

CITY OF FRANKLIN
CITY COUNCIL MEETING
September 13, 2021
6:00 P.M.





CITY COUNCIL MEETING
Monday, September 13, 2021 - 6:00 p.m.
Council Chambers, Franklin City Hall
or view only via Zoom: <https://us02web.zoom.us/j/82138094908>
or by phone: 1-312-626-6799, Meeting ID# 821 3809 4908

SALUTE TO THE FLAG

MOMENT OF SILENCE FOR OUR VETERANS

PUBLIC HEARINGS

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

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

Agenda Item II.

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

Agenda Item III.

School Board Update

Agenda Item IV.

Peabody Home Progress Update presented by Chris Seufert and Howie Chandler

Agenda Item V.

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

Agenda Item VI.

Council to consider a date to Canvass the Votes

Agenda Item VII.

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

Agenda Item VIII.

Other Business

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

Adjournment

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

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

CITY COUNCIL MEETING

AGENDA ITEM I



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

August 23, 2021 City Council Special Meeting

From: Krystal Alpers, Parks and Recreation Director

Subject: 2020 Park and Recreation Mentorship for Rural Youth Impacted by Opioids

Recommended Motion:

August 23rd, 2021

Council moves: **"I move the Franklin City Council schedule a public hearing on Resolution #03-22 at 6:00pm on September 13th, 2021 to accept and appropriate \$62,500 from the National Recreation and Park Association to implement a program to provide mentoring services for youth in rural New England impacted by the opioid crisis."**

Mayor asks for a second and the vote.

September 13th, 2021

Council moves: **"I move the Franklin City Council accepts \$62,500 from the National Recreation and Park Association to implement a program to provide mentoring services for youth in rural New England impacted by the opioid crisis, authorize the City Manager to sign the Memorandum of Understanding, and adopt Resolution #03-22 by a roll call vote."**

Mayor asks for a second and the vote.

Discussion:

The Parks and Recreation Department and the Franklin Mayor's Drug Task Force has been granted \$62,500 to implement a youth mentoring program in our Community.

The Franklin Mayor's Drug Task Force (FMDTF) will be the project lead in partnership with Franklin Parks and Recreation Department (FPRD). The FMDTF will advertise, recruit, screen, and train all mentors. In addition to the mentoring responsibilities, they will design and implement programming as well as cultivate new and existing partnerships. The Parks and Recreation Department will manage the budget and assist in recruitment with partners, participants, and mentors.

We will partner with organizations such as the Franklin School District, Office of School Wellness, Outdoor New England, and the Pemi Youth Center of Franklin. The City will be the fiscal agent and supervisory support for the lead agencies. The Franklin School District and the Pemi Youth Center of Franklin will assist in the recruitment of participants and mentors. The Office of School Wellness will ensure that best practices and evidence-based programming are adhered to. The Student Assistant Program Coordinator (SAPC) through the Office of School Wellness will assist the FMDTF with the facilitation of the program. In addition to substance misuse prevention programming and messaging, our secondary focus will be getting our youth and mentors into participating in outdoor activities together. We will utilize Outdoor New

Franklin - The Three Rivers City

England to safely provide recreational opportunities. Supplemental support will be provided by our community partners throughout the entirety of the grant cycle.

Fiscal Impact:

There is no fiscal impact to the City. This grant does not require any matching funds.

Alternatives:

If City Council does not accept the funds, the youth mentoring program will not be implemented.

Attachments/Exhibits:

1. Resolution #03-22
2. MOU



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

316 Central Street
Franklin, NH 03235

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

RESOLUTION #03-22

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

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

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

WHEREAS, the City of Franklin Recreation Department and the Franklin Mayor's Drug Task Force seeks to engage our youth in meaningful programming, **and**;

WHEREAS, the city has been awarded a federal grant from the National Recreation and Park Association in the amount of \$62,500 for the implementation of a youth mentoring program, **and**;

THEREFORE, BE IT RESOLVED, *that at their regularly scheduled meeting of the City Council on Monday, September 13th, 2021, the City Council of Franklin, New Hampshire does hereby vote to adopt resolution #03-22 to authorize the City Manager to accept and appropriate the funds of \$62,500.00 (sixty-two thousand, five hundred dollars) and sign and execute the Memorandum of Understanding.*

An Increase in Revenue:

Federal Grants Operating- Acct. No. 01-5-211-33111-456 – *sixty-two thousand, five hundred dollars (\$62,500)*

An Increase in Expenditures:

Recreation Admin Supplies - NRPA - Acct. No. 01-5-211-40685-456 – *sixty-two thousand, five hundred dollars (\$62,500)*

By a roll call vote.

Roll Call:

Councilor Brown _____ Councilor Chandler _____ Councilor Zink _____

Councilor Clarenbach _____ Councilor Bunker _____ Councilor Testerman _____

Councilor Desrochers _____ Councilor Starkweather _____ Councilor Trudel _____

Approved: _____

Interim Mayor

Passed: _____

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

A true copy, attested: _____

City Clerk

Date: _____



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated August 2, 2021 (Effective Date), is made between **National Recreation and Park Association** (DUNS #: 042642892), a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Franklin** (DUNS #: 005598313) with a mailing address of 316 Central Street, Franklin, New Hampshire 03235-1774, a provider of park, recreation, or community services in Franklin, NH (Subgrantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Sixty-Two Thousand Five Hundred Dollars (\$62,500) made available to Subgrantee for the implementation of the project selected for grant funding (Project): Mentoring Opportunities for Youth Initiative. This award is made possible through the support of the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) Award Number 2020-JY-FX-0002 in the total amount of \$1,249,999 and approved by DOJ Official Katharine T. Sullivan on 10/22/2020. NRPA is managing the administration of CFDA #: 16.726 – Juvenile Mentoring Program, the Statewide and Regional Mentoring Initiative for Youth Impacted by Opioids grant program (Program). Grants made through this Program are intended to provide mentoring services for youth in rural Appalachia and New England impacted by the opioid crisis.

Having been selected as a recipient of funding through this Program, Subgrantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Project Funding

In compensation for services rendered pursuant to this Agreement, Subgrantee shall be paid a total of \$62,500 over the full grant period. Subgrantee will submit a budget for approval to NRPA by September 30, 2021, and upon approval Subgrantee will receive funds through a cost reimbursable model, submitting quarterly financial reports to the NRPA program officer that will contain an invoice, itemized transactions, and receipts for all expenses to NRPA. Subgrantee must be in good standing, complete all project requirements, and all expenses must be allowable and in accordance with the goals of the grant in order to receive funds. The annual performance period and reimbursement schedule is outlined as follows:

- Performance period of October 1 – December 31, report to be submitted to NRPA by January 31
- Performance period of January 1 – March 30, report to be submitted to NRPA by April 30
- Performance period of April 1 – June 30, report to be submitted to NRPA by July 31
- Performance period of July 1 – September 30, report to be submitted to NRPA by October 31
- *All grant funds must be spent by September 30, 2023. The final financial report will be due to NRPA by October 31, 2023, and final reimbursement will occur shortly thereafter.

3. Subgrantee Program Administration and Implementation Requirements

Subgrantee will implement Project in alignment with NRPA guidelines and timeline below:

- A. Work with NRPA staff to complete all grant administrative tasks including:
 - a. Submit a proposed budget for approval to NRPA outlining all anticipated and allowable expenses for the grant period by September 30, 2021. Adhere to cost reimbursement schedule outlined above to receive grant funds on a quarterly basis. Any changes to the budget that are greater than 10% of the total budget require submission of a new budget and written approval by NRPA.
 - b. Submit the federal lobbying disclosure form (SF-LLL) provided by NRPA to ensure that funds will not be used for lobbying purposes.



- c. Implement a financial management process to document and ensure receipts of all expenditures, including staff time.
 - d. Complete all required performance measure reports provided by NRPA (2 annually in January and July), and one final report at the end of the grant period.
 - e. Participate in data collection efforts to include administering surveys provided by NRPA, hosting site visits (virtual or in-person) and supporting focus groups as requested and administered by NRPA.
 - f. Participate in required trainings and technical assistance offerings.
 - g. Maintain and protect programmatic records for staff, mentors and mentees.
- B. Work with NRPA staff to complete all grant programmatic and implementation tasks including:**
- a. Develop an equitable youth mentoring program utilizing NRPA's Youth Mentoring Framework, to implement group, one-on-one youth mentorship and family engagement opportunities within parks and recreation.
 - b. Engage partners, stakeholders, and youth in the development and design of the mentoring program.
 - c. Develop program practices and policies that support effective mentoring practices and prioritize the safety and well-being of all participants.
 - d. Administer surveys to mentees, mentors and program staff at the beginning and end of the mentoring cycle.
 - e. Participate in trainings, technical assistance, monitoring activities, and peer networking offerings (approximately one per month via virtual meetings, emails or phone calls) throughout the course of the grant focused on core standards of practice, family engagement, and substance use prevention.
 - f. Host a site visit for NRPA staff and stakeholders to observe program and provide technical assistance.
 - g. Share stories, lessons learned and challenges with NRPA on an ongoing basis.
 - h. Complete a sustainability plan to continue Program without grant funds.

4. Promotion

NRPA and OJJDP may use the Subgrantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the Subgrantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

5. Limits of Liability

Neither NRPA, nor OJJDP, or any of their respective parents, subsidiaries, affiliates, officers, directors or employees shall be liable to Subgrantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this Project hereunder.

6. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

7. Term



The term of this MOU will commence on the Effective Date and shall continue until September 30, 2023.

8. Use of Grant Funds

The Subgrantee shall use the full amount of the grant for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Subgrantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Subgrantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Payments of salaries, other compensation, or expense reimbursement to employees of the Subgrantee within the scope of their employment do not constitute “grants” for these purposes and are not subject to these restrictions;
- E. Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or
- F. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, sexual orientation, or gender identity or expression, or support of any entity that engages in these activities.
- G. To travel to NRPA’s Annual Conference or any other conference travel without prior written approval of project officer.

The Subgrantee should adhere to DOJ’s financial guide, which outlines allowable and unallowable expenses. A proposed budget must be approved in writing by NRPA at the beginning of the grant to ensure all expenses are allowable and in alignment with the goals of the grant. Subgrantee must notify NRPA in writing and obtain written approval of any proposed changes to the budget that are greater than 10% of the total project budget.

The subrecipient is expected to keep and maintain detailed books and records of all expenses relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) during the Term and for a period of seven (7) years thereafter. All unspent or uncommitted grant funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the grant funds availability for the project. Any interest or other income generated by the grant funds must be applied to the purposes described in the Grant Description.

9. Observance of All Special Conditions

Subgrantee agrees to accept all Special Conditions, as applicable to Subgrantee. A copy of all Special Conditions are attached to this MOU in Appendix A.

10. Audit

NRPA has the right to audit The City’s financial records relating to this agreement. The City must maintain their financial receipts and must make the records available at any time as requested by NRPA. If as a result of an audit, NRPA determines that funds were not spent in accordance with the purposes of this agreement, The City



may be required to return any funds not substantiated. If NRPA determines that grant funds were used for fraudulent purposes, The City may be barred from participation in any further programs.

11. Audited Financial Statements

Subgrantee agrees to provide NRPA annually with a copy of its most recent Audited Financial Statement (AFS), including its OMB A-133 Audit, if applicable, within 120 days after the close of the fiscal year.

12. Termination

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth.

National Recreation and Park Association

City of Franklin

By: _____

By: _____

Printed Name: Brenda Camacho _____

Printed Name: _____

Title: Chief Financial Officer _____

Title: _____

Date: August 2, 2021 _____

Date: _____



APPENDIX A: SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.



For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).



B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).



Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed]" in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public



policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

C. Rules of construction

- A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award) and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the



activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable



appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

- a. it represents that—



- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of



**National Recreation
and Park Association**

contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted online at OJJDP's Performance Measures website (<https://ojjdp.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.

32. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

34. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

35. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any



employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

38. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

39. The award recipient must attend the Office of Juvenile Justice and Delinquency Prevention (OJJDP)-sponsored New Grantee Orientation training to be held during the first year of the project period at a location to be determined by OJJDP.

40. Justification of consultant rate



Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

41. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

42. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # (2020-JY-FX-0002) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.
43. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

OJP will release this condition through a Grant Adjustment Notice (GAN), following receipt of a satisfactory submission.

**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, September 13, 2021 at 6:00 p.m. in Council Chambers at Franklin City Hall regarding Resolution #03-22, to accept and appropriate \$62,500 from the National Recreation and Park Association to implement a youth mentoring program.

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 II



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of September 13, 2021

Subject: Approval of Minutes

Motion: “I move that the Franklin City Council approve minutes of the July 26, 2021 City Council Special Meeting, the minutes of the July 26, 2021 City Council Special Meeting Nonpublic Sessions (I, II, III) , and the minutes of the August 2, 2021 City Council Meeting.”

Mayor calls for a second, discussion and the vote.



City Council Special Meeting Minutes Monday, July 26, 2021 - 6:00 p.m. Council Chambers, City Hall

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

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

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

Salute to the Flag was led by Councilor Desrochers.

Agenda Item I.

City Council to discuss ARPA Funding.

City Manager Judie Milner stated that the City will be receiving more funds than originally thought from the American Rescue Plan Act (ARPA) Federal Government funding. The City expects to receive \$909,334 but must agree tonight that City wants to accept these funds then officially accept the funds by August 18th. This rule was set by the Treasury Department. The list of projects to spend this money does not need to be decided on tonight.

Milner explained that Franklin is a non-entitlement community and there are additional funds available to non-entitlement communities. There are county funds, NH Department of Environmental Services (NHDES) funds, and also Community Development Finance Authority (CDFA) funds likely available to Franklin. There is also the potential to match these funds with a CDBG Grant for another strategic way of funding a City project.

Milner offered a few ideas of where Franklin could spend the funds however the guidelines from the state have not been fully vetted and confirmed at this time. She suggested the possibility of these funds to be used for Water and Sewer, loss revenue, or broadband projects. The funds do not need to be obligated until December 31, 2024 with an expected project completion date of December 31, 2026.

Municipal Services Director Brian Sullivan provided a priority list of projects to the Council this evening.

The Council asked questions on the Municipal Services priority project list, which shows the current up to date costs and what different buckets they would fall under. Milner further explained that our sidewalks projects may have access to funds under the Federal

Transportation Department through the Safe Routes to School funds. The City would need to apply for those funds as well.

Councilor Trudel asked if the county or NHDES provided indication on what Franklin's share could be and what municipalities may have priority to receive the funds. City Manager Milner stated that NHDES is following the allocation guidelines of the Drinking Water State Revolving Fund and the Clean Water State Revolving Fund Guidelines. Franklin scores very high to receive these funds.

Motion – Councilor Desrochers moved that the Franklin City Council accept the Federal ARPA Funds which will appropriated at a later date. Seconded by Councilor Brown.

There was no further discussion.

All in favor. Motion PASSED.

Agenda Item II.

City Council to discuss Redistricting, deadlines for filing, and review of supporting information.

Interim Mayor Zink stated that the Charter needs to be amended with new census apportionment data which will be released on August 16th.

Councilor Brown asked if the City is required to redistrict. Interim Mayor Zink replied that the City is required for wards to be equally populated within a 5% deviation range.

Councilor Testerman stated that since the City doesn't have a newspaper, residents need to be notified in an additional way other than just on the City website. She also added that the City may want to wait until the Chinburg properties are completed as that could further skew the number of residents in its' ward.

City Manager Milner informed the Council that there isn't enough time to add this to the ballot for October's election therefore a special election will be needed if the Council wishes to have one.

Councilor Desrochers stated that the delay in the census results and deadlines the City is faced with is not leaving enough time to review and make these changes. He suggested that the City ask for an extension from the Secretary of State's Office.

Interim Mayor suggested another option may be writing a letter to the Special Committee and asking to place all three wards into one district. She also stated that it would be a good idea to respond to their questions letting them know what the timeline restrictions are and that a Charter change is needed.

Motion - Councilor Clarenbach moved to remove the wording from the Charter altogether to avoid having to make expensive amendments in the future by way of special elections and add the agreed wording under a City Ordinance instead. Seconded by Councilor Starkweather.

Councilor Clarenbach amended the motion to draft a letter to the state’s special committee on redistricting that Franklin is considering creating one single district and since the census data is not available at this time, the City does not have time to give public notice of changes to the district lines. Seconded by Councilor Chandler.

There was no further discussion.

All in favor of the amended motion. Motion PASSED.

Eight in favor of the original motion. One opposed. Motion PASSED.

Councilor Clarenbach agreed to draft a letter to the State’s special committee regarding the City’s redistricting challenges.

Agenda Item III.

Other

Motion – Councilor Desrochers moved that the Franklin City Council enter into nonpublic session according to RSA 91-A:3, II (c) Matter which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of this board, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver of a fee, fine or other levy, if based on inability to pay or poverty of the applicant. Seconded by Councilor Bunker.

Roll call:

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

All in Favor. Motion PASSED.

Entered into nonpublic session at 6:43 p.m.

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

There was no discussion.

All in favor. Motion PASSED.

Public Session reconvened at 7:01 PM

Motion to seal the minutes was made by Councilor Desrochers because it is determined that divulgence of this information likely would render a proposed action ineffective. Seconded by Councilor Starkweather.

There was no discussion.

Roll call to seal the minutes:

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

All in favor. Motion PASSED.

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

There was no discussion

Roll call:

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

All in Favor. Motion PASSED.

Entered into nonpublic session at 7:03 p.m.

Motion to leave nonpublic and return to public session made by Councilor Brown and seconded by Councilor Trudel.

There was no discussion.

All in favor. Motion PASSED.

Public Session reconvened at 7:14 PM

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

There was no discussion.

Roll call to seal the minutes:

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

All in favor. Motion PASSED.

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

There was no discussion.

Roll call:

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

All in favor. Motion PASSED.

Entered into nonpublic session at 7:15 p.m.

Motion to leave nonpublic session and return to public session was made by Councilor Brown and seconded by Councilor Clarenbach.

There was no discussion.

All in favor. Motion PASSED.

Public session reconvened at 8:14 p.m.

Motion to seal the minutes was made 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. Seconded by Councilor Trudel.

There was no discussion.

Roll call to seal the minutes:

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

All in favor. Motion PASSED.

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

Councilor Chandler asked when the Council would discuss the Council meeting that will fall on Labor Day. Interim Mayor Zink replied that it will be discussed during the August City Council Meeting.

All in favor. Motion PASSED.

The meeting adjourned at 8:15 p.m.

Respectfully submitted,

Audrey Lanzillo



City Council Meeting Minutes Monday, August 2, 2021 - 6:00 p.m. Council Chambers, City Hall

Council in attendance: Interim Mayor Olivia Zink, Councilor Jo Brown, Councilor Scott Clarenbach, Councilor Bob Desrochers, Councilor Jay Chandler, Councilor Paul Trudel (by phone), Councilor Karen Testerman (arrived at 6:09 p.m.), Councilor Ted Starkweather.

Absent: Councilor April Bunker.

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

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

Salute to the Flag was led by Councilor Brown.

Councilor Desrochers honored recently deceased Veteran Joseph St. Jacques who served in the U.S. Army from 1972-1976 and did a tour in Vietnam. A moment of silence commenced in his honor.

Public Hearings

Veterans' Tax Credits

The public hearing opened at 6:02 p.m.

Ward 3 resident Leigh Webb addressed the Council and addressed comments made at a previous City Council Meeting by Representative Dave Testerman and Councilor Karen Testerman that they personally would be in support of doing away with the Veterans Tax Credit. Webb stated that per state RSA, a Veterans tax credit can be anywhere from \$50.-\$750. He suggested that Veterans needing financial assistance could apply and based on their financial situation could get possibly get more of a tax credit. Those who are more financially able, would get less or a cap amount. Those who don't apply at all because they don't wish to receive a tax credit then they can do that if they wish. Webb asked if this could be considered as part of the larger discussion among the Council this evening.

There were no further comments.

The public hearing on Veterans' Tax Credits closed at 6:07 p.m.

Legislative Update

None

Comments from the public

Ward 2 resident Michael George asked the Council when the roads will get repaired. He stated the roads in Franklin are very bad. He also provided the locations of specific potholes in the roads. City Manager Milner replied that she would inform the MSD road crew tomorrow to repair the pothole right away.

Ward 1 resident George Dzujna thanked Councilor Chandler and Councilor Brown for putting up the project information board by the amphitheater at the Whitewater Park. Many people are finding it helpful. Dzujna suggested that the City put up project boards for all City projects to help alleviate misinformation on social media.

Drug Task Force Coordinator Kandyce Tucker and Police Chief David Goldstein provided information on the upcoming National Night Out Event tomorrow evening at Odell Park. Kandyce shared the planned activities and Chief Goldstein explained the history of where and when this event began and that it sends the message of standing up against crime by way of the community coming out and coming together for an evening of fun activities. Nationally, 38 million people are expected to participate.

Ward two resident Dave Testerman stated that he would like the City to get rid of the Veterans Tax Credits. He stated that he doesn't need to be paid to be a Veteran and especially where the City is struggling financially.

Franklin Resident and honored Veteran, shared with the Council that he is not in the position to forgo the Veterans Tax Credit and that he relies on this credit which helps him pay his mortgage or buy food. He also stated that some communities allow a \$2,500 in tax credits for fully disabled Veterans. He further added that an increase in the tax credit should be considered for those in need especially the Veterans returning from Afghanistan.

City Council Acknowledgements

None.

Mayor's Update

None.

Interim Mayor Zink moved Agenda Item III up to replace Agenda item I.

Agenda Item III.

Motion – Councilor Desrochers moved that the Franklin City Council increase the Veterans Tax Credit from \$300 go \$400 for fiscal year 2022. Seconded by Councilor Clarenbach.

The Council shared stories of their personal experiences of themselves and their families who served the United States with great honor. Many came home from various wars with diseases that the government shamefully wouldn't even recognize and would fight to deny Veterans help that they rightfully deserved.

Councilor Brown suggested that the Legislative Committee meet and discuss a sort of sliding scale. She also stated that the Council needs to consider the City's struggling budget and hopes to find a compromise.

Councilor Chandler addressed the public who spoke earlier tonight and stated that there was reference made to the Council that many of those on the Council were not Veterans. Chandler and other members of the Council replied with their stories but most importantly that the reference was not accurate. At least half of the Council served their County directly and understand what it means. He is in support of Councilor Brown's suggestion to meet and discuss this important subject further.

Motion – Councilor Brown moved to amend the motion to allow the Legislative Committee to look at the Veterans Tax Credit with an eye for ensuring that the Veterans most in need are not left without and look at a sliding scale based on income. Seconded by Councilor Starkweather.

Councilor Clarenbach supports looking at a financial balance for the City and based on level of disability, Clarenbach suggested the Legislative Committee review this and confirm they can legally make any changes to the state statute on disabled Veterans tax credits.

Councilor Brown added that the Federal Government already provides compensation for disabled Veterans. She is in support of the Legislative Committee reviewing the tax credits for all of Franklin's Veterans considering their financial need and not just for the disabled Veterans.

Councilor Desrochers expressed frustration and no longer wants to hear that the City doesn't have the money.

Roll call to the amended motion to send to Legislative Committee:

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

Motion PASSED.

Roll Call on the original Motion:

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

Original Motion FAILED.

Motion – Councilor Brown moved that the Legislative Committee look at what can be done with the Veterans Tax Credit with regard to a sliding scale and consider the impact on disabled Veterans to determine what would be a fair and appropriate tax credit for our Veterans. Seconded by Councilor Trudel.

Councilor Chandler stated that he wants a time limit on making these decisions.

Councilor Trudel is in support of including this along with several additional items already on the agenda for the next Legislative Committee meeting.

Motion – Councilor Trudel amended the motion to be discussed by the Legislative Committee and that a decision be brought back to the Council no later than October. Seconded by Councilor Brown.

Councilor Testerman requested that they have list of City priorities so the Council can review that list when making decisions. She also asked that the School look at their budget and consider spending some of their money on shared City spaces that they utilize.

Councilor Trudel stated that due to COVID, the City lost valuable time in making some of these decisions that come from the various committees. It is time to get the committees back together so that they can provide the City Manager with direction.

There was no further discussion.

Roll call on the amended motion:

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

All in favor. Motion PASSED.

Roll call on the original motion:

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

All in favor. Motion PASSED.

Councilor Trudel exited on the phone from the Council Meeting.

Agenda Item I.

Council to consider approval of City Council meeting minutes.

Motion – Councilor Brown moved that the Franklin City Council approve minutes of the June 24, 2021 City Council Special Meeting, the minutes of the July 6, 2021 City Council Special Meeting, and the minutes of the July 12, 2021 City Council Meeting. Seconded by Councilor Desrochers.

Councilor Starkweather abstained from his vote on approving the minutes of the July 12, 2021 City Council Meeting because he was not present at that meeting.

There was no further discussion.

6 in favor. 1 abstention. Motion PASSED.

Agenda Item II.

School Board Update

Superintendent Dan LeGallo and School Board Chair Tim Dow were not able to attend tonight due another important meeting.

City Manager Milner provided a brief School update for the Council. Milner stated that the School Board is meeting on August 23rd to discuss their plans and options relating to the COVID mandates for opening the classrooms this fall.

Agenda Item IV.

Council to consider Property Tax Deed

Motion – Councilor Testerman moved that the Franklin City Council accept the tax deeds on the following parcels: Map/Lot: 107/001/000 (land only), Map/Lot: 078/006/006 (Building only), and Map/Lot: 096/061/006 (Building only). Seconded by Councilor Brown.

City Manager Milner stated that there isn't a clear reason why taxes have not been paid on these properties. The state has been offering funding to help homeowners over the past year so there have been other options available to assist however it is unfortunate these property owners likely did not apply for the assistance.

Councilor Desrochers stated that one of these properties is a run-down trailer and he doesn't

wish the City to take properties like these and make it the City's issue. City Manager Milner replied that the City works with the trailer park owner since they also would like to recoup their lot rent. Miler recommends that the City proceed with the taking the property then working with the land owner as it sends a positive message to the community by assuring removal of any abandoned deteriorating trailers.

There was no further discussion.

All in favor. Motion PASSED.

Motion – Councilor Brown moved that the Franklin City Council deny the Tax Deed on the following parcel: Map/Lot: 098/051/0EX (Land & Building). Seconded by Councilor Testerman.

Councilor Desrochers asked what recourse the City has at recouping the back taxes if they are not paid. He suggested a building lien or a legal document in place.

Milner replied that this can come back again as tax deed property and the City can take it the following year if it is not paid. The denial is good for only one year.

There was no further discussion.

All in favor. Motion PASSED.

Agenda Item V.

Council to consider rescheduling the September 6th City Council Meeting falling on the Labor Day holiday.

Motion – Councilor Desrochers moved that the Franklin City Council move the September 6, 2021 City Council to Tuesday, September 7, 2021. Seconded by Councilor Chandler.

Members of the Council are not available on this day and would like to suggest another date.

Vote taken. Motion FAILED.

Motion – Councilor Testerman moved that the Franklin City Council move the City Council meeting from September 6, 2021 to September 13, 2021. Seconded by Councilor Clarenbach.

All in favor. Motion PASSED.

Agenda Item VI.

Council to consider approval of SQF LLC Installation of 5 utility poles in the right of way.

Motion – Councilor Desrochers moved that the Franklin City Council approve the installation of 5 utility poles in the public right of way by SQF LLC & US Cellular at the following locations:

**119 Central Street
59 West Bow Street
185 Sanborn Street
220 South Main Street
21 Edwards Street**

Seconded by Councilor Chandler

Councilor Starkweather requested that these installations be made away from the edge of the sidewalk so not to impede winter snow plowing and damaging City equipment.

Residents within a certain radius have been notified.

Councilor Desrochers expressed concern of certain areas having underground wires and road cuts. He stated that this will cause more road bumps and potholes. Planning and Zoning Director Seth Creighton replied that there are regulations that require new development to install underground utilities in certain areas unless a waiver was submitted. A waiver was not submitted in case.

All in favor. Motion PASSED.

Agenda Item VII.

Other Business

1. Council Appointments

- a) Motion – Councilor Brown moved that the Franklin City Council appoint Seth Creighton as the City’s primary Representative to the LRPC TAC Committee. Term of Service is two years to January 2023.**
- b) Motion – Councilor Brown moved that the Franklin City Council re-appoint Justin Hanscom as the City’s Deputy Representative to the LRPC TAC Committee. Term of Service is two years to January 2023.**

Seconded by Councilor Testerman.

There was no discussion.

All in favor. Motion PASSED.

2. Committee Reports - none

3. City Manager's Update

- a) Contingent Grant Line Activity – no activity for the month
- b) Trust fund for school funding – \$146.04
- c) Welcome – Seth Creighton, Planning & Zoning Director
- d) National Night Out – 8/3 5-7pm Odell Park
- e) Filing Period – 8/18 – 8/27/21
- f) PPP Private Public Partnership connections & collaboration – Thank you Jule Finley for the art in downtown storefronts.
- g) Thank you Jason Grevior & John Hastings for seeing a need and filing it regarding American Flags on Central Street. The have volunteers to purchase flags and put them out along Central Street.
- h) Congratulations 2021 Cappie Winners – Brothers Donuts & FSB
- i) Next LEAN Workshop Meeting will be on August 23rd. The Council should continue the ARPA Funds discussions. Milner submitted the application for the ARPA funds on July 29th.
- j) Media Connections – WMUR, Laconia Daily Sun, Union Leader, NH Business Review, NH Public Radio, US News, and Andover Beacon regarding the Whitewater Park. Outdoor magazine has featured an article about our Water park as well.
- k) Mill City Park Update – water construction is on hold due to all the rainfall and Lake Winnepesaukee is too high and drains at a slow rate. Thank you Councilors Brown and Chandler for putting the "Project Board Sign". Mowing next to Kayak Man will be done by Mill City Park.
- l) Results on the Hotel feasibility Study from the Technical Assistance Grant is expected by mid-September.
- m) City Clerk Katie Gargano has given her resignation. City Manager Milner and the City Council congratulated her on her new job and applauded her for all her hard work over the years.
- n) City Manager Milner will be on Vacation from 8/9-8/13, Director Gaudette point person
- o) Milner shared a spreadsheet with the Council of the Mayor Committee meeting meetings split out during the year so there are no more than two extra meetings per month.
- p) The Fife farm/lease did not plant on the areas of the potential solar locations this year. Councilor Desrochers requested information on the termination of the solar lease. Milner stated that the Council agreed to send the leases to City Attorney Paul Fitzgerald to see if there is way to legally terminate the lease. Milner stated that this should be next in the forefront for

the City Attorney to focus on. Desrochers stated that the attorney should have an answer for the City by the September 13th meeting. He cannot understand how the City can't get out of the lease since they are not doing a thing to move this project forward. The City has waited long enough.

4. Late Items.

Council to consider the purchase of one used 2013 Model 7900 International Dump Truck with attachments.

City Manager stated that Municipal Services Director Brian Sullivan just requested this new urgent need. She explained the City's needs and fiscal impact.

City Mechanic Jeff Lutz answered questions from the Council regarding the current conditions of the City's MSD trucks.

The Council's gave consensus to move forward with the recommendation to purchase this dump truck and a Resolution with the appropriations will be forthcoming in September for a public hearing and a vote in October.

Councilor Clarenbach drafted a letter for the Special Committee regarding redistricting. Councilor Chandler thanked Councilor Clarenbach for drafting the letter. The Council discussed the letter and offered minor wordsmithing suggestion. There was further discussion on who the letter should come from.

The Council agreed to have City Clerk Gargano to sign the letter and to include the added wording stating the City Council concurred.

Motion to adjourn was made by Councilor Clarenbach and seconded by Councilor Starkweather. All in favor. Motion PASSED.

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

Audrey Lanzillo

CITY COUNCIL MEETING

AGENDA ITEM III



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of September 13, 2021

Subject:

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

CITY COUNCIL MEETING

AGENDA ITEM IV



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of September 13, 2021

Subject: Peabody Home Update

Chris Seufert and Howie Chandler will provide a progress update on the Peabody Home construction project.

CITY COUNCIL MEETING

AGENDA ITEM V



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
September 13, 2021

From: Judie Milner, City Manager

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

Suggested Motion:

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

Mayor calls for a second, discussion and vote.

Discussion:

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

Responsibilities of each party in the agreement are as follows:

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

b. By Stevens Mill, LLC:

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

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

Attachments/Exhibits:

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

DEVELOPMENT AGREEMENT

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

RECITALS:

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

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

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

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

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

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

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

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

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

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

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

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

“Minimum Guaranteed Tax Assessment Value” shall have the meaning ascribed to it in Section 5.02 of this Agreement.

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

“Performance Mortgage” shall have the meaning ascribed to it in Section 5.04 of this Agreement.

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

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

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

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

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

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

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

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

ARTICLE II CONDITIONS PRECEDENT

Section 2.01 City Manager Delivery/City Council Approval.

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

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Developer.

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

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

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

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

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

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

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

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

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

Section 3.02 Representations of the City.

The City represents and warrants to the Developer as follows:

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

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

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

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

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

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

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

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

Section 3.03 No Implied Approvals by City.

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

Section 3.04 No Waiver of Ordinances, Rules or Regulations.

Nothing herein shall be construed as affecting any party's rights or duties to perform their respective obligations and fulfill their respective responsibilities under any zoning ordinances, use regulations, building codes, or subdivision requirements, or any other laws, regulations, rules, codes or statutes relating to the development of the improvements anticipated as part of the Project or Project Site.

ARTICLE IV PROJECT APPROVALS, CITY INCENTIVES AND ACKNOWLEDGMENTS

Section 4.01 Site Plan Approval; Construction.

The Developer shall obtain final, un-appealable site plan approval for the full build-out of the Project, and shall satisfy all conditions precedent pertaining to such approval, including receipt of all applicable federal, state and local permits and approvals, by no later than December 31, 2021, which date may be extended, in writing, upon the reasonable request of Developer (the "Approval Expiration Date"). The permits and approvals for the Project shall be in compliance with any and all applicable ordinances, codes, rules and regulations of the City of Franklin and/or the State of New Hampshire. If the site plan is not approved by the Approval Expiration Date, or if, once received, any permits and approvals related thereto lapse for a period in excess of thirty (30) days (either event being an "Approval Default"), the City or Developer may terminate this Agreement by written notice to the other party. Notwithstanding the foregoing, in the event of an Approval Default, either party may elect, in its reasonable discretion, to provide the defaulting party with additional time, in writing, to cure the Approval Default. The Developer acknowledges and agrees that the Project shall be constructed in accordance with its permits and approvals. The construction of the Project shall also be in compliance with the applicable codes, ordinances, rules and regulations of the City and the State of New Hampshire.

Section 4.02 Abutter Meetings.

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

Section 4.03 Design and Architecture.

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

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

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

During the Developer's prosecution of the Permits and Approvals, the Developer may alter the design or construction of the Project, as described in this Development Agreement, including

the Project Plans at **Exhibit A**, subject to the consent and approval of the City, acting by and through its City Manager, which approval shall not be unreasonably withheld. Any changes to the design or construction of the Project considered material by the City Manager, in the City Manager's sole discretion, shall require approval by the City Council.

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

ARTICLE V TAX GUARANTY

Section 5.01 RSA 79-E Tax Relief.

The Developer, at its election, may apply for tax relief as allowed by RSA chapter 79-E, and the City, at its election, may grant (but is not obligated to grant) such relief based upon the City's review of the Developer's application. Provided that the Developer qualifies for and is granted RSA 79-E tax relief for the period commencing upon the completion of Project Site construction, as evidenced by the issuance of a certificate of occupancy (which the parties agree shall constitute completion of construction for purposes of RSA 79-E) and ending upon the seventh anniversary of such date (hereinafter the "Tax Relief Period"), the Developer and City agree that during the Tax Relief Period, the taxes for the Project Site shall be set, as per New Hampshire RSA 79-E, at the assessed value for the Project Site in place as of the time the City approves the application for tax relief and the Developer grants to the City a satisfactory covenant to protect public benefit as required by the City's 79-E tax relief program, a copy of which is attached as Exhibit B ("the Covenant Document"). The Covenant Document shall be recorded with the Merrimack County Registry of Deeds at the time of, or before, the Developer acquires the Project Site, shall bind the Project Site and run with the land as stated in more detail in Exhibit B. The Developer shall be solely responsible for ensuring the proper recording and priority of the Covenant Document as stated herein.

Section 5.02 Taxes.

After the expiration of the Tax Relief Period and continuing for a period of twenty (20) years thereafter (the "Tax Guarantee Period"), the Project Site shall have a Minimum Guaranteed Tax Assessment Value of Twenty Million Dollars (\$20,000,000).

During the Tax Guarantee Period, if the actual assessed value of the Project Site decreases by more than twenty-five percent (25%) from the most recent establishment of the actual assessed value of the Project Site in any five year period, and provided that the resulting actual assessed value is less than the then-applicable Guaranteed Tax Assessment Value, the parties agree to discuss whether and how to continue with the Developer's obligations to pay ad valorem taxes based on the applicable Guaranteed Tax Assessment Value for the Project Site, but the City is not required to grant any such relief.

Notwithstanding the above, the Developer shall, annually, pay to the City the difference between the annual debt service payment on “TIF Debt”, whether principal and interest or interest only and “TIF Revenue” from the “TIF District”. However, such annual payment shall not exceed the sum of \$35,000.00.

Section 5.03 Tax Shortfalls.

To the extent that in any tax year from the expiration of such Tax Relief Period, the ad valorem real property taxes assessed for Project Site are less than the Guaranteed Tax Assessment Value for that year (as provided above), then the Developer shall be responsible for the payment of the difference to the City as if the Project Site was assessed at the Guaranteed Tax Assessment Value (the “Ad Valorem Tax Payment Obligation”). Any Ad Valorem Tax Payment Obligation shall be due and owing at the same time that taxes are generally due for City property owners, and shall be treated as an obligation for the payment of taxes for all purposes related to enforcement of the obligation.

Section 5.04 Performance Mortgage and Continuing Covenant for Guaranteed Tax Assessment Value.

Upon the signing of this Agreement, the Developer shall convey to the City a performance mortgage or other such surety which is satisfactory to the City, to be recorded against the Project Site, to secure the Developer’s obligations pursuant to Sections 5.02 and 5.03, above (the “Performance Mortgage”). The form of the Performance Mortgage is attached as Exhibit B. The Performance Mortgage shall be in addition to any financial sureties customarily required by the City for the construction and development of property. The Performance Mortgage shall be subordinate to the Developer’s Lender’s mortgage except to the tax related covenants within the Performance Mortgage as contained within Sections 5.02 and 5.03. The City shall reasonably cooperate with any lender(s) of the Developer regarding the subordination of its Performance Mortgage by entering into a written subordination agreement in recordable form, provided that such subordination agreement excludes the Developer’s covenants to the City contained in Sections 5.02 and 5.03 of the Development Agreement, which covenants shall remain superior to the lender’s mortgage and other security instruments following the recording of such subordination. Upon the issuance of the Certificate of Occupancy, the City shall discharge the Performance Mortgage, and it shall be survived by the covenants set forth in this Section 5.04 of this Agreement, as recorded with the Merrimack County Registry of Deeds per Section 7.13 below. Notwithstanding the discharge of the Performance Mortgage, and for so long as this Agreement remains in effect, the Project Site shall, after expiration of the Tax Relief Period set forth in the Covenant Document and continuing for a period of twenty (20) years thereafter, by virtue of this Agreement have a Minimum Guaranteed Tax Assessment Value of Twenty Million Dollars (\$20,000,000) for all purposes of tax assessment and collection in the City of Franklin. For clarification, the Performance Mortgage shall be in addition to any liens or other collections rights of the City provided for in RSA chapter 80, for the collection of taxes.

ARTICLE VI DEFAULT

Section 6.01 Events of Default.

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

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

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

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

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

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

(f) *Failure to Obtain or Lapsing of Permits and Approvals.* The occurrence of any Approval Default, including the failure of the Developer to obtain and/or maintain in a timely manner all permits and approvals, including any certificates, permits, variances, special exceptions and/or other approvals from all federal, state and municipal authorities, including without limitation all approvals and permits relating to subdivision and site plan review, architectural design review, zoning, building codes, water supply and sewage, and environmental laws relating to the development of the Project and the Project Site.

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

(h) *Construction Breach.* The Developer does not complete construction of the Project or the Project Site in accordance with approved plans and specifications or this Development

Agreement, or the Developer makes any material change to such plans and specifications without receiving the prior written consent of the City.

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

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

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

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

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

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

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

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

Section 6.02 Non-Exclusive Rights and Remedies.

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

ARTICLE VII MISCELLANEOUS

Section 7.01 Agreement Termination.

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

Section 7.02 Indemnification.

(a) The Developer releases the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, from, and agrees that the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, shall not be liable for and indemnifies the City, the members of the City Council and the City's respective officers, attorneys, board members, agents and employees against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of the Developer, its agents or anyone who is directly employed in connection with (i) this Development Agreement or (ii) the development of the Project Site, including the construction, maintenance, repair and replacement of any improvements which the Developer is required to undertake pursuant to this Development Agreement or any permit or approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Development Agreement, willful misconduct or fraudulent action of the City, the members of the City Council and the City's respective officers, attorneys, agents and employees.

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

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

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

Section 7.03 Notices.

Any notice, payment or instrument required or permitted by this Development Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by electronic mail or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

City:

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

With a copy to:

Paul T. Fitzgerald
City Attorney
Wescott Law, PA
28 Bowman Street
Laconia, New Hampshire 03246

Developer:

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

With a copy to:

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

Section 7.04 Severability.

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

Section 7.05 Successors and Assigns.

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

Section 7.06 Waiver.

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

Section 7.07 Merger.

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

Section 7.08 Parties in Interest.

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

Section 7.09 Amendment.

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

Section 7.10 Time is Of the Essence.

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

Section 7.11 Counterparts.

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

Section 7.12 Effective Date.

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

Section 7.13 Notice of Agreement.

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

[Signature Page follows]

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

CITY OF FRANKLIN, NEW HAMPSHIRE

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

STEVENS MILL, LLC

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

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

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

STATE OF NEW HAMPSHIRE
COUNTY OF _____

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

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

EXHIBIT A

CONCEPTUAL PROJECT SITE PLAN and ARCHITECTURAL DRAWINGS

[attached]

All in favor. Motion PASSED.

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

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

Seconded by Councilor Desrochers.

Mayor Giunta asked if there was any discussion.

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

Roll call:

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

All in favor. Motion PASSED.

Councilor Desrochers moved to adjourn. Seconded by Councilor Clarenbach

The meeting adjourned at 7:55 p.m.

Respectfully submitted,

Audrey Lanzillo

CITY COUNCIL MEETING
AGENDA ITEM VI



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting September 13, 2021

From: Katie Gargano, City Clerk

Subject: Council to set date to Canvas the votes from the October 5, 2021 City Election:

Recommended Motions:

1. Councilor moves:

"I move that the Franklin City Council set the date to Canvas the votes from the City Election on 10/12/2021 at 6 PM"

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

Attachments/Exhibits:

§ C-16 Canvass of votes; contested elections; tie votes.

[Added by Ch. 153 of the Laws of 1979; amended 11-26-1979]

Within seven days after a municipal election the Council shall canvass the votes cast, and the candidates receiving the highest number of votes for the offices to be filled shall be declared elected. Within seven days thereafter the Council shall, subject to such rules and regulations as it may prescribe, upon request of any candidate, recount the ballots cast in the election and hear and determine any contest on the grounds of fraud or misconduct therein. Decisions of the Council in cases of contested elections shall be final. Tie votes for any elective office shall be resolved by lot in the manner that the Council may determine. In cases arising under this section, the Council shall have the power to subpoena witnesses and compel the production of all pertinent books, records and papers.

669:30 Recounts; Application. – Any person for whom a vote was cast and recorded for any office at a town election may, no later than the Friday following the election, apply in writing to the town clerk for a recount of the ballots cast for such office, the clerk shall appoint a time for the recount not earlier than 5 days nor later than 10 days after the receipt of said application.

Source. 1979, 410:1. 1981, 454:13. 1994, 4:32, eff. May 27, 1994.

CITY COUNCIL MEETING
AGENDA ITEM VII



CITY OF FRANKLIN COUNCIL AGENDA REPORT

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

From: Michael Foss, Fire Chief/EMD

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

Recommended Motions:

September 13, 2021

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

Mayor calls for a second, discussion, and vote.

October 4, 2021

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

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

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

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

The Grant covers the following items:

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

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

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

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

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



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin, NH 03235

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

RESOLUTION #04-22

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

In the year of our Lord, Two Thousand Twenty,

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

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

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

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

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

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

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

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

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

And an increase in FY2022 expenditure accounts,

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

By a roll call vote.

Roll Call:

Councilor Chandler _____ Councilor Desrochers _____ Councilor Bunker _____

Councilor Brown _____ Councilor Testerman _____ Councilor Trudel _____

Councilor Clarenbach _____ Councilor Starkweather _____ Councilor Zink _____

Approved: _____
Interim Mayor

Passed: _____

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

A true copy, attested: _____
City Clerk

Date: _____

Memorandum of Agreement (MOA)

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

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

The "LRMFA" is responsible for:

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

The "Grantee" is responsible for:

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

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

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

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

City of Franklin Fire Department

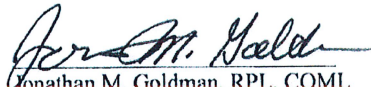


Michael Foss
Chief/EMD
Franklin Fire Department

2/11/21

Date

Lakes Region Mutual Fire Aid Representative



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

2/11/21

Date

CITY COUNCIL MEETING
AGENDA ITEM VIII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of September 13, 2021

Subject: Other Business

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

Adjournment

MAYOR APPOINTMENTS/RESIGNATIONS

Trustees of the Trust Funds

"I re-appoint Julie Buker to the Trustees of the Trust Funds (seat # TT3), term of service is 3-years to September 2024."

Conservation Commission

"I accept the resignation of Michael Mullavey from the Conservation Commission (seat # CC1)."

Audrey Lanzillo

From: Mayor
Sent: Tuesday, August 10, 2021 11:56 AM
To: Audrey Lanzillo; Seth Creighton; City Manager
Subject: Fw: Conservation Commission

FYI

From: Mullavey, Michael <Michael.Mullavey@wattswater.com>
Sent: Monday, August 9, 2021 1:08 PM
To: Mayor <Mayor@franklinnh.org>
Subject: Conservation Commission

Hello Olivia,
Please be advised that I do not intend to seek re-appointment to the Franklin Conservation Commission when my term expires next month.
Thank you,
Mike

Michael Mullavey
Technical Advisor



815 Chestnut Street, North Andover, MA 01845
T: 978-689-6130 | M: 603-475-3010
Michael.Mullavey@wattswater.com
www.wattswater.com

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CITY COUNCIL APPOINTMENTS/RESIGNATIONS

Zoning Board of Adjustments

Motion: "I move that the Franklin City Council accept the resignation of Jeff Dickinson (regular seat # ZBA5) from the Zoning Board of Adjustments effective as of August 4, 2021."

Motion: I move that the Franklin City Council accept the resignation of Cecile Cormier (alternate seat #ZBA7) from the Zoning Board of Adjustments and move to appoint Cecile to (regular seat # ZBA5), term of service is to January 2023."

Motion: "I move that the Franklin City Council appoint Debbie Davis to the Zoning Board of Adjustments (regular seat #ZBA2), term of service is 3-years to January 2024."

Audrey Lanzillo

From: Seth Creighton
Sent: Tuesday, August 10, 2021 12:51 PM
To: Audrey Lanzillo
Cc: Judith Bibbins
Subject: FW: August 4, 2021 Meeting Reminder

Hi Audrey,

Below is a "resignation from the Zoning Board of Adjustment" email from member Jeff Dickinson. Planning and Zoning Dept. presented this email to the Zoning Board at their August 4th meeting. The Zoning Board noted the withdrawal.

The Zoning Board also discussed having Cecile Cormier move from Alternate to Full Member. Cecile said she'd apply for full membership. The Zoning Board members asked that I let City Council know they support this move.

Will you please share this email with the City Council and Mayor, and City Manager?

Thank you,

Seth Creighton, AICP
Planning & Zoning Director
City of Franklin
316 Central St
Franklin, NH 03235
603-934-2341 (Phone)

From: Jeff Dickinson <peacheslab0598@metrocast.net>
Sent: Tuesday, August 3, 2021 3:02 PM
To: Judith Bibbins <Jbibbins@franklinnh.org>
Cc: Seth Creighton <SCreighton@franklinnh.org>
Subject: Re: August 4, 2021 Meeting Reminder

Hi Judy. I am not going to be able to attend the meeting tomorrow. In fact I am going to need to step back altogether from the ZBA for the time being. Health wise the evening meetings are too hard for me to attend in person and now that the Zoom option is not available I don't feel like I can reliably attend. Perhaps I can again down the road.

Best,

Jeff Dickinson

Sent from my iPhone

On Aug 3, 2021, at 11:41 AM, Judith Bibbins <jbibbins@franklinnh.org> wrote:

Good morning!

Please confirm your attendance at tomorrow night's meeting of the ZBA.

Thank you!

Judy

Judy Bibbins

Administrative Assistant for Planning & Zoning

City of Franklin

603.934.2341



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: Cecile M. Cormier

Address: 20 Morrill Court Franklin NH 03235
Street Address City State Zip Code

Telephone: 671-7533 (603) 548-5974 nhcecile@gmail
(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? 6 yrs

Employer: NA

Address: _____
Street Address City State Zip Code

Interested in appointment to: Full time ZBA member

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

I am currently an alternate

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

I have been an alternate for 2 yrs & wish
to become a full member

Cecile M. Cormier
Signature

Aug. 10, 2021
Date

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



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting September 13, 2021

Date: September 8, 2021
From: Judie Milner, City Manager
Subject: City Manager's Update

- Contingent Grant Line Activity –
- Trust fund for school funding – \$146.04
- Welcome – Justin Hanscom, Municipal Services Director
- Retirement – Congratulations & Best Wishes Deb Kulacz, Finance Assistant; Brian Sullivan, Municipal Services Director
- National Night Out – 8/3
- Jack Benson Community Forum – 8/31
- Northern Rail Trail – Rails to Trails Conservancy 2021 Hall of Fame Finalist
- Next Workshop Meeting – no workshop meeting for September in deference to Choose Franklin's Candidate's Forum (9/20)
- Media Connections – WMUR, Laconia Daily Sun, Union Leader
- Mill City Park Update – Social Media Buster
- Downtown Merchants Group – Franklin Falls Holiday Stroll, 12/3
- 10 digit dialing – 10/24
- City Clerks Office closed 10/5 for elections
- Manager Vacation Days – 9/17, 9/23, 9/24, Director Gaudette point person

Franklin - The Three Rivers City

City of Franklin, NH**City Council Request Follow Up Log**

Date Requested	Request	Status	Completed
12/7/20	look into the remediation and possible termination of Franklin Solar 1 & 2 leases	to Attorney Fitzgerald 9/7/21	
8/30/21	What was \$125,000 voted to be used for roads & sidewalks at the 10/5/20 cc meeting	Roads encumbered - New Hampton Road, Central from Peabody Place to Main St, South Main Street (as far as remaining encumbrance takes us)	

Other Business

Motion – Councilor Desrochers moved that the Franklin City Council request that the City Manager begin to investigate the remediation and possible termination of the lease for the Franklin Solar One and Solar Two Projects on City owned land near the Franklin Waste Water Treatment Plant. Seconded by Councilor Testerman.

Desrochers stated that the City has waited long enough for these projects to start. The company ownership has changed hands with continued excuses of why we need to wait longer to see completion and income. The City hasn't received a dime on this land and it's time to look at these leases and do something about this.

City Manager Milner requested time to review the lease agreements regarding termination as well as obtain City Attorney Fitzgerald's legal opinion.

Roll call:

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

All in favor. Motion PASSED.

Councilor Desrochers asked Mayor Giunta to explain why Nita Tomaszewski wasn't asked to continue to serve on the Conservation Commission as her seat had expired a few months ago. Mayor Giunta stated that although he wasn't aware of her seat expiring and since it is his appointment, he jumped at the chance to appoint young residents who expressed interest in getting involved in the community. He then thanked Nita for her many years of service.

1. Mayor Appointments (Mayor Giunta stated the following):

- a. Accepted the resignation of Bob Morin from the Conservation Commission (seat CC5) effective November 19, 2020.
- b. Appointed Christine Sheedy to the Conservation Commission (seat CC3), term of service is 3 years to September 2023.
- c. Appointed James DeBernardo to the Conservation Commission (seat CC5), term is to fulfill current expiration to September 2022.
- d. Appointed Sam McLaughlin to the Conservation Commission (seat CC7), term of service is 3 years to September 2023.
- e. Appointed Christy Liolis to the Highway Safety Commission (seat HS6), term of service is 3 years to September 2023.
- f. Re-appointed Dave Liberatore to the Planning Board (seat PB6), term of service is 3 years to January 2024.

Motion – Councilor Testerman moved that the Franklin City Council set a public hearing on Monday, November 2, 2020 at 6:00 p.m. regarding Resolution 08-21, appropriating up to the amount received of Federal Grant money under the CARES Act allocated to Franklin through the Governor’s Office of Emergency Relief and Recovery. To be read in title only. Seconded by Desrochers.

Mayor Giunta asked if there was any discussion.

Councilor Zink referenced the Whereas clause that states \$206,402 was received and wondered if this was received.

Milner replied that she based the wording from a similar previous resolution for election money. The allotment for the City is up to \$206,402 and Milner stated that she is confident that the City will expend up to the allotted amount on PPE and other City related expenses that were not covered under last month’s resolution for election expenses.

There was no further discussion.

Roll call:

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

Mayor Giunta read Resolution 08-21 in title only:

RESOLUTION #08-21

A Resolution Relating to a supplemental appropriation for Fiscal Year 2021.

Councilor Desrochers requested a discussion on a non-agenda item regarding last month’s topic on spending \$250K on paving two parking lots. He does not support spending this amount of money on two parking lots at the present time and requested to allocate some money on street and sidewalk repairs. The Church Street lot can wait. He requested at least half be moved over to the MSD Department so they know they have it.

Motion – Councilor Desrochers moved that the Franklin City Council direct the City Manager to move \$125K from the Keegan and Church Street parking lot account to the Municipal Services Department for the purpose of repairing street and sidewalk paving, none of which to be done in the downtown area but in the outlining district. Seconded by Councilor Testerman.

Councilor Brown reminded the Council that the Keegan parking lot was to be completed for the higher end apartments and suggested this be a discussion for the upcoming MSD Committee meeting. Franklin Savings Bank went out on a limb to help secure those buildings and the City agreed to help them with parking. Brown is not in support of this motion.

Milner agreed that this was previously discussed in a non-public meeting to support the IFA Project which has high end apartments. They need 18 spaces.

Councilor Clarenbach agreed with Desrochers and the Council should reevaluate how to fund roads and sidewalk repairs. The Council agreed to the Keegan parking lot so we are obligated to do it but not sure about the necessity of the Church Street parking lot. As chair of the MSD Committee, he will make this a topic at the November 4th meeting. Clarenbach stated that he is in support of this motion.

Councilor Dzujna is not in support of this motion at this current time and would like it to be discussed at the upcoming November 4th meeting as well.

Councilor Bunker asked what the affect would be if part of the \$250K wasn't used on the other repairs intended. Milner replied that the estimates for the parking lots came in under the allocated amount and therefore the savings would normally be used in other areas where money is needed. Bunker agreed with Desrochers that money should be moved to address the roads.

Councilor Testerman asked about the timing and asked when the high-end apartments would be completed. She is in support of waiting until the MSD Committee meets but then make a decision right away so the Citizens know things will be fixed.

Milner replied that the construction is behind schedule and bids are still coming in for paving. Paving on roads or parking lots likely wouldn't happen until the spring.

There was no further discussion.

Roll call:

Councilor Brown	No	Councilor Dzujna	No	Councilor Testerman	Yes
Councilor Clarenbach	Yes	Councilor Starkweather	Yes	Councilor Bunker	Yes
Councilor Desrochers	Yes	Councilor Zink	Yes	Councilor Trudel	Absent

6 in favor. Motion PASSED.

Agenda Item VIII.

Other Business

1. Mayoral Appointment
 - a) Mayor Giunta re-appointed Kathy Zink (Seat TT1) to the Trustees of the Trust Funds, term of service is 3-years to September 2023.
2. City Council Appointment
 - a) **Motion – Councilor Dzujna moved that the Franklin City Council appoint Ernest Fredette (Alternate Member seat #CEAB6) to the Code Enforcement Appeals Board, term of service is 3-years to September 1, 2023.**
Seconded by Councilor Clarenbach.