

CITY OF FRANKLIN
CITY COUNCIL SPECIAL MEETING
May 24, 2021
6:00 P.M.





**CITY COUNCIL SPECIAL MEETING
Monday May 24, 2021 - 6:00 p.m.
Council Chambers, Franklin City Hall**

For live viewing only: <https://us02web.zoom.us/j/85862681568>
or listen only by phone: 1-312-626-6799, Meeting ID# 858 6268 1568

SALUTE TO THE FLAG



Agenda Item I.

Council to consider writing a letter of support for the enclosed letter regarding the Survival of Liberties.

Agenda Item II.

Council to consider the approval of the Intermunicipal & Special Counsel Conflict of Interest Agreements for the Cable Consortium.

Agenda Item III.

Council to consider setting a public hearing for Resolution #20-21, a resolution accepting and appropriating additional COVID relief grant funds for the Parks and Recreation Department.

Agenda Item IV.

Council to consider setting a public hearing for Resolution #21-21, a resolution appropriating additional 21 Century Grant Funds received for the Parks and Recreation Department.

Agenda Item V.

Municipal FY22 Budget Presentation part III.

Agenda Item VI.

Other

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 Manager

From: Sanborn <karen@sanbornhall.net>
Sent: Monday, May 17, 2021 12:21 PM
To: City Manager
Cc: Audrey Lanzillo
Subject: Request and Late Item
Attachments: WebPage.pdf

Judie,

As Memorial Day approaches, I would like to ask the City Council issue a letter of support for this open letter (attached) signed by 124 retired Generals and Admirals expressing concern for the survival of liberties protected by the Constitution for the United States that they have sacrificed decades of their lives to secure. The letter begins "Our Nation is in deep peril. We are in a fight for our survival as a Constitutional Republic like no other time since our founding in 1776. The conflict is between supporters of Socialism and Marxism vs. supporters of Constitutional freedom and liberty."

Blessings,

{

Karen Testerman
Franklin City Council
karen@sanbornhall.net
(603) 721--9933

"God doesn't always call the qualified, but He always qualifies the called."

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Flag Officers 4 America

Open Letter from Retired Generals and Admirals

Our Nation is in deep peril. We are in a fight for our survival as a Constitutional Republic like no other time since our founding in 1776. The conflict is between supporters of Socialism and Marxism vs. supporters of Constitutional freedom and liberty.

During the 2020 election an "Open Letter from Senior Military Leaders" was signed by 317 retired Generals and Admirals and, it said the 2020 election could be the most important election since our country was founded. "With the Democrat Party welcoming Socialists and Marxists, our historic way of life is at stake." Unfortunately, that statement's truth was quickly revealed, beginning with the election process itself.

Without fair and honest elections that accurately reflect the "will of the people" our Constitutional Republic is lost. Election integrity demands insuring there is one legal vote cast and counted per citizen. Legal votes are identified by State Legislature's approved controls using government IDs, verified signatures, etc. Today, many are calling such commonsense controls "racist" in an attempt to avoid having fair and honest elections. Using racial terms to suppress proof of eligibility is itself a tyrannical intimidation tactic. Additionally, the "Rule of Law" must be enforced in our election processes to ensure integrity. The FBI and Supreme Court must act swiftly when election irregularities are surfaced and not ignore them as was done in 2020. Finally, H.R.1 & S.1, (if passed), would destroy election fairness and allow Democrats to forever remain in power violating our Constitution and ending our Representative Republic.

Aside from the election, the Current Administration has launched a full-blown assault on our Constitutional rights in a dictatorial manner, bypassing the Congress, with more than 50 Executive Orders quickly signed, many reversing the previous Administration's effective policies and regulations. Moreover, population control actions such as excessive lockdowns, school and business closures, and most alarming, censorship of written and verbal expression are all direct assaults on our fundamental Rights. We must support and hold accountable politicians who will act to counter Socialism, Marxism and Progressivism, support our Constitutional Republic, and insist on fiscally responsible governing while focusing on all Americans, especially the middle class, not special interest or extremist groups which are used to divide us into warring factions.

Additional National Security Issues and Actions:

- Open borders jeopardize national security by increasing human trafficking, drug cartels, terrorists entry, health/CV19 dangers, and humanitarian crises. Illegals are flooding our Country bringing high economic costs, crime, lowering wages, and illegal voting in some states. We must reestablish border controls and continue building the wall while supporting our dedicated border control personnel. Sovereign nations must have controlled borders.

- China is the greatest external threat to America. Establishing cooperative relations with the Chinese Communist Party emboldens them to continue progress toward world domination, militarily, economically, politically and technologically. We must impose more sanctions and restrictions to impede their world domination goal and protect America's interests.
- The free flow of information is critical to the security of our Republic, as illustrated by freedom of speech and the press being in the 1st Amendment of our Constitution. Censoring speech and expression, distorting speech, spreading disinformation by government officials, private entities, and the media is a method to suppress the free flow of information, a tyrannical technique used in closed societies. We must counter this on all fronts beginning with removing Section 230 protection from big tech.
- Re-engaging in the flawed Iran Nuclear Deal would result in Iran acquiring nuclear weapons along with the means to deliver them, thereby upsetting Mideast peace initiatives and aiding a terrorist nation whose slogans and goals include "death to America" and "death to Israel". We must resist the new China/Iran agreement and not support the Iran Nuclear Deal. In addition, continue with the Mideast peace initiatives, the "Abraham Accords," and support for Israel.
- Stopping the Keystone Pipeline eliminates our recently established energy independence and causes us to be energy dependent on nations not friendly to us, while eliminating valuable US jobs. We must open the Keystone Pipeline and regain our energy independence for national security and economic reasons.
- Using the U.S. military as political pawns with thousands of troops deployed around the U.S. Capitol Building, patrolling fences guarding against a non-existent threat, along with forcing Politically Correct policies like the divisive critical race theory into the military at the expense of the War Fighting Mission, seriously degrades readiness to fight and win our Nation's wars, creating a major national security issue. We must support our Military and Vets; focus on war fighting, eliminate the corrosive infusion of Political Correctness into our military which damages morale and war fighting cohesion.
- The "Rule of Law" is fundamental to our Republic and security. Anarchy as seen in certain cities cannot be tolerated. We must support our law enforcement personnel and insist that DAs, our courts, and the DOJ enforce the law equally, fairly, and consistently toward all.
- The mental and physical condition of the Commander in Chief cannot be ignored. He must be able to quickly make accurate national security decisions involving life and limb anywhere, day or night. Recent Democrat leadership's inquiries about nuclear code procedures sends a dangerous national security signal to nuclear armed adversaries, raising the question about who is in charge. We must always have an unquestionable chain of command.

Under a Democrat Congress and the Current Administration, our Country has taken a hard left turn toward Socialism and a Marxist form of tyrannical government which must be countered now by electing congressional and presidential candidates who will always act to defend our Constitutional Republic. The survival of our Nation and its cherished freedoms, liberty, and historic values are at stake.

We urge all citizens to get involved now at the local, state and/or national level to elect political representatives who will act to Save America, our Constitutional Republic, and hold those currently in office accountable. The "will of the people" must be heard and followed.

Signed by:

RADM Ernest B. Acklin, USCG, ret.
MG Joseph T. Anderson, USMC, ret.
RADM Philip Anselmo, USN, ret.
MG Joseph Arbuckle, USA, ret.
BG John Arick, USMC, ret.
RADM Jon W. Bayless, Jr. USN, ret.
RDML James Best, USN, ret.
BG Charles Bishop, USAF, ret.
BG William A. Bloomer, USMC, ret.
BG Donald Bolduc, USA, ret.
LTG William G. Boykin, USA, ret.
MG Edward R. Bracken, USAF, ret.
MG Patrick H. Brady, MOH, USA, ret.
VADM Edward S. Briggs, USN, ret.
LTG Richard "Tex" Brown III USAF, ret.
BG Frank Bruno, USAF, ret.
VADM Toney M. Bucchi, USN, ret.
RADM John T. Byrd, USN, ret.
BG Jimmy Cash, USAF, ret.
LTG Dennis D. Cavin, USA, ret.
LTG James E. Chambers, USAF, ret.
MG Carroll D. Childers, USA, ret.
BG Clifton C. "Tip" Clark, USAF, ret.
VADM Ed Clexton, USN, ret.
MG Jay Closner, USAF, ret.
MG Tommy F. Crawford, USAF, ret.
MG Robert E. Dempsey, USAF, ret.
BG Phillip Drew, USAF, ret.
MG Neil L. Eddins, USAF, ret.
RADM Ernest Elliot, USN, ret.
BG Jerome V. Foust, USA, ret.
BG Jimmy E. Fowler, USA, ret.
RADM J. Cameron Fraser, USN, ret.
MG John T. Furlow, USA, ret.
MG Timothy F. Ghormley, USMC, ret.
MG Francis C. Gideon, USAF, ret.
MG Lee V. Greer, USAF, ret.
RDML Michael R. Groothousen, Sr., USN, ret.
BG John Grueser, USAF, ret.
MG Ken Hagemann, USAF, ret.
BG Norman Ham, USAF, ret.

VADM William Hancock, USN, ret.
LTG Henry J. Hatch, USA, ret.
BG James M. Hesson, USA, ret.
MG Bill Hobgood, USA, ret.
BG Stanislaus J. Hoey, USA, ret.
MG Bob Hollingsworth, USMC, ret.
MG Jerry D. Holmes, USAF, ret.
MG Clinton V. Horn, USAF, ret.
LTG Joseph E. Hurd, USAF, ret.
VADM Paul Ilg, USN, ret.
MG T. Irby, USA, ret.
LTG Ronald Iverson, USAF, ret.
RADM (L) Grady L. Jackson
MG William K. James, USAF, ret.
LTG James H. Johnson, Jr. USA, ret.
ADM. Jerome L. Johnson, USN, ret.
BG Charles Jones, USAF, ret.
BG Robert R. Jordan, USA, ret.
BG Jack H. Kotter, USA, ret.
MG Anthony R. Kropp, USA, ret.
RADM Chuck Kubic, USN, ret.
BG Jerry L. Laws, USA, ret.
BG Douglas E. Lee, USA, ret.
MG Vernon B. Lewis, USA, ret.
MG Thomas G. Lightner, USA, ret.
MG James E. Livingston, USMC, ret. MOH
MG John D. Logeman, USAF, ret.
MG Jarvis Lynch, USMC, ret.
LTG Fred McCorkle, USMC, ret.
MG Don McGregor, USAF, ret.
LTG Thomas McInerney, USAF, ret.
RADM John H. McKinley, USN, ret.
BG Michael P. McRaney, USAF, ret.
BG Ronald S. Mangum, USA, ret.
BG James M. Mead, USMC, ret.
BG Joe Mensching, USAF, ret.
RADM W. F. Merlin, USCG, ret.
RADM (L) Mark Milliken, USN, ret.
MG John F. Miller, USAF, ret.
RADM Ralph M. Mitchell, Jr. USN, ret.
MG Paul Mock, USA, ret.
BG Daniel I. Montgomery, USA, ret.,
RADM John A. Moriarty, USN, ret.,
RADM David R. Morris, USN, ret.
RADM Bill Newman, USN, ret.
BG Joe Oder, USA, ret.
MG O'Mara, USAF, ret.
MG Joe S. Owens, USA, ret.
VADM Jimmy Pappas, USN, ret.

LTG Garry L. Parks, USMC, ret.
RADM Russ Penniman, RADM, USN, ret.
RADM Leonard F. Picotte, ret.
VADM John Poindexter, USN, ret.
RADM Ronald Polant, USCG, ret.
MG Greg Power, USAF, ret.
RDM Brian Prindle, USN, ret.
RADM J.J. Quinn, USN, ret.
LTG Clifford H. Rees, Jr. USAF, ret.
RADM Norman T. Saunders, USCG, ret.
MG Richard V. Secord, USAF, ret.
RADM William R. Schmidt, USN, ret.
LTG Hubert Smith, USA, ret.
MG James N. Stewart, USAF, ret.
RADM Thomas Stone, USN., ret.
BG Joseph S. Stringham, USA, ret.
MG Michael Sullivan, USMC, ret.
RADM (U) Jeremy Taylor, USN, ret.
LTG David Teal, USAF, ret.
VADM Howard B. Thorsen, USCG, ret.
RADM Robert P. Tiernan, USN, ret.
LTG Garry Trexler, USAF, ret.
BG James T. Turlington, M.D., USAF, ret.
BG Richard J. Valente, USA ret.
MG Paul Vallely, USA, ret.
MG Russell L. Violet, USAF, ret.
BG George H. Walker, Jr. USAR Corp of Engineers, ret.
MG Kenneth Weir, USMCR, ret.
BG William O. Welch, USAF, ret.
MG John M. White, USAF, ret.
MG Geoffrey P. Wiedeman, JR. USAF, ret.
MG Richard O. Wightman, Jr., USA, ret.
RADM Denny Wisely, USN, ret.
LTG John Woodward, ret.

CITY COUNCIL MEETING
AGENDA ITEM II



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
May 24, 2021

From: Judie Milner, City Manager

Subject: Approval of the Intermunicipal Agreement for the Cable Consortium and Special Counsel Conflict of Interest Waiver and Representation Agreement

Suggested Motions:

- 1) Councilor moves, "I move that the Franklin City Council approve the Intermunicipal Agreement and the Special Counsel Conflict of Interest Waiver and Representation Agreement for the cable consortium and authorize the City Manager to execute both documents."

Mayor calls for a second, discussion and vote.

- 2) Councilor moves, "I move to appoint the City Manager as the official representative for the City of Franklin to the Joint board of directors of the Lakes Region Cable Consortium."

Mayor calls for a second, discussion and vote.

Discussion:

This is the same agreement and representation from the last cable consortium group – some of the communities have changed. Together the communities hold more power to effect change and negotiate the best agreement for all. The counsel agreed without objection to participate in the cable consortium again at the April City Council meeting. These are the documents memorializing the agreement. Communities save several thousands of dollars by utilizing one special counsel for this endeavor over utilizing our individual counsel independently.

Attachments/Exhibits:

Intermunicipal Agreement
Special Counsel Conflict of Interest Waiver and Representation Agreement

INTERMUNICIPAL AGREEMENT FOR
A CONSORTIUM OF THE MUNICIPALITIES OF
ALTON, BELMONT, DEERFIELD, FRANKLIN, GILFORD, GILMANTON,
LACONIA, NEW DURHAM, AND NORTHWOOD
FOR A CABLE FRANCHISE WITH ATLANTIC BROADBAND (NH-ME), LLC

This Intermunicipal Agreement (hereinafter “Agreement”) is entered into by the Governing Bodies of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood, New Hampshire (the “Municipalities”), and each Governing Body adopting the same, and understands and agrees to the commitments, terms, and conditions contained in it.

WHEREAS, the Municipalities seek to more effectively and efficiently negotiate either renewals or initial cable franchise agreements between their communities and Atlantic Broadband (NH-ME), LLC (hereinafter “Atlantic Broadband”); and

WHEREAS the Municipalities have determined that working together to hire counsel and gain understanding of the cable franchise renewal process under federal and state law, and their options and opportunities, as well as limitations in that process, will be more efficient together, than each community undertaking such effort on its own; and

WHEREAS, the Municipalities believe that they will be able to negotiate more advantageous cable franchise agreements by pursuing common goals than by working independently, thus delivering better benefits and cable TV services to their residents, schools and businesses, and enhancing the region’s economic development; and

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated permits “municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities,” RSA 53-A:1; and

WHEREAS, the Municipalities believe that forming a Consortium and working together to hire counsel and to learn about their options for cable franchise negotiations is an appropriate municipal undertaking; and

WHEREAS, the Governing Bodies of each of the Municipalities have voted at their respective Meetings to enter into this Agreement; and

THEREFORE, pursuant to RSA Chapter 53-A, in consideration of the mutual covenants and promises set forth herein, the Municipalities enter into this Agreement to create a Consortium to hire legal counsel to begin the process of learning about legal and strategic options in cable franchise negotiations with Atlantic Broadband, and to engage in such negotiations, as appropriate for the public benefit of the Municipalities.

I. DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

- A. “Agreement” shall mean this document, the Intermunicipal Agreement for a Consortium to hire legal counsel, to learn about and discuss legal and strategic options, and, as

appropriate, negotiate with Atlantic Broadband, executed by the Governing Bodies of the Municipalities.

- B. “Board” or “Joint Board” shall mean the Joint Board required by RSA 53-A:3,III(a) and described more fully in Section VI, below. This Joint Board shall not be confused with Boards of Selectmen or other Governing Bodies serving the individual Municipalities.
- C. “Cable Franchise Negotiations” shall mean the discussions between representatives of the Municipalities, with the support and assistance of legal counsel, and representatives of Atlantic Broadband for renewal of a cable TV franchise agreement, to allow Atlantic Broadband to provide cable TV services in the Municipalities.
- D. “Consortium” shall mean the group of Municipalities working together for the purposes of this Agreement.
- E. “Governing Bodies” shall mean either the Select Boards / Boards of Selectmen or the City or Town Councils for the Member Municipalities.
- F. “Member Municipalities” or “Municipalities” shall mean the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood, New Hampshire, and any other municipalities that join in the Consortium through amendment of this Agreement.

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the Municipalities to create a consortium to retain legal counsel, Donahue, Tucker & Ciandella, PLLC (hereinafter “DTC Lawyers”), to learn about legal and strategic opportunities and options for the Municipalities in their Cable Franchise Negotiations

with Atlantic Broadband. DTC Lawyers will provide legal and strategic advice to the Municipalities, including, but not limited to:

- Responding to Atlantic Broadband's letters requesting renewal of cable TV franchises in the Municipalities and advising the Municipalities of legal options around extensions of their current cable TV franchises;
- Advising the Municipalities on the benefits and risks of both the "formal" and "informal" processes for renewal of their cable TV franchise;
- Advising the Municipalities on legal, technological and competitive changes since they last negotiated renewal of their cable TV franchises, and considerations to include in the forthcoming negotiations;
- Advising the Municipalities on legal deadlines, public notice requirements, and other requirements of federal and state law to be complied with in the franchise renewal process;
- Providing legal advice on cable system line extensions, franchise fees, public, educational and governmental access channels, taxation of cable company facilities and use of rights-of-way, customer service standards and courtesy cable services to municipal and school locations, as well as other technical matters; and
- Offering à la carte services on individual legal matters of unique concerns to particular Municipal Members, based on their legal, technical or competitive circumstances.

This approach will result in more efficient use of public resources and more effective negotiations by the Member Municipalities with Atlantic Broadband. Each Member shall be a client of DTC Lawyers, pursuant to the engagement letter executed by each Municipality. Each Municipality will be responsible for its equal share of DTC Lawyers' legal fees and expenses. Subject to law,

communications between DTC Lawyers and authorized representatives of the Members and their Governing Bodies shall be protected by the attorney-client privilege. DTC Lawyers' bills will go directly to each Member Municipality. The Members shall pay their individual shares of fees to DTC Lawyers directly. Each Governing Body shall determine the appropriate source of funds for payment of DTC Lawyers' bills.

III. ADOPTION

This Agreement shall become effective upon the affirmative vote of the governing bodies of the Member Municipalities at their meetings in 2021.

IV. ADDITIONAL MUNICIPALITIES

If additional municipalities wish to join the Consortium after this Agreement becomes effective, their Governing Bodies shall take appropriate action and notify the Joint Board of Directors. After such notification, the Consortium may admit additional municipalities upon an affirmative vote of the Governing Bodies of a majority of the Member Municipalities. Any additional Municipality must adopt this Agreement, execute an engagement letter with DTC Lawyers, and agree to any applicable bylaws.

In addition, if additional municipalities join the Consortium after the original Member Municipalities have paid fees and expenses incurred by DTC Lawyers, the new municipality or municipalities shall pay to DTC Lawyers a pro rata share of the fees and expenses incurred and paid up to the date of joining. In return the new municipality or municipalities shall receive copies of the work product already produced by DTC Lawyers for the Consortium. DTC Lawyers shall deposit that joining payment into its client trust account and apply it to future Consortium invoices

for legal services, to help defray those costs before the bill is divided among the Member Municipalities.

V. DURATION OF AGREEMENT

This Agreement shall be in effect from May 19, 2021 through December 31, 2023, and the Joint Board of Directors may vote to renew it for another term of up to two (2) years, unless terminated under the provisions of Section VIII, below.

VI. JOINT BOARD OF DIRECTORS

Pursuant to RSA 53-A:3 III (a), a Joint Board of Directors shall be created by appointment by the Governing Bodies of the Member Municipalities.

- A. **Make Up of the Joint Board.** The Joint Board shall consist of one representative from each of the nine (9) Municipalities, selected by the Governing Body of that Municipality. If any additional municipality joins the Consortium, that new municipality shall likewise be entitled to a representative on the Joint Board. The representatives shall be known hereafter as "Directors."
- B. **Terms for Directors.** The Directors shall serve for three (3) year terms subject to the will of the Governing Bodies. Directors may be appointed to successive terms. If a vacancy occurs during a term, the Governing Body for that Municipality shall appoint a replacement. Directors shall serve until their successors are seated.

- C. **Role of the Joint Board of Directors.** The role of the Joint Board of Directors is to make decisions on behalf of the Members solely related to carrying out the Purpose of this Agreement.

The Joint Board of Directors will not have the authority to make any decision on behalf of the legislative bodies of the Municipalities on matters reserved to them.

The Joint Board of Directors will not replace the Governing Bodies in any of the Municipalities. The Joint Board of Directors will not have the authority to make any decision on behalf of the Governing Bodies, unless it is to carry out the Purpose of this Agreement.

The Joint Board of Directors may carry out the Purpose of this Agreement, as described in Section II, above, by negotiating and executing a contract or contracts with appropriate vendors or individuals, under the same powers of the Governing Bodies of Municipalities to make contracts that are necessary and convenient for the transaction of the public business of the Municipalities, including planning for and carrying out negotiations with Atlantic Broadband.

- D. **Officers.** Beginning with its first meeting and then annually thereafter, the Joint Board of Directors shall elect a Chair, Vice Chair, and a Secretary from the members of the Joint Board of Directors. The Chair shall preside over all meetings of the Joint Board and perform such duties as the Joint Board prescribes. In the Chair's absence, the Vice Chair shall perform those duties. The Secretary shall provide notice of all meetings of the Joint Board to the Municipal Clerks for posting, pursuant to law, shall take minutes of each meeting, and shall timely forward the minutes to each Municipal Clerk for recording. In

the absence of the Secretary at a meeting, the Chair shall appoint another Director to carry out the duties of the Secretary.

- E. **Meetings.** The Joint Board of Directors shall meet at least quarterly and shall rotate the location of the meeting among the Municipalities or hold the meetings in a central location. All meetings will be subject to RSA Chapter 91-A. The Municipal Clerks shall post proper notice of Joint Board of Directors meetings in each of the Member Municipalities and shall record minutes pursuant to RSA 91-A:2. A majority of the appointed Joint Board members shall constitute a quorum.
- F. **Voting.** In all votes regarding the affairs of the Consortium, each Director shall be entitled to cast one vote. Decisions shall be by majority vote unless otherwise required.

VII. **FINANCIAL AGREEMENT**

Apportionment. Funds donated or appropriated by the Member Municipalities, provided by grants to the Member Municipalities or otherwise contributed to the Consortium, shall be expended to benefit the Consortium and the Member Municipalities overall. The Joint Board of Directors is not required to apportion specific funds to the benefit of specific Municipalities, as the work at this stage is preliminary and will benefit all Municipalities equally. It is not anticipated that this type of Agreement will result in any jointly owned property. The Joint Board may use any personal property and services donated to it by the Member Municipalities.

VIII. **TERMINATION**

- A. **Mutual Agreement.** This Agreement will terminate at the end of calendar year 2023 unless extended by the Joint board of Directors, pursuant to Section V or terminated at the end of an earlier calendar year, upon the vote of two-thirds of the Governing Bodies of the Municipalities. The Governing Bodies shall make the decision to terminate, and shall notify the Joint Board of Directors and the other Governing Bodies, at least six (6) months before the end of the calendar year.
- B. **Withdrawal.** A Municipality wishing to withdraw from the Agreement shall give notice not later than one (1) year before the end of an initial or any subsequent term and shall be responsible for its share of the fees and costs until the completion of that term. Notice shall be in writing from the Governing Body of that Municipality to the other Governing Bodies and the Joint Board of Directors. Since it is contemplated that there will be no jointly owned property, there are no provisions for disposal of any such property, if a Municipality withdraws.
- C. **Effective Date of Termination.** Termination of this Agreement shall be effective upon a vote by a majority of the Joint Board of Directors, verifying that all matters have been wound up.
- D. **Insurance and Hold Harmless.** The Directors shall serve as part of the regular appointed or elected officials or their regular job responsibilities as employees or as volunteers of the Municipalities, and as such, are covered by the insurance provided by the Municipalities. No Director shall be liable to claims because of participation in, or as the result of any action or omission by the Consortium. Without waiving the protections, rights and

limitation of New Hampshire laws on governmental immunity, and any other applicable laws, where appropriate, the individual Municipalities shall defend and indemnify Directors against any and all claims, judgments, losses, demands and costs in any way arising out of this Agreement to the extent such claims, judgments, losses, demands and costs are not barred by the New Hampshire governmental immunity laws and any other applicable laws. The Consortium shall be responsible for any insurance necessary for its operation relating to assets owned, liabilities incurred and/or employees retained by the Consortium, independent of the individual Municipalities. In so doing, the Consortium does not waive the protections, rights and limitation of the New Hampshire governmental immunity law and any other applicable laws.

IX. SEVERABILITY

Should any part, term or provision of this Agreement be declared to be illegal or in conflict with any law whatsoever, or otherwise rendered unenforceable or ineffectual, by any agency or court of competent jurisdiction, the remaining portions of this Agreement shall nonetheless remain in effect and the Municipalities each agree that they would have entered into each provision of this Agreement separately even if none of the other provisions had been included.

X. OTHER

- A. Performance of Joint Board.** Pursuant to RSA 53-A:3 IV, this Agreement does not relieve any of the Municipalities of any obligation or responsibility imposed upon them by law except to the extent of actual and timely performance thereof by the Joint Board of

Directors. Said performance may be offered in satisfaction of the obligation or responsibility.

- B. **Review/Approval of Attorney General.** Pursuant to RSA 53-A:3 V, this Agreement was submitted to the Attorney General, who determined that the Agreement is in proper form and compatible with the laws of this State.
- C. **Filing with Town Clerk and Secretary of State.** Pursuant to RSA 53-A:4, this Agreement shall be filed with the Clerk of each City or Town and with the Secretary of State.
- D. **No Separate Legal Entity.** This Agreement is not intended, nor shall it be construed, to create a separate legal entity, but is merely a mechanism to allow the Municipalities to associate for their mutual advantage. Nothing in this Agreement shall authorize the Joint Board of Directors to create an operating reserve fund, to sue or be sued, to borrow money, or acquire, hold or dispose of real property.

XI. **AMENDMENT**

This Agreement may only be amended by written consent of the governing body of two-thirds (2/3) of the Member Municipalities. Any such amendments shall be duly filed with the appropriate offices, pursuant to Section X, B and C.

XII. **COUNTERPARTS**

This Agreement may be signed in counterparts by the different Municipalities, with all parts being considered one legal document.

THE GOVERNING BODIES OF THE MUNICIPALITIES OF ALTON, BELMONT, DEERFIELD, FRANKLIN, GILFORD, GILMANTON, LACONIA, NEW DURHAM, AND NORTHWOOD, NEW HAMPSHIRE VOTED TO AUTHORIZE ADOPTION OF THIS AGREEMENT AT THEIR RESPECTIVE MEETINGS:

[SIGNATURE PAGES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, The Town of ALTON has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this ____ day of _____, 2021.

TOWN OF ALTON

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

IN WITNESS WHEREOF, The Town of BELMONT has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this _____ day of _____, 2021.

TOWN OF BELMONT

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

IN WITNESS WHEREOF, The Town of DEERFIELD has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this _____ day of _____, 2021.

TOWN OF DEERFIELD

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

IN WITNESS WHEREOF, The City of FRANKLIN has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this _____ day of _____, 2021.

CITY OF FRANKLIN

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

IN WITNESS WHEREOF, The Town of GILFORD has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this _____ day of _____, 2021.

TOWN OF GILFORD

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

IN WITNESS WHEREOF, The Town of GILMANTON has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this _____ day of _____, 2021.

TOWN OF GILMANTON

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

IN WITNESS WHEREOF, The City of LACONIA has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this ____ day of _____, 2021.

CITY OF LACONIA

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

IN WITNESS WHEREOF, The Town of NEW DURHAM has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this _____ day of _____, 2021.

TOWN OF NEW DURHAM

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

IN WITNESS WHEREOF, The Town of NORTHWOOD has executed this Intermunicipal Assignment for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC, as of this _____ day of _____, 2021.

TOWN OF NORTHWOOD

BY ITS GOVERNING BOARD

By: _____,
Duly Authorized

S:\LA-LI\Lakes Region Cable TV Consortium\2021 RENEWAL Atlantic Broadband\Intermunicipal Agreement\2021 05 10 Nine-Member Intermunicipal Agreement Cable Franchise w. ABB (final).docx



CELEBRATING OVER 35 YEARS OF SERVICE TO OUR CLIENTS

PLEASE RESPOND TO THE EXETER OFFICE

May 11, 2021

Via Email Only to: citymgr@franklinnh.org

CITY OF FRANKLIN

City Council

Attention: Judie Milner,

City Manager

316 Central Street

Franklin, New Hampshire 03235

LIZABETH M. MACDONALD
JOHN J. RATIGAN
DENISE A. POULOS
ROBERT M. DEROSIER
CHRISTOPHER L. BOLDT
SHARON CUDDY SOMERS
DOUGLAS M. MANSFIELD
KATHERINE B. MILLER
CHRISTOPHER T. HILSON
HEIDI J. BARRETT-KITCHEN
JUSTIN L. PASAY
ERIC A. MAHER
CHRISTOPHER D. HAWKINS
BRENDAN A. O'DONNELL
ELAINA L. HOEPPNER
WILLIAM K. WARREN

RETIRED

MICHAEL J. DONAHUE

CHARLES F. TUCKER

ROBERT D. CIANDELLA

NICHOLAS R. AESCHLIMAN

Re: Updated Special Counsel Conflict of Interest Waiver and Representation Agreement

Dear City Manager Milner:

This marks our special counsel engagement with regard to the renewal of Cable Television Franchise Agreement with Atlantic Broadband (NH-ME), LLC. This renewal is through the Intermunicipal Agreement for a Consortium of the Municipalities of Alton, Belmont, Deerfield, Franklin, Gilford, Gilmanton, Laconia, New Durham, and Northwood for a Cable Franchise with Atlantic Broadband (NH-ME), LLC. As special counsel, Donahue, Tucker & Ciandella, PLLC (hereinafter the "Firm"), our representation will be limited to this matter. In other words, our Firm will not be working on other matters on behalf of the City of Franklin, except as specifically engaged, nor will we be providing general legal counsel to you. This is an important distinction, because under the Rules of Professional Conduct which govern our profession, our engagement as special counsel for the limited purpose described above may not preclude us from being engaged to represent other parties in matters involving the City of Franklin.

Accordingly, through this letter, our Firm seeks a waiver from you of future conflicts within the context and under the conditions and limitations contained in this letter. To the extent you decide to grant the requested waiver, please proceed to Exhibit A, our traditional Special Counsel Representation Agreement, which explains in greater detail the specifics of our potential representation.

DONAHUE, TUCKER & CIANDELLA, PLLC

16 Acadia Lane, P.O. Box 630, Exeter, NH 03833

111 Maplewood Avenue, Suite D, Portsmouth, NH 03801

Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253

83 Clinton Street, Concord, NH 03301

I. CONFLICT OF INTEREST DEFINED

As you know, our Firm's ability to represent any and all clients is governed by New Hampshire's Rules of Professional Conduct (the "Rules") which include but are not limited to rules regarding conflicts of interest. A conflict may arise whenever the interests of a current client might affect, or be affected by, the personal, business, financial or professional interests of a lawyer, a professional or business associate or relative of the lawyer, another current client, or a former client. When there are such multiple interests, there is always a possibility for the existence to interfere with the lawyer's ability to serve one set of interests without adversely affecting other interests. Whenever such interests become conflicting, it is necessary for the lawyer to withdraw from all attorney-client relationships affected by such conflict and it is then necessary for each person to hire a new lawyer. Although we are not presently aware of a conflict created by the proposed work on the underlying matter, the nature and scope of our Firm's work for other clients may give rise to conflicts of interest in the future. Accordingly, the purpose of this letter is to explain how our Firm proposes to resolve future conflict issues so that the City of Franklin can decide now whether or not to be represented by our Firm in this matter.

II. SCOPE OF REQUESTED WAIVER

Our Firm only seeks a waiver for work that is entirely factually and legally unrelated to the underlying matter as discussed below. Thus, the Firm **does not** request a waiver that would allow it:

- 1) At any time, to attack, interpret or negotiate the work that the Firm performs for the City of Franklin in the underlying matter;
- 2) At any time, to disclose or use adversely to the City of Franklin, or to place itself in a position to disclose or use, any confidential and nonpublic information of the City of Franklin;
- 3) For so long as the Firm continues to represent the City of Franklin, to allege criminal, fraudulent or intentionally tortious conduct by the City of Franklin.

Outside of these limitations, under the waiver, our Firm is and will remain free to represent other parties adverse to the City of Franklin in matters wholly unrelated to the subject of this engagement. In other words, we may represent other clients in such matters, even if those matters are adverse to the City of Franklin. For purposes of the Rules, these matters shall be considered "unrelated" to the subject matter of this potential engagement. As a courtesy to the City of Franklin, but not as a matter of professional responsibility, we agree, so long as this matter remains active, to give you notice of future representations involving the City.

Although the City of Franklin may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by our Firm prior to receipt of notice of the revocation. In addition, and to the extent permitted by the Rules of Professional Conduct, City of Franklin must consent to our withdrawal from the City of Franklin's matters if withdrawal is necessary for our Firm to continue representing other clients. If our Firm does withdraw from a matter, however, it will assist the City of Franklin in transferring the matter to other counsel of the City of Franklin's choice and will not bill the City of Franklin for legal fees, expenses, or other charges arising from the need to assist successor counsel in fully and quickly coming up to speed.

III. CONSIDERATIONS RELATING TO THE DECISION TO WAIVE

We strongly urge you not to sign the waiver if you have any unanswered or unaddressed reservations or concerns. We also recommend that you discuss the waiver with independent counsel, perhaps general counsel to the City.

As we have explained, there are questions that the City of Franklin should address before a decision to waive future conflicts is made:

- 1) Is there a material risk of adverse disclosure or use of confidential information?
- 2) Is there a material risk that our Firm will be less zealous or eager when representing the City of Franklin in the underlying matter because of other adverse representations?
- 3) Is the City of Franklin ready, and willing to abide by the Waiver of Conflicts going forward?

As to the first two questions, we believe that any risk to the City of Franklin is minimal to nonexistent in light of the protections and limitations contained in this letter. As to the final question, that is necessarily the City of Franklin's choice and not ours. Although we are certainly willing to discuss potential amendments to this waiver that you would like us to consider, you should know that without a mutually acceptable waiver, we will not represent the City of Franklin in the underlying matter or in any other matter.

Finally, under the Rules of Professional Conduct, we will also be required to disclose this limited representation of the City of Franklin to any potential client who seeks our counsel and they will make their own determination as to whether they wish to proceed, knowing of our limited role in this matter.

City of Franklin

Re: *Updated* Special Counsel Conflict of Interest Waiver and Representation Agreement

Page 4

May 11, 2021

To the extent that you agree to waive future conflicts of interest as described herein, please proceed to Exhibit A, our Firm's traditional Special Counsel Representation Agreement. If those terms and conditions are also acceptable to you, please sign the enclosed Acknowledgement and Acceptance sheet (last page) and return the original sheet us in the self-addressed stamped envelope provided.

Sincerely,
DONAHUE, TUCKER & CIANDELLA, PLLC

A handwritten signature in black ink, appearing to read "K B Miller".

Katherine B. Miller, Esq.
kmiller@dtclawyers.com

KBM/cms

Enclosures (2)

CC: Brendan A. O'Donnell, Esq.

EXHIBIT A

Special Counsel Representation Agreement

This document will provide you with further information about the members of the Firm and about the Firm's basic policies. If the terms and conditions of this document are also acceptable to you, please sign the enclosed Acknowledgement and Acceptance sheet (last page) and return the original to us.

OUR FIRM/RESPONSIBLE ATTORNEY

I will be the attorney primarily responsible for your file. Attorney Brendan O'Donnell will be assisting me. Since there may be an occasion when lawyers you seek to speak with are in court, have a prior commitment, or happen to be away from the office, it may be necessary for another attorney in the Firm to meet with you or to handle an aspect of your matters. When you engage our Firm, you engage all attorneys in the Firm and, therefore, matters will be assigned within the Firm to the attorney with the requisite expertise. By engaging our Firm, we feel that you benefit from the shared knowledge and expertise of all its members.

Our office hours are from 8:00 a.m. to 5:00 p.m. Please ask for me, Attorney O'Donnell, or our telecommunications paralegal, Catherine Senter when calling. In my absence, she will assist you as much as possible. Catherine is instructed, however, not to give legal advice. In an emergency in my absence, she may refer your call to an available attorney in the Firm.

YOUR RIGHTS

As we work on your matters, we will keep you advised of their progress by forwarding to you copies of all correspondence. Please feel free to call at any time to inquire as to the status of any matter.

If at any time you become dissatisfied with our handling of your matters, you should not hesitate to tell me immediately so we can discuss and resolve the problem. It is essential to your representation that we maintain a good relationship throughout. You may terminate our representation at any time. In the event of termination, you will be responsible for payment of any fees earned or expenses incurred. We may terminate this representation only as permitted or required by law and regulations. Failure to pay fees or expenses or make deposits when due, will be cause for such termination.

Concerning electronic communications, attorneys and legal staff will make their best efforts to ensure that all substantive electronic communications pertinent to client representation are printed out and placed in the clients paper file. Some electronic communications, however, particularly those of transitory or inconsequential nature, may be electronically deleted from our

active e-mail system. By signing this agreement, you acknowledge that you have been apprised of the firm's electronic communications policy and that electronic communications that no longer exist in the Firm's active computer database will not be retrievable.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

At the conclusion of this matter, you will be given an opportunity to request the return of any original documents related to your case. However, we are obligated to retain certain matters for up to twenty (20) years. If you do not request that these documents be sent to you, they will be stored with your closed file. Although this Firm will not keep your closed file permanently, we will store it for as long as is necessary to protect your foreseeable interest. We will be certain to maintain confidentiality throughout our entire involvement with this matter including the storage and eventual destruction of your file.

YOUR RESPONSIBILITIES

To achieve the best possible representation, you will need to cooperate with us fully and provide us with all the information we need to assist you. So that we may maintain continuous contact with you throughout the representation, please notify us immediately if there is any change in your address or telephone number.

It is important that we make our fee arrangements clear to you. My services will be billed at the rate of One Hundred Ninety Five Dollars (\$195.00) per hour, Associates' services will be billed at the rate of One Hundred Seventy Five Dollars (\$175.00) per hour, and paralegal services are billed at the rate of One Hundred Fifteen Dollars (\$115.00) per hour.

The rates quoted above shall remain fixed for the first year of the representation. Thereafter, rates may be adjusted to ensure comparability with our standard, new client billing rates for similar work.

We will provide you with itemized statements on a monthly basis. In addition to paying our legal services, it is agreed that you will reimburse the Firm for all costs and expenses incurred in your case. This includes, if applicable, sheriffs service fees, investigative fees, court filing fees, special postage fees such as certified mail or large mailings, mileage (\$.56/mile), large photocopying projects, online legal research using LexisNexis and any other similar out-of-pocket expenses. Furthermore, outside paralegal services at a stated hourly rate or project rate for title searches and similar projects.

It is also agreed that fees for legal services and expenses will be paid promptly upon presentation of statements, unless other mutually satisfactory arrangements have been made with us. Unless waived by us, a finance charge of 1.5 percent per month (18 percent annual percentage rate) may be imposed on any balance not paid within thirty (30) days of billing. For your convenience, please be aware that we accept MasterCard, Visa and Discover.

Should our Firm be disengaged by you before conclusion of any matter, or should you be unable to make timely payment of our statements, we shall retain a lien on any sums on deposit with the Firm (including trust deposits), for attorney's fees and for all costs and expenses incurred. You also agree to pay us all attorneys' fees and costs incurred if we are required to undertake collection of any sum you owe us.

While this agreement is intended to prevent any confusion of the terms of my representation, should a fee dispute arise you are agreeing, pursuant to this paragraph, to submit any fee dispute between us to Fee Dispute Arbitration with the New Hampshire Bar Association. You understand that you have the right to use other court forums to address fee disputes, but we are both agreeable to compromising those rights to submit to binding arbitration. Any decision made by the arbitration panel, whether for you or us, will be final and non-appealable. It has the same effect and enforceability as if rendered by a court of law. The New Hampshire Bar Association selects the panel from among a list of volunteers who have agreed to hear fee disputes. There are no costs associated with the panelists. You are encouraged to seek independent legal counsel on this issue before agreeing to this provision.

If you have any questions about any of the foregoing, please do not hesitate to call to discuss them or to consult with independent counsel.

We look forward to representing you. While we cannot guarantee success in all cases, I want to personally assure you that our Firm will use its best efforts on your behalf.

If the terms and conditions of this document are also acceptable to you, please sign the enclosed Acknowledgement and Acceptance sheet (last page) and return the original to us.

ACKNOWLEDGEMENT AND ACCEPTANCE

The undersigned has read and fully understands the Special Counsel Conflict of Waiver letter as well as Exhibit A (the Special Counsel Representation Agreement), and hereby accepts and agrees to the terms and conditions disclosed both. The undersigned agrees to waive the potential future conflicts of interest under the conditions and limitations discussed in the Special Counsel Conflict of Interest Waiver letter.

CITY OF FRANKLIN

Date: _____, 2021

By: Judie Milner
Title: City Manager
Duly Authorized

CITY COUNCIL MEETING
AGENDA ITEM III



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
June 7th, 2021 City Council Meeting

From: Krystal Alpers, Parks and Recreation Director

Subject: City Council to consider appropriating COVID related expenditures

Recommended Motions:

May 24th, 2021

Council moves: **"I move the Franklin City Council schedule a public hearing on Resolution #20-21 at 6:00pm on June 7th, 2021 to accept and appropriate \$60,655 from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) for the purpose of funding costs associated with COVID 19 pandemic for the Parks and Recreation Before and After School Program."**

June 7th, 2021

Councilor moves: **"I move the Franklin City Council vote to adopt Resolution #20-21, to accept and appropriate \$60,655 from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) for the purpose of funding costs associated with COVID 19 pandemic for the Parks and Recreation Before and After School Program."**

Discussion:

Due to the passing of the federal CARES (Coronavirus Aid, Relief, and Economic Security) Act the Parks and Recreation through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) was awarded \$60,655 in federal grant monies for costs related to the COVID 19 pandemic. The funds are intended for the purpose of funding personal protection equipment, sanitizing equipment, personnel costs, income loss, and increased personnel cost due to childcare/remote learning.

Fiscal Impact: This will have no effect on the taxes raised by the City of Franklin as this is a federal grant distributed through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) to Child Care Facilities.

Attachments/Exhibits:

1. Resolution #20-21



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

316 Central Street
Franklin, NH 03235

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

RESOLUTION #20-21

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

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 2021 beginning July 1, 2020, **and**;

WHEREAS, the City Council realizes the State of Emergency due to Covid-19 pandemic and,

WHEREAS, the City of Franklin Recreation department has been awarded at total of \$60,655 due to the passing of the Federal CARES (Coronavirus Aid, Relief, and Economic Security) Act. These monies are being disbursed through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) and,

WHEREAS, the City Council appreciates and acknowledges the Recreation workers' continuing efforts to provide an essential service to the working parents of this community during this time now,

THEREFORE, BE IT RESOLVED, *that at their regularly scheduled meeting of the City Council on Monday, June 7th, 2021, the City Council of Franklin, New Hampshire does hereby vote to adopt resolution #20-21 to authorize the City Manager to accept and appropriate the funds of \$60,655 (sixty thousand six hundred fifty five dollars)*

An Increase in Revenue:

Federal Grants Operating- CCRSP Acct. No. 01-5-211-33111-126

An Increase in Expenditures:

Recreation Admin Summer Rec COVID - Rec Emergency Child Care - Acct. No. 01-5-211-40121-126 – fifty five thousand dollars (\$55,000)

Recreation Admin Supplies - Spec Program COVID - Rec Emergency Child Care - Acct. No. 01-5-211-40685-126 – five thousand six hundred fifty five (\$5,655)

By a roll call vote.

Roll Call:

Councilor Brown _____ **Councilor Dzujna** _____ **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: _____

CITY COUNCIL MEETING
AGENDA ITEM IV



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
June 7th, 2021 City Council Meeting

From: Krystal Alpers, Parks and Recreation Director

Subject: 21st Century Community Learning Grant Funding

Recommended Motion:

May 24th, 2021

Council moves: **"I move the Franklin City Council schedule a public hearing on Resolution #21-21 at 6:00pm on June 7th, 2021 to appropriate \$21,041 for the Before and After School Program through the 21st Century Community Learning Grant."**

June 7th, 2021

Councilor moves: **"I move the Franklin City Council adopts a supplemental appropriation in the amount of \$21,041 for the Before and After School Program and adopt Resolution #21-21 by a roll call vote."**

Discussion:

During the 2020-2021 budget process, the funding appropriated for the 21 Century Community Learning Grant was under appropriated. The funding received from the 21C grant is more than appropriated during the budget process. Additionally, there were carryover funds from the 2019-2020 fiscal year. This amount is not known from the grantor until after our budget process concludes. In order to remedy this, an additional \$21,041 will need to be appropriated. The funds will be used as they currently are being used now to administer the Before and After School Program and Summer Program.

Fiscal Impact:

There is no fiscal impact to the city as we will be receiving grant funds to offset the appropriation.

Alternatives:

If City Council does not accept the funds, the \$21,041 will not be utilized. Therefore, grant funds will not be fully expended from the 21CCLC grant. This is not looked upon favorably by the grant administrators for future funding.

Attachments/Exhibits:

1. Resolution #21-21



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

316 Central Street
Franklin, NH 03235

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

RESOLUTION #21-21

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

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 2021 beginning July 1, 2020, and;

WHEREAS, the City Council realizes partial funding for the Before and After School Program comes from the Nita M. Lowey 21st Century Community Learning Centers Program and,

WHEREAS, the City of Franklin Recreation department needs to adjust the appropriated revenue and expenditures to accurately reflect the grant award to the City of Franklin,

THEREFORE, BE IT RESOLVED, *that at their regularly scheduled meeting of the City Council on Monday, June 7th, 2021, the City Council of Franklin, New Hampshire does hereby vote to adopt resolution #21-21 to authorize the City Manager to accept and appropriate the funds of 21,041.00 (twenty one thousand, forty one dollars)*

An Increase in Revenue:

Federal Grants Operating- Acct. No. 01-5-211-33111-439 – twenty one thousand forty one dollars (\$21,041)

An Increase in Expenditures:

Recreation Adm Summer Rec 21 Century - Acct. No. 01-5-211-40121-439 – twenty one thousand forty one dollars (\$21,041)

By a roll call vote.

Roll Call:

Councilor Brown _____ **Councilor Dzujna** _____ **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: _____