scenes of the assaults:

- Responding to disturbance calls such as family quarrels or bar fights (29.6%)
- Attempting other arrests (16.1%)
- Handling, transporting, or maintaining custody of prisoners (12.6%)
- Investigating suspicious persons or circumstances (8.8%)
- Traffic pursuits or stops (8.4%)
- Civil disorder, such as mass disobedience or riots (4.1%)
- Handling persons with mental illness (3.9%)
- Burglaries in progress or pursuing burglary suspects (1.3%)
- Ambush situations (0.8%)
- Robberies in progress or pursuing robbery suspects (0.8%)
- All other types of circumstances (13.6%)

2020 assault data tables and companion documents are exclusively located on the FBI's Law Enforcement Data Explorer (a subset of the Crime Data Explorer).

Data and statistics concerning officers feloniously killed, officers accidentally killed, and federal officers killed and/or assaulted in 2020 were previously released to the Law Enforcement Data Explorer in May 2021. With today's release of assault data, all 2020 LEOKA data are now available.

Councilor Zink asked if it was possible to share some of the statistical data that used to be shared on a monthly basis. Goldstein replied that it may be possible to share it on a quarterly basis and the reason is that the administration staff have all been feeling the strain of the job as well as some employee turnover.

Chief Goldstein further explained the need for the body cameras are mainly due to the liability and the current qualified immunity bill being discussed in Concord. If this were to happen, the City would have to buy everyone in the police department an insurance policy. If that could not happen, then those who can retire or close to retirement, will retire and find another job. Then no one will want to work for the police department.

There was no further discussion.

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

All in favor. Motion PASSED.

Meeting adjourned at 6:55 p.m.

Respectfully submitted,

Audrey Lanzillo



City Council Meeting Minutes Monday, November 1, 2021 - 6:00 p.m. Council Chambers, City Hall

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

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

Mayor Brown called the meeting to order in Council Chambers at 6:01 p.m.

Salute to the Flag was led by Councilor Starkweather.

Councilor Desrochers honored the following: NH Staff Sergeant State Trooper Jesse Sherrill who was killed working a detail on I-95, Russell Cilley who served with the U.S. Marine Corps 4th Division as well as served in Roi Namur, Saipan, Tinian and Iwo Jima. He also honored Lieutenant Colonel William Powell Glenn who served with the U.S. Air Force Strategic Air Command and a member of the Franklin Planning Board for several years. Hazen Smith Lewis Jr. who served in the U.S. Navy from 1956-1962. Everett Hayes who served with the U.S. Navy on the U.S.S Chemauran. And John Carr who served with the U.S. Navy Submarine Service during the Korean War.

A moment of silence commenced in their honor.

Mayor Brown presented a proclamation to Brenda Petelle for her exceptional leadership and team building during COVID. All applauded Brenda on this special dedication to her.

Public Hearings

Ordinance #03-22, an amendment to the Franklin Municipal Code regarding Fireworks.

The public hearing opened at 6:10 p.m.

Mayor Brown asked if there was anyone who had comments or questions.

Ward 3 resident Ed Prive requested that the Fireworks Ordinance not include Sundays for those who work on Monday.

Ward 2 resident Barbara Doane stated that she is in agreement with resident Ed Prive. She would like Fireworks to only be allowed on certain holidays during the year. She has dogs that

shake of fear continuously and elderly neighbors who also get shaken up. People are lighting them off all hours of the day with no consideration for the ordinance already in place.

Ward 3 resident Kathy Rago stated that someone was lighting off fireworks next to her house in a heavily wooded area. She asked if there were current restrictions on lighting them in a heavily wooded area and a member of the Council stated that there wasn't. She is support of fireworks but only on the weekends.

Ward 1 resident Gary Brassard stated that a neighbor of his has post-traumatic stress and it affects him terribly. He also asked that the Council add language to the ordinance so that no one is allowed to light fireworks on City property including the Whitewater park. People leave their litter from fireworks and others have to clean it up.

Mayor Brown asked the public if there were any further comments or concerns. There were none.

The public hearing on Ordinance #03-22 closed at 6:18 p.m.

Resolution #06-22, a resolution to accept and appropriate \$906,956 for the Franklin School District.

The public hearing on Resolution #06-22 opened at 6:18 p.m.

Ward 3 resident Kathy Rago asked the Council if these funds were ESSER Funds. City Manager Milner replied that this money was not ESSER Funds and provided the breakdown to Mrs. Rago. Mrs. Rago provided some background on the \$211,997 and stated that this portion of fund balance could be returned to the City since it was given to them from the City to make the school whole since the school is receiving ESSER Funds in excess of \$6M. Rago suggested that the City use this excess school fund balance toward the police dispatch upgrade or given back to the tax payers.

Mrs. Rago stated that the town of Dunbarton was sued by a resident because unused fund balance from the school wasn't returned to offset property tax to the taxpayer.

City Manager Milner replied that the School is a dependent School District so their fund balance is returned to the City every year and since the funds were raised for the School District, the expectation was for the school to spend it. Cities do operate different than towns.

Mrs. Rago requested that the City consider keeping unused fund balance as stated in the City Charter that the Council is responsible to oversee the school district's funds.

Councilor Desrochers stated that the Council allows this to happen this way so that the school doesn't hurry and spend funds just for the sake of spending it but allows the school to "carry it over" and spend it on what is needed the following year.

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

The public hearing on Resolution #06-22 closed at 6:25 p.m.

Welcome to Jule Finely and the Franklin Players for a Preview of Matilda.

All applauded the cast and enjoyed the preview of their latest production.

Legislative Update

none

Comments from the Public

Ward 3 resident Kathy Rago stated that basic living expenses are doubling and tripling. She wonders how young families are making ends meet. She heard that the Council is considering breaking the tax cap and urged them not to do it.

Rago addressed the incoming \$6M ESSER Funds to the school district and pointed out that the guidelines for the school is very loose. She also asked the Council to reconsider allocating a certain amount of funds to the school. She reviewed the math and reading scores and understands that COVID placed a lot of new obstacles for learning and would like to see some benchmarks provided to the school. The students must be better prepared to enter the world.

Ward 3 resident Michael Lombardo is a parent of young children and hopes the City does not break the tax cap. He supports Kathy Rago's statements and would also like to see an effective use of the ESSER funds. Mr. Lombardo stated that if the school doesn't improve, he will move from this City.

Ward 1 resident Gary Brassard stated that the City owns a parcel on Green Street and asked the who was parked there and if they are paying rent. City Manager Milner stated that the office trailer belongs to AJ Coleman and they are not paying rent as part of the contract to do some of the work in the river. Mr. Brassard also asked if we are charging parking fees at the old Ciao Pasta site for the Peabody Place construction workers. Milner replied that the City is not charging them fees for parking there. He stated that the City should be including a charge in the contracts to these companies who are utilizing our land.

The Mayor's Drug Task Force coordinator Kandyce Tucker provided an overview of previous events with attendance and financial results and also provided a list of upcoming events to the City Council. She informed the Council and residents that if they wanted to participate in adopting a child or family for the Christmas gift giving program, to let her or Krystal Alpers know.

Ward 3 resident and new incoming City Councilor Valerie Blake provided some background of the Franklin Falls Business Group whose goals are to create vitality in the downtown. The Franklin Falls Business Group will be hosting the Holiday Stroll throughout downtown Franklin. The group is also organizing the Christmas wreath fundraiser for this year. They have also begun publishing a newsletter which will include all the activities going on. She thanked Krystal and Kandyce for all the hard work they have been doing.

Ward 3 resident Leigh Webb thanked Krystal and Kandyce for their hard work on organizing Fall Fest as well.

Ward 2 resident Janet Desrochers thanked Executive Secretary Audrey Lanzillo and Planning and Zoning director Seth Creighton for providing her with information and for addressing concerns on where campaign signs were being placed. Mrs. Desrochers also stated that she believed the motion under agenda item I. on the October 12th, 2021 meeting minutes was incorrectly stated. She stated that she wasn't part of the list of original people chosen to sit on the recount committee. She also wanted to remind the Council that the vote that was taken on October 11th, 2018 regarding who shall sit on a recount committee was not codified and it is still unknown if it was sent to the Secretary of State's office. It has remained on the table for three years and wondered if it will be addressed again. She also asked the Council to look at what else might be on the table and wondered how long they will remain there.

Mayor Brown thanked Mrs. Desrochers for bringing this up and stated that she will speak with City Manager Milner to review the other tabled items.

City Council Acknowledgements

Councilor Bunker gave a shout out to the Fire Department for winning the soup fest contest and to Krystal and Kandyce for organizing the Fall Fest Event. She also thanked Christine Dzujna for always helping out. Bunker stated that it was a lot of fun and looks forward to see it grow year after year.

Bunker also addressed a comment that resident Michael Lombardo made regarding the expectations of the school. She stated that she felt the same when coming to Franklin as a young family years ago and stated that funding for our school system has not been adequate. She provided further examples of why Franklin Schools need more money to get better results and that the City will not thrive if it doesn't provide a better education for its children.

Councilor Dzujna thanked the Fire Department for doing an amazing job with creating a much better use of space at the Fire Department. The renovations were done without taxpayer dollars and through their own staff who volunteered. Grant dollars and local supply donations helped to complete most of the work.

Dzujna also mentioned that Mathew Caplan raises money through his barbeque business and donated it to buy toys for families in need at Christmastime. This year he would also like to

purchase gift cards so families can buy food. Parks and Rec Director Krystal Alpers stated that it is still in the planning phase and will share the details when it has been finalized.

Councilor Testerman shares Councilor Dzujna's sentiments regarding the improvements made at Fire Department. One of the biggest changes to the building is the creation of a Command Center which has been desperately needed for many years.

Mayor's Update

Mayor Brown shared her thoughts of what a Mayor does. Building relationships with many citizens, City workers, local businesses and churches. She attended a ribbon cutting this morning and attended the Mayor's round table.

Mayor Brown also stated that Mayoral Committee members will remain as is until the new year and she asked the Councilors let her know which ones they want to be on.

Agenda Item I.

Council to consider the minutes of the October 4, 2021 City Council Meeting, the minutes of the October 12, 2021 City Council Special Meeting, and the minutes of the October 12, 2021 City Council Special Meeting (non-public session).

Motion - Councilor Bunker moved that the Franklin City Council approve the minutes of the October 4, 2021 City Council Meeting, the minutes of the October 12, 2021 City Council Special Meeting, and the minutes of the October 12, 2021 City Council Special Meeting (non-public session). Seconded by Councilor Starkweather.

Councilor Dzujna recused himself due to not being sworn in during the time these meetings occurred.

Eight in favor. One recusal. Motion PASSED.

Agenda Item II.

Council to consider Ordinance #03-22, and amendment to the Franklin Municipal Code, Chapter 215 Noise, 215-4.1 Fireworks and 215-6 Violations and Penalties.

Motion – Council Dzujna moved that the Franklin City Council adopts Ordinance #03-22 changes to the noise ordinance; specifically, the fireworks and violations & penalties sections.

Councilor Bunker stated that she would like to consider the amendment to remove Sunday from being one of the days allowed.

Councilor Testerman stated that any ordinance can't appease everyone. People work different scheduled other than M-F and this ordinance won't help them.

Councilor Dzujna stated that our Police Department works very hard and is concerned about how they will be able to enforce the ordinance.

Councilor Trudel stated that Chief Goldstein provided data on fireworks complaints. He also stated that Mr. Brassard suggested that fireworks shouldn't be allowed on City Property. Trudel stated these are good points and that the ordinance should be updated a bit further.

Motion – Councilor Trudel moved that Ordinance #03-22 be tabled for this evening and bring it back to the committee level to discuss and update. Seconded by Councilor Testerman.

All in favor. Motion PASSED. Ordinance #03-22 was tabled.

Agenda Item III.

Council to consider Resolution #06-22, a resolution to accept and appropriate \$906,956 to the Franklin School District FY2023 Budget.

Motion – Councilor Bunker moved 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. Seconded by Councilor Trudel.

Councilor Dzujna is in support of these funds going to school to continue to retain teachers and programs in need.

Councilor Testerman stated that the school benefits from the police department, the fire department, and other City services therefore asking for financial help from the schools is a reasonable request. She believes that allowing more money to go to the school and get little result is not conscionable. Testerman stated that some of this money should go toward City services. She is not in support of this resolution.

Councilor Desrochers stated that because these funds are specifically allocated from the state and federal for the school to use. The City is not allowed to utilize these funds. He wants to see positive results from the school and will support this resolution.

Councilor Bunker stated that high achieving students are leaving Franklin school because they are not offering classes that students need. She is in support of the resolution.

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)

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

By a roll call vote.

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

Motion PASSED.

Agenda item IV.

Superintendent Dan LeGallo provided an update to the City Council.

LeGallo began by stating that one test in May should not define the school and the ability of the students overall. The entire state scores dropped significantly due to COVID. He would like to focus on what the next steps are to work on this problem. LeGallo reiterated that students all over the country are struggling not just here in Franklin.

The elementary and middle schools have reinstituted the house and academy model of learning. Tutoring is available at all the schools. Elementary and High School hours have been adjusted to better capture the attention of those age groups. Additional special education teachers had been increased. Summer school was available for credit recovery.

Councilor Dzujna gave kudos to the school staff for what they pulled together when COVID hit. He stated that revitalizing the City is important so that it can attract investors which can potentially increase the tax base. This will allow for more money for the school. Dzujna stated that all the Councilors agree that educating Franklin's youth is important but revitalizing this City is also important. They go hand in hand.

Dzujna asked LeGallo what the Council can do to help the school's culture improve and also asked LeGallo what the schools can do to address the negative culture experienced by the students themselves. LeGallo replied that he believes the Portrait of a Graduate will help address this issue. The program is laser focused toward High School students. Sustaining the program isn't necessary in that the program is designed to be transformative. LeGallo added that once the program is in place, it become practice and part of the daily routine.

Councilor Trudel inquired to the percentage of costs that goes toward salary and benefits. LeGallo replied that the 63% that goes toward salary and benefits is the cost to teach the students. Other districts are closer to 70-75% so it actually shows that the school is understaffed. LeGallo stated that more than 3% is spent on student supplies and resources. He will provide more data and information to help explain how the school funds are relating to educating the students.

Councilor Testerman asked if there was any way the school and City can collaborate on addressing some of the City issues such as the roof at City Hall since the students utilize this space as well. She stated that the entire community is important and would like to see if there is any way to collaborate on how money should be spent.

LeGallo provided further updates on the Portrait of a Graduate Community Dinner at the Elks, the upcoming dinner planned at Mojalaki, the manufacturing walk-thru with the students, the Peabody Place tour for the student volunteers, additional ESSER Funds coming to the school, and the Teacher's Contract on its way to the Council for approval.

He concluded with mention of Matilda which opens this weekend and encouraged everyone to go and see it.

Agenda Item V.

School Board resignation and appointment.

Motion – Councilor Dzujna moved that the Franklin City Council acknowledge the resignation of Glen Carter, ward two school board member. Resignation filed with the City Clerk's office on October 26, 2021, with regret. Seconded by Councilor Testerman.

All in favor. Motion PASSED.

The appointing of the open school board seat.

Candidates David Testerman and Laurie Cass introduced themselves to the Council and explained the reasons for their interest in applying for the open school board seat.

Councilor Dzujna thanked the candidates for their interest in filling the school board seat. He stated that they are both educated and passionate. He was in support of David Testerman.

Motion – Councilor Zink moved that the Franklin City Council appoint Laurie Cass as ward 2 school board member. Term of service is to the October 2022 election. Seconded by Councilor Clarenbach.

By show of hands – 4 in support, 5 oppose the appointment of Laurie Cass.

Motion FAILED.

Motion - Councilor Dzujna moved that the Franklin City Council appoint David Testerman as ward 2 school board member. Term of service is to the October 2022 election. Seconded by Councilor Clarenbach. Seconded by Councilor Chandler.

By show of hands – 5 in support, 3 oppose.

There was discussion on whether Councilor Testerman could vote for her husband and a recess was called at 8:16 p.m. to inquire on this topic with the City attorney Paul Fitzgerald and also to see if there was any language in the RSA.

The Council reconvened at 8:32 p.m.

After discussion with the City attorney Paul Fitzgerald and review of the City Elected Official Code, the result was that Councilor Testerman did not need to recuse herself from voting to support her husband on the school board.

Mayor Brown requested another hand count to show in support for David Testerman to fill the open school board seat.

By show of hands – 5 in support, 4 oppose.

Motion PASSED. David Testerman will fill the school board seat.

Agenda Item VI.

Council to ratify the Franklin Education Association Agreement

Motion – Councilor Starkweather moved that the Franklin City Council ratifies the Franklin Education Association Agreement from 9/1/2022 – 6/30/2024 as presented by the school board. Seconded by Councilor Bunker.

Councilor Desrochers asked if the Fiscal impact is substantiable.

School Business Administrator Jefferson Braman explained the financial breakdown shown in the section behind Agenda Item VI. In the packet reflective in this current contract. LeGallo added that future budget funding sources will be explored but unknown at this time.

There was discussion on concerns of overspending and assurance from the school that they will continue to operate within a tax cap budget.

There was also an explanation to the mentoring aspect and \$1000 per year that a mentor receives per mentee.

All in favor of the contract. Motion PASSED.

Agenda Item VII.

Council to consider setting a public hearing on Resolution #07-22, a resolution to accept and appropriate \$6,076,391.29 in ARP ESSER III Funds for the School District.

Motion – Councilor Bunker moved that the Franklin City Council set a public hearing for December 6th, 2021 at 6pm regarding Resolution #07-22, to accept and appropriate \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth, for the purpose of funding costs associated with COVID 19 pandemic for the Franklin School District. Seconded by Councilor Desrochers.

There was no discussion.

All in favor. Motion PASSED.

Motion to read it title only was made by Councilor Trudel. Mayor Brown read aloud Resolution #07-22 in title only.

Agenda Item VIII.

Council to consider a title change from Welfare Administrator to Community Relations Liaison.

Motion – Councilor Testerman moved that the Franklin City Council approve the position title change only from Welfare Administrator to Community Relations Liaison. Seconded by Councilor Starkweather.

There was reference and discussion to the current Charter language where it states that the City must have a Welfare director. City Manager Milner stated that the job function is still intact and this would only be a title change. The Council agreed that further research before making any changes would make sense. City Manager Milner agreed.

Motion to table this change so more research can be completed was made by Councilor Clarenbach and seconded by Councilor Trudel.

All in favor. Motion PASSED.

Councilor Testerman suggested the Council review the City Charter to make any changes all at once rather than in small pieces at a time. City Manager Milner stated that the City Department heads are also looking at the code within their departments so updates there can be made as well.

Agenda Item IX.

Council to consider allowing fully vaccinated employees to convert 2 sick days to vacation days.

Motion – Councilor Clarenbach moved that the Franklin City Council allow all employees eligible for sick and vacation leave time to voluntarily convert 2 sick days to 2 vacation days upon proof of being fully vaccinated for COVID as defined by the Center for Disease Control. Eligible employees must make the request by February 28, 2022 when this program expires. Seconded by Councilor Dzujna.

There was discussion by the Council that this may be unconstitutional and marginalizing employees. It is a voluntary option and not required if an employee chooses not to get vaccinated.

Milner stated that the City is expending more and more money to employees who are quarantining which leaves teams shorthanded and money is paid out on overtime being expended. This would actually be a savings to the taxpayers. CARES Act money or ARPA money is no longer available to pay for COVID related absences.

Fire Chief Mike Foss and Police Chief Dave Goldstein both shared their experience with how COVID related absences has affected their staff. They are frustrated at how much of an enormous strain it has placed on their teams. Both are not in support of a mandate however they agreed that this is a voluntary program and hope staff will consider the health and safety of the public they serve as well as their own families.

Chief Goldstein stated that he has not asked his employees if they were vaccinated rather they share the information willingly so some information was acquired through casual conversation.

Neither chief will pressure anyone on their staff to get vaccinated.

Vote by show of hands. 5 in support, 4 oppose. Motion PASSED.

Agenda Item X.

Other Business

1. Committee Reports:

- a. Mayor Brown updated the Council on the Joint Finance Committee meeting. The committee discussed the City/School tax split, the federal funds that the School received, the new manufacturing programs, and the tax cap budget. Councilor Bunker stated that these meetings are a great way to continue building trust between the City and the School.
- b. The upcoming joint MSD/Legislative Committee Meeting is scheduled on 11/18 to review the solid waste ordinance.
- c. The School Liaison Committee meeting is scheduled for 11/8.

2. City Manager's Update:

- a. Contingent Grant Line Activity- will update the Council next month.
- b. Trust Fund for School Funding is \$146.04
- c. Welcome aboard Paul Bourque III, Firefighter
- d. Congratulations Officer Tracy & K9 Miller for the Law Enforcement Excellence Award, Finance Director Gaudette Years of Service Award with the Tax Collectors Association, SWAT School completion for Sergeant Guerriero, Officer Faro, Officer Francis, Detective Sergeant Matthews. Also congratulations for Mountain Bike school completion for Detective Sergeant Matthews and Officer Francis. At the Fire Department, Confined Space Training at the Army Corp of Engineers was completed by most of the Fire Department Staff. Milner gave a shout out to John Alessandro from the Water Department for completion of his Distribution 1 and Treatment 1 License. Milner also gave a shout out to Kandyce Tucker for receiving the Excellence and Leadership Award from the Department of Education. Milner also gave kudos to Director Gaudette and Business administrator Braman for setting the tax rate; the first in New Hampshire.
- e. Next workshop meeting is scheduled for 11/22
- f. 15 Trail Tax Deed – taxes will be paid back by the owner
- g. Drug Take Back Day is scheduled for 10/23
- h. Milner updated the Council on the Mayor's Drug Task Force Soup Fest/Mill City Park Get Out & Play Day.

- i. Where's the cannon? – Leo Paquin is refurbishing it and will be back in its location soon.
- j. Committee meetings November – Council consensus was given to combine the Municipal Services & Legislative committee meeting to review the Solid Waste Ordinance.
- k. Media Connections – Laconia Daily Sun Live, Work, Play Lakes Region Magazine highlights Franklin and has been distributed throughout New Hampshire. Milner gave a shout out to Fred Caruso at 94.1 who was named 2021 New Hampshire Association of Broadcasters, Broadcaster of the year.
- l. Mill City Park update – There is low flow every year at this time therefore all dams upstream plan their maintenance during this time.
- m. The Holiday Stroll will be on 12/3
- n. City Offices will be closed to honor Veterans on 11/11 (Thursday); 11/25-11/26 (Thurs-Fri)
- o. The state sent a letter regarding Redistricting. Milner will reply with the ward line and percentage information. The Council gave consensus to wait until the next election to update the Charter and not hold a special election.
- p. Milner provided updates to the Council on her follow-up log.
- q. MSD Director Hanscom is working on the Camaro sale.
- r. The Council gave consensus for skip the November City Council Special Meeting - Workshop in November.

There was mention of a door opened in the boarded up house on School Street and people were going in and out.

Councilor Chandler stated that there is another RV and possible abandoned car along with a bicycle in the lot next to the Insulfab building again.

3. Late Items:

Milner stated this was a result of the City Council Special Meeting – Workshop in October 2021.

Motion – Councilor Bunker moved that the Franklin City Council set a public hearing for Monday, December 6, 2021 at 6 p.m. regarding resolution #08-22 authorizing the City Manager to borrow up to \$520,894 and appropriating \$454,106 in Capital Reserve funds for the Police Communications Center upgrade. Seconded by Councilor Dzujna.

Councilor Zink requested the City go out for at least three bids. Milner stated that this would normally be best practice however the company which has been chosen to do the work has the equipment and specialty with this type of equipment. Milner stated she can confirm with the company that this was their best quote.

Councilor Chandler asked if we can also confirm this amount is current since the costs are constantly going up and the City should also be very specific with the equipment and cost.

Milner replied that if this quote comes back higher she will bring it back to the Council.

Councilor Zink asked if the Council is going to look into the Capital Reserve formula and Milner replied that this is being reviewed.

There was no further discussion.

All in favor. Motion PASSED.

There was discussion on a Council appointment on the Planning Board.

Motion – Councilor Zink moved that the Franklin City Council appoint Ted Starkweather as a regular member seat to the Planning Board. Seconded by Councilor Clarenbach.

All in favor Motion PASSED.

Motion – Councilor Zink moved to appoint Paul Trudel as the alternate Councilor seat on the Planning Board. There was no second.

Mayor Brown suggested since there will be new councilors joining the Council in January, if would be good to hold on this and wait to hear from the full council on what their interests are. Consensus from the Council was to hold on this motion.

Motion was made by Councilor Trudel to allow Valerie Blake and Vince Ribas to sit in on the nonpublic session tonight. Seconded by Councilor Dzujna.

There was no discussion. All in favor. Motion PASSED.

Non-Public Needed:

Motion to go into non-public according to RSA 91-A:3 II (f) 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 was made by Councilor Zink and seconded by Councilor Trudel.

Roll Call to vote to enter into non-public:

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

All in favor. Motion PASSED.

Entered into nonpublic session at 9:52 p.m.

Motion to leave nonpublic and return to public session was made by Councilor Desrochers and seconded by Councilor Testerman.

All in favor. Motion PASSED.

Public session reconvened at 10:15 p.m.

Motion to seal the minutes was made by Councilor Zink 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 Dzujna	Yes	Councilor Chandler	Yes	Councilor Testerman	Yes
Councilor Clarenbach	Yes	Councilor Starkweather	Yes	Councilor Trudel	Yes
Councilor Desrochers	Yes	Councilor Bunker	Yes	Councilor Zink	Yes

All in favor. Motion PASSED.

Motion – Councilor Desrochers moved that the Franklin City Council move forward with the lease termination letter for Solar I and II. Seconded by Councilor Testerman.

There was no discussion.

All in favor. Motion PASSED.

Motion – Councilor Zink moved that the Franklin City Council move forward with a 155B Petition for map/lot 135-131-000. Seconded by Councilor Clarenbach.

There was no discussion.

All in favor. Motion PASSED.

Motion to adjourn was made by Councilor Bunker and seconded by Councilor Zink.

All in favor. Motion PASSED.

The meeting adjourned at 10:17 p.m.

Respectfully submitted,

Audrey Lanzillo

CITY COUNCIL MEETING
AGENDA ITEM II



CITY OF FRANKLIN COUNCIL AGENDA REPORT

City Council Meeting November 1st, 2021

From: Dan LeGallo, Superintendent

Subject: ESSER III (Elementary and Secondary School Emergency Relief) fund, ARP IDEA/Preschool, and ARP Homeless Children and Youth (ARPA Act)

Recommended

Suggested Motion for the November 1st, 2021 Meeting of the City Council:

Councilor moves, "I move that the Franklin City Council set a public hearing for December 6th, 2021 at 6pm regarding Resolution #07-22, to accept and appropriate \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth, for the purpose of funding costs associated with COVID 19 pandemic for the Franklin School District."

Mayor calls for a second, discussion and vote.

Suggested Motion for the December 6th, 2021 Meeting of the City Council:

Councilor moves, "I move that the Franklin City Council vote to adopt Resolution #07-22, to accept and appropriate \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth, for the purpose of funding costs associated with COVID 19 pandemic for the Franklin School District."

Mayor calls for a second, discussion and vote.

Background: Due to the passing of the federal ARPA (American Rescue Plan Act) the Franklin School District through the New Hampshire Department of Education was awarded \$6,076,391.29 in federal grant monies for costs related to the COVID 19 pandemic. The funds have been titled ESSER III (Elementary and Secondary School Emergency Relief) Fund, ARP IDEA/Preschool and ARP Homeless Children and Youth. The funds are intended for the purpose of funding for pandemic costs (i.e. chromebooks/computers/software), compensatory special education services, learning loss, homeless children and youth costs, personal protection equipment, food service distributions costs, sanitizing equipment, social emotional services, personnel costs, other instructional tools, HVAC Repairs/Renovations etc.

Fiscal Impact: This amount will have no effect on the taxes raised by the City of Franklin as these are federal grants distributed through the New Hampshire Department of Education to districts throughout the State of New Hampshire.

Alternatives: Do not appropriate at this time.

Attachments/Exhibits: Resolution 07-22



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

316 Central Street
Franklin, NH 03235

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

RESOLUTION # 07-22

A Resolution Granting Authority to Accept and Appropriate \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth for the Franklin School District.

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 \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth;

WHEREAS, the City Council of the City of Franklin would like to appropriate \$6,076,391.29 of the above mentioned funds in order to expend for costs associated with the COVID-19 pandemic for such things as technology costs (chromebooks, computers, software), compensatory special education services, homeless children and youth costs, learning loss, personal protection equipment, food service distributions costs, sanitizing equipment, social emotional services, personnel costs, other instructional tools, HVAC Repairs/Renovations etc., **Now**,

THEREFORE, BE IT RESOLVED, *that at a regularly scheduled meeting of the City Council on December 6th, 2021, the City Council of Franklin New Hampshire does hereby vote to adopt resolution #07-22 to formally accept and appropriate \$6,076,391.29 of federal funding from the passage of the ARPA Act by the federal government in response to the COVID-19 pandemic through the New Hampshire Department of Education under the ESSER III Fund and IDEA/Preschool and Homeless for the Franklin School District.*

An Increase in Revenues:

ESSER III Fund (ARPA Act) – Five Million, Nine Hundred Eighty-Seven Thousand, Two Hundred Fifty-Two Dollars and Ten Cents (\$5,987,252.10)

ARP IDEA/Preschool – Seventy-Three Thousand, Four Hundred Fifty-Eight Dollars and Forty-Three Cents (\$73,458.43)

ARP Homeless Children and Youth – Fifteen Thousand, Six Hundred Eighty Dollars and Seventy-Six Cents (\$15,680.76)

An Increase in Expenditures:

School District expenditures in the total amount of Six Million Seventy-Six Thousand, Three Hundred Ninety-One Dollars and Twenty-Nine Cents (\$6,076,391.29)

This resolution is non lapsing.

By a roll call vote.

Roll Call:

Councilor Bunker	_____	Councilor Desrochers	_____	Councilor Testerman	_____
Councilor Chandler	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	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 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, December 6, 2021 at 6:00 p.m. in Council Chambers at Franklin City Hall regarding Resolution #07-22, to accept and appropriate \$6,076,391.29 of ARP ESSER III Funds to the Franklin School District.

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**

October 27, 2018

From: Judie Milner, City Manager

Subject: Council to consider adoption of resolution 08-22, authorization to borrow and appropriation of Capital Reserve Funds for the Police Communication Center Upgrade project.

Suggested Motion:

Councilor moves, "I move that the Franklin City Council adopts resolution 08-22 authorizing the City Manager to borrow up to \$520,894 and appropriating \$454,106 in capital reserve funds for the police communications center upgrade."

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

Discussion:

The necessary upgrade to the City's police communications (dispatch) center has been the topic of discussion in many council meetings, workshops (both budget and SWOT) and police committee meetings. The current communications system has been obsolete for a few years and is now unsupported by the manufacturer. Our service provider has resorted to getting parts for our current system on eBay or similar online sites. At some point in the near future, parts will be unavailable. The communications center provides dispatch services to Franklin Police department as well as the police departments of 5 other communities: Hill, Alexandria, Bristol, Danbury, and Andover. The center handles approximately 40,000 calls for service annually. The upgrade has been a priority of the city management team for several years and has been supported by the council on several occasions.

Fiscal Impact:

The project is recommended to be funded within the tax cap budget through savings and expiring debt as depicted in the following table:

Police Dispatch Upgrade FY2022 Proposed Cost Analysis		
Line#	Description	Amount
1	Cost of project	\$975,000
2	Capital Reserve Funds:	
2a	One time money from St of NH set aside for dispatch project	-\$229,696
2b	Money placed in capital projects by Council at end of FY2021	-\$224,410
3	Amount of Project to be Financed	\$520,894
4	Annual Payment Assuming 1.95% interest rate, 7 year term	\$80,234
5	How to pay for the Annual Payment:	
5a	Street Light Note Paid off FY22	(30,000.00)
5b	Old System Annual Service Contract	(12,000.00)
5c	Radio Lines Annual Savings (add'l phone line connections needed by the current system)	(4,800.00)
5d	Fiber Note Paid off FY23	(34,000.00)
6	Annual Note Payment Difference to Be Found In or (Returned to) GF Budget	-\$566

Alternatives:

Do not fund. Failure of the system could jeopardize the safety of the public and the officers of 6 communities. Merrimack County was unable to sustain our call volume for more than 24 hours, without an upgrade similar to this, as proven in the cyber issue the City experienced over a year ago.

Attachments/Exhibits:

Resolution 08-22



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

316 Central Street
Franklin, NH 03235

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

RESOLUTION #08-22

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

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

WHEREAS, the City of Franklin, New Hampshire budget for Fiscal Year 2022 began July 1, 2021, **and**;

WHEREAS, the City Council of the City of Franklin recognizes the need for new police communication center radio system due to aging infrastructure to the point that it is no longer being maintained by the manufacturer, **and**;

WHEREAS, the City Council of the City of Franklin recognizes that the police communication center provides critical life safety assistance to both the public and 1st responders of 6 communities including the City of Franklin, **and**;

WHEREAS, the City Council of the City of Franklin wishes to move forward with this critical project totaling \$975,000 by funding it with existing capital reserve funding and authorizing the City to borrow for the remaining cost of the project, **Now**;

THEREFORE, BE IT RESOLVED, that at their regularly scheduled meeting of the City Council on Monday, December 6, 2021, the City Council of Franklin New Hampshire does hereby vote to adopt resolution 08-22, authorizing the City Manager to borrow up to \$520,894 for a period of 7 years at the best interest rate the City can receive and authorize the City Manager to sign and take action on all relevant documents pertaining to the borrowing and appropriating \$454,106 from capital reserve funds as a non-lapsing appropriation as follows:

An Increase in Revenues:

Transfer from Capital Reserve Funds Acct. No. 01-0-000-39150-000 – Four Hundred Fifty-Four Thousand One Hundred Six Dollars (\$454,106),

An Increase in Expenditures:

Capital Projects Technology Acct. No. 01-9-014-40770-000 – Four Hundred Fifty-Four Thousand One Hundred Six Dollars (\$454,106),

By a roll call vote.

Roll Call:

Councilor Bunker	_____	Councilor Desrochers	_____	Councilor Starkweather	_____
Councilor Dzujna	_____	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: _____

**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, December 6, 2021 at 6:00 p.m. in Council Chambers at Franklin City Hall regarding Resolution #08-22, to authorize the City Manager to borrow \$520,894 and appropriate \$454,106 for the police communications center upgrade.

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 December 6, 2021

Subject:

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

CITY COUNCIL MEETING
AGENDA ITEM V



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
for December 6, 2021

From: Seth Creighton, Director of Planning & Zoning

Subject: Building Permit Proposals for Property on a Private Road
41 Riverview Dr, Map-Lot 115-024-000

Recommendation:

Recommend approving the request to build/occupy a residential structure(s) at 41 Riverview Drive, a private road.

Suggested Motion:

"I move that the Franklin City Council approve the issuance of a Building Permit and year-round Certificate of Occupancy for 41 Riverview Dr, Map-Lot 115-024, and authorize the City Manager to execute the Agreement and Notice of Release from Municipal Responsibility and Liability between the City of Franklin and the owners. Said fully executed agreement is to be recorded at the *Merrimack County Registry of Deed*; the recording and recording fees are the responsibility of the applicant. Recording must be complete before permits can be issued."

Mayor calls for a second, discussion, and vote.

Discussion: When an individual wishes to build a structure on a private road or a Class VI road (road owned by the City, but are not maintained by the City) the provisions of NH State Law RSA 674:41 "Erection of Buildings on Streets; Appeals" apply. This law says that the issuance of the permit must be approved by the governing body (City Council). This statute also references that a recommendation on the request shall come from the Planning Board. The purpose of this law is to allow a municipality and the property owner to come to an understanding of what living/owning on an unmaintained road means, and/or if it's even safe to allow such. This procedure is applicable each time a new structure is proposed.

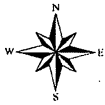
This request is relevant to 41 Riverview Dr. Riverview Dr is a private road. This request is happening after-the-fact. In 2018 a building permit was issued for a new house, and in 2020 a building permit was issued for a garage. The house and garage were completed. Prior to issuing an Occupancy Permit, City staff realized the provisions of RSA 674:41 had not been adhered to.

In 2020 the applicant made some improvements to the road and worked with the City to meet the provisions of RSA 674:41, but efforts to bring this to the Council stalled, due to Covid-19. Over the last few months the applicant, staff, and City's legal counsel worked to get this back on track. It has now been reviewed by the City's technical departments; it was also brought to and supported by the Planning Board in November 2021.

Fiscal Impact: There are no anticipated costs to the City related to this request.

Alternatives: The Council can either approve with conditions, or deny, the request.

Attachments/Exhibits: Map of Riverview Dr; Letters from Franklin Fire Dept.; Draft "Release of Liability".



Franklin, NH



CAI Technologies
Product Mapping, Corporate Graphics

1 inch = 200 Feet

A horizontal number line with arrows at both ends. It is marked with the numbers 0, 200, 400, and 600.

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

59 West Bow Street • 03235

Tel : (603) 934-2205
FAX: (603) 934-7408

Michael J Foss, Fire Chief/EMD

David J Hall, Deputy Chief

October 26th, 2021

Planning, Zoning and Building
124 Memorial Street
Franklin, NH 03235

Director Creighton,

I am writing as a follow up to our discussion regarding the Fire Department's accessibility to properties located on Riverview Drive. Please be aware that the Fire Department's position regarding accessibility remains the same as it did in September of 2019. Though the street is paved, the Fire Department has no proof regarding the stability or integrity of the road's base. Based on the conversation that I had with Director Lewis prior, and his concerns regarding the integrity of the roadway, it is unclear as to whether or not the roadway can withstand the weight of fire apparatus.

If it helps moving forward, I would be willing to reevaluate Riverview Drive's condition based on a qualified experts' findings as to its current condition. In the meantime, the Fire Department will still make every effort to respond to and mitigate hazards in a timely manner. Please note however, this mitigation may be delayed based on the current conditions. Feel free to reach out to me with any other questions or concerns. Thank you for your attention to this matter,

Respectfully,

Michael Foss
Fire Chief/EMD



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

59 West Bow Street • 03235

Tel : (603) 934-2205
FAX: (603) 934-7408

Michael J Foss, Fire Chief/EMD

David J Hall, Deputy Chief

September 5th, 2019

Planning, Zoning and Building
124 Memorial Street
Franklin, NH 03235

Dear Director Lewis,

I am writing as a follow up to our discussion regarding the fire department's accessibility to properties located on Riverview Drive. By way of review, Captain Reale and I drove down to assess the property owned by Mr. Chris Dumont on August 29th, 2019.

As a result of our assessment, both Captain Reale and I have determined that given the current condition of the road, and the anticipated condition this coming Winter, our Fire and EMS apparatus will have difficulty making access to this location. On the date of our inspection, Riverview Drive appeared to need regrading of the roadway for large pieces of fire apparatus to access Mr. Dumont's home.

Obviously, we will make any reasonable effort to mitigate emergencies in this area, however please know that most likely a delay in service will occur when responding. Fire suppression equipment might need to be advanced through difficult terrain, and additional EMS personnel might be needed for carry-out challenges. If you should have any further questions regarding the access challenges to Riverview Drive, please feel free to contact me. Thank you for your help in this matter.

Respectfully,

Michael Foss

Fire Chief/EMD

Agreement and Notice of Release from Municipal Responsibility and Liability

This Agreement is made this _____ day of _____, 2021, by and between _____ ("the Applicant"), of _____ [home town/city], in Merrimack County, New Hampshire, and the City of Franklin ("the City"), New Hampshire, a municipal corporation organized under the laws of the State of New Hampshire.

WHEREAS, the Applicant owns certain real property on _____ in the City of Franklin, New Hampshire, identified as Tax Map _____ Lot _____, and described in a deed recorded at Book _____, Page _____, at the Merrimack County Registry of Deeds [hereinafter "the property"]; and

WHEREAS, the portion of _____ upon which the property fronts is a private way; and

WHEREAS, the Applicant seeks to use a portion of _____ in Franklin for access to the property; and

WHEREAS, as a Class 6 or private way, the City currently bears no, nor assumes any, responsibility for the maintenance or upkeep, including, but not limited to, plowing, sanding or salting, grading, drainage repairs, damage from erosion and run-off, or the repairs of potholes, or any liability from the use of said roadway;

WHEREAS, the City has agreed to the issuance of a building permit for the construction or expansion of a residential structure with said use subject to the terms and conditions contained in the present Agreement and Release between the Applicant and the City and upon the filing and recording of this notice pursuant to N.H. RSA 674:41;

NOW, THEREFORE, the City and the Applicant agree as follows:

1. The City shall not accept or incur any responsibility for maintenance, including, but not limited to, plowing, sanding or salting, grading, drainage repairs, damage from erosion and run-off, or the repairs of potholes, nor liability for any damages resulting from the use by the Applicant, or any other persons, of _____ using said road for access to the property of the Applicant.
2. The Applicant, singularly, or in concert with other persons or property owners shall be responsible for maintaining access to the property over said road in a reasonable and safe condition and hereby release and discharge the City and its officers, agents, and employees from maintaining said road in any way.
3. Prior to implementation of such access, the Applicant, singularly, or in concert with other persons or property owners shall improve said road, or portions thereof, to the satisfaction [as expressed in writing and filed with Planning Office) of the Franklin Municipal Services Director, or a designee, including installation of such culverts as

may be required, maintenance of which culverts shall be the responsibility of the Applicant, singularly, or in concert with other persons or property owners, thereafter.

4. The Applicant shall indemnify and hold harmless the City from and against any claim or liability of any nature, whether in at law or in equity, including those incurred through non-provision of any municipal service, including police, fire, and ambulance services, arising out of the condition of the aforesaid road as a Class VI highway or private way, in any way arising from the condition of the said road.
5. The Applicant shall assume responsibility for maintenance and repair of the aforesaid road and agree that at his/her own expense or at the expense of him/herself and other owners of property similarly located on said road, they will clear and maintain said roadway to a width of not less than twenty (20) feet, and to repair and maintain the traveled portion of the said road in a good and passable condition. All proposed changes and improvements to the said road are to be approved in advance in writing by City's Municipal Services Director, in consultation with other appropriate city officials.
6. Construction and occupancy or use of the structure alluded to above shall not be deemed to constitute evidence of public necessity and convenience requiring layout or alteration of the said road as a Class V road.
7. The Applicant shall be responsible for any cost of filing a copy of this Agreement in the Merrimack County Registry of Deeds.
8. This agreement shall be binding on the Applicant and all heirs, successors and assigns.

Executed this _____ day of _____, 2021

Applicant

City Manager, Franklin
Duly Authorized by the Franklin City
Council

STATE OF NEW HAMPSHIRE)
COUNTY OF MERRIMACK) ss.

Before me, on this _____ day of _____, 2021, personally appeared _____ and _____, personally known (or satisfactorily proved) to me to be the same, and executed this instrument for the purposes within stated.

Justice of the Peace/Notary Public
Typed/printed name: _____
My commission expires: _____



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
for December 6, 2021

From: Seth Creighton, Director of Planning & Zoning

Subject: Building Permit Proposals for Property on a Class VI Road
68 -70 Kelly Rd, Map-Lot 138-403.1

Recommendation:

Recommend approving the request to build a freestanding residential accessory structure (barn/garage) at 68 - 70 Kelly Rd, a Class VI road.

Suggested Motion:

"I move that the Franklin City Council approve the issuance of a Building Permit for a garage/barn at 68 -70 Kelly Rd (a Class VI road), Map-Lot 138-403.1 with the condition that the City's standard Release of Liability be signed by both parties and recorded at the Merrimack County Registry of Deed. The recording and recording fees are to be the responsibility of the applicant. Applicant also understands they shall maintain the road such that it supports the weight of Fire Dept. apparatus, per NFPA 1 Chapter 18. Recording must be complete before permits can be issued."

Mayor calls for a second, discussion, and vote.

Discussion: When an individual wishes to build a structure on a private road or a Class VI road (road owned by the City, but are not maintained by the City) the provisions of NH State Law RSA 674:41 "Erection of Buildings on Streets; Appeals" apply. This law says that the issuance of the permit must be approved by the governing body (City Council). This statute also references that a recommendation on the request shall come from the Planning Board. The purpose of this law is to allow a municipality and the property owner to come to an understanding of what living/owning on an unmaintained road means, and/or if it's even safe to allow such. This procedure is applicable each time a new structure is proposed.

This request is relevant to 68- 70 Kelly Rd. Kelly Road is a Class VI road. This request is to add a barn/garage to a property which currently houses two single family homes. The property file shows that provisions of RSA 674:41 were adhered to prior to building one of the homes in 2002, however, the Release of Liability was never recorded.

The current request has been reviewed by the Fire Dept and the proposed motion incorporates their suggested condition. The application is still under review by the Police Dept and MSD, but I should have their feedback by the night of the Council meeting. This matter will be presented to the Planning Board (PB) at their meeting of September 27th; it will be my recommendation to the Board that they approve this request (typically the PB would review this prior to Council, but the calendar timing didn't work this time).

Fiscal Impact: There are no anticipated costs to the City related to this request.

Alternatives: The Council can either approve with conditions, or deny, the request.

Attachments/Exhibits: Map of Kelly Rd; Draft "Release of Liability".



Kelly Rd
Proposed Barn/
Garage

2X 1051 JK

Franklin, NH

1 inch = 80 Feet

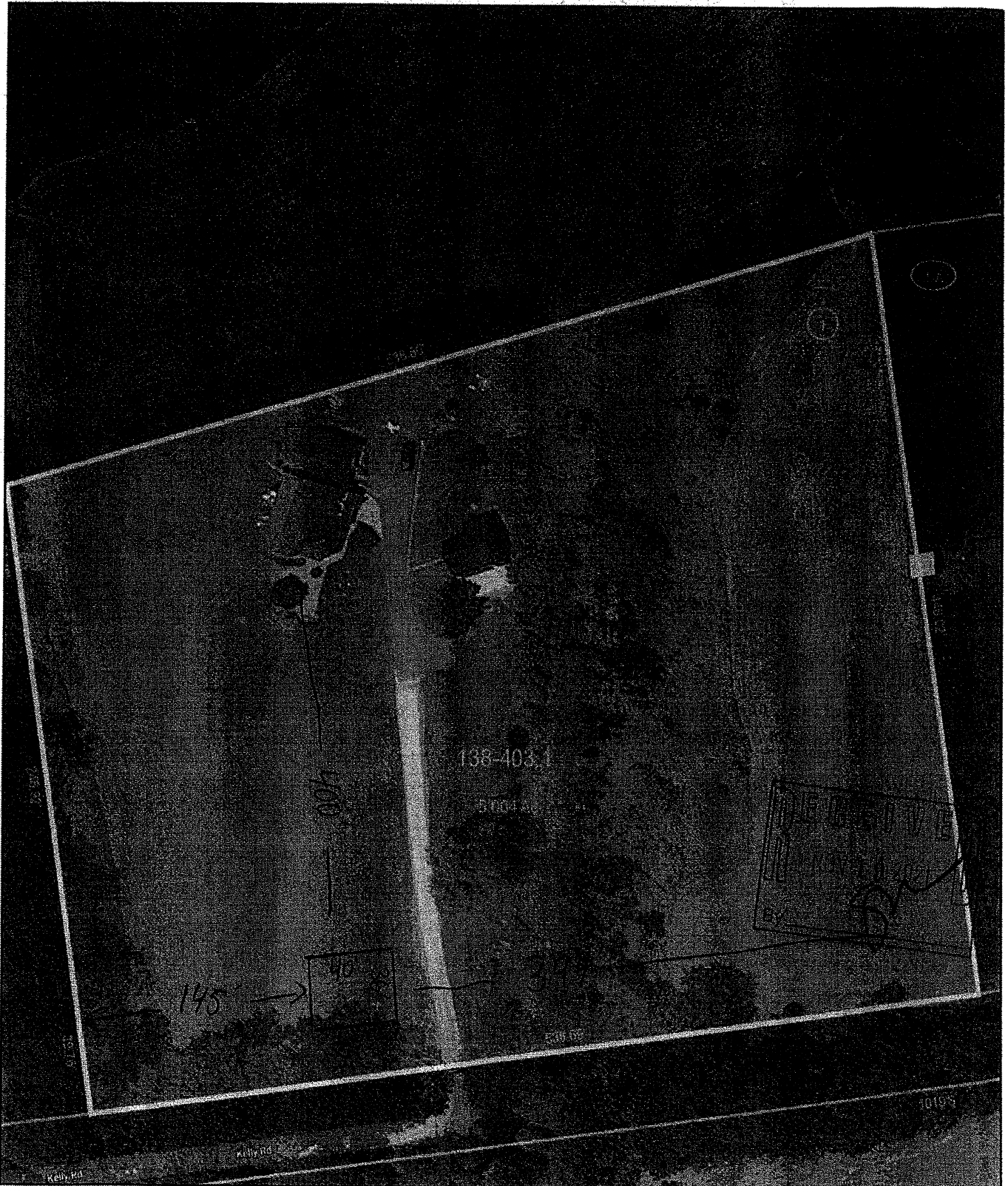


CAI Technologies
Premier Mapping & Geospatial Solutions

October 22, 2021

www.cai-tech.com

0 80 160 240



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Revised Setback = 40' Front, 25' Side, 25' Side



Kelly Road. 68-70 Kelly Rd is Lot 403.1

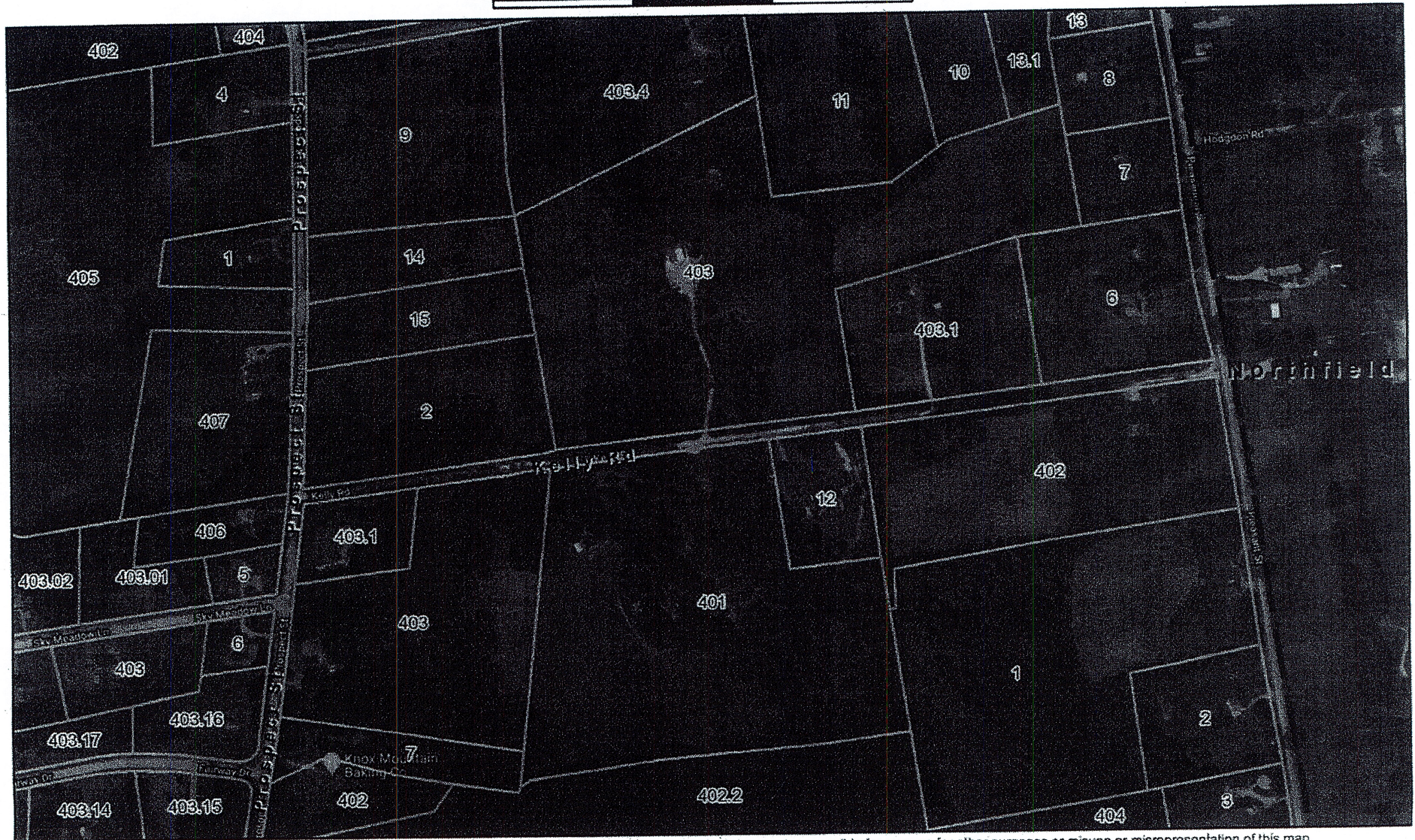
Franklin, NH



November 29, 2021

1 inch = 400 Feet

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Agreement and Notice of Release from Municipal Responsibility and Liability

This Agreement is made this _____ day of _____, 2021, by and between _____ ("the Applicant"), of _____ [home town/city], in Merrimack County, New Hampshire, and the City of Franklin ("the City"), New Hampshire, a municipal corporation organized under the laws of the State of New Hampshire.

WHEREAS, the Applicant owns certain real property on _____ in the City of Franklin, New Hampshire, identified as Tax Map _____ Lot _____, and described in a deed recorded at Book _____, Page _____, at the Merrimack County Registry of Deeds [hereinafter "the property"]; and

WHEREAS, the portion of _____ upon which the property fronts is a private way; and

WHEREAS, the Applicant seeks to use a portion of _____ in Franklin for access to the property; and

WHEREAS, as a Class 6 or private way, the City currently bears no, nor assumes any, responsibility for the maintenance or upkeep, including, but not limited to, plowing, sanding or salting, grading, drainage repairs, damage from erosion and run-off, or the repairs of potholes, or any liability from the use of said roadway;

WHEREAS, the City has agreed to the issuance of a building permit for the construction or expansion of a residential structure with said use subject to the terms and conditions contained in the present Agreement and Release between the Applicant and the City and upon the filing and recording of this notice pursuant to N.H. RSA 674:41;

NOW, THEREFORE, the City and the Applicant agree as follows:

1. The City shall not accept or incur any responsibility for maintenance, including, but not limited to, plowing, sanding or salting, grading, drainage repairs, damage from erosion and run-off, or the repairs of potholes, nor liability for any damages resulting from the use by the Applicant, or any other persons, of _____ using said road for access to the property of the Applicant.
2. The Applicant, singularly, or in concert with other persons or property owners shall be responsible for maintaining access to the property over said road in a reasonable and safe condition and hereby release and discharge the City and its officers, agents, and employees from maintaining said road in any way.
3. Prior to implementation of such access, the Applicant, singularly, or in concert with other persons or property owners shall improve said road, or portions thereof, to the satisfaction [as expressed in writing and filed with Planning Office) of the Franklin Municipal Services Director, or a designee, including installation of such culverts as

may be required, maintenance of which culverts shall be the responsibility of the Applicant, singularly, or in concert with other persons or property owners, thereafter.

4. The Applicant shall indemnify and hold harmless the City from and against any claim or liability of any nature, whether in at law or in equity, including those incurred through non-provision of any municipal service, including police, fire, and ambulance services, arising out of the condition of the aforesaid road as a Class VI highway or private way, in any way arising from the condition of the said road.
5. The Applicant shall assume responsibility for maintenance and repair of the aforesaid road and agree that at his/her own expense or at the expense of him/herself and other owners of property similarly located on said road, they will clear and maintain said roadway to a width of not less than twenty (20) feet, and to repair and maintain the traveled portion of the said road in a good and passable condition. All proposed changes and improvements to the said road are to be approved in advance in writing by City's Municipal Services Director, in consultation with other appropriate city officials.
6. Construction and occupancy or use of the structure alluded to above shall not be deemed to constitute evidence of public necessity and convenience requiring layout or alteration of the said road as a Class V road.
7. The Applicant shall be responsible for any cost of filing a copy of this Agreement in the Merrimack County Registry of Deeds.
8. This agreement shall be binding on the Applicant and all heirs, successors and assigns.

Executed this _____ day of _____, 2021

Applicant

City Manager, Franklin
Duly Authorized by the Franklin City
Council

STATE OF NEW HAMPSHIRE)
COUNTY OF MERRIMACK) ss.

Before me, on this _____ day of _____, 2021, personally appeared _____ and _____, personally known (or satisfactorily proved) to me to be the same, and executed this instrument for the purposes within stated.

Justice of the Peace/Notary Public

Typed/printed name: _____

My commission expires: _____



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
for December 6, 2021

From: Seth Creighton, Director of Planning & Zoning

Subject: Building Permit Proposals for Property on a Private Road
21 Kenrick Farm Rd, Map-Lot 99-404

Recommendation:

Recommend approving the request to build a 10,000 sq. ft. +/- woodworking shop at 21 Kenrick Farm Rd, a private road.

Suggested Motion:

*"I move that the Franklin City Council approve the issuance of a Building Permit and year-round Certificate of Occupancy for 21 Kenrick Farm Rd, Map-Lot 99-404, and authorize the City Manager to execute the Agreement and Notice of Release from Municipal Responsibility and Liability between the City of Franklin and the owners. Approval is contingent upon the following conditions (**conditions to be provided at/before the City Council meeting*). Said fully executed agreement is to be recorded at the Merrimack County Registry of Deed; the recording and recording fees are the responsibility of the applicant. Recording must be complete before permits can be issued."*

Mayor calls for a second, discussion, and vote.

Discussion: When an individual wishes to build a structure on a private road or a Class VI road (road owned by the City, but are not maintained by the City) the provisions of NH State Law RSA 674:41 "Erection of Buildings on Streets; Appeals" apply. This law says that the issuance of the permit must be approved by the governing body (City Council). This statute also references that a recommendation on the request shall come from the Planning Board. The purpose of this law is to allow a municipality and the property owner to come to an understanding of what living/owning on an unmaintained road means, and/or if it's even safe to allow such. This procedure is applicable each time a new structure is proposed.

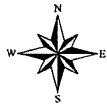
This request is relevant to 21 Kenrick Farm Rd, a 24.25-acre lot which currently houses a single-family home. Kenrick Farm Rd is a private road. This request is to add a 10,000 sq. ft. commercial woodworking/ cabinet maker shop. Kenrick Farm Rd is a private road that looks more like a shared driveway; there is no street sign. The Planning Board's (PB) approved the site plan (commercial use); a condition of their approval includes that a street sign and stop sign be installed at the beginning of Kenrick Farm Rd, and that the brush growing along Kenrick Farm Rd be removed. PB also supported by the Planning Board in November 2021.

This proposal is currently being reviewed by the City's technical departments; I suspect that there will be suggested conditions of approval; I will bring those suggestions to the Council meeting and we can edit the suggested motion, if necessary.

Fiscal Impact: There are no anticipated costs to the City related to this request.

Alternatives: The Council can either approve with alternate conditions, no conditions, or deny, the request.

Attachments/Exhibits: Map of Kenrick Farm Rd; Draft "Release of Liability".



Kenrick Farn Rd

Franklin, NH

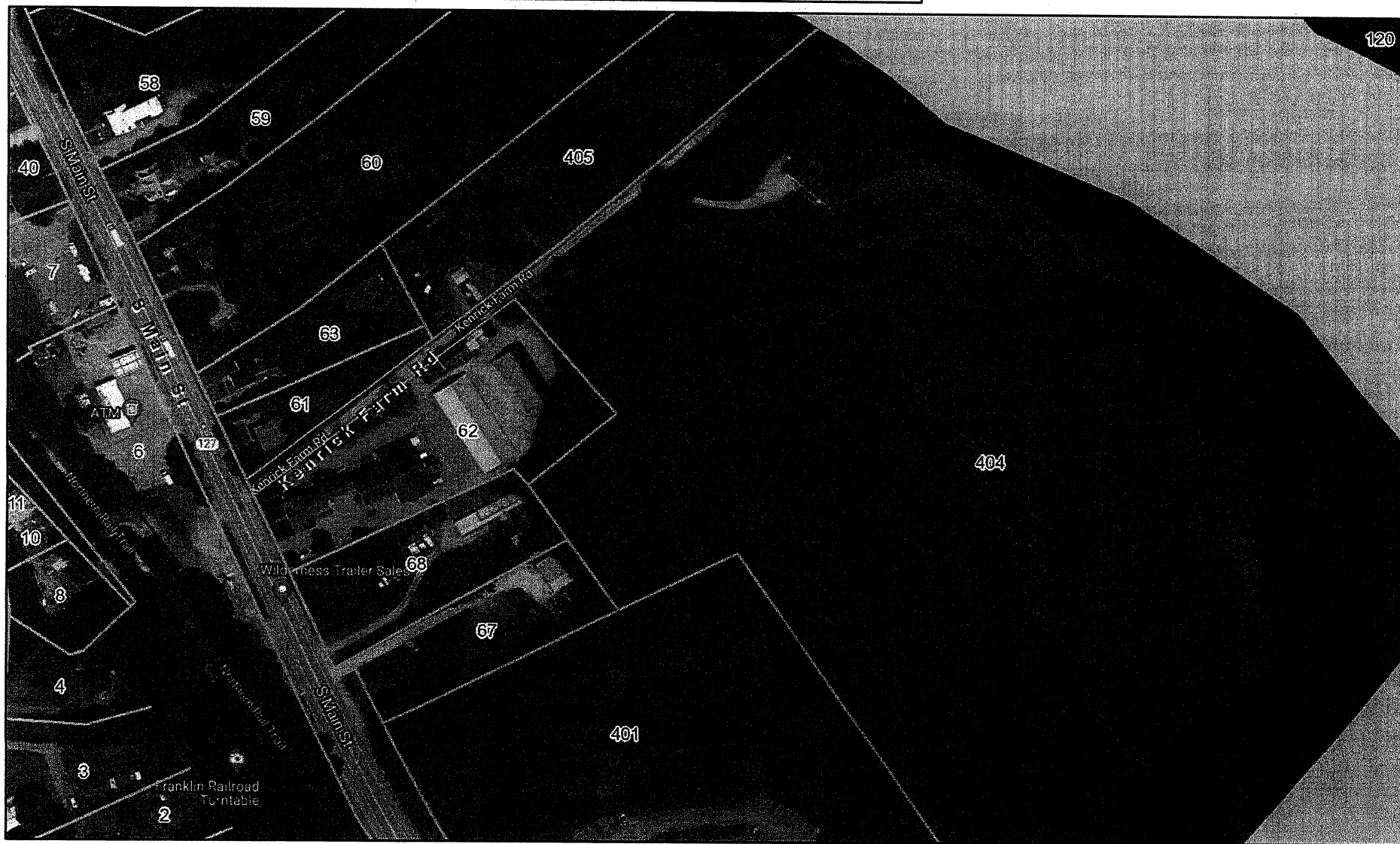


November 29, 2021

1 inch = 200 Feet

0 200 400 600

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Agreement and Notice of Release from Municipal Responsibility and Liability

This Agreement is made this _____ day of _____, 2021, by and between _____ ("the Applicant"), of _____ [home town/city], in Merrimack County, New Hampshire, and the City of Franklin ("the City"), New Hampshire, a municipal corporation organized under the laws of the State of New Hampshire.

WHEREAS, the Applicant owns certain real property on _____ in the City of Franklin, New Hampshire, identified as Tax Map _____ Lot _____, and described in a deed recorded at Book _____, Page _____, at the Merrimack County Registry of Deeds [hereinafter "the property"]; and

WHEREAS, the portion of _____ upon which the property fronts is a private way; and

WHEREAS, the Applicant seeks to use a portion of _____ in Franklin for access to the property; and

WHEREAS, as a Class 6 or private way, the City currently bears no, nor assumes any, responsibility for the maintenance or upkeep, including, but not limited to, plowing, sanding or salting, grading, drainage repairs, damage from erosion and run-off, or the repairs of potholes, or any liability from the use of said roadway;

WHEREAS, the City has agreed to the issuance of a building permit for the construction or expansion of a residential structure with said use subject to the terms and conditions contained in the present Agreement and Release between the Applicant and the City and upon the filing and recording of this notice pursuant to N.H. RSA 674:41;

NOW, THEREFORE, the City and the Applicant agree as follows:

1. The City shall not accept or incur any responsibility for maintenance, including, but not limited to, plowing, sanding or salting, grading, drainage repairs, damage from erosion and run-off, or the repairs of potholes, nor liability for any damages resulting from the use by the Applicant, or any other persons, of _____ using said road for access to the property of the Applicant.
2. The Applicant, singularly, or in concert with other persons or property owners shall be responsible for maintaining access to the property over said road in a reasonable and safe condition and hereby release and discharge the City and its officers, agents, and employees from maintaining said road in any way.
3. Prior to implementation of such access, the Applicant, singularly, or in concert with other persons or property owners shall improve said road, or portions thereof, to the satisfaction [as expressed in writing and filed with Planning Office) of the Franklin Municipal Services Director, or a designee, including installation of such culverts as

may be required, maintenance of which culverts shall be the responsibility of the Applicant, singularly, or in concert with other persons or property owners, thereafter.

4. The Applicant shall indemnify and hold harmless the City from and against any claim or liability of any nature, whether in at law or in equity, including those incurred through non-provision of any municipal service, including police, fire, and ambulance services, arising out of the condition of the aforesaid road as a Class VI highway or private way, in any way arising from the condition of the said road.
5. The Applicant shall assume responsibility for maintenance and repair of the aforesaid road and agree that at his/her own expense or at the expense of him/herself and other owners of property similarly located on said road, they will clear and maintain said roadway to a width of not less than twenty (20) feet, and to repair and maintain the traveled portion of the said road in a good and passable condition. All proposed changes and improvements to the said road are to be approved in advance in writing by City's Municipal Services Director, in consultation with other appropriate city officials.
6. Construction and occupancy or use of the structure alluded to above shall not be deemed to constitute evidence of public necessity and convenience requiring layout or alteration of the said road as a Class V road.
7. The Applicant shall be responsible for any cost of filing a copy of this Agreement in the Merrimack County Registry of Deeds.
8. This agreement shall be binding on the Applicant and all heirs, successors and assigns.

Executed this _____ day of _____, 2021

Applicant

City Manager, Franklin
Duly Authorized by the Franklin City
Council

STATE OF NEW HAMPSHIRE)
COUNTY OF MERRIMACK) ss.

Before me, on this _____ day of _____, 2021, personally appeared _____ and _____, personally known (or satisfactorily proved) to me to be the same, and executed this instrument for the purposes within stated.

Justice of the Peace/Notary Public
Typed/printed name: _____
My commission expires: _____

CITY COUNCIL MEETING
AGENDA ITEM VI



CITY OF FRANKLIN COUNCIL AGENDA REPORT

City Council Meeting December 6, 2021

From: Judie Milner, City Manager

Subject: City Council to consider approval of a three year Employee Labor Contract with the State Employee's Association of NH (SEA) (representing municipal service department positions).

Recommended Motion:

Councilor moves, "I move that the Franklin City Council approve a three-year agreement as presented from July 1, 2021 to June 30, 2024 between the City of Franklin and the State Employee's Association of New Hampshire, Inc. (Municipal Service Department (MSD) Employees)."

Mayor calls for second, discussion, and vote.

Discussion:

The proposed contract changes include:

- 1) Section 3.1, removed all language regarding mandatory agency fees to comply with State law.
- 2) Section 9.6.2, fixed grammatical errors in the prior version and are not substantive.
- 3) Section 11.2, uniform allowance increased by 1 sweatshirt per year.
- 4) Section 14.9, personal leave changed from previous allotment of 8 hours annually to two semiannual allotments of 8 hours each. These allotments are not allowed to accumulate and must be used within the six-month window in which it is earned and personal leave will not be paid out upon termination of employment.
- 5) Article XXII, changed effective dates of contract to 7/1/21-6/30/24.
- 6) Although the union did not negotiate a pay increase, the MSD union contract is what's called a "me too" contract which affords them the same COLA and step increase that was budgeted for the nonunion employees in FY2022. The new pay scale including the COLA is attachment/exhibit B in the contract.

Fiscal Impact:

All payroll costs, i.e., COLA, step increases, were included in the FY2022 budget. Sweatshirts will cost around \$600 and will be absorbed into the MSD budget.

Franklin - The Three Rivers City

AGREEMENT

BETWEEN

THE CITY OF FRANKLIN, NEW HAMPSHIRE

AND

**THE STATE EMPLOYEES' ASSOCIATION
OF NEW HAMPSHIRE, INC.**

**LOCAL 1984, SERVICE EMPLOYEE'S INTERNATIONAL UNION
AFL-CIO, CLC**

**LOCAL CHAPTER #49
MUNICIPAL SERVICES DEPARTMENT**

**SIGNATURE DRAFT
December 6, 2021**

Prepared by:

**Wescott Law, P.A.
28 Bowman Street
Laconia, New Hampshire 03246**

(603) 524-2166 – Telephone

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PREAMBLE

WHEREAS, the City of Franklin is recognized as a public entity, and;

WHEREAS, the Association and City ascribe to, and recognize, that the mission and purpose of the City is to provide quality and economic services.

NOW, THEREFORE,

This **AGREEMENT** is made and entered into between the **STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC., LOCAL 1984, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, CLC**, hereinafter referred to as the "Association" and the **CITY OF FRANKLIN, NEW HAMPSHIRE**, a municipal corporation hereinafter referred to as the "City" and collectively referred to as the "Parties". It is the intent and purpose of this Agreement to assure sound and beneficial working and economic relations between both parties, to provide an orderly and peaceful method of resolving misunderstandings or differences which may arise and to set forth in agreement form the basic and full agreement between the parties concerning wages, hours and other conditions of employment, in accordance with the provisions of RSA 273-A and other applicable laws.

ARTICLE I **RECOGNITION**

- 1.1. The City recognizes the Association as the exclusive bargaining agent for all full-time permanent employees of the Municipal Services Department as certified, for the purpose of establishing wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the City, or confided exclusively to the City by statute or regulations adopted pursuant to statute.
- 1.2. the City recognizes the right of the Association to represent all employees of the Municipal Services Department as certified without challenge during the term of this Agreement, subject to the right of election set forth in RSA 273-A:11, I (a).
- 1.3. The provisions of this Agreement shall be applied to all employees in the bargaining unit in accordance with state and Federal law.

ARTICLE II
NON-DISCRIMINATION

- 2.1. The City will not discriminate in the hiring or the terms and conditions of employment against any employee covered by the Agreement because of membership in, or legitimate activity on behalf of the members of this Association, for the purposes of encouraging or discouraging membership in any employee organization.
- 2.2. The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- 2.3. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, genetics or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE III
DUES AND DUES CHECKOFF

- 3.1. The City shall deduct the amount of Association dues certified to the City by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has theretofore submitted or who shall hereafter submit to the City an individual written authorization for such deduction or as otherwise required by this Agreement. A deduction of dues shall cover the current pay period in which the said deduction is made.
- 3.2. In the event the Association members elect to change the Association dues or agency fee, the Association shall notify, in writing, the City of such change and such change shall be certified by the Treasurer or authorized officer of the Association. The City shall implement such certified change in the Association dues or agency fee deduction within one month of the receipt of notice of such change.
- 3.3. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues or agency fee. When a bargaining unit member is on non-pay status for an entire pay period, no withholding shall be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the deduction, all other legal and required deductions have priority over Association dues or agency fee.

- 3.4. Payment to the Association of the funds deducted for each payroll period shall fully satisfy the obligation of the City for all deductions covered by said payment period. The Association will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the City for the purpose of complying with this Article. The Association agrees to refund the City and amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.
- 3.5. The City will make available to the Treasurer of the Association the names of all bargaining unit members separated from the payroll, recalled or hired, on layoff or on leave of absence.
- 3.6. The foregoing deductions shall be made for each pay period. The amounts deducted and a list of the employees from whose wage deductions have been made shall be sent to the Treasurer of the Association monthly. The Association agrees to collect all special assessments, initial fees and similar member charges without deductions being made from the employee's wages.
- 3.7. Similar deductions in accordance with the provisions of this Article will be made for all non-members who have submitted or who shall hereafter submit to the City an individual written authorization for each deduction.
- 3.8. The dues authorization form shall be substantially as shown on Appendix A, attached hereto.

ARTICLE IV **EMPLOYEES RIGHTS**

- 4.1. The rights, privileges and benefits accruing to the members of the Association shall be limited to those enumerated in this Agreement.
- 4.2. Employees have, and shall be protected in the exercise of, the right, without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative or other and including the right to present Association views and positions to the public, to officials or the City and the department, to members of the City Council and of the General Court or to any other appropriate authority or officials.
- 4.3. No representative or official of the City shall interfere with the formation, existence, operations, or administration of the Association or discriminate

against an employee because he has given testimony, taken in part in any grievance procedures or other hearings, negotiations, or conferences for in behalf of the Association or any employee. The Association shall furnish each unit employee employed on the effective date of this Agreement with a copy, and the City shall furnish a copy of the Agreement to all unit employees who are hired during the term of the Agreement.

ARTICLE V

ASSOCIATION RIGHTS

- 5.1. The Association's Chapter #49 or Committee of the Chapter shall be allowed to use the facilities, within the Municipal Service Department, for meetings. These meetings would only occur when the facilities are available and such meetings would not conflict with the business of the Department.
- 5.2. Staff representatives of the Association shall be allowed to visit the work areas of the employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Such visits will occur only after the City Manager's and Municipal Services Office are notified as to the date and time of the visit.
- 5.3. The City shall provide a bulletin board for the exclusive use of the Association communicating with employees in the bargaining unit. This board should be located in close proximity to the time clock in the Municipal Services Garage and is to be used solely by the Association to communicate official notices to its members. No posting shall be inflammatory or critical of the department, the City, its employees or any subdivision or board of the City. The Chapter President is responsible for maintenance of the postings and upkeep of this board.
- 5.4. The City shall grant paid administrative leave for two Union officers and/or their designees for purposes of attending the annual state employees' convention for up to two days per employee. The Association shall notify the City thirty (30) days prior to the convention and shall, at that time, provide the names of the two employees. The City may require proof of attendance at the convention, abuse of, which may be subject to discipline.
- 5.5. Member and Employee Reports: The Employer agrees to provide payroll deduction information to the Association in usable electronic format or other mutually agreed format at least monthly for the administration of dues deductions and Association programs.

In addition, the Employer shall notify the Association at least monthly of all newly hired full-time employees, the names and addresses of all permanent unit employees, and employees who have terminated Franklin service within that month in usable electronic format, or other mutually agreed format.

These reports shall include the following:

- Employee's name
- Employee's home address
- Employee's payroll number
- Employee's labor grade and step
- Employee's salary schedule
- Employee's placement in any salary structure used or adopted by Franklin
- Employee's job classification or job level
- Employee's date of employment

ARTICLE VI **ASSOCIATION REPRESENTATION**

- 6.1. The City shall recognize the Steward duly authorized by the Association. The function of the Steward shall be to investigate, process and settle grievances related to the conditions of employment. The Association shall provide the City with a notice designating the Steward and keep such notice current.
- 6.2. The Department Head, or person in charge, shall authorize a reasonable amount of time, if necessary, during work hours without loss of time or pay to permit the Steward to carry out his/her responsibilities to the employees in the unit. The Steward shall, prior to taking such time off, notify the Department Head or his/her designee.
- 6.3. The City agrees when possible to authorize on (1) day off in any calendar year, without loss of time or pay for the Steward to attend Association training programs. The Association shall notify the City no less than twenty (20) days in advance of such proposed training programs.
- 6.4. Any leave or time off provided for in this Article may be refused if withheld of such leave or time off will interfere with the normal and orderly operation of the department. It is expressly understood and agreed that such refusal or withholding of leave or time off shall be reasonable and not arbitrary.

ARTICLE VII
MANAGEMENT'S RIGHTS

- 7.1. It is agreed that except as specifically delegated, abridged, granted or modified by this agreement or required by statutory law, all of the rights, powers, and authority the City possessed prior to the signing of this agreement are retained by the City and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance or arbitration procedures contained herein.
- 7.2. Management of the City, its operations, direction of the workforce and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the City. The exercise of such duties, functions and responsibilities shall not conflict with this agreement.
- 7.3. It is understood and agreed that the City has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the City had prior to the signing of this agreement, including those in respect of rates of pay, job classifications, hours of employment, or conditions of work, are retained by the City except as those rights, powers, functions or authority are specifically abridged or modified by this agreement.
- 7.4. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:
 - 7.4.1. To plan, direct, supervise and control all operations, functions and policies of the City in which the employees in the bargaining unit are employed.
 - 7.4.2. To determine the need for and the qualifications of new employees, transfers and promotions subject to other provisions within this contract.
 - 7.4.3. To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.
 - 7.4.4. To assign shifts, workdays, hours of work and work locations subject to the terms of this contract.
 - 7.4.5. To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.
 - 7.4.6. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, technologies, facilities and standards.

- 7.4.7. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- 7.4.8. To discipline, suspend, demote or discharge an employee for just cause.
- 7.4.9. To assign and distribute work.
- 7.4.9.a Notwithstanding the above Section 7.4.9., employees shall not be assigned cleaning duties associated with the employee break room or restroom, except in emergency conditions.
- 7.4.10. To determine the need for additional educational courses, training programs, on-the-job training and cross-training.
- 7.4.11. To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment or emergency. In the event that the employer decides to contract out work currently performed by bargaining unit members (as of the date of final ratification of this contract by the Franklin City Council) then the employer shall consider a "union bid" which shall be a competitive proposal submitted by the bargaining unit for such services.
- 7.4.12. To determine the mission, policies, and standards of service offered to the public.
- 7.4.13. The City may prepare, issue, and enforce rules and safety regulations necessary for safe, orderly, efficient operations as conditions warrant to comply with ongoing changes as mandated by federal and state agencies.

ARTICLE VIII **HOURS OF WORK**

- 8.1. The regular work week for all unit employees will be forty (40) hours. The work week shall commence at 12:01 a.m. on Sunday and end at 11:59 p.m. on Saturday.
- 8.2. No reductions shall be made, from the basic work day for employees, for two (2) fifteen (15) minute rest periods, which may occur during a normal work day.
- 8.3. The normal work day, except for those hired with a specific work schedule as a condition of employment, shall be a continuous day of eight (8) hours, Monday through Friday. The eight (8) hours may be broken by a morning coffee break of no more than fifteen (15) minutes and a lunch break of no

more than fifteen (15) minutes. For good cause, the Director or his designee may grant occasional exceptions to the above schedule.

ARTICLE IX **OVERTIME**

- 9.1. Overtime is work performed in excess of the regular workweek. No employee may work overtime without the approval of the appropriate supervisor. Approved sick leave shall count as hours worked for the purposes of determining overtime subject to the qualifications regarding sick leave contained herein.
- 9.2. Overtime shall be distributed equally to all employees who qualify for a given job. The City retains the right to assign overtime should there be no volunteers.
- 9.3. Overtime work performed shall be compensated at one and one-half times the hourly rate.
- 9.4. No employee shall be relieved of duty during the regular work day in order to offset the hours worked as overtime, unless he/she agrees to the change.
- 9.5. Call back provisions shall conform with the Personnel Policy.
- 9.6. The City shall establish a rotating roster for emergency response. All bargaining unit employees eligible for emergency response shall be placed in the rotation, which shall, in the first instance, be established by seniority and/or job qualifications in order to address the emergency/situation at hand. New employees shall be placed within the rosters by the director. Any employee who is unable to discharge all duties when scheduled to do so by the roster shall forfeit that opportunity and the opportunity shall pass to the next eligible/qualified employee on the roster. Any employee assigned for emergency response/call duty shall wear or keep in his/her immediate proximity a cell phone provided by the City. Additionally, the employee assigned for response shall keep the Franklin Police Department Communications Center advised of the status of the situation upon completion.
- 9.6.1. An employee on stand-by status may make arrangements for another qualified employee to perform stand-by duties for a portion or all of his/her stand-by shift upon receiving the approval of the director or assistant director and upon appropriate notice to the communications center of the Franklin Police Department.

- 9.6.2 An employee on stand-by pay status shall receive additional compensation at the rate of \$1.50 per hour while on such status and shall receive callback pay pursuant to the relevant provisions of this contract in the event of an emergency response. The additional compensation as stand-by pay shall not be included in an employee's base rate for purposes of calculation of over time nor shall it otherwise be subject to the overtime provisions of this agreement. In the event an employee receives multiple calls within the same two-hour period, only one (1), two (2) hour call-back premium shall be paid. In the event that the actual time worked exceeds two (2) hours, the relevant portions of this contract dealing with call-back and overtime pay shall apply. It is understood that the employee on call for the water/sewer divisions shall be responsible for one (1) system check to occur on Saturday and one (1) on Sunday and holidays. The employee shall receive call-back pay pursuant to the terms of this article for each of the scheduled system checks.
- 9.7 Compensatory Time: All members of the bargaining unit shall be allowed to accumulate up to 40 hours of compensatory time at any given time as opposed to receiving overtime pay. Compensatory time will be credited to the employee at time and one half rate of the hours worked, subject to the approval of the Municipal Services Director or his/her designee. Notification by the employee of an intention to use compensatory time shall be not more than fifteen days and no less than five days without the approval of the Municipal Services Director. Occasional exceptions to the notification requirements may be granted by the Municipal Services Director. Compensatory time may be utilized in conjunction with vacation. The employee shall always retain the right to receive financial compensation as opposed to the use of compensatory time.

ARTICLE X SALARIES

- 10.1. All members of the bargaining unit shall receive wage compensation as determined by the attached matrix, for the time period July 1, 2021 through June 30, 2024. All general wage increases (COLA's) shall become effective with the commencement of the first full pay period after July 1st of any contract year unless otherwise designated by the City Council. Movement through the Appendix B matrix shall be done in accordance with Article 10.2.
- 10.2. Movement through the Appendix B matrix shall be as authorized by the City Council. The employees of the Municipal Services Unit shall be under the Merit Pay Plan as defined in the City Personnel Policies dated October 3, 2011 and shall move through the City pay scale as established, and as limited by such scale. Merit pay shall be based upon an annual evaluation of the employee, which shall occur, on or about the employee's anniversary date. Any employee promoted from one position to another

within the Department shall establish a new anniversary date, which shall be the date of the assumption of their new duties.

The granting of merit raises, being a matter of management rights and discretion, shall not be subject to the grievance procedure. However, an underlying Spot Performance Appraisal, which is relied upon for the denial of a merit raise, shall be subject to the grievance procedure. It is understood and agreed that in the absence of an adverse Spot Performance Appraisal, an employee shall be entitled to receive the merit increase discussed herein.

- 10.3. The City may, at its option, establish a bi-weekly pay period during the term of this contract.

ARTICLE XI **UNIFORMS**

- 11.1. All bargaining unit employees shall be required to wear a departmental uniform during working hours. The uniform items listed below shall constitute the official uniform of the Municipal Services Department; however, substitution of items may be approved by the Municipal Services Director or Deputy Director.
- 11.2. The following items shall be issued to each employee of the Department based on need and shall be subject to the replacement policy listed below:

<u>Item</u>	<u>Replacement</u>
Up to 11 Uniform Shirts	As Needed
Up to 11 Uniform Pants	As Needed
Up to 5 T-Shirts (long or short sleeved)	Annually in May
Up to 2 Winter Reflectorized Jackets	As Needed
1 Pair – Summer Gloves	As Needed
1 Pair – Insulated Gloves	As Needed
1 Pair – Steel-toed Boots or equivalent	Annually in October
1 Pair – Rubber Overshoes	As Needed
2 Uninsulated Coveralls (shop only)	As Needed
1 Set Full Rain Gear (hat, jacket and pants)	As Needed
2 Sweatshirts	As Needed
Safety Vests	As Needed
1 Baseball Cap	As Needed

Boot Allowance: The City shall pay a maximum allotment of \$225.00 per year per employee to approved vendors for steel toed boots or equivalent.

Bargaining Unit employees have the option of utilizing the uniform service cleaning option.

Tool Allowance: A tool allowance in the amount of \$600.00 shall be paid annually to each of the mechanics in the month of July.

- 11.3. In addition to the replacement schedule above the director may authorize early replacement of any annual item in the event of unusual wear or damage in the course of City employment.
- 11.4. Uniforms shall be worn only while the employee is in the performance of his/her duties or commuting to and from such duties.

ARTICLE XII

LABOR-MANAGEMENT COMMITTEE

- 12.1. Management and the bargaining unit shall each appoint three (3) representatives to a Labor-Management Advisory Committee to deal with issues of mutual concern relating to the administration of the Municipal Services Department and this contract. The Committee's role shall be advisory only and shall not abrogate the rights of either party in reference to the discipline, grievance or any other article contained in this contract.

ARTICLE XIII

SAFETY AND HEALTH

- 13.1. The City agrees to provide the safest working conditions possible for unit employees.
- 13.2. The City agrees to provide a first aid kit at all permanent work locations and in all City vehicles routinely used by unit employees.

ARTICLE XIV

BENEFITS

- 14.1. The City agrees to provide a major health and hospitalization program for each eligible member of the Bargaining Unit as well as their spouses and dependents. The City shall pay for the single person, two person and family plan insurance at a level equivalent to that provided for by the City for non-unionized employees, pursuant to the City's personnel plan, as it may be amended from time to time. In no event shall the benefit level provided to any Bargaining Unit member be less than available to the City's non-unionized work force.

In the event that the health insurance plan design or cost are to be changed, the Bargaining Unit shall be given sixty (60) days written notice of any such change.

- 14.1.1. Dental insurance will be provided at the same rate and level as non-union personnel.
- 14.1.2. Coverage shall commence on the first day of the month after the employee completes one (1) month of employment with the City.
- 14.1.3. Every employee eligible for health insurance coverage pursuant to this article shall have the option of refusing such coverage upon providing the employer with satisfactory proof of substitute insurance coverage. Such employees shall receive as an additional payment from the employer a sum equal to 25 percent of the cost that would have been incurred by the municipality in providing such insurance to the employee. This payment shall not be made to any employee whose separate coverage is paid for in any manner by the City of Franklin or any political subdivision thereof, including the Franklin School District. Payment of this benefit shall occur on a pro rata basis with an appropriate payment added to the employee's regular periodic paycheck with all appropriate deductions as required by law.
- 14.1.4. Vaccinations: The City agrees to pay for any uninsured costs for any vaccination which the employee receives under the City health plan or pay the equivalent amount for employees who are not covered under the City health plan, with the understanding that the term "equivalent amount" refers to the uninsured costs, not the entire cost of the vaccination and/or office visit."
- 14.1.5. The City agrees to provide immunization to all bargaining unit members for hepatitis-B, tetanus and diphtheria, including any required booster vaccinations. It shall be the responsibility of the employee, not the city, to schedule all required immunizations within 90 days of employment and to schedule all "booster treatment" in accordance with commonly accepted medical standards. Under no circumstances shall the city be responsible for the scheduling of the immunizations, the tracking of necessary booster treatment or in any way ensuring that the immunizations and/or treatments are actually received by the employee. The city's responsibility shall be limited to payment for such treatments. All treatments shall be provided by medical personnel or a medical facility approved by the city for this purpose.
- 14.2. Any employee of the Municipal Services Unit who is required to work on Thanksgiving and/or Christmas Day shall receive pay at time and one-half

for all hours worked, and, in addition, receive compensatory time off at a time mutually agreeable to both the City and the employee. This compensatory time is not subject to the 40 hour limit as dictated by Section 9.7 above; however, compensatory time must be used and brought down to below the 40 hour limit before accruing more time.

14.2.1. Unit employees shall be entitled to the following holidays:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

These holidays are to be celebrated on the appointed days or as appointed by law.

- A. Any of the aforementioned holidays falling on a Sunday shall be treated as falling on the following Monday. In like manner, any of the aforementioned holidays falling on a Saturday, shall be treated as falling on the preceding Friday.
- B. All holidays must be taken in full day increments only.
- C. Every employee will be paid one normal day's pay for each holiday.
- D. Employees called in to work on a holiday shall receive time and one-half for all hours worked.
- E. Transfer station employees on a varying work week schedule may accrue holidays to a maximum of 40 hours to be taken off at a later date.

14.3. VACATIONS

VACATION LEAVE:

This section shall be applicable to all permanent, full-time City employees covered by this contract.

14.3.1. **VACATION SEASON:**

Weekly vacations will usually be scheduled within the months of April through October and will seldom be scheduled for the winter months (November – March).

14.3.2. **VACATION SCHEDULING:**

- A. A full vacation (at least one continuous week) must be taken each year by each employee.
- B. The director of the Municipal Services Department or his designee shall schedule (determine the time and order of) all vacations in the department and all requests for vacation leave must be submitted to the director in writing at least six (6) weeks in advance. The Department shall provide notification to an employee within ten (10) days of his or her request as to whether the request is granted or denied. Vacations must be taken in increments of at least one complete work week. Vacations shall not interrupt nor interfere with the normal operations of the department and the director shall have the right to change the vacation schedules so as to prevent such interruption or interference. The director may designate reasonable "no vacation" time periods based upon known seasonal demand work periods. Unless the director or his designee specifically authorizes an exception, no employee shall take vacation leave in excess of ten (10) days at once, regardless of the annual entitlement. No more than two (2) employees shall take vacation leave at any one time unless the director has approved the taking of such leave and determine that it will not reduce the operational effectiveness of the department.

14.3.3. **DIVIDED VACATION:**

- A. Individual vacation days above and beyond the one-week requirement as defined by Section 14.3.2 above may be taken (one day at a time) providing notification to the director or designee at least 5 days in advance. Occasional exceptions to notification requirements may be granted by the department head.
- B. If a regular paid holiday occurs during the vacation period, the holiday retains its identity and is not counted as a day of vacation; a vacation day that normally would have fallen on a holiday will be taken either the day before or the day after the vacation period.
- C. It is the policy of the City not to grant payments in lieu of vacations, except upon termination of employment of an employee.

Special exception, with written approval from the City Manager and Department Head an employee may work one (1) week of scheduled vacation time at their normal rate of pay, and in addition receive their vacation pay, provided funds exist for such an expenditure.

VACATION ELIGIBILITY:

- A. Vacation leave is approved by the department head or a designee.
- B. Regular employees shall begin accruing vacation leave on their date of hire (anniversary date) at the rate of 1.53 hours per week. On the 5th hire date anniversary (60 months after hiring) the accrual rate shall change to 2.30 hours per week, and on the 15th hire date anniversary the accrual rate shall become 3.07 hours per week. An employee may not take vacation leave during his or her probationary period.
- C. Vacation leave shall be used within one anniversary year after its award or accrual. That is, on employees' Hire Date Anniversaries, they may have up to one year's accrued vacation leave "carried over" into the next year. Any unused vacation leave in excess of the previous year's total annual accrual shall be immediately forfeited on the Hire Date Anniversary unless the City Manager has approved an exception to policy based upon unusual circumstances. Example: an employee reaching the fourth Hire Date Anniversary with 12 vacation days accrued but not used will forfeit two vacation days, as only 10 days (the annual accrual) may be carried over into the next anniversary year.
- D. Department heads or their designees shall schedule all vacations in their departments. Department heads shall establish an appropriate advance notice requirement, or an annual sign-up procedure based on seniority or other appropriate method, that meets the needs of their departments. Department heads may designate reasonable "no vacation" time periods based on known seasonal peak demand work periods. Unless the department head specifically authorizes an exception, no employee shall take vacation leave in excess of 10 days (two weeks) at one time, regardless of the annual entitlement. Department heads may authorize employees to take vacation leave in two hour blocks or by the day or week, up to the two week maximum for one absence, as the needs of the department dictate. Department heads shall not permit two or more key employees to take simultaneous vacation leave in such a manner as to seriously reduce the operational effectiveness of the department.
- E. Vacation leave shall be paid at the regular straight-time rate for the number of regular hours normally scheduled for the employee. Employees desiring advance vacation pay prior to taking the leave must make such request through their department payroll clerks at least 15 days before the pay day that the pay is to be received. Under no circumstances will advance vacation pay be paid in an amount exceeding the actual number of accrued vacation leave days (and any

paid holidays) being taken. The City shall not grant payment in lieu of vacation leave, except upon termination of employment.

- F. Any regular (full-time) employee whose employment is terminated, voluntarily or involuntarily, after the first Hire Date Anniversary shall be compensated for all vacation time accrued up to the date of termination. Any just debts owed to the City may be deducted from this payment.
- G. When a paid holiday falls within a vacation leave taken by an employee, the employee shall not be charged with having used a vacation day for that date.

14.3.5. **EXTENDED ILLNESS, ACCIDENT AND LAYOFF:**

An eligible employee who is absent because of illness, accident, or because he/she is laid off due to lack of work, may have the first portion of the absence designated as the period of any vacation to which he/she may be entitled, with the approval of the City Manager.

14.3.6. **TERMINATION OF EMPLOYMENT:**

- A. An eligible employee, who resigns, is discharged or retires, will promptly thereafter receive the full vacation allowance to which he/she may be entitled. In the case of eligible employees who die, vacation allowance will be paid to the employee's beneficiary.
- B. The termination date of an employee leaving the City's work forces is the day last worked by the employee.
- C. Payroll deductions for retirement shall be made according to State of New Hampshire RSA.
- D. Additional insurance premium deductions will be made to provide the necessary amount required to complete the current month's premium.
- E. It shall be the responsibility of the Department Head to ascertain that the payroll sheet of the last week worked by a terminating employee contains all of the necessary information needed for the paymaster to prepare the employee's final checks.

14.4. **SICK LEAVE:**

Sick leave shall accrue, be paid, and in all ways treated pursuant to the City's personnel regulations as of October 3, 2011.

14.5. **BEREAVEMENT LEAVE:**

- A. Any permanent full-time employee shall be excused from work for not more than three (3) consecutive work days, provided that such excused work days can be taken in four consecutive work days, because of death in the immediate family and shall be paid his normal rate of pay for the scheduled working hours excused.
- B. Immediate family shall mean spouse, parents, grandparents, children, brothers, sisters, mother-in-law, father-in-law, step-parents, step-children, or a blood relative or ward residing in the same house.
- C. Subject to the approval of the Department Head an employee may be granted time off with pay, utilizing vacation or compensatory time off, in the case of death of an employee's relative other than those listed above or a close friend to attend a funeral or services. Such leave shall not be unreasonably requested.

14.6. **EMERGENCY FAMILY LEAVE:**

Paid emergency leave, not to exceed two (2) consecutive work days may be granted at the discretion of the Department Head or City Manager in the event of an emergency in the immediate family. Immediate family shall mean those as outlined in Section 14.5., B above. Time off would be applied to sick leave.

14.7. **PERSONAL LEAVE OF ABSENCE:**

14.7.1. **Leave of absence of thirty (30) days or less during a calendar year:**

- A. Leave of absence of thirty (30) days or less during one (1) calendar year will be considered. Request for such leave must be submitted in writing and authorized by the Department Head.
- B. Health insurance payment will be made by the City. Necessary deductions from the employee to complete a month's premium, if one or more deductions have been made, will be taken from the employee's last paycheck before leave takes effect.
- C. Life insurance payment will be made by the City.
- D. Sick Leave will continue to accumulate.
- E. Holidays occurring during leave of absence.
- F. Seniority will continue during leave of absence.

- G. Accrued vacation leave will be taken prior to the granting of leave of absence. Vacation leave will not accrue during leave of absence.

14.7.2.

Leave of absence of over thirty (30) days:

- A. Health insurance payment by the City will cease at the end of the month during which leave commences. The employee may elect, for the first ninety (90) days of leave, to continue in the group plan by making a monthly payment to the finance officer for the amount billed for his/her particular membership. Membership will terminate if payment is not received by the last working day of the month. For leave in excess of ninety (90) days, arrangement for the continuation of non-group health insurance coverage is the responsibility of the employee.
- B. Life insurance payment by the City will terminate at the end of the month during which the leave of absence begins.
- C. Sick leave will not accumulate during leave of absence.
- D. Holidays will not be paid during leave of absence.
- E. Seniority will not be lost during leave of absence. Seniority will not accrue during leave but will remain frozen at the time leave is granted.
- F. All accrued sick leave earned prior to the taking of a leave of absence will be available to the employee upon his return to employment by the City.

14.7.3.

Leaves of absence of longer duration than one (1) year, other than for military duty will not be granted except by vote of the City Council.

14.7.4.

All requests for personal leave of absence must be submitted in writing and authorized by the Department Head and City Manager. Any employee accepting employment during a leave of absence shall be deemed a voluntary quit.

14.7.5.

Any employee who becomes disabled while in the employ of the City may make application for a leave of absence of six (6) months after the exhaustion of accrued sick leave and vacation leave. The provisions of paragraph "B" above will be applicable. Upon completion of the leave of absence, the City Manager will determine if the disability conditions warrant continuation of the leave or termination of the employee.

14.8. **FAMILY MEDICAL LEAVE ACT OF 1993 (FLMA)**

14.8.1. In addition to the other provisions herein, eligible employees shall be granted up to 12 weeks of unpaid leave during any 12 month period for:

- A. Birth and first year care of child;
- B. Adoption or foster placement of a child in the employee's home;
- C. Serious medical condition of the employee's spouse or partner, child, or parent, or;
- D. Employee's own serious medical condition which renders the employee unable to perform the functions of the job

14.8.2. The City shall maintain group health benefits under the existing conditions during the period of FMLA leave, and shall restore the employee to the same or equivalent position and to all other benefits upon conclusion of the FMLA leave. Vacation and sick leave shall not accrue during the unpaid leave.

14.8.3. Eligible employees are defined as those who have worked for the City of Franklin for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12 months preceding the start date of the requested leave.

14.8.4. **Implementation.**

- A. Requests for unpaid FMLA leave shall be submitted in writing 30 days in advance through the Municipal Services Director to the City Manager, who is the approving authority. Requests not within this time frame must contain justification for shorter notice.
- B. The City shall have the right to require medical certification of the illness or of the employee's need to care for the ill person prior to approving unpaid FMLA leave, and shall have the right to require reasonable periodic medical re-certifications during the unpaid leave. The City further has the right to require additional medical certification at any time by a physician of the City's choosing and at the City's expense.
- C. Employees shall be required to exhaust all vacation leave balances prior to taking unpaid leave. In those instances in which the employee is personally ill, all sick leave balances shall also be exhausted prior to the commencement of unpaid leave.

- D. Twelve weeks in "any 12 months period" shall be measured backward from the date that the requested leave is to begin. Example: An employee requests one week of unpaid leave under the FMLA to begin July 15. The Director of Municipal Services shall review the amount of FMLA unpaid leave taken during the preceding 12 months back to the previous July 15, and shall recommend denial of the leave if 12 weeks have already been taken during that time. Any FMLA leave taken during that time which was charged against an accrued leave balance shall not be counted as part of the "12 week in twelve months."
- E. FMLA leave may be taken intermittently as needed, in increments as small as one hour. (Example: An employee requests one unpaid hour three days per week for chemotherapy sessions). The City retains the right to assign employees to an alternative position at equivalent pay and benefits if the alternative position is better suited for intermittent leave. (NOTE: The FMLA provides that payroll deductions for unpaid intermittent leave may be applied to salaried, exempt employees without jeopardizing their FLSA exempt status).
- F. The City retains the right to require periodic statements of intent to return to work from employees absent on unpaid FMLA leave.

14.9. **PERSONAL LEAVE:**

Each employee shall be entitled to eight (8) hours of personal leave semiannually to be credited in the months of January and July. This leave is for personal business that is required to be carried out during work hours. Permission for such leave shall be at the discretion of the Department Director or Deputy and shall not be unreasonably denied. This personal leave shall not accumulate and must be used within the six-month period in which it is credited and shall not result in any payment upon termination of employment.

14.10. **INSURANCE:**

The City agrees to furnish each unit employee with \$10,000 of term life insurance. Also provided is \$10,000 of Accidental Death and Dismemberment insurance.

14.11. **LONGEVITY PAY**

- 14.11.1. As of June 30, 1997, the following system for the accrual of a longevity benefit shall be utilized:

- A. On the appropriate Hire Date Anniversary, Regular (full time) employees shall be moved to the corresponding Longevity Pay Table.

<u>Anniversary</u>	<u>Annual Longevity Pay</u>
New Hire	Series 7000 (Regular Pay Table)
10 th Anniv. (120 mos.)	Series 8000 (\$500.00 Annual Increase)
20 th Anniv. (240 mos.)	Series 9000 (addit. \$500.00 Annual Increase)

Employees moved to a Longevity Pay Table will occupy the same labor grade and step as on the previous table. The Longevity Pay Tables (8000 and 9000) award longevity payments on an hourly basis which equate to annual payments as shown below:

- B. Longevity pay shall be paid over the course of the year and distributed through an appropriate adjustment to an employee's hourly base pay.

14.12. **MILITARY LEAVE**

- 14.12.1. Any full-time, permanent employee who receives orders to report for military duty should immediately advise his/her immediate supervisor. The employee will be accorded all privileges required by law.

Any full-time, permanent employee who voluntarily joins an organized military reserve and who is required to perform annual field duty will be granted up to two (2) weeks per year of reserve service leave in addition to vacation leave.

During the period of reserve leave, the City will pay the employee the difference between military pay and the employee's regular pay, the total of which can equal no more than the regular compensation.

14.12.2. **WEEKEND LEAVE:**

Full-time, permanent employees belonging to an organized military reserve unit who are required to perform training duty on weekends and who are scheduled to work on that weekend will be excused from their work schedule but will not be recompensed for the scheduled work days not worked. In City departments providing emergency services, and during times of manpower shortages, weekend leave for military personnel are permitted to make up drills missed because of employment responsibilities.

14.12.3. **REQUEST FOR LEAVE:**

Any full-time, permanent employee belonging to an organized military service reserve unit must request, annually during the month of January, or within five (5) days of notification to the employee from the reserve unit, in writing on a personnel action report, leave of absence for the anticipated required training and field duty service. Sufficient notification of the actual duty schedule must be given to the Department Head in order to allow for proper scheduling of personnel.

14.13. **JURY DUTY LEAVE:**

Permanent, full-time employees will receive their regular wages while serving on jury duty. Upon receipt of a summons, the employee must notify their immediate supervisor immediately.

In order to receive payment under this article, the employee must endorse the jury fee over to the City of Franklin. If the allowed jury fee exceeds the employee's regular daily salary, only that portion equal to the employee's regular daily salary must be endorsed over the City.

ARTICLE XV
SENIORITY, PROMOTIONS AND LAYOFFS

15.1. The City will post, on the department bulletin boards, a seniority list based upon time worked for the Department.

15.2. **Eligibility:**

Every employee shall be eligible for promotion and any employee desiring to be considered for promotion to a vacancy should make application as provided in this section.

15.3. **Notification:**

The City Manager and Department Heads shall endeavor to advise all employees of the existence of vacancies within all municipal departments.

15.4. **Preference:**

15.4.1. In the event applications for any position appear to be equally qualified, preference shall be given to the City employee for promotion over the applicant who is not a City employee.

- 15.4.2. When two employees appear equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.

15.5. **Probationary Period:**

All promotions shall be subject to a six-(6) month probationary period.

15.6. **Qualification Period:**

Employees may be required to perform the duties of a position of a higher classification for a period of thirty (30) days without a change in pay or title, in order to demonstrate their qualifications for promotion.

15.7. **LAYOFFS:**

The City may layoff an employee in the service to the municipality by reason of shortage of work and/or funds, abolition of the positions, other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service on an employee. The City shall give written notice to the employee of any proposed layoff and the reasons therefore one week before the effective date of the action. A copy of such notice shall be filed in the employee's personnel folder.

15.7.1. **Reason for Layoff:**

Any permanent employee may be laid off whenever it is necessary to reduce the number of employees in any department, because of shortage of work or funds, abolition of a position, change in departmental functions or organizations, or for related reasons which cannot reflect discredit upon an employee.

15.7.2. **Order of Layoff:**

Permanent employees shall be laid off, insofar as possible, in inverse order of length of service within the class of positions. Provided, however, employees appointed by the City Manager may be laid off without regard to order of seniority under the following condition:

- A. The Department Head shall submit to the City Manager a written statement giving reasons why the employee to be retained has rendered service to the City, which is superior to that of the employee to be laid off.

- B. The City Manager approves the recommendation of the Department Head.

ARTICLE XVI
DISCIPLINARY PROCEDURES, SEPARATIONS AND DEMOTIONS

- 16.1. Demotions. The City may reduce the salary of an employee within the range provided in the pay plan or demote an employee for just cause. A written statement of the reasons for such action shall be provided to the employee and a copy shall be filed in the employee's personnel folder.
- 16.2. Disciplinary Action. The City or designated supervisor personnel may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, other just cause or as defined in Section 15.4. A written statement setting forth the reasons for such action shall be provided to the employee and a copy shall be filed in the employee's personnel folder. Disciplinary action or removal may be taken for a single violation or successive violations of a dissimilar nature.
- 16.3. Cause for Removal. Cause for removal from the service of the City shall include, but not necessarily be limited to, the following:
- 16.3.1. Neglect of duty.
- 16.3.2. Incompetence or inefficiency.
- 16.3.3. Incapacity due to mental or physical disability.
- 16.3.4. Insubordination or serious breach of discipline.
- 16.3.5. Being under the influence of, in possession of, or suffering the effects of alcohol or drugs while on duty.
- 16.3.6. Chronic or excessive absenteeism.
- 16.3.7. Disorderly or immoral conduct.
- 16.3.8. Willful violation of any of the provisions of this agreement, departmental rules or regulations or other statutes relating to the employment of City employees.
- 16.3.9. The conviction of any criminal act or offense.

- 16.3.10. Abuse or a violation of sick leave or other departmental or City regulations.
- 16.3.11. Negligence of or willful damage to public property or waste of public supplies.
- 16.3.12. Conduct unbecoming an employee in the City service.
- 16.3.13. Action by an employee considered detrimental to the department or the City.
- 16.3.14. Safety violations including damage to equipment and/or vehicles or endangering others.
- 16.3.15. Resignations. The resignation of an employee, once submitted, shall be deemed to have been accepted by the City and shall not be subject to the grievance procedure.

ARTICLE XVII
PERSONNEL RULES AND PRACTICES

- 17.1. It is the intention of the Parties that both the Association and the City be kept informed about matters having a substantial effect upon the conditions of employment in the bargaining unit. To accomplish this objective, the Parties agree that:
 - 17.1.1. The Association or its chapter president shall be given two-(2) weeks advance notice of any non-disciplinary layoff or demotion affecting the bargaining unit or members thereof.
 - 17.1.2. Any employee in the bargaining unit receiving a letter of dismissal, demotion, reduction in base pay, reprimand or suspension shall be advised in writing that he or she is entitled to Association representation. Such employee shall also be provided with a written description of the alleged violation.
- 17.2. Every employee who is instructed to report to any supervisor for disciplinary action, except oral reprimands, shall be informed of such action in advance. Whenever any disciplinary action is taken against a unit employee, with the exception of an oral reprimand, such employee shall have the right to utilize the grievance procedure and be represented throughout such procedure by an Association representative.
 - 17.2.1. Nothing herein shall preclude informal interviews during which notes may or may not be taken, and if taken, may be used as background data should a formal reprimand be initiated for a subsequent violation of the same conduct.

- 17.3. The City shall furnish a copy of any rules to each employee and each employee shall review same within thirty (30) days of hiring.
- 17.3.1. The City shall furnish a copy of the rules to each employee, as well as any and all amendments thereto. The City shall also furnish each employee with a copy of all standard operating procedures, memoranda, and other written orders issues pursuant to, or amending, updating, rescinding or expanding such rules and regulations.
- 17.4. Personnel files for bargaining unit employees shall be accessible in accordance with the provisions of state law and the following policy:
- 17.4.1. Third parties are not entitled to inspect personnel files. Information available to third parties is limited to name, position, salary and length of employment.
- 17.4.2. The contents of the personnel file shall, at all times, be available for inspection by the individual employee or his/her representative(s), on release.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- 18.1. The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances. It is intended that the procedure provided herein shall facilitate the resolution of employee complaints and dissatisfaction at the lowest possible level, and the City and the Association agree to work together towards this end. Any employee and/or his/her Steward shall discuss any grievance, in an informed and informal manner with the immediate supervisor.
- 18.2. "Grievance" means an alleged violation, misinterpretation or misapplication, with respect to one or more employees, of any provision of this Agreement, which arises during the term of this Agreement.
- 18.3. A Steward, when requested by an employee, may assist him/her in processing a grievance. In so assisting the employee, the Steward shall be given the opportunity to discuss the matter with the employee and the employees who may have information bearing on the matter prior to presenting the grievance. An Association staff representative may substitute for the Steward at any level in this process.
- 18.4. The following procedure shall constitute the procedure for the adjustment of grievances.

18.4.1. **STEP ONE – ORAL (Department Head)**

If the employee elects to use the formal grievance procedure he/she shall so advise the Department Head and shall discuss the complaint or dissatisfaction with him/her within ten (10) working days of when the complaint or dissatisfaction becomes known to the employee.

18.4.2. **STEP TWO – WRITTEN (City Manager)**

If the aggrieved employee feels that further review of the grievance is justified, the employee or steward will submit a written statement of all the facts pertaining to the grievance to the City Manager within ten (10) working days. The City Manager shall arrange a meeting between all interested parties in an effort to resolve the grievance.

The City Manager shall render a decision in writing within ten (10) working days of the appeal hearing.

The decision of the City Manager shall be final and binding upon the parties and shall not be subject to any further appeal or redetermination. However, the Union may request an advisory opinion of the Personnel Advisory Board pursuant to Section 18.4.3, below. It is understood that this step shall be advisory only and shall not alter the binding authority of the Manager in these matters.

18.4.3. **WRITTEN AND ORAL PRESENTATION APPEALS BOARD**

The City Manager may be requested, in writing, within ten (10) working days of his/her decision to bring the matter to the Personnel Advisory Board as established by the City Charter, Section 45. These steps are to be followed in sequence. The requirements of a written presentation are not intended to preclude the use of frank and informal conferences as a means of reaching settlement.

18.5. All time limits established herein, may be extended by mutual agreement of the Parties.

ARTICLE XIX
NO STRIKE – NO LOCKOUT

19.1. The Association and unit employees agree not to participate in or sanction any strike or job action of unit employees during the term of this Agreement.

- 19.2. The City agrees not to invoke or sanction any lockout of the unit employees during the term of this Agreement.

ARTICLE XX
EFFECTS OF LAWS AND RULES

- 20.1. This agreement is subject to all applicable existing or future laws and all valid regulations adopted pursuant thereto.
- 20.2. The provisions of this Agreement are intended to state minimum standards of employee rights and benefits, and the City may extend additional benefits to its employees where in its judgment such benefits are justified providing that the application of such benefits does not result in preferential treatment of individual employees or is not in any way discriminatory in nature.

ARTICLE XXI
SEPARABILITY

- 21.1. In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXII
DURATION AND REOPENING

- 22.1. This Agreement shall be effective July 1, 2021 and terminate on June 30, 2024 or upon the negotiation and ratification of a successor agreement.
- 22.2. Renegotiation of this Agreement will be effective by written notice by one of the party to the other not later than December 1, 2023 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives
have executed this contract.

FOR THE CITY:

FOR THE ASSOCIATION:

Jo Brown, Mayor
City of Franklin
Dated: _____

Neil Smith, Field Representative
Local #1984
Dated: _____

Local #1984
Dated: _____



We're Stronger Together

Join together for a stronger voice in our communities

Yes, I want to join with my fellow employees and become a member of SEA/SEIU Local 1984

I hereby request and voluntarily accept membership in SEA/SEIU Local 1984 and I authorize SEA/SEIU Local 1984 to act as my exclusive representative in collective bargaining over wages, benefits, and other terms and conditions of employment with my employer.

I recognize the need for a strong union and believe everyone represented by our union should pay their fair share to support our union's activities. I hereby request and voluntarily authorize my employer to deduct from my earnings and to remit to SEA/SEIU 1984 an amount equal to the dues uniformly applicable to members of SEA/SEIU 1984. This authorization shall remain in effect and shall be automatically renewed in accordance with the applicable terms of my collective bargaining agreement.

Name _____ Dept. _____ Division _____

Street (R) _____ Job Site _____

City _____ State _____ Zip _____ Job Title _____

Town in which you vote (if other than above) _____

Cell Phone _____ Phone (H) _____ Phone (M) _____

Email (H) _____ Email (W) _____ 8/2/8

Signature _____ Date _____

Please check one: ☐ Member ☐ Agency fee
Please check one: ☐ Full-time Employee ☐ Part-time employee

By providing my phone number, I understand that SBC and its agents and affiliates may use increased calling fees in higher and/or best coverage area on my cellular phone on a portable basis. SBC and SBC affiliates, local and/or long distance, will never charge for a local long distance service. Carriers may apply and then effectively apply their fees and/or charges on a SBC SBC local area and/or long distance business or personal use and may be deductible in business or personal use or a combination of both.

Fold in half, tape closed and drop in any mailbox

2. I want to hold politicians accountable to working families and I know we can only do that if we stand together. I hereby authorize my employers to withhold the indicated amount per pay period to forward to SEATTLE Local 1994 as a contribution to SEU PAC. My signature denotes that I agree with the term:chele

☐ 013 ☐ 511 ☐ 99 other _____

Philip N. Wolfe

[Faint handwritten notes at the bottom of the page, likely bleed-through from the reverse side.]

1. The first of these is the fact that the Government has not yet decided whether or not it will accept the offer of the United States to purchase the rights in the atomic energy patents. This is a very important question, for if the Government does not accept the offer, the United States will be unable to use the atomic energy patents for its own purposes.

Yest! What to Join Leaders in Action

☐ Member Political Organization: Hold position responsible for involvement in the political process.

C. Further work at combining and
orienting the degree of interest in
the subject.

☐ Advise: Be advised, the foregoing information is for your information only.

☐ Online Activity, File, e-Check, and
other online services.

☐ I am not a member of the organization.

Municipal Services Department - SEA Local#49 Union Contract (7/1/21-6/30/24)

Series 7000

Grade/Step	Classification	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1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CITY COUNCIL MEETING
AGENDA ITEM VII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of December 6, 2021

Subject: Other Business

- 1. Mayor/Council: Committee Resignations & Appointments**
- 2. Committee Reports**
- 3. City Manager's Update**
- 4. Late Items**

Adjournment

RESIGNATIONS

Planning Board (Mayor reads)

“I accept the resignation of Dave Testerman from the Planning Board, seat PB9, effective as of November 3, 2021.”

Zoning Board of Adjustments (Council reads)

Recommended Motion:

“I move that the Franklin City Council accept the resignation of Dave Testerman from the Zoning Board of Adjustments, seat ZBA1, effective as of November 3, 2021.”

Subject:

FW: [Franklin NH] Resignation from Planning and ZBA Boards (Sent by Dave Testerman, dave@sanbornhall.net)

From: Contact form at Franklin NH <cmsmailer@civicplus.com>

Sent: Wednesday, November 3, 2021 4:03 PM

To: City Manager <citymgr@franklinnh.org>

Subject: [Franklin NH] Resignation from Planning and ZBA Boards (Sent by Dave Testerman, dave@sanbornhall.net)

Hello jmilner,

Dave Testerman (dave@sanbornhall.net) has sent you a message via your contact form (<https://www.franklinnh.org/user/47/contact>) at Franklin NH.

If you don't want to receive such e-mails, you can change your settings at <https://www.franklinnh.org/user/47/edit>.

Message:

Judi,

With my assumption of a role on the School Board I feel it is time for me to resign from the Planning and ZBA Boards. It had been a rewarding time but I also believe that in a city of almost 9,000 there should be somebody else to take this role.

Cheers!

Dave Testerman

▪

CITY COUNCIL APPOINTMENTS

Appointment

Library Board

Recommended Motion:

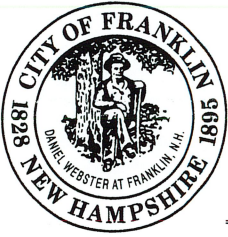
“I move that the Franklin City Council appoint _____ to the Library Board of Trustees (seat LT6). Term of service is 3-years to January 2023.”

Attached:

Appointee Profile Robin Madore Roper

Appointee Profile Cynthia Campbell

Appointee Profile Maureen D. Aube



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin NH 03235

Tel: (603) 934-3900

Fax: (603) 934-7413

PROSPECTIVE APPOINTEE PROFILE

Name: Robin Madore Roper

Address: 109 Prospect St. Franklin NH 03235
Street Address City State Zip Code

Telephone: 603-934-9120 603-934-4144 603-998-2306
(Home Phone) (Work Phone) (Cell Phone) (email)

You must be a Franklin resident to sit on any board or committee within the City! If at any time you do not reside in Franklin, then you shall submit a letter of resignation for your position.

Franklin Resident: ☒ Yes For how long? 17 yrs.

Employer: Franklin School District

Address: Franklin NH 03235
Street Address City State Zip Code

Interested in appointment to: library board

Please list below any specific skills, knowledge or experience you believe to be relevant:

former English teacher, current SPED teacher at PSS

Please state briefly why you are interested in this Board/Committee:

My kids and I enjoy coming to the library and
I'd like to help keep it going and improve it.

Robin Madore Roper
Signature

11/3/2021
Date

Thank you for your willingness to provide us with this information.



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

Tel: (603) 934-3900

Fax: (603) 934-7413

316 Central Street
Franklin NH 03235

PROSPECTIVE APPOINTEE PROFILE

Name: Cynthia Y. Campbell

Address: 247 Salisbury Road Franklin NH 03235
Street Address City State Zip Code

Telephone: 603-934-1344 603-393-6914 campbery1@yahoo.com
(Home Phone) (Work Phone) (Cell Phone) (email)

You must be a Franklin resident to sit on any board or committee within the City! If at any time you do not reside in Franklin, then you shall submit a letter of resignation for your position.

Franklin Resident: ☒ Yes For how long? 53 years

Employer: Watts Water Technologies

Address: 583 South Main St. Franklin NH 03235
Street Address City State Zip Code

Interested in appointment to: Franklin Public Library Board of Trustees

Please list below any specific skills, knowledge or experience you believe to be relevant:

I have a degree in business. My job encompasses identifying problems, math skills, and research. I have always taken pride in my work and self. I work well with others, but also like to propose new ideas.

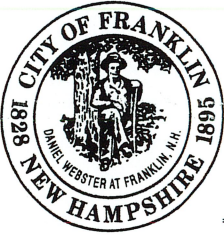
Please state briefly why you are interested in this Board/Committee:

As a lifelong resident of Franklin I feel I could serve with knowledge of our community and the people in it. I want Franklin to keep on their path of improvement.

Cynthia Y. Campbell
Signature

10/30/21
Date

Thank you for your willingness to provide us with this information.



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin NH 03235

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

PROSPECTIVE APPOINTEE PROFILE

Name: Maureen D. Aube

Address: 19 Mountain View Dr. Franklin NH 03235
Street Address City State Zip Code

Telephone: 603-934-2206 603-520-2523 ret. warrior librarian
(Home Phone) (Work Phone) (Cell Phone) (email) @gmail.com

You must be a Franklin resident to sit on any board or committee within the City! If at any time you do not reside in Franklin, then you shall submit a letter of resignation for your position.

Franklin Resident: ☒ Yes For how long? 51 years

Employer: retired teacher and high school librarian

Address: _____
Street Address City State Zip Code

Interested in appointment to: Library Board of Trustees

Please list below any specific skills, knowledge or experience you believe to be relevant:

Educator for 37 years, last 16 years as the high school librarian at Franklin High School. Received my M.L.I.S degree (Master's degree in Library & Informational Studies) in 1997 from University of Rhode Island,

Please state briefly why you are interested in this Board/Committee:

Believe I can offer a positive perspective of how our library can move forward during this period of time... COVID. Have good interpersonal skills and have many experiences working as a team member. Finally, have always loved libraries starting at the age of 4 (four).
Maureen D. Aube 11-04-2021
Signature Date

Thank you for your willingness to provide us with this information.



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting December 6, 2021

Date: December 1, 2021
From: Judie Milner, City Manager
Subject: City Manager's Update

- Contingent Grant Line Activity –
- Trust fund for school funding – \$147.79
- Welcome Aboard, Heather Getman, Finance Assistant
- Congratulations:
 - Rocky Marsh – promoted to Deputy Municipal Services Director
- Next Workshop Meeting – 1/24/22 – economic development
- The cannon is back!
- Committee meetings December – Police
- Media Connections – Union Leader
- Business & Professional Women's event at Lodge of Elks, 11/17
- NHMA NH Town & City bi-monthly magazine has gone digital – signed councilors up with emails used on the city website
- Mill City Park Update –
- City Offices Closed – 12/23 at noon (Thursday); 12/24 all day (Fri)
- City employee holiday luncheon – 12/23, noon, fire station

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	letter in the hands of Attorney Fitzgerald per council direction on 11/1/21 following non public	
9/13/21	look into new mics for meetings	Thank you Mayor Brown for consulting with Dan Darling on new mics; I expect to make a decision & order this week - hopefully they will not be offshore for months on a ship :-)	
11/21/21	Mojolaki solar case	no decision from superior court yet	

- Non-Public Needed:

Motion to go into non-public 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.

Roll Call Vote