

CITY OF FRANKLIN  
CITY COUNCIL MEETING  
December 4, 2017  
6:00 P.M.





**FRANKLIN CITY COUNCIL  
AGENDA**

**Council Chambers**

**Monday, December 4, 2017**

**6:00 P.M.**

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**SALUTE TO THE FLAG**

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**Performance by Ellie Zink**

**PUBLIC HEARINGS**

**Resolution #10-18** - A Resolution that increases revenue and expenditure accounts based on the awarding of a grant from the New Hampshire Department of Safety, Office of Highway Safety for Franklin Police Department in the amount of \$8,296.

**Resolution #11-18** – A Resolution to accept and appropriate \$45,000 from the State of NH Land and Water Conservation Fund for the renovation of Bessie Rowell Community Center Playground.

**Resolution #12-18** – A Resolution to re-allocate \$4,700 in FY2018 capital appropriation and appropriate an additional \$7,717 from the Bessie Rowell Community Center Capital Reserve Fund to replace the blinds at the Bessie Rowell Community Center.

**Ordinance #09-18** – An Ordinance to establish guidelines for the use of police officers and/or non-public traffic control personnel (i.e. flaggers) within the city limits of the City of Franklin.

**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.**

**CHOOSE FRANKLIN**

**LEGISLATIVE COMMENTS**

**CITY COUNCIL ACKNOWLEDGEMENT**

**The Mayor will recognize any Councilor who wishes to express their appreciation on behalf of the City.**



**MAYOR'S UPDATE****Agenda Item I.**

City Council to consider the minutes of the November 14 City Council Workshop meeting and the November 6, 2017 City Council Meeting.

**Agenda Item II.**

Monthly School Board Report.

**Agenda Item III.**

City Council to consider adopting Resolution #10-18, that increases revenue and expenditure accounts based on the awarding of a grant from the New Hampshire Department of Safety, Office of Highway Safety for Franklin Police Department in the \$8,296.

**Agenda Item IV.**

City Council to consider adopting Resolution #11-18, to accept and appropriate \$45,000 from the State of NH Land and Water Conservation Fund for the renovation of Bessie Rowell Community Center Playground.

**Agenda Item V.**

City Council to consider adopting Resolution #12-18, to re-allocate \$4,700 in FY2018 capital appropriation and appropriate an additional \$7,717 from the Bessie Rowell Community Center Capital Reserve Fund to replace the blinds at the Bessie Rowell Community Center.

**Agenda Item VI.**

City Council to consider adopting Ordinance #09-18, to establish guidelines for the use of police officers and/or non-public traffic control personnel (i.e. flaggers) within the city limits of the City of Franklin.

**Agenda Item VII.**

City Council to consider setting a public hearing on Ordinance #10-18, revise existing Chapter 284-12 - Parking; prohibited practices, Chapter 284-13 - Parking restrictions, Chapter - 284-16 - Violations and penalties, Chapter 284-18 – Penalty payment procedure and Chapter 284-20 – Fines of the Municipal Code.

**Agenda Item VIII.**

City Council to consider setting a public hearing on Resolution #13-18, authorization to borrow for the middle school roof and the school district wide energy efficiency upgrades.

**Agenda Item IX.**

City Council to consider the School CBA for the Custodial Agreement.

**Agenda Item X.****Other Business****1. Committee Reports****2. Mayor Appointments**

Planning Board

**3. City Council Appointments**

Concord Regional Solid Waste/Resource Recovery Cooperative

Library Board of Trustees

Zoning Board of Adjustment

**4. Acting City Manager's Update****5. Late Items****Non-Public Session in Accordance with RSA 91-A:3, II(a)**

The dismissal, promotion or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.

**Adjournment**



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

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

**CITY COUNCIL MEETING**

**AGENDA ITEM I**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of December, 2017*

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**Subject: Approval of Minutes**

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**Motion: "I move that the Franklin City Council approve the minutes of the November 14 City Council Workshop Meeting and the November 6, 2017 City Council Meeting."**

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





## **DRAFT - PENDING COUNCIL APPROVAL**

### **City Council Meeting November 6, 2017**

#### **Call to Order**

Interim Mayor/Councilor Clarenbach called the meeting to order in the Council Chambers, Franklin City Hall at 6:00 p.m.

#### **In Attendance**

Councilor Ribas, Councilor Moquin, Councilor Barton, Councilor Giunta, Councilor Wells, Councilor Zink, Councilor Dzujna, Acting City Manager/Finance Director Milner and Interim Mayor/Councilor Clarenbach.

#### **Absent**

Councilor Desrochers.

Salute to the Flag was led by Councilor Giunta.

Interim Mayor/Councilor Clarenbach asked for a moment of silence to honor those 26 people who lost their lives and the 20 that were wounded in the Texas shooting.

Interim Mayor/Councilor Clarenbach mentioned that Robert Goodearl II is retiring after working for the Franklin Fire Department for 31 ½ years.

#### **Public Hearings**

**Resolution # 06-18** – no comments.

**Resolution # 07-18** – Marty Parichand stated the EDA grant is broken out into two (2) fiscal years. The EDA department is one of the departments on Trumps plan to cut so next year's funding is unknown. The EDA grant was to do the last 1200 feet of the river and was for preliminary engineering, permitting and final engineering. The money they have will go towards preliminary engineering and permitting. To start they will only need 60% of an engineering solution.

Sarah Stanley stated that she can't think of a better thing to invest funds in. Franklin Savings Bank is a huge contributor to this effort and has announced they are contributing \$250K to this effort.

**Resolution # 08-18** – Fire Chief LaChapelle spoke on behalf of this resolution as it includes raises for the firefighters. This is the first time in his five (5) years that he has come in to speak about wages and benefits and it has taken weeks to sift through the information to speak on tonight. Thornton and Associates did a pay study in 2013 and it showed the City of Franklin was below fair market value. He understands this is complex and very challenging but the complexity of job has changed dramatically. He feels that taking care of his firefighters is the number one priority. The face of the street is changing daily and their exposure to hazardous conditions (bed bugs, head lice, feces, etc)

daily invades their personal space and the equipment and clothing have to be decontaminated and they have to shower daily. This year they have administered 142mg of narcan to 41 patients and if the patients didn't receive narcan their situation would be grave. He constantly thinks about how to protect his firefighters minds from what they see daily. The fire service used to have trainings about fires and reading smoke but today it is about cancer and the mental anguish first responders go through. The members of the Franklin Fire Department with their training, experience, skilled judgement and precise decision making they bring to the job daily like Olympic athletes. He stated he has looked at the fair market value and compared Franklin to other communities. Franklin is at 2008 pay rates and it will take \$6 more an hour to bring the firefighters up to fair market value.

Leigh Webb stated he is a strong advocate for first responders and anything the city can do to benefit them and protect them, as they protect us, needs to be done even with the limit financial resources the city has.

**Resolution # 09-18** – no comments.

#### **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.**

Wayne Ives stated there are safety issues with large dead trees a block from his house that are back off the road and Eversource can't do anything about it and MSD can't do anything either. Is there a way to develop a nuisance ordinance for those landowners who don't do anything? He also stated that it would behoove the city to speak earlier than later with state agencies on the white water park as they have a lot of interest in pre-permitting plans to help with what is and isn't allowed.

Mary, a Franklin resident, stated they just put their house on the market and she wanted to thank everyone and appreciated their support as their kids have graduated school here and are doing well. When they had a house fire the fire department put it out quickly and saved their cat, so thank you.

**Legislative Comments** – State Rep. Horn stated that on October 30<sup>th</sup> he attended the subcommittee on adequate education and that the information wasn't the normal kicking the can down the road but an honest and earnest way to a different approach to funding education. The subcommittee agreed it is a significant issue and not one that they should avoid dealing with. He won't be able to attend the next meeting. All the house bills have been filed and the senate still has some time left for bill writing. The veto session was last week and will have another session at the end of November.

Councilor Dzujna thanked State Rep. Horn for keeping on top of the school funding.

**City Council Acknowledgements** – Councilor Dzujna wanted to recognize the Franklin Business and Professional Women as they did a program on October 21 about building powerful women. It was a fantastic program. He wanted to recognize the FBW group as a whole.



**Mayor's Update** – None.

**Agenda Item I.**

**City Council to consider the minutes of the October 6, 2017 City Council Canvass of the Vote Meeting and the October 2, 2017 City Council Meeting.**

***Motion: Councilor Dzujna moved that the Franklin City Council accept the minutes of the October 6, 2017 City Council Canvass of the Vote Meeting and the October 2, 2017 City Council Meeting. Motion seconded by Councilor Zink.***

***All in favor, Councilor Barton abstained; motion passes.***

**Agenda Item II.**

**School Board Report**

Superintendent LeGallo stated the high school accreditation process had positive comments and he will have a report in the next few weeks. The high school is no longer considered a focus priority school in need of improvement since the scores had improved. The high school has been on that list since 2007. The middle school just had their mid-year testing. The high school received a \$13K robotics grant for the next two (2) years. The middle school is able to use money from the 21<sup>st</sup> Century grant to fund a robotics team as well. An RFQ has gone out for the energy audit with a return date of November 17. There were five (5) companies who expressed interest. There is a possibility of looking to get a \$2M loan from FSB so stay tuned. The fund balance from 2017 will have a final number soon as the auditors come back tomorrow and \$200K of it has already been designated to this year's operating budget. If there is any interest Business Administrator Bergquist and himself were looking to sit with the council to look at their budget line by line and ask any questions before the new budget. Superintendent LeGallo and School Board Chairman Dow are planning on going to the the subcommittee meeting that State Rep. Horn stated he couldn't be at.

**Agenda Item III.**

**City Council to consider passing Resolution #06-18, authorizing the City Finance Director to complete and sign the State of NH Drinking Water State Revolving Fund final application.**

***Motion: Councilor Ribas moved that the Franklin City Council approve Resolution #06-18 by roll call vote. Motion seconded by Councilor Barton.***

**Roll Call:**

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>



Councilor Desrochers    abs      Councilor Moquin    yes      Councilor Zink      yes

*All in favor; motion passes.*

**Agenda Item IV.**

City Council to consider adopting Resolution #07-18, appropriating \$129,870 in the federal FY2017 grant and matching revenues for the engineering, permitting and survey work associated with the proposed white water park.

**Motion:**      *Councilor Ribas moved that the Franklin City Council adopt Resolution #07-18 appropriating \$129,870 in federal FY2017 grant and matching revenues for the engineering, permitting and survey work associated with the proposed white water park. Motion seconded by Councilor Dzujna.*

Councilor Zink asked what the connection to the Economic Development Director of the Chamber of Commerce is. Marty Parichand stated that he is the Northeast Region EDA representative and he brought their application and spoke on their behalf in Pennsylvania. The EDA is a subset of the census bureau.

**Roll Call:**

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>abs</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

*All in favor; motion passes.*

**Agenda Item V.**

City Council to consider adopting Resolution #08-18, appropriating \$182,774 in new revenue associated with \$7,244,310 new assessed value resulting from pickups from utilities.

**Motion:**      *Councilor Dzujna moved that the Franklin City adopt Resolution #08-18 appropriating \$182,774 in new revenue associated with \$7,244,310 new assessed value resulting from pickups from utilities. Motion seconded by Councilor Ribas.*

Councilor Barton asked if this was money that was going to come year after year and Interim Mayor/Councilor Clarenbach stated yes.

Councilor Giunta asked Acting City Manager/Finance Director Milner to go through how this is written and explain the different accounts and how they would support the fire department. Acting City Manager/Finance Milner explained the background on how the city is getting this new revenue.

Based on the new revenue of \$182,774, the county increase of \$25,557 needs to be paid first. There are two (2) sets of wage increases in this proposal. The first set is the firefighters and captains and that proposal is half way between the 2013 wage study to where we are now. That amount is split up between the wage and payroll lines and the total increase is \$36,324. The second set is for the police sergeants who were also grossly underpaid at that time and this will bring them half way between the 2013 wage study to where we are now. That amount is split up between the wage and payroll lines for a total increase of \$18,669. Acting City Manager/Finance Director Milner stated there should have been a third piece included and hopes the council will entertain the parks and recreation director and that total is \$8,813 which leaves a balance going to the school building account of \$93,411 rather than the \$102,224 in the original resolution. One note about the park and recreation director is that person has brought the program from 79% taxpayer funded to 40% taxpayer funded through bringing in grants and she has been working outside the pay study as stated. This will also bring this position half way.

Councilor Giunta asked if they amend the numbers it won't balance out so where does the \$8,813 go with all these other accounts. Acting City Manager/Finance Director Milner stated it is broken out as \$7,153 goes to wages, \$443 goes to social security, \$104 to Medicare, \$814 to retirement, \$244 to worker's compensation and \$55 to disability which totals \$8,813.

***Amended Motion: Councilor Giunta motioned to include the figures Acting City Manager/Finance Director Milner just mentioned and \$93,411 to the school building account. Motion seconded by Councilor Moquin.***

Interim Mayor/Councilor Clarenbach stated this resolution is not what he had hoped and he felt the wages should have been put into a single account until the council could have a discussion. To reduce the amount going to the school is difficult to understand knowing their hardships as well. He is not in favor of the amendment.

Leigh Webb stated a point of order since the money was not in the original motion is it not subject to a public hearing. Interim Mayor/Councilor Clarenbach stated that as long as the total dollars didn't change and stays the same it isn't subject to a new public hearing.

Acting City Manager/Finance Director Milner stated that the \$102K or \$93K recommending to the school budget for next year's budget. This revenue is coming in after the tax cap calculation and the split between the school and city. Her recommendation to the new city manager will be to bring that through to the new calculation when the budget process begins next year.

Councilor Giunta stated that when this was first discussed it was all combined and there wasn't recurring money for that. With this change of sustainable funds and now is the opportunity to satisfy everyone tonight.

Councilor Dzujna stated he feels the same in trying to satisfy everyone. He sees what the recreation department offers to everyone daily.



***Four (4) in favor and Four (4) against; amendment motion fails.***

Councilor Clarenbach stated to put the funds into one fund and reread the wage study and how to best accommodate all employees as he doesn't like this format.

Councilor Giunta stated if we pass this all the additional money is gone. Acting City Manager/Finance Director Milner stated that would tie up the money this year but not next year.

***Amended Motion: Councilor Zink motioned to keep the county tax of \$25,557, put \$63,806 in the city managers contingent line as a placeholder until a meeting to be held before the end of this 2017 calendar year and put the \$93,411 to the school building account. Motion seconded by Councilor Ribas.***

Councilor Barton questioned the money and asked if the wage study goes through tonight and Interim/Councilor Clarenbach stated no and explained. He asked what the time frame to hear this again is. Interim/Councilor Clarenbach stated there is no time frame. Councilor Zink stated she is looking for a comprehensive plan to look at all the employees.

Councilor Moquin asked Acting City Manager/Finance Director Milner to walk her through the approach to get where we are now. Acting City Manager/Finance Director Milner stated the wage study was done by an independent company in 2013 and at that time it would have cost \$1.2M to bring all employees up to fair market value. The positions have been being addressed as they come forward and these are all non-union positions and if there is sustainable funding they will get addressed. The firefighter, firefighter captains and police sergeants have to be addressed.

***Six (6) in favor and Two (2) against; amendment motion passes.***

Interim Mayor/Councilor Clarenbach stated they are back at the original motion as amended.

**Roll Call:**

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>no</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>abs</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

***Seven (7) in favor and One (1) against; original motion as amended passes.***

**Agenda Item VI.**

City Council to consider adopting Resolution #09-18, accepting the Law Enforcement Opioid Abuse Reduction initiative grant in the amount of \$12,674.00, approving the Memorandum of Agreement with delineated agencies and appropriating Franklin's portion of the grant in the amount of \$1,584.25.



**Motion:** *Councilor Ribas moved that the Franklin City adopt Resolution #09-18 accepting the Law Enforcement Opioid Abuse Reduction Initiative grant in the amount of Twelve Thousand Six Hundred and Seventy-Four Dollars (\$12,674.00), approving the Memorandum of Agreement with Andover, Hill, Tilton, Alexandria, Danbury, Northfield, Bristol Police Departments ad appropriating Franklin's portion of the grant in the amount of One Thousand Five Hundred Eighty-Four Dollars and Twenty-five Cents (\$1,584.25). Motion seconded by Councilor Giunta.*

**Roll Call:**

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>abs</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

*All in favor; motion passes.*

**Agenda Item VII.**

City Council to consider allowing the Acting City Manager to sign all documents associated with processing and receiving NH Homeland Security and Emergency Management Performance Grants that funds the review of the City's Hazard Mitigation Plan.

**Motion:** *Councilor Giunta moved that the Franklin City Council authorize the Acting City Manager to sign all documents needed to process the Hazard Mitigation Plan review. Motion seconded by Councilor Zink.*

**Roll Call:**

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>abs</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

*All in favor; motion passes.*

**Agenda Item VIII.**

City Council to consider setting a public hearing on Resolution #10-18 , a resolution that increases revenue and expenditure accounts based on the awarding of a grant from New Hampshire Department of Safety, Office of Highway Safety in the amount of \$8,296.00.

**Motion:** *Councilor Zink moved that the Franklin City Council schedule a public hearing on Resolution #10-18 at 6:00 pm on December 4, 2017 to accept a grant from New Hampshire Department of Safety, Office of Highway Safety for Ten Thousand Three Hundred and Seventy (\$10,370.00) and appropriate federal portion \$8,296.00. Motion seconded by Councilor Ribas.*

*All in favor; motion passes.*

Interim Mayor/Councilor Clarenbach read Resolution #10-18:

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.**

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

**WHEREAS**, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2018 which began July 1, 2017, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands the Police Department sought and received a 80% federal 20% in kind matching grant from the Office of Highway Safety called Franklin STEP Grant totaling \$10,370.00 for the purpose of specific directed patrols including seat belt and driving under the influence, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the 20% grant match is in kind and will be fulfilled through the current adopted budget, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to appropriate the federal portion of this grant totaling \$8,296, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, December 4, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 10-18 accepting the Franklin STEP grant from the Office of Highway Safety federal funding in the amount of \$8,296 and **authorizing an increase in FY2018 revenues:**

Grant Revenue - Police Acct. No. 01-2-103-33111-000 – Eight Thousand Two Hundred Ninety Six Dollars (\$8,296),

**And an increase in FY2017 expenditure accounts,**

Overtime Wages – Patrol Acct. No. 01-2-103-40140-000 – Six Thousand Three Hundred Thirty Nine Dollars (\$6,339),

Medicare – Patrol Acct No. 01-2-103-40225-000 – Ninety Two Dollars (\$92),

New Hampshire Retirement – Patrol Acct No. 01-2-103-40230-000 – One Thousand Eight Hundred Sixty Five Dollars (\$1,865),

**By a roll call vote.**

**Agenda Item IX.**

**City Council to consider setting a public hearing on Resolution #11-18, a resolution to accept and appropriate \$45,000 from the State of NH Land and water Conservation Fund for the renovation of Bessie Rowell Community Center Playground.**

***Motion: Councilor Ribas moved that the Franklin City Council schedule a public hearing on Resolution #11-18 at 6:00 pm on December 4, 2017 to accept and appropriate \$45,000 from the State of New Hampshire Land and Water Conservation Fund for the renovation of the Bessie Rowell Community Center Playground. Motion seconded by Councilor Giunta.***

***All in favor; motion passes.***

Interim Mayor/Councilor Clarenbach read Resolution #11-18:

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.**

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

**WHEREAS**, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2018 which began July 1, 2017, and;

**WHEREAS**, the City Council recognizes the repairs and improvements needed to the playground area at Bessie Rowell Community Center, and;

**WHEREAS**, the City has been awarded a federal grant from the New Hampshire Land & Water conservation fund in the amount of \$45,000 for the Bessie Rowell Community Center playground which must be matched in full by the City, and;

**WHEREAS**, the City Parks & Recreation department has raised the match funding through other smaller nonfederal grants, fundraising, in kind services and through the parks & recreation revolving fund, and;

**WHEREAS**, the City Council wishes to accept and appropriate the federal grant, Now,

**THEREFORE BE IT RESOLVED**, that at the scheduled meeting of the City Council on Monday, December 4, 2017, the City Council of the City of Franklin, New Hampshire does hereby vote to adopt Resolution #11-18, accepting the grant funds from the State of New Hampshire Land & Water



Conservation Fund, authorizing the Acting City Manager to execute all grant documents and hereby authorizes the following non lapsing appropriations,

**An increase in revenues:**

Acct# 01-5-000-33110-440 Federal Capital Grant – Land & Water Conservation Fund – Forty Five Thousand Dollars (\$45,000),

**And an increase in expenditures:**

Acct# 01-5-211-40439-440 Parks & Recreation Other Contracted Services Wages – Land & Water Conservation Fund – Forty Five Thousand Dollars (\$45,000)

**By a roll call vote.**

**Agenda Item X.**

**City Council to consider setting a public hearing on Resolution #12-18, a resolution to re-allocate \$4,700 in FY2018 capital appropriation and appropriate an additional \$7,717 from the Bessie Rowell Community Center Capital Reserve Fund to replace the blinds at the Bessie Rowell Community Center.**

***Motion: Councilor Ribas moved that the Franklin City Council schedule a public hearing on Resolution #12-18 at 6:00 pm on December 4, 2017 to re-allocate \$4,700 in FY2018 capital appropriation and appropriate an additional \$7,717 from the Bessie Rowell Community Center Capital Reserve to replace the blinds at the Bessie Rowell Community Center. Motion seconded by Councilor Giunta.***

***All in favor; motion passes.***

Interim Mayor/Councilor Clarenbach read Resolution #12-18:

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.**

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

**WHEREAS**, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2018 which began July 1, 2017, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to replace all blinds at the Bessie Rowell Community Center, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire established a capital reserve fund for the Bessie Rowell Community Center into which each entity occupying the building contributes \$5,000 annually (totaling \$20,000 in annual contributions), and;

**WHEREAS**, The City Council of the City of Franklin, New Hampshire recognizes that the brick repointing work budgeted in the FY2018 City budget was completed leaving a balance of \$4,700, and;

**WHEREAS**, the City Council of the City of Franklin wishes to utilize the remaining capital reserve appropriation from the FY2018 budget and appropriate an additional amount of the Bessie Rowell Community Center capital reserve fund (\$61,852.05 balance as of 8/31/17) to pay the remaining balance of replacing the blinds, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, December 4, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 12-18, allowing the use of the remaining Bessie Rowell Community Center capital reserve appropriation for brick repointing (\$4,700) and authorizing an increase in FY18 revenue:

Transfer in from capital reserve fund Acct No. 01-0-000-39150-000 – Seven Thousand Seven Hundred Seventeen Dollars (\$7,717),

And an increase in expenditure account,

Buildings – Bessie Rowell Community Center Acct. No. 01-9-012-40720-000 – Seven Thousand Seven Hundred Seventeen Dollars (\$7,717),

**By a roll call vote.**

#### **Agenda Item XI.**

#### **Other Business**

1. **Committee Reports** – Councilor Zink stated the regional committee with Sanbornton and Tilton/Northfield met and discussed the next steps to create an MOU. The next meeting will be on November 20 at 4:30 pm at the Tilton Town Hall downstairs.

Councilor Wells stated he is resigning from the Winnepesaukee Public Health as the representative from the City of Franklin at the end of the year and the council should look at replacing him on the board.

2. **Acting City Manager's Update**

Acting City Manager/Finance Director Milner stated that there is no Contingent Grant activity this month.

There will be the Catch Housing project ribbon cutting on Friday, November 17 at 11am. If any councilor is interested in attending please let myself or Lauraine know and we can register you. Councilor Zink stated she emailed them to register. Councilor Dzujna stated he registered already.

NHMA will hold its annual conference on November 15 & 16 at the Radisson in Manchester and there is a session on Sharing Services between the Town and the School as the Town and School District of Newmarket are undertaking a one town philosophy. If anyone from the school board or superintendent is interested in attending they should be able to get in under the city. Councilor Zink asked if it could be filmed and Acting City Manager/Finance Director Milner stated she would check on that.

The fiber project to connect City Hall, MSD, PD, Fire, Planning & Zoning and Bessie Rowell Community Center was awarded to White Mountain Cable and should be completed by the end of November.

Kayla Bertolino is the new Mayor's Drug Task Force Coordinator and she began on October 30. She comes to the city from LRGH where she worked in the ER. She has an active church youth group (45 kids) in Pittsfield, NH and many of those children's parents do not attend the church.

The Northern Pass SEC committee didn't have any additional questions regarding former City Manager Dragon's testimony. The Keene Mayor has allowed former City Manager Dragon to flex her time in Keene to make herself available for the hearings for the City of Franklin. There is some information going around so to be clear former City Manager Dragon agreed to finish out the Northern Pass project before she left and she is not being paid by the City of Franklin or the City of Keene for her testimony.

The City of Franklin has approximately 28 properties with solar panels. Each property has about 24 panels per property with an assessed value of \$600 for a total of \$14,400 per assessed value which equates to an additional \$363 per year in taxes with the current tax rate for the solar panels for each property. Councilor Dzujna stated that many solar panels have a twenty year life cycle so are they going to be prorated. Acting City Manager/Finance Director Milner stated it would be about every five (5) years they would be depreciated. If the council wants to do this they would have to hold a public hearing. The homeowner has a one (1) time exemption to request the exemption. Councilor Dzujna asked if a property is sold does the new homeowner have to file for the exemption and Acting City Manager/Finance Director Milner stated yes. Councilor Zink asked what the time frame on this is. Acting City Manager/Finance Director Milner stated something would have to be decided prior to April 1.

The City Manager recruitment is going well but the recruiter would like to have the entire six (6) weeks so that would put the closing date as of November 24 meaning the recruiter would come with the 12-15 names by mid-December and have the final interviews in January.



There are some big projects coming to the City of Franklin soon and there is a need to have a nonpublic meeting on this and was looking to the week of the 13<sup>th</sup> and Tuesday, November 14 at 6:00 pm was selected.

With the CAP building been torn down they will need a temporary location to operate out of. The old finance office was suggested for several reasons. If there is no objection from the council, Attorney Fitzgerald will begin on an agreement that will contain some ground rules and protect the city.

Leaf Drop off has added an evening on Tuesdays until 7:00 pm with the other times being Wednesday-Saturday from 7:30 am to 3:00 pm.

### **3. Late Item**

***Motion: Councilor Zink moved that the Franklin City Council schedule a public hearing on Ordinance #09-18 at 6:00 pm on December 4, 2017 establishing guidelines for the use of police officers and/or non-police traffic control personnel (i.e. "flaggers") within the city limits of the City of Franklin. Motion seconded by Councilor Dzujna.***

***All in favor; motion passes.***

Interim Mayor/Councilor Clarenbach read Ordinance #09-18:

#### **AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:**

**In the Year of our Lord, Two Thousand Seventeen;**

**Be it ordained by the City Council of the City of Franklin that the Franklin Municipal Code, Chapter 284, Vehicles and Traffic, be amended to add a new section following § Article VII Section 284-38 to be known as § Article VIII section 284-39 as follows:**

#### **Article VIII Uniformed Police Required**

##### **§ Section 284-39 Flaggers**

Prior to the commencement of any activity such as, but not limited to the laying or installation of sewer, electrical, telephone, gas or water lines or any type of telecommunications equipment, cable, TV or any other type of underground utility or the installation of above ground utilities, or tree work which would interfere with the normal and regular flow of traffic within the City of Franklin, the primary contractor responsible for the conduct of the work performed upon the site, may be required to employ uniformed police officer(s) to control traffic, provided any of the following conditions exist:

- a. Construction, reconstruction, excavation, paving or any other type of work on or upon a way in the City of Franklin, or construction of new streets.
- b. Construction which will significantly affect the flow of traffic; or

- c. When the street is primarily controlled by a traffic light or signal, which will become ineffective in the proper control of traffic due to the existence of construction activity.

In addition to the conditions enumerated above, the Director of Municipal Services Department and/or Chief of Police, in their discretion may require the primary contractor to employ uniformed police officer(s) when the normal and ordinary flow of traffic or presents conditions which adversely affects public safety and convenience.

The Chief of Police or his/her designee may, upon examination of the work site, waive the requirement to employ uniformed police officer(s) if in his/her opinion it is not necessary for the public safety and convenience.

This ordinance shall not apply to work that is being done by the City of Franklin Municipal Services Department or the State of New Hampshire if empowered by statute.

In the event that any provision of this section is violated, the Director of Municipal Services Department or the Chief of Police is empowered to issue a work stoppage order against the contractor or his/her employees; such work stoppage shall remain in effect until there is strict compliance of the ordinance. In addition the fine amount shall not exceed \$250.00 per day and shall be assessed each day the violation continues.

**By a roll call vote.**

***Motion to adjourn made by Councilor Giunta and seconded by Councilor Barton. All in favor; meeting adjourned at 7:40 p.m.***

Respectfully Submitted,

Lauraine G. Paquin





## **PENDING COUNCIL APPROVAL**

### **City Council Workshop Meeting November 14, 2017**

#### **Call to Order**

Interim Mayor/Councilor Clarenbach called the meeting to order in the downstairs meeting room, Franklin City Hall at 6:02 p.m.

#### **In Attendance**

Councilor Ribas, Councilor Moquin, Councilor Barton, Councilor Giunta, Councilor Desrochers, Councilor Wells, Councilor Zink, Councilor Dzujna, Acting City Manager/Finance Director Milner and Interim Mayor/Councilor Clarenbach.

Salute to the Flag was led by Councilor Wells.

Acting City Manager/Finance Director Milner stated that the tax rate she gave out last week has changed based on an error the Assessors made on the MS-1 regarding the retained values TIF at the Industrial Park. The assessor included the value of the retained TIF in the tax setting value and that is not supposed to happen. It would equate to finding \$38,000 in the current budget and would go forward starting the tax cap off \$38,000 lower for the next budget cycle. She spoke to Department of Revenue Administration (DRA) and asked if that is to be on the MS1 and they confirmed that it is not. DRA stated they can roll back the rate and we could resubmit a new MS1 and reset the rate tomorrow. Acting City Manager/Finance Director Milner stated she always sets the rate for herself so she knows what it should be, sometimes off by a penny, which is around \$25.56 and .11 cents more than the rate she gave them last week and that was due to the TIF issue and an error on a property they included which was not taxable. A new rate should be out tomorrow and tax bills will still go out Monday or Tuesday. This is the earliest the tax rate has been set in the last nine (9) years.

Interim Mayor/Councilor Clarenbach stated they were lucky they hadn't been mailed yet. Acting City Manager/Finance Director Milner stated she asked the City Clerk/Tax Collector to verify the warrant and she was having trouble verifying and that is when the error was noticed. Knowing we had a new assessor and the previous assessor made this mistake but at that time it was \$4k and we couldn't let it go this time.

Councilor Dzujna asked if we had any problems with the TIF downtown. Acting City Manager/Finance Director Milner stated that one doesn't have additional value yet.

#### **Agenda Item I.**

#### **Firefighter Personnel, Police Sergeants and Parks and Recreation Director regrades.**

Acting City Manager/Finance Director Milner thanked Councilor Zink for her email and it made her realize where the disconnect is. She stated she was going back to fiscal year 2014 as most of the councilors weren't here when this study was done. The wage scale in many organizations has grades that hold positions and have a start value and an end value. The City of Franklin has twelve (12) steps

as you can have as many different steps as you want. It states a position is a grade of one of the numbers and the duties of that position get a salary range of what corresponds to that number. Entry level employee's usual start at step 1 and as they gain experience they will get a merit increase and move to the next step. In the 90's the steps were not capped. To move from this you get promoted or if the person is doing more you look to regrade, give COLA, etc. That is what a wage and class schedule is. On page 51-56 in your budget this year is this wage and class schedule. The schedule starts at series 1000 and then goes to series 2000 adding longevity for ten (10) years of service and adds \$500 or .24 cents an hour and is added on to series 1000. There is a series 3000 and that is for twenty (20) years of service and adds \$1000 or .48 cents an hour and is added on to series 1000. The feds changed the overtime rules and non-union wage schedules so having this in the hourly rate is perfect. MSD and PD have a different wage schedule as those are unions. Along the way corrections have been made to some grades and ½ grades were created and that has made some positions too close to each other.

The city has a number of budgeted positions to fill and two (2) positions remain unfunded. There are also several seasonal, call firefighter and call pool police dispatch help. The city can't hire outside the position listing. The wage and classification scale is old so the city manager has the flexibility to start positions at a higher rate. The city manager can also do promotions that go to an open position. A regrade is done by the council and is done as needed. Demotions are done by the city manager. Step increases are a budget item and if not then no steps are allowed. COLA increases are a budget item by the council. The union contract has to be ratified by the council. Contract employee is the city manager and that is ratified by the council.

Acting City Manager/Finance Director Milner stated they hired a firm to do the pay and class study and that firm spoke to all department heads, employees, city manager and looked at the benefits. It looked at communities similar and the firm came back with this pay and class study. The grades were changed and at that time the council asked the city manager and Acting City Manager/Finance Director Milner to come up with a plan but to implement this was going to cost around \$1.2M. The council stated to address positions going forward. Management meets regularly during the budget season addresses it at the time it becomes an issue. They have addressed MSD, Fire/PD secretaries, assessing tech, P/Z secretary, MSD union regrades. The PD Union, patrol and detectives, everyone at a step 12 got a signing bonus. Planning & Zoning Director was renamed to special projects coordinator and PD Sergeants were increased by steps in that grade. The accountant in finance office was regraded, department heads were regraded by adjusting the range, and the library director was addressed by the trustees, as they determine that position, and gave a stipend this year of 3.7% which is a step and cola. The city manager range is changing with the new hire. This pay and class is already five (5) years old so they will have to move this methodically.

Acting City Manager/Finance Director Milner stated the current issue is firefighters, captains, and suppression have been identified as critical because two (2) firefighters have left for other towns that pay \$5 to \$6 more an hour plus benefits. This is an issue due to the succession plan we had for retiring firefighters these were people who were to replace them but now they are no longer with us. The calls they go on are terrible and we need to recognize them and this is the biggest nonunion department. The total increase for the firefighters is \$36,324. Councilor Zink asked if this is annual or

additional this year. Acting City Manager/Finance Director Milner stated this is an annual cost and this year it is a little bit over ½ the amount.

Acting City Manager/Finance Director Milner stated the second issue is police sergeants as many are hitting the top step. In the study sergeants are to be in the same pay grade as fire captain/paramedic. She is asking to move them by adjusting the grade for a \$18,869 annual cost.

Acting City Manager/Finance Director Milner stated the parks and recreation director is under classed and has changed in scope. She supervises difficult employees, as they are seasonal, which tend to be younger and not as dedicated. She has taken the program from being 79% taxpayer funded to 40% taxpayer funded. She has created relationships with people and organizations from the outside and has the best relationship with the school district. She has brought in over \$1M in grants and has grants coming in as we move forward. The total annual cost is \$8,813.

Acting City Manager/Finance Director Milner stated the total of those three (3) items is a \$63,606 which the council put in the city manager's contingency line last week. She stated these are far from perfect but it is a step in the right direction.

Councilor Desrochers stated it would be foolish not to do this as we have given the school \$1.2M over the last two (2) years and we can't give to one and not the other. We can't afford to lose people and then have to spend money to retrain. We really don't want a union fire department.

Councilor Dzujna stated that Acting City Manager/Finance Director Milner did a great job going back. Even though the city doesn't have a lot of money but we need to do something to show we are trying.

**Motion:**        ***Councilor Barton motioned to accept the recommendations as brought forth by Acting City Manager/Finance Director Milner. Seconded by Councilor Desrochers.***

Councilor Wells stated this is lopsided and would like to see the firefighters get more of a raise and decrease the parks and recreation director.

Interim Mayor/Councilor Clarenbach stated originally the resolution was set that they were giving \$102K and now we are giving \$94K to the school fund and he voted no on that motion. He feels like they are diverting funds and these are his challenges. The council are leaders of the community and they still need to provide a good education to the students. The funding at the schools is going to continue to dwindle with less support from the state.

Councilor Ribas questioned the ad hoc nature of how it gets decided the categories of who gets raises over time. He would prefer if there was a plan in place in who gets raises when rather than this ad hoc way. He asked for these three was this the process for them. Acting City Manager/Finance Director Milner stated it was talked about in the budget process last year. It was decided to wait until they had sustainable money and when that was had it was decided to move forward. Councilor Ribas stated the original didn't have the parks and recreation director and now it does. Acting City



Manager/Finance Director Milner stated she can't talk about the original. Acting City Manager/Finance Director Milner stated she added the park & recreation director as she felt that was the right thing to do and she wanted the new class study done for that position as it has dramatically changed since 2013 and we are still moving in the right direction with that position.

Councilor Desrochers clarified that with this the school will get \$8K less and if that is going to break the school we are in serious trouble. We need to retain people as how much will it cost to train new people as they won't come here with our pay scale.

Councilor Zink stated she had three (3) questions she was going to ask in succession. The document from August has a different figure by about \$10K and can someone comment on the one position classified differently, it looks like we are going to give a .65 cent raise where the pay and class study states they should get a \$3 increase and what is the plan to get to that \$3 increase and police and fire have stated they need more personnel and if we are thinking of next year or after and need to add personnel what is the fiscal impact of this. Acting City Manager/Finance Director Milner stated that the recommendation is time for a new pay and class study as this one is five (5) years old. These little changes are forward steps and it is being worked on as a group as it can't be implemented all at once. In FY19 adding personnel is on the budget plan for the fire department and it is about \$85K including wages and benefits.

Councilor Giunta mentioned being a state employee for 22 years and these pay and class studies were always talked about. When a study was done and the employees were asked what is most important to them money was 4<sup>th</sup> on the list and appreciation was 1<sup>st</sup>. He stated that the council appreciates everything that they do and the employees are very important to the council and they will continue to work to do better but this is the best they can do right now. He thanked them for everything they do.

***Six (6) in favor and Two (2) against and One (1) abstained; motion passes.***

***Motion: Councilor Giunta moved that there is a need for a non-public session per RSA 91-A:3, II (d) Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community. Motion seconded by Councilor Desrochers.***

**Roll Call:**

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

***All in favor; motion passes.***

Entered nonpublic session at 6:48 p.m.

***Motion: Councilor Giunta moved that the Franklin City Council leave nonpublic session and return to public session. Motion seconded by Councilor Ribas.***

***All in favor; motion passes.***

Public session reconvened at 8:21 p.m.

***Motion: Councilor Desrochers moved that the Franklin City Council seal the minutes because it is determined that divulgence of this information likely would render a proposed action ineffective. Motion seconded by Councilor Giunta.***

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

***All in favor; motion passes.***

Acting City Manager/Finance Director Milner stated the recruiter is looking to come the second week in December so they need to come up with a date. After discussion it was decided to do the 12<sup>th</sup> or 14<sup>th</sup> depending on what the recruiter can do.

***Motion: Councilor Dzujna moved that the Franklin City Council allow councilor elect Trudel to attend the hiring process for the city manager. Motion seconded by Councilor Ribas.***

Acting City Manager/Finance Director Milner stated the December meeting is to narrow the candidates down to five (5). The recruiter will then do all the checks for those candidates and those candidates will come in January for two (2) days for the interview process.

***Motion to adjourn made by Councilor Ribas and seconded by Councilor Giunta. All in favor; meeting adjourned at 8:28 p.m.***

Respectfully Submitted,

Lauraine G. Paquin

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





**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

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*City Council Meeting of December, 2017*

**Subject: School Board Report**

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**The Superintendent will provide a monthly report to the Mayor and City Council.**

**CITY COUNCIL MEETING**  
**AGENDA ITEM III**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting November 6, 2017*

**From:** Chief David Goldstein, City of Franklin Police Chief

**Subject:** City Council to consider increasing revenue and expenditure accounts based on the awarding of a grant from the New Hampshire Department of Safety, Office of Highway Safety for the Franklin Police Department in the amount of \$10,370.00 (Federal \$8,296.00 + \$2,074.00 In Kind)

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**Recommended motion:**

**November 6, 2017**

Councilor moves: ***"I move that the Franklin City Council schedule a public hearing on Resolution #10-18 at 6:00 pm on December 4, 2017 to accept a grant from New Hampshire Department of Safety, Office of Highway Safety for Ten Thousand Three Hundred and Seventy Dollars (\$10,370.00) and appropriate federal portion \$8,296.00."***

**December 4, 2017**

Councilor moves: ***"I move that the Franklin City Council adopt Resolution #10-18 to accept a grant from New Hampshire Department of Safety, Office of Highway Safety for Ten Thousand Three Hundred and Seventy Dollars (\$10,370.00) and appropriate federal portion \$8,296.00."***

Mayor calls for a second, discussion and the vote.

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**Discussion:**

The Franklin Police Department has been awarded a grant from the New Hampshire Department of Safety, Office of Highway Safety for a **federal portion award of \$8,296.00** for the purpose of speed enforcement (\$4,998.00), distracted and aggressive driving (\$2,827.01) and seatbelt enforcement (\$471.07). This grant is a matching grant with \$8,296.00 coming from federal grant funding and **\$2,074.00 in kind match (20%) (Can be a soft match)** coming from the municipality for a total of **\$10,370.00**.

The Franklin Police Department receives complaints of speed violators and responds to accidents with serious injuries too often. The grant will enable us to increase patrols and enforcement in the most critical areas and to improve safety on the roadway.

**Fiscal Impact:**

This grant is a 20% matching grant. The resolution appropriates the portion of the grant coming from federal sources only (\$8,296.00). The Franklin Police Department/City of Franklin would pay for the other portion of the cost which would be approximately \$2,074.00 for the in kind match.



**Alternatives:**

The City of Franklin declines to approve the STEP grant from the New Hampshire Department of Safety, Office of Highway Safety.

**Attachments:**

Resolution #10-18  
Grant Award


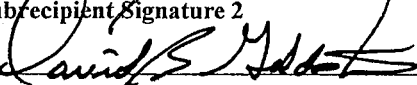
# OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

Project Title: Franklin STEP

Project #: 315-18B-089

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Department of Safety Office of Highway Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, 2 <sup>nd</sup> Floor Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Franklin Police Department		<b>1.4. Subrecipient Address</b> 5 Hancock Terrace Franklin, NH 03235	
<b>Chief's Email Address:</b> dgoldstein@franklinnh.org		<b>Grant Contact Email:</b> sclough@franklinnh.org	
<b>1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) City</b>		<b>1.4.2 DUNS</b>  005598313	
<b>1.5. Subrecipient Phone #</b>  934-7159	<b>1.6. Effective Date</b>  10/01/17	<b>1.7. Completion Date</b>  09/30/18	<b>1.8. Grant Limitation</b>  \$8,296.08
<b>1.9. Grant Officer for State Agency</b> Donna Bean		<b>1.10. State Agency Telephone Number</b> 271-6708	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> JOIE MILNER, ACTING CITY MANAGER	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> DAVID B. GOLDSTEIN, CHIEF	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on ____ / ____ / ____, before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>		<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>	
<b>1.14. State Agency Signature(s)</b>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b>  John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: _____ Assistant Attorney General, On: ____ / ____ / ____			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On: ____ / ____ / ____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.6 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or  
11.1.2 Failure to submit any report required hereunder; or  
11.1.3 Failure to maintain, or permit access to, the records required hereunder; or  
11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.  
11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

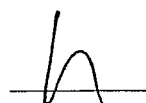
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.







## EXHIBIT A

### Scope of Services for Traffic Enforcement Grants

#### NH Office of Highway Safety Grant-Funded Patrol Mission Statement

*Officers assigned to grant-funded patrols are expected to be highly visible, engaged, and vigilant in addressing all observed motor vehicle infractions and hazards during their shifts.*

Departments that have received STEP grant (Sustained Traffic Enforcement Patrols) and/or DWI grant funding are required to assign personnel to participate in the following mandatory initiatives and on the highlighted dates, in order to remain compliant with the terms of the assigned grant agreement:

**1. Traffic Enforcement Dates (Operation Safe Commute) \*\* At least one officer must work the entire 4-hour shift\*\***

Thursday, November 9, 2017	1500-1900
Wednesday, November 22, 2017	1500-1900
Friday, December 22, 2017	0600-1000
Friday, January 12, 2018	0600-1000
Friday, February 16, 2018	1500-1900
Friday, March 30, 2018	1500-1900
Tuesday, April 17, 2018	0600-1000
Friday, May 25, 2018	1500-1900
Friday, June 15, 2018	1500-1900
Tuesday, July 3, 2018	1500-1900
Friday, August 31, 2018	1500-1900
Wednesday, September 12, 2018	0600-1000

**2. Seatbelt Enforcement two-week initiative (Join the NH Clique)**

Monday, May 21, 2018- Kick-off day- **\*\*4-Hour patrol required;** and  
Tuesday, May 22 through Sunday, June 3, 2018- **\*\*At least 4 hours of seatbelt enforcement must be conducted during this time-frame.**

- Join the NH Clique must be conducted during daylight hours and it's recommended they be at locations such as elementary schools, high schools, shopping centers, and any other locations where drivers and passengers under 18 will be located.

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### 3. Driving Under the Influence Grant Funded Patrol Requirements

Departments with DUI enforcement grants are required to conduct patrols during the two national "*Drive Sober or Get Pulled Over* (DSGPO)" Mobilizations, which take place during the following time-frames:

Friday, December 15, 2017 through December 31, 2017\*\*At least one patrol must be conducted during this time-period\*\*

Friday, August 17, 2018 through Monday, September 3, 2018 \*\*At least one patrol must be conducted during this time-period\*\*

**\*\* If an agency is unable to participate in one of the mandatory enforcement efforts listed above, we kindly request that an e-mail be sent to the NH Office of Highway Safety Commander, Captain John Marasco (john.marasco@dos.nh.gov) in advance to advise of the scheduling conflict and the agency will be absolved of the need to participate in that particular initiative and will remain compliant with the terms of the grant agreement.**

**Agencies desiring to have grant funds adjusted between STEP, Operation Safe Commute, and Join the NH Clique sub-budgets, may request an amendment to the Grant Agreement for that purpose. See General Provisions, section 20.**

#### Additional Grant Requirements/Recommendations

- Aside from the mandatory dates/times referenced above in items 1-3, departments should conduct patrols during any time that data indicates there is an increased risk for the driving behavior being combatted. OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.
- In the absence of data regarding times of day, the STEP patrols should be conducted during commuting hours.
- STEP and Pedestrian/Bicycle patrols are encouraged to be 3-4 hours in length.
- Unless local data indicates otherwise, grant funded DUI patrols should be worked between 1800-0300; however, it is recommended that the majority of these patrols be worked from 2100-0300.
- DUI patrol shifts must be 4-6 hours in duration.

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*10-16-17*

- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state's pedestrian/bicycle laws. Patrols should be conducted year round with a focus on the summer months primarily in downtown locations during the evening commuting hours.
- Officers funded during these enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- Enforcement Grants are for overtime enforcement only.
- Departments will be reimbursed for actual hours worked.
- Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the mobilizations. Part-time officers will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief works the enforcement patrol, a community official must sign the Patrol Activity Report (HS-200) for them. Additionally, the Chief may not sign-off on the Patrol Activity Report if his/her spouse, child or sibling works the same enforcement patrol.
- Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a review or monitoring site visit.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).

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- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Departments must keep on file copies of summonses, documented stops/contacts, officers' time schedules written under this grant program, and all other pertinent information.
- Patrols must be one officer per cruiser; however, multiple cruisers may be out at one time.

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### Exhibit A (Continued)

1. The Office of Highway Safety (hereinafter referred to as The State) is awarding the Franklin Police Department (hereinafter referred to as the Subrecipient) \$8,296.08 for STEP Patrols, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement. **In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, Project #315-18B-089, including Exhibits B, C, and the provisions of Exhibit A excluding the Application, the provisions of the Grant Agreement shall govern.**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
<b>STEP PATROLS</b>	\$4,998.00	\$4,998.00			
<b>OPERATION SAFE COMMUTE</b>	\$2,827.01	\$2,827.01			
<b>JOIN THE NH CLIQUE</b>	\$471.07	\$471.07			
<b>Total Approved Costs (Include Non-Federal Share)</b>	\$8,296.08	\$8,296.08			

2. It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within **20 days** of the project termination date.
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

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## EXHIBIT B

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
STEP ENFORCEMENT	\$4,998.00
OPERATION SAFE COMMUTE	2,827.01
JOIN THE NH CLIQUE	471.07
Total	\$8,296.08

<b>Project Cost is 80% Federal Funds, 20% Applicant Share</b>
<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>FAIN Number:</b> FY 17 18X9204020NH17; FY 18 69A37518300004020NH0
<b>Project Title &amp; Number:</b> Franklin STEP #315-18B-089
<b>Funding Source; PSP &amp; Task #:</b> 18-03 PT 06
<b>Award Title:</b> Highway Safety Grant 402
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.600
<b>Is This a Research and Development Project (Yes or No):</b> NO
<b>In Kind Match:</b> \$2,074.02

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## 2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$8,296.08.
- b. At least quarterly, the Subrecipient shall submit the Overtime Payroll Reimbursement Form (HS-20) and Patrol Activity Reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 25% federal match for the total amount of the project (*25% of the federal award amount*).
- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:  
  
    **January 15<sup>th</sup>** for October-December (Quarter 1)  
    **April 15<sup>th</sup>** for January-March (Quarter 2)  
    **July 15<sup>th</sup>** for April-June (Quarter 3)  
    **October 15<sup>th</sup>** for July-September (Quarter 4)
- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Overtime Payroll Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Overtime Payroll Reimbursement Form (HS-20). In addition, the Chief may not sign off on the Overtime Payroll Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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## EXHIBIT C

### Special Provisions

#### U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA **Highway Safety Grant Funding Guidance** dated August, 2015 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. This document provides information on each of the grant programs.

**The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:**

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<https://fedgov.dnb.com/webform>)

#### **Appendix A to Part 1300— Certifications and Assurances for Highway Safety Grants (23 U.S.C.)**

##### **NONDISCRIMINATION**

(applies to subrecipients as well as States)

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The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100). The State highway safety agency—
- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance; Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority; Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance; Insert in all contracts and funding agreements with other State or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

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- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**POLITICAL ACTIVITY (HATCH ACT)**  
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite

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for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
(applies to subrecipients as well as States)

- None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
(applies to subrecipients as well as States)  
*Instructions for Primary Certification (States)*

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

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Date

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

***Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions***

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

***Instructions for Lower Tier Certification***

Grantee Initials \_\_\_\_\_

Date \_\_\_\_\_

Page 12 of 17



1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

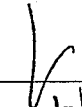
**BUY AMERICA ACT**

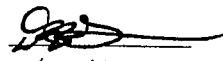
**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the

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Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS  
TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

- **Cash Management:** Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305. Failure to adhere to these provisions may result in the termination of draw-down privileges.

**Office of Management and Budget Grant Conditions:**

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds :** 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.
    - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
    - Entertainment costs are unallowable.

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- Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
- Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
  - 2 CFR 200 subpart E

## II. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the

Grantee Initials \_\_\_\_\_

Date \_\_\_\_\_

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the ~~Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).~~ Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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(J) See §200.322 Procurement of recovered materials.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: \_\_\_\_\_

Date: 10/17/17

Grantee Initials   L   \_\_\_\_\_

Date 10/17/17 \_\_\_\_\_

  JES    
10-16-17



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #10-18**

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.**

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

**WHEREAS**, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2018 which began July 1, 2017, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands the Police Department sought and received a 80% federal 20% in kind matching grant from the Office of Highway Safety called Franklin STEP Grant totaling \$10,370.00 for the purpose of specific directed patrols including seat belt and driving under the influence, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the 20% grant match is in kind and will be fulfilled through the current adopted budget, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to appropriate the federal portion of this grant totaling \$8,296, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, December 4, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 10-18 accepting the Franklin STEP grant from the Office of Highway Safety federal funding in the amount of \$8,296 and **authorizing an increase in FY2018 revenues:**

Grant Revenue - Police Acct. No. 01-2-103-33111-000 – Eight Thousand Two Hundred Ninety Six Dollars (\$8,296),

**And an increase in FY2017 expenditure accounts,**

Overtime Wages – Patrol Acct. No. 01-2-103-40140-000 – Six Thousand Three Hundred Thirty Nine Dollars (\$6,339),

Medicare – Patrol Acct No. 01-2-103-40225-000 – Ninety Two Dollars (\$92),

New Hampshire Retirement – Patrol Acct No. 01-2-103-40230-000 – One Thousand Eight Hundred Sixty Five Dollars (\$1,865),

**By a roll call vote.**

**Roll Call:**

<b>Councilor Barton</b>	_____	<b>Councilor Dzujna</b>	_____	<b>Councilor Ribas</b>	_____
<b>Councilor Clarenbach</b>	_____	<b>Councilor Giunta</b>	_____	<b>Councilor Wells</b>	_____
<b>Councilor Desrochers</b>	_____	<b>Councilor Moquin</b>	_____	<b>Councilor Zink</b>	_____

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

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, December 4, 2017 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #10-18, accept a grant from New Hampshire Department of Safety, Office of Highway Safety for Franklin Police Department in the amount of \$10,370.00 and appropriate federal portion of \$8,296.00.**

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

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



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



**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
*November 6<sup>th</sup> 2017 City Council Meeting*

**From:** Krystal Alpers, Parks and Recreation Director

**Subject:** Bessie Rowell Community Center Playground

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**Recommended Motion:**

**November 6<sup>th</sup>, 2017**

Council moves: **"I move the Franklin City Council schedule a public hearing on Resolution #11-18 at 6:00pm on December 4<sup>th</sup>, 2017 to accept and appropriate \$45,000 from the State of New Hampshire Land and Water Conservation Fund for the renovation of the Bessie Rowell Community Center Playground."**

**December 4<sup>th</sup>, 2017**

Councilor moves: **"I move the Franklin City Council accepts \$45,000 from the State of New Hampshire Land and Water Conservation Fund for the renovation of the Bessie Rowell Community Center Playground and adopt Resolution #11-18 by a roll call vote."**

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**Discussion:**

Since the Parks and Recreation Department moved to the Bessie Rowell Community Center, we have been working hard to create and maintain an indoor space that works for all the organizations within the building. We have addressed most of the concerns within the Community Center, now turning my focus to the playground.

The condition of the playground equipment at the Community Center is extremely poor. The equipment is run down, worn out, and has serious safety and accessibility concerns that have been identified in a report prepared by a certified playground safety inspector. The structures are in unacceptable condition with unsafe bolts and broken pieces protruding. Most of the equipment does not meet current safety standards. Some of the equipment has been subsequently removed leaving the children very little to play on. The oldest equipment on the playground is a swing set that was installed in the 1970's. One swing set was removed in October 2015. The most recent climber and stepping pods were placed on the playground in 2005 and is currently in need of significant repair. Once all the equipment deemed unsafe is removed, the children in the before and after school program and summer program will have a very small play structure geared for ages 2-5 years old in need of repair, 6 stepping pods, monkey bars and a small half climbing dome to use. Overall, the playground equipment is not adequate or safe for the number of children in our program or the greater community that uses it regularly.

The Parks and Recreation Department will improve the Bessie Rowell Community Center Playground by replacing outdated and unsafe playground equipment. The existing equipment and concrete footings will be removed from the site. The existing sand surfacing will be grated and

leveled. New holes will be dug for the footings and the new equipment will be placed. Safety surfacing will be installed.

The new playground will consist of a new playground structure, an eight bay swing set, and proper safety surfacing. The goal is to add some new elements while also tying in the existing elements that can be saved to create a fun and useful play space. The structure will have multiple slides and climbers at different heights for all ages and abilities and will also be ADA accessible. The structure is also spread out which will allow many children to play at one time and an eight bay swing set will be installed.

The current playground equipment is not accessible for individuals with a disability as it does not meet current ADA standards. In addition, the parking area is about 200 feet away. The new playground equipment will be ADA accessible and a new parking area will also be created to decrease the distance between the parking area and the playground facility. The proposed parking area will be regraded and leveled to accommodate the additional parking spaces. The area will then be paved with handicap spaces available.

**Fiscal Impact:**

I currently have \$33,427.99 saved for the Bessie Rowell Playground. This was raised through other smaller grants and fundraisers. The Land and Water grant is a 50/50 matching grant. Therefore, that leaves a deficit in the City's match of \$11,572.01. It is estimated that \$8,000.00 will be considered in-kind as part of the City's match to remove the old equipment, grade the existing site for the new equipment and prepare the parking area. The remaining \$3,572.01 will come from the Parks and Recreation Departments Revolving Fund.

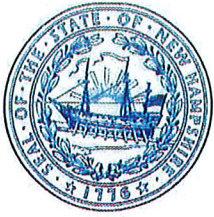
**Alternatives:**

If City Council does not accept the funds, we will remove the unsafe equipment and replace with a very small playground using the existing funds.

**Attachments/Exhibits:**

1. Resolution #11-18





STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: [www.nhstateparks.org](http://www.nhstateparks.org)

October 5, 2017

Kristal Alpers, Recreation Director  
12 Rowell Drive  
Franklin, NH 03235

**RE: Land & Water Conservation Fund (LWCF) Project #33-00709**

Dear Ms. Alpers;

Congratulations as we are pleased to inform you and the City of Franklin, that LWCF project #33-00709, Bessie Rowell Community Center Playground, has been approved by the National Park Service (NPS) with an open project period of September 22, 2017 through September 30, 2020. The total LWCF grant share obligated for this project is \$45,000.00, for which the Town has committed to a minimum 50/50 share of direct costs.

Enclosed you will find the following items:

- 2 State/Project Sponsor Project Agreements (signature items)
- 2 Project Sponsor Statement of Assurances (signature items)
- NPS Approved Proposal Description and Environmental Screening Form
- DRAFT 6(f)(3) boundary map (final version as signature item prior to closeout)
- LWCF State Assistance Program Manual
- LWCF General Provisions
- Federal/State Project Agreement

Please have all copies of the Project Agreement and Statement of Assurances signed by an authorized representative, then return one copy of each to this office and keep the remaining copies for your records. Per Section 6(f)(3) of the LWCF Act of 1965, funded properties must remain in public recreation use. This provision extends into perpetuity. As project sponsor the Town should retain these documents in a permanent file for future reference.

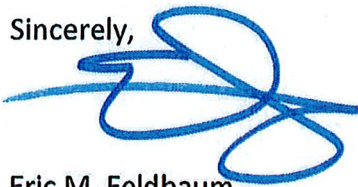
Please note, development within a LWCF project area should not commence until any necessary environmental permitting is completed; and any necessary resolutions with the State Historical Preservation Office, NH Fish and Game Department, and/or Natural Heritage Bureau regarding potential resource impacts area completed. Copies of the aforementioned should be provided to this office upon completion, otherwise some or all project expenses may not be reimbursable.

This office may conduct on-site project progress inspections at any time throughout the open project period. A progress report completed by this office will be required for any project sponsor's partial reimbursement request, and state's drawdown from the NPS grant account(s). The final reimbursement request will be required within 30 days of the project completion date or expiration, whichever comes first. This office will conduct the final inspection within this time period. Following the final inspection administrative and financial closeouts of the grant will be performed by this office for submittal to the NPS. Additional requirements may apply.

To avoid potential issues of non-compliance please maintain an open dialogue with this office regarding the advancement of the project. Any project amendments, including but not limited to significant changes in the scope or budget, must be reviewed by this office prior to implementation as they may require NPS approval.

We look forward to working with the Town towards the completion of this project and the further enhancements it will bring to the legacy of public recreation within the State of New Hampshire. We also thank the Town for its share of investment and continued commitment to public recreation through this project.

Sincerely,



Eric M. Feldbaum  
Community Recreation Specialist/ASLO

Enclosures

CC: Jeffrey J. Rose, Commissioner/SLO, NH DNCR  
Philip A. Bryce, Director/ASLO NH Division of Parks and Recreation



**STATE of NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
LAND and WATER CONSERVATION FUND  
STATEMENT OF ASSURANCES**

We, the City of Franklin, the Sponsor of the Bessie Rowell Community Center Playground project, #33-00709, as a political subdivision of the State of New Hampshire qualified to participate in the federal LAND AND WATER CONSERVATION FUND program (16 USC 4601), do hereby assure that:

- A. No financial assistance has been given or promised to the sponsor under any other federal program with regard to this project unless specifically identified in the project proposal.
- B. The sponsor has the legal authority to apply for, accept, and expend the federal funds involved for the purposes intended and to accomplish the objective of the program as described in the Project Agreement.
- C. The sponsor understands that qualification and approval of this proposal by the New Hampshire State Liaison Officer does not in itself constitute an obligation or award of requested funds, and does not guarantee that funds will necessarily be made available for the project, or that the project will be qualified and approved by the National Park Service.
- D. The sponsor will provide site plans, engineering and construction plans, and development specifications before actual work is started on a project, as requested, to the New Hampshire State Liaison Officer and/or the National Park Service.
- E. The sponsor will require competitive open bidding including formal advertisement, sealed bids, and public bid opening for all construction or site work contracts involving a total of \$25,000 or more (in any combination of federal and non federal funds) that will be paid to any one vendor. If other federal funds are used to match the Land and Water Conservation Fund grant, the federal prevailing wage rate requirements of the Davis-Bacon Act will be used, as applicable. Failure to award to the lowest bidder must be documented, justified, and approved prior to award by the National Park Service.
- F. The sponsor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, from procurement (purchasing) for this project, per Executive Order 12549, 43 CFR 12.
- G. Title to the land area affected by the project is/will be owned or legally controlled by the project sponsor and is clear of any known lien, deed restriction or condition, easement, reversionary or other right or interest which, if exercised, could adversely affect the recreational use of the area by the general public.

- H. No federal appropriated funds have been or will be used for lobbying activities in connection with this grant.
- I. That no person shall be excluded from participation in, denied the benefits, or otherwise subjected to discrimination on the basis of:
- Race, color or national origin (Title VI, Civil Rights Act of 1964, 43 CFR 17).
  - Disability (Architectural Barriers Act of 1968, the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990).
  - Age (Age Discrimination Act of 1975).

Any person who believes that he or she has been discriminated against should contact:

Office of the Commissioner  
New Hampshire Department of Natural and Cultural Resources  
172 Pembroke Road  
Concord, N.H. 03301-5767

Director, Equal Opportunity Program  
U.S. Department of the Interior  
National Park Service  
PO Box 37127  
Washington, D.C. 20013-7127

- J. The sponsor will not discriminate on the basis of residency, including preferential reservation or membership systems and annual permit systems, with respect to property acquired or developed under this program. Reasonable differences in admission and other daily, seasonal, and annual fees not to exceed a 2:1 non-resident: resident ratio can be applied.
- K. The sponsor will make every effort to bury, screen or relocate existing overhead utility lines at the project site. Any utility lines added to the project site in the future will be underground.
- L. Property acquired or developed under this project will be retained and used for public outdoor recreation purposes. No conversions to uses other than outdoor recreation, or disposal of any part of the property in the future will be permitted without adequate substitution and replacement approved by the New Hampshire State Liaison Officer and the National Park Service.
- M. The sponsor has the intent and the ability to finance the operation and maintenance of the area or facility being acquired or developed, according to standards acceptable to the New Hampshire State Liaison Officer and the National Park Service, for the life of the project or so long as required.

- N. The sponsor accepts the obligation to comply with applicable laws, rules, regulations, terms and conditions of the New Hampshire State Liaison Officer and the National Park Service in effect at the time of the approval of the Project Agreement.
- O. The sponsor will maintain one central file for the purpose of federal audit and programmatic review, including all financial records, correspondence, and other documentation for a period of three years following the receipt of final project reimbursement. A permanent file should be established for future information purposes.

SPECIAL NOTE

This Statement of Assurances is a summary and highlight of the terms, conditions, and requirement of:

The Project Agreement, with attached General Provisions, for this project.

The Land and Water Conservation Fund State Assistance Program Manual prepared by the U.S. Department of the Interior, National Park Service.

which are incorporated herein by reference.

STATE OF NEW HAMPSHIRE

By: \_\_\_\_\_

(Signature)

NH Department of Natural and Cultural  
Resources,  
Alternate State Liaison Officer to the  
National Park Service

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

10/3/2017

PROJECT SPONSOR

City of Franklin

(Political Subdivision)

(Signature)

(Name)

(Title)

(Date)

YKL

Krystal Alpers

Parks + Recreation Director

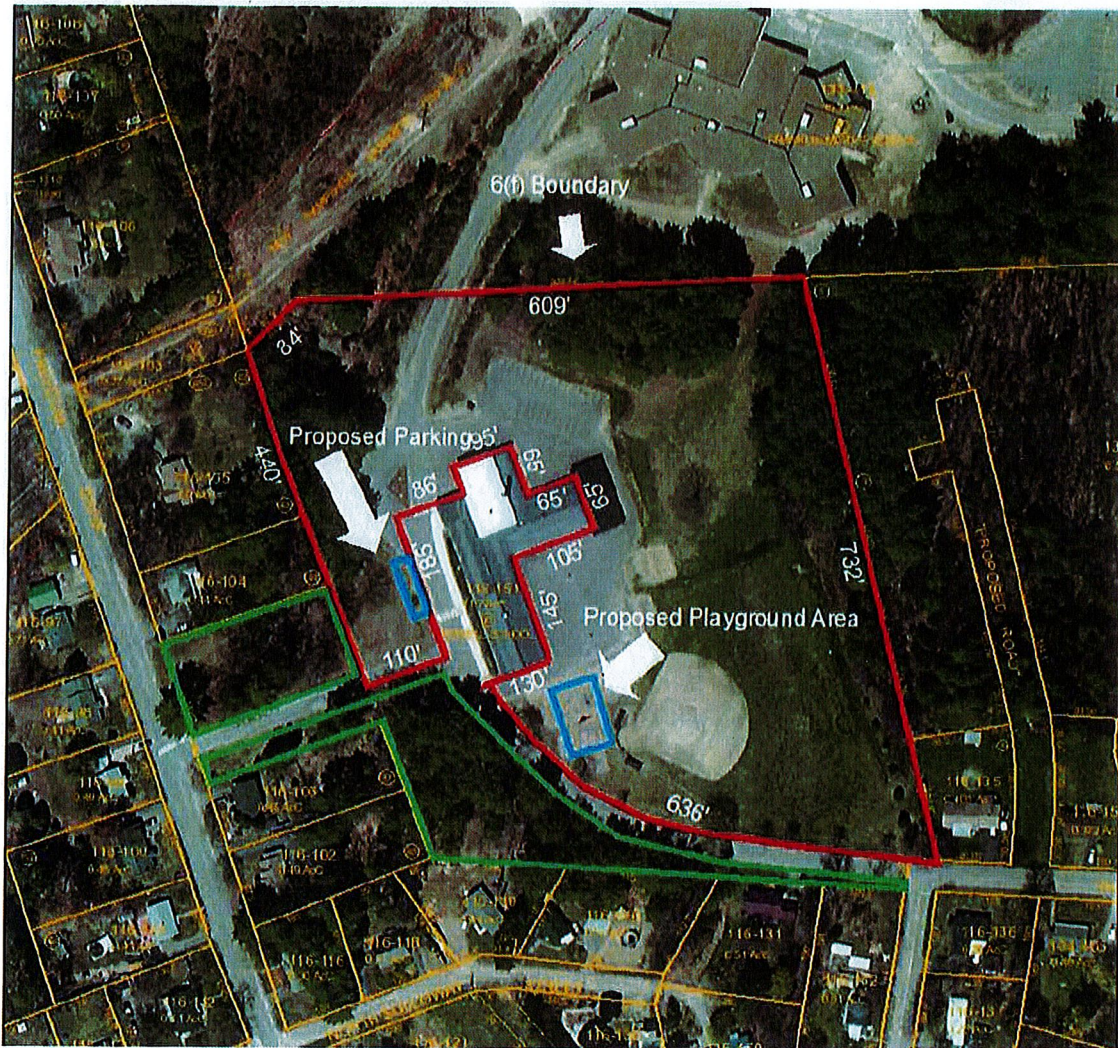
10/9/17



# Bessie Rowell Community Center

## 6(f) Boundary Map

**DRAFT**



The above map depicts a more accurate 6(f) boundary line measurement based on current GIS Mapping while working with the estimated measurements taken from the hand drawn 6(f) boundary map relating to project number 33-00404.

The area outlined in green represents City owned property that is not currently in the 6(f) boundary line.

The City for Franklin assumed control of the property in 2011 when the school shut the building down. There were not any formal transferring documents.

In 1987, the school built a 3,600 square foot addition into the 6(f) boundary line. Since the City of Franklin has assumed control of the building, approximately 5,500 square feet of indoor space has been repurposed from classroom and cafeteria space into recreational use space. In addition the restrooms are located inside the building and are open to the public for use.

**Grant Agreement**

P17AP00499/33-00709

Between

THE UNITED STATES DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE

AND

NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

DUNS No.: 07345183800

172 Pembroke Road

Concord, New Hampshire 03301-5767

Merrimack County

---

CFDA: 15.916

Project Title: BESSIE ROWELL COMMUNITY CENTER PLAYGROUND

Amount of Federal Funds Obligated: \$45,045.00

Total Amount of Award: \$90,090.00

Period of Performance: 09/22/2017 – 09/30/2020

This Grant Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and the New Hampshire Department of Natural and Cultural Resources (Recipient).

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The City of Franklin owns and maintains the Bessie Rowell Community Center. There is an existing playground at the center which is weathered and out-of-date. The existing playground will be removed with the exception of one small structure, the area will be regraded, and a new playground will be installed in the same location. The new playground will provide children and youth in the City of Franklin an exciting and safe way to enjoy the outdoors and exercise. Due to high poverty rates in the area, parents will have the option to spend time with their children in an outdoor environment with no expenses. The City of Franklin successfully completed one LWCF grant at this park. The New Hampshire Department of Natural and Cultural Resources has a positive record of managing LWCF projects by creating partnerships with New Hampshire communities and providing technical assistance to ensure project success.

**ARTICLE II – AUTHORITY**

NPS enters into this Agreement pursuant to the Land and Water Conservation Fund Act of 1965 (P.L. 88-578) as codified at 54 USC §200305.

**ARTICLE III – STATEMENT OF WORK**

A. The Recipient agrees to:



1. Remove the existing playground with the exception of one small structure
  2. Construct a new playground in the same location as the old including, swings, half-dome, climbers, and motion items
  3. Apply impact-rated wood chips
  4. Add 6 additional parking spaces
- B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, and technical assistance at the request of the recipient.

#### **ARTICLE IV – TERM OF AGREEMENT**

The Agreement is effective on 09/22/2017 (Effective Date) through 09/30/2020 (Expiration Date), unless terminated earlier per Article XIV and XVI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

#### **ARTICLE V – SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT**

An audit set-aside rate of 0.1% is added to the base of this award. This rate is included in the LWCF portion and matched by the State.

#### **ARTICLE VI – PRE-AWARD INCURRENCE OF COSTS**

Not Applicable

#### **ARTICLE VII – KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Awarding Officer (AO):

Gwenevere P. Smith  
Chief, Recreation Programs Branch  
National Park Service  
Southeast Regional Office  
100 Alabama Street, SW 1924 Bldg.  
Atlanta, GA 30303  
Phone: (404) 507-5800  
Fax: (404) 562-3246

gwen\_smith@nps.gov

Program Officer:

J. Jacob Gauthier  
Program Officer  
National Park Service  
Southeast Regional Office  
100 Alabama Street, SW 1924 Bldg.  
Atlanta, GA 30303  
Phone: (404) 507-6844  
Fax: (404) 562-3246  
jacob\_gauthier@nps.gov

**2. For the Recipient:**

Jeffrey J. Rose  
SLO  
State of New Hampshire  
Department of Natural and Cultural Resources  
Division of Parks and Recreation  
172 Pembroke Road  
Concord, NH 03301  
Phone: (603) 271-3556  
Fax: (603) 271-3553  
Jeffrey.Rose@dred.nh.gov

Eric Feldbaum  
ASLO/Community Recreation Specialist  
State of New Hampshire  
Department of Natural and Cultural Resources  
Division of Parks and Recreation  
172 Pembroke Road  
Concord, NH 03301  
Phone: (603) 271-3556  
Fax: (603) 271-3553  
Eric.Feldbaum@dred.nh.gov

Vasilios Gegas  
Program Specialist  
State of New Hampshire  
Department of Natural and Cultural Resources  
Division of Parks and Recreation  
172 Pembroke Road  
Concord, NH 03301

Phone: (603) 271-3556

Fax: (603) 271-3553

Vasilios.Gegas@dred.nh.gov

- B. **Communications.** Recipient shall address any communication regarding this Agreement to the Program Officer with a copy to the AO. Communications that relate solely to technical matters may be sent only to the Program Officer.

#### ARTICLE VIII – AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$45,045.00 for the Statement of Work described in Article III and in accordance with the Applicant's submitted SF-424A/SF-424C and Budget Narrative, which the NPS has approved and is incorporating by reference.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Under most circumstances, payments on grants will be handled on a reimbursement basis. Sponsors seeking a cash advance for a project must first make a request to the AO for an exception.
  2. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the Department of Treasury's Automated Standard Application for Payments (ASAP). Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  3. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  4. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  5. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional

information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
- D. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement unless specifically approved as a pre-award cost or with prior approval from the NPS AO via a Waiver of Retroactivity, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget of the project. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. **Travel Costs.** Not Applicable
- F. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless a copy of the approved negotiated indirect cost rate has been submitted with the application and costs are specifically included as a line item in the approved budget incorporated into the award.
- G. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

#### ARTICLE IX – COST-SHARING REQUIREMENT

At least 50% non-Federal cost-share is required for costs incurred under this Agreement.

#### ARTICLE X – APPROVED INDIRECT RATE

Not Applicable

#### ARTICLE XI – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions in accordance with 2 CFR 200.308.

## **ARTICLE XII – REPORTS AND/OR DELIVERABLES**

- A. Specific projects, tasks or activities for which funds are reimbursed will be tracked and reported by annual submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end date shall be used for interim reports September 30. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Annual and final reports shall be submitted no later than 90 days after project is completed or the grant end period date, whichever comes first. All reports shall be submitted via email to the NPS Program Officer with a copy to the AO.
- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

## **ARTICLE XIII – REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

Not Applicable

## **ARTICLE XIV – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be requested in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338 and the LWCF Assistance Manual ([https://www.nps.gov/subjects/lwcf/upload/lwcf\\_manual.pdf](https://www.nps.gov/subjects/lwcf/upload/lwcf_manual.pdf)).
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342 and the LWCF Assistance Manual.

## **ARTICLE XV – GENERAL AND SPECIAL PROVISIONS**



**A. General Provisions**

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

a) **Administrative Requirements:**

*2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

b) **Determination of Allowable Costs:**

*2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

c) **Audit Requirements:**

*2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

d) **Code of Federal Regulations/Regulatory Requirements:**

*2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;*

*2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;*

*43 CFR 18, “New Restrictions on Lobbying”;*

*2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;*

*FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;*

*2 CFR Part 25, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and*

*2 CFR Part 170, “Reporting Subawards and Executive Compensation”;*

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C.

§§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is

not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implanting regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

**B) Special Provisions**

**1) Public Information and Endorsements**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
  - b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
  - c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
  - d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
  - e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no

agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337. With respect to 2 CFR 200.333(c), “final disposition” as it relates to real property acquired or developed with LWCF funds is considered to mean once the property is approved for conversion (i.e., as long as there is an LWCF interest in a property the records for it must be maintained).
- 5) **Audit Requirements**
  - a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=d iv6>
  - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year; but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
  - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.



- 6) **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).

a) Provisions applicable to a recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
    - a. Associated with performance under this award; or
    - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.

b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.

c) Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d) Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards;  
or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
- i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
  - ii. Includes:
    - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - b. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**10) Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**

- a. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

- b. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c. The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

**11) Reporting Subawards And Executive Compensation**

a) Reporting of first-tier subawards.

- 1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
- 2. Where and when to report.
  - i. You must report each obligating action described in paragraph A.I. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b) Reporting Total Compensation of Recipient Executives.

- 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. The total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. In the preceding fiscal year, you received—



- a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
- i. As part of your registration profile at <https://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
- 1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - i. In the subrecipient's preceding fiscal year, the subrecipient received—
      - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions.
  - 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
    - i. Subawards, and
    - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For purposes of this award term:
  - 1. Entity means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance

with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**12) Conflict of Interest**

- a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR

§ 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

## **ARTICLE XVI – LWCF PROVISIONS**

### **Part I – Definitions**

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

### **Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.



- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XV.A.2.
  2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

### Part III - Project Assurances

#### A. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

#### B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.

6. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

#### C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant

by the Service.

2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

#### D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
2. Within 90 calendar days after completing the project or after the end of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XII of this Agreement for approval by the Service prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon

completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.

4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

#### **ARTICLE XVII – ATTACHMENTS INCORPORATED BY REFERENCE**

The following completed documents are attached to and made a part of this Agreement:

- |               |   |
|---------------|---|
| Attachment A. | LWCF Federal Financial Assistance Manual, Volume 69 |
| Attachment B. | SF-424 – Application for Federal Assistance         |
| Attachment C. | SF-424C – Budget Information –Construction Programs |
| Attachment D. | SF-424D – Assurances –Construction Programs         |
| Attachment E. | Project Application and Attachments                 |
| Attachment F. | 36 CFR Part 59                                      |

The Standard Forms (SF) can be downloaded electronically at [www.grants.gov](http://www.grants.gov) or by contacting the NPS Awarding Officer.

**ARTICLE XVIII – SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**



Eric Feldbaum

10/3/2017  
Date

*for* Jeffery J. Rose  
Commissioner, State Liaison Officer

**FOR THE NATIONAL PARK SERVICE**



Gwenevere P. Smith  
Awarding Officer

09/19/2017  
Date



**LAND AND WATER CONSERVATION FUND  
PROJECT AGREEMENT GENERAL PROVISIONS**

**Part I - Definitions**

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

**Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
  2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

### Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements

with State and Local Governments;

- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;

- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
  - (1) Place minority and women business firms on bidder's mailing lists.
  - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
  - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
  - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

*The undersigned certifies, to the best of his or her knowledge and belief, that:*

*(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*

*(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,*

*the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.*

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

#### H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

*The grantee certifies that it will or continue to provide a drug-free workplace by:*

*(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

*(b) Establishing an ongoing drug-free awareness program to inform employees about:*

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

*(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);*

*(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

*(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;*

*(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;*

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

*(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).*



The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

*The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.*

*THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.*

*If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.*

*THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.*

*The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.*

J. Debarment and Suspension

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

*(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*

*(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;*

*(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;*

*(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and*

*(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.*

*(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions**

*(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

*(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.*



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #11-18**

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.**

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

**WHEREAS**, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2018 which began July 1, 2017, and;

**WHEREAS**, the City Council recognizes the repairs and improvements needed to the playground area at Bessie Rowell Community Center, and;

**WHEREAS**, the City has been awarded a federal grant from the New Hampshire Land & Water conservation fund in the amount of \$45,000 for the Bessie Rowell Community Center playground which must be matched in full by the City, and;

**WHEREAS**, the City Parks & Recreation department has raised the match funding through other smaller nonfederal grants, fundraising, in kind services and through the parks & recreation revolving fund, and;

**WHEREAS**, the City Council wishes to accept and appropriate the federal grant, Now,

**THEREFORE BE IT RESOLVED**, that at the scheduled meeting of the City Council on Monday, December 4, 2017, the City Council of the City of Franklin, New Hampshire does hereby vote to adopt Resolution #11-18, accepting the grant funds from the State of New Hampshire Land & Water Conservation Fund, authorizing the Acting City Manager to execute all grant documents and hereby authorizes the following non lapsing appropriations,

**An increase in revenues:**

Acct# 01-5-000-33110-440 Federal Capital Grant – Land & Water Conservation Fund – Forty Five Thousand Dollars (\$45,000),

**And an increase in expenditures:**

Acct# 01-5-211-40439-440 Parks & Recreation Other Contracted Services Wages – Land & Water Conservation Fund – Forty Five Thousand Dollars (\$45,000)

**By a roll call vote.**

**Roll Call:**

<b>Councilor Barton</b>	_____	<b>Councilor Dzujna</b>	_____	<b>Councilor Ribas</b>	_____
<b>Councilor Clarenbach</b>	_____	<b>Councilor Giunta</b>	_____	<b>Councilor Wells</b>	_____
<b>Councilor Desrochers</b>	_____	<b>Councilor Moquin</b>	_____	<b>Councilor Zink</b>	_____

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

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, December 4, 2017 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #11-18, accept and appropriate \$45,000 from the State of New Hampshire Land and Water Conservation Fund for the renovation of the Bessie Rowell Community Center Playground.**

**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 V**





**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*November 6<sup>th</sup>, 2017 City Council Meeting*

**From:** Krystal Alpers, Parks and Recreation Director

**Subject:** City Council to consider re-allocating funds from the Bessie Rowell Community Center Capital Reserve Fund for new blinds in the Community Center.

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**Recommended Motions:**

**November 6<sup>th</sup>, 2017**

Councilor moves: **"I move the Franklin City Council schedule a public hearing on Resolution 12-18 at 6:00pm on December 4<sup>th</sup>, 2017 to re-allocate \$4,700 in FY2018 capital appropriation and appropriate an additional \$7,717 from the Bessie Rowell Community Center Capital Reserve Fund to replace the blinds at the Bessie Rowell Community Center."**

**December 4<sup>th</sup>, 2017**

Councilor moves: **"I move the Franklin City Council adopts Resolution 12-18 re-allocating \$4,700 from the \$7,000 brick repointing work budgeted in the FY 18 budget process and add an additional \$7,717 for a total of \$12,417 from the Bessie Rowell Community Center Capital Reserve to replace the blinds at the Bessie Rowell Community Center."**

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**Discussion:**

Since the Parks and Recreation Department moved to the Bessie Rowell Community Center, we have been working hard to create and maintain an indoor space that works for all the organizations within the building. We have addressed most of the concerns however, one main item that has not been addressed is all the rooms came with blinds in the windows and almost all of them do not work. We are not able to close them on the Parks and Rec side where the sun sets in the afternoon, making it very hot and hard to see. Tiny Twisters is not able to close the blinds in their area for nap time and have placed temporary curtains which do not meet fire code and Head Start has the same problem the Parks and Rec does but in the morning. Above all, if there was an emergency and we needed to go into lock down, we would have no way of closing the blinds to the rooms. All of the rooms at the Community Center have a significant amount of window coverage making it impossible to find an area blocked to the outside should we go into lockdown.

In FY17, we took \$7,000 out of the capital reserve to repoint the brick work on half of the building and another \$7,000 in FY18 for the other half of the building. The contractor was able to do about  $\frac{3}{4}$  of the building with the FY17 \$7,000 and will need \$2,300 of the FY18 \$7,000 to complete the remaining  $\frac{1}{4}$  of the building. Therefore, I am requesting the remaining \$4,700 be reallocated for replacement blinds for the Community Center.

I am also requesting an additional \$7,717.35 from the Bessie Rowell Community Center Capital Reserve Fund in an effort to replace all the blinds at once.

**Fiscal Impact:** There is currently \$61,852 in the capital reserve account. An additional \$20,000 will be added in the FY18 budget totaling \$81,852. This total does not reflect the budgeted \$7,000 that has been allotted for the pointing of the brick work. If we move forward with replacing the blinds, that will leave \$67,134.65 once we bring in the expected revenue and expend the funds as proposed on the pointing and the blinds.

**Attachments/Exhibits:**

1. Resolution #12-18

Name: Franklin Parks and Recreation  
Street: 12 Rowell Drive  
City/State/Zip: Franklin, NH 03235  
Best Tel:  
Attn: Krystal Alpers

10/25/17 is QUOTE DATE  
11/8/17 is when Quote Expires



11 Spruce St.  
Bedford, NH 03222  
T: 603-744-5405

# QUOTE

Authorized by: Laura Chabot: Lchabot@budgetblinds.com

Quote Title: Franklin Parks and Recs - rollers

SEE APPLICABLE NOTES FOR THIS QUOTE ON PAGE 2

No.	Location	I/O	Item Description	Unit Price		Extended		Less		Unit		Extended	
				MSRP	QTY	MSRP	Total	Disc		Net	S&H	Net Price	Total
1	105 - P&R Main off - larger windows	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$212.00	2	\$424.00		35%		\$137.80	10.00	\$285.60	
2	105 - P&R Main off - smaller windows	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$307.00	6	\$1,842.00		35%		\$199.55	30.00	\$1,227.30	
3	108 - P&R - Directors off	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$212.00	3	\$636.00		35%		\$137.80	15.00	\$428.40	
4	109 - P&R - game room	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	4	\$1,436.00		35%		\$233.35	20.00	\$953.40	
5	110 - P&R - activity 1	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	4	\$1,436.00		35%		\$233.35	20.00	\$953.40	
6	111 - P&R - activity 2	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	2	\$718.00		35%		\$233.35	10.00	\$476.70	
7	111B - P&R - arts and crafts	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	2	\$718.00		35%		\$233.35	10.00	\$476.70	
8	112 - P&R - fitness	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	4	\$1,436.00		35%		\$233.35	20.00	\$953.40	
9	113 - head start socialization	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	4	\$1,436.00		35%		\$233.35	20.00	\$953.40	
10	114 - head start - franklin II - small window	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$219.00	1	\$219.00		35%		\$142.35	5.00	\$171.35	
11	114 - head start - franklin II - large window	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	3	\$1,077.00		35%		\$233.35	15.00	\$715.05	
12	118 - head start - franklin I - small window	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$219.00	1	\$219.00		35%		\$142.35	5.00	\$171.35	
13	118 - head start - franklin I - large window	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	3	\$1,077.00		35%		\$233.35	15.00	\$715.05	
14	121 - head start - teachers room	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	1	\$359.00		35%		\$233.35	5.00	\$238.35	
15	122 - tiny twisters office	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	2	\$718.00		35%		\$233.35	10.00	\$476.70	
16	124 - tiny twisters tropical treasurs	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	2	\$718.00		35%		\$233.35	10.00	\$476.70	
17	125 - tiny twisters mini monsoons	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	2	\$718.00		35%		\$233.35	10.00	\$476.70	
18	126 - tiny twisters hurricane hunt	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	2	\$718.00		35%		\$233.35	10.00	\$476.70	
19	127 - tiny twisters puddle jump - small window	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$219.00	1	\$219.00		35%		\$142.35	5.00	\$171.35	
20	127 - tiny twisters puddle jumpers - large window	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	1	\$359.00		35%		\$233.35	5.00	\$238.35	
21	trip center	I	Enlighted Style blackout roller shade, lighthouse, fire retardant, continuous loop control, no valance	\$359.00	4	\$1,436.00		35%		\$233.35	20.00	\$953.40	

Total MSRP for Total QTY of Shades: 54 \$17,919.00  
Subtotal Extended Net Product Price:  
Subtotal, Shipping/Handling:  
Installation Charges:  
Deinstallation:  
Other Charges (as described):

\$11,647.35  
270.00  
250.00  
250.00

NET QUOTE TOTAL: \$12,417.35

- Applicable Notes:
- 75% Deposit required at time of order; balance due on day of install.
  - When customer is not present for installation, keyed access must be provided in advance.
  - Normal weekday installation is scheduled approximately 3 weeks ARO.
  - Weekend or after hour installations are available for additional fees.
  - Orders placed following quotation expiration date may require updated pricing/re-quote.

SPECIAL REQUIREMENTS APPLICABLE TO THIS ORDER, Referred to as, "PAGE THREE" :

Quote Title: Franklin Parks and Recs - rollers

Date of Quote: 10/25/17

Quote Valid for 14 days unless otherwise specified.

www.budgetblinds.com/centralNH



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #12-18**

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2018.**

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

**WHEREAS**, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2018 which began July 1, 2017, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to replace all blinds at the Bessie Rowell Community Center, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire established a capital reserve fund for the Bessie Rowell Community Center into which each entity occupying the building contributes \$5,000 annually (totaling \$20,000 in annual contributions), and;

**WHEREAS**, The City Council of the City of Franklin, New Hampshire recognizes that the brick repointing work budgeted in the FY2018 City budget was completed leaving a balance of \$4,700, and;

**WHEREAS**, the City Council of the City of Franklin wishes to utilize the remaining capital reserve appropriation from the FY2018 budget and appropriate an additional amount of the Bessie Rowell Community Center capital reserve fund (\$61,852.05 balance as of 8/31/17) to pay the remaining balance of replacing the blinds, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, December 4, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 12-18, allowing the use of the remaining Bessie Rowell Community Center capital reserve appropriation for brick repointing (\$4,700) and authorizing an increase in FY18 revenue:

Transfer in from capital reserve fund Acct No. 01-0-000-39150-000 – Seven Thousand Seven Hundred Seventeen Dollars (\$7,717),

And an increase in expenditure account,

Buildings – Bessie Rowell Community Center Acct. No. 01-9-012-40720-000 – Seven Thousand Seven Hundred Seventeen Dollars (\$7,717),

**By a roll call vote.**

**Roll Call:**

<b>Councilor Barton</b>	_____	<b>Councilor Dzujna</b>	_____	<b>Councilor Ribas</b>	_____
<b>Councilor Clarenbach</b>	_____	<b>Councilor Giunta</b>	_____	<b>Councilor Wells</b>	_____
<b>Councilor Desrochers</b>	_____	<b>Councilor Moquin</b>	_____	<b>Councilor Zink</b>	_____

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

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, December 4, 2017 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #12-18, re-allocate \$4,700 in FY2018 capital appropriation and appropriate an additional \$7,717 from the Bessie Rowell Community Center Capital Reserve Fund.**

**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 VI**





**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*November 6, 2017*

**From:** David B. Goldstein, City of Franklin Police Chief

**Subject:** City Council to consider the adoption of City Ordinance 09-18 establishing guidelines for the use of police officers and non-police traffic control personnel (i.e., “flaggers”) within the city limits of the City of Franklin

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**Recommending motions:**

**November 6, 2017**

Councilor moves: **“I move that the Franklin City Council set a public hearing for Monday, December 4, 2017 at 6pm regarding the adoption of City Ordinance 09-18 establishing guidelines for the use of police officers and/or non-police traffic control personnel (i.e., “flaggers”) within the city limits of the City of Franklin.”**

**December 4, 2017**

Councilor moves: **“I move that the Franklin City Council adopts of City Ordinance 09-18 establishing guidelines for the use of police officers and/or non-police traffic control personnel (i.e., “flaggers”) within the city limits of the City of Franklin.”**

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**Discussion:** The Police Department will enter into a collaborative working agreement with the Municipal Services Department concerning the use of police officers and/or non-police traffic control personnel (“flaggers”) on construction, utility, etc. projects occurring within the city limits of the City of Franklin.

In order to facilitate the foregoing, the Franklin Police Department and the Municipal Services Department will implement protocols and procedures to monitor projects in which police and/or non-police traffic control personnel are used.

**Fiscal Impact:** The initiative is funded by either overtime monies as in the case of a city project or detail monies billed to the respective companies, agencies, utilities, etc. requiring the use of traffic control personnel.

**Alternatives:** The City of Franklin declines to approve the motion.

**Attachments/Exhibits:** Ordinance 09-18



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

316 Central Street  
Franklin, NH 03235

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

**ORDINANCE #09-18**

**AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:**

**In the Year of our Lord, Two Thousand Seventeen;**

**Be it ordained by the City Council of the City of Franklin that the Franklin Municipal Code, Chapter 284, Vehicles and Traffic, be amended to add a new section following § Article VII Section 284-38 to be known as § Article VIII section 284-39 as follows:**

**Article VIII Uniformed Police Required**

**§ Section 284-39 Flaggers**

Prior to the commencement of any activity such as, but not limited to the laying or installation of sewer, electrical, telephone, gas or water lines or any type of telecommunications equipment, cable, TV or any other type of underground utility or the installation of above ground utilities, or tree work which would interfere with the normal and regular flow of traffic within the City of Franklin, the primary contractor responsible for the conduct of the work performed upon the site, may be required to employ uniformed police officer(s) to control traffic, provided any of the following conditions exist:

- a. Construction, reconstruction, excavation, paving or any other type of work on or upon a way in the City of Franklin, or construction of new streets.
- b. Construction which will significantly affect the flow of traffic; or
- c. When the street is primarily controlled by a traffic light or signal, which will become ineffective in the proper control of traffic due to the existence of construction activity.

In addition to the conditions enumerated above, the Director of Municipal Services Department and/or Chief of Police, in their discretion may require the primary contractor to employ uniformed police officer(s) when the normal and ordinary flow of traffic or presents conditions which adversely affects public safety and convenience.

The Chief of Police or his/her designee may, upon examination of the work site, waive the requirement to employ uniformed police officer(s) if in his/her opinion it is not necessary for the public safety and convenience.

This ordinance shall not apply to work that is being done by the City of Franklin Municipal Services Department or the State of New Hampshire if empowered by statute.

In the event that any provision of this section is violated, the Director of Municipal Services Department or the Chief of Police is empowered to issue a work stoppage order against the contractor or his/her employees; such work stoppage shall remain in effect until there is strict compliance of the ordinance. In addition the fine amount shall not exceed \$250.00 per day and shall be assessed each day the violation continues.

**By a roll call vote.**

**Roll Call:**

<b>Councilor Barton</b>	_____	<b>Councilor Dzujna</b>	_____	<b>Councilor Ribas</b>	_____
<b>Councilor Clarenbach</b>	_____	<b>Councilor Giunta</b>	_____	<b>Councilor Wells</b>	_____
<b>Councilor Desrochers</b>	_____	<b>Councilor Moquin</b>	_____	<b>Councilor Zink</b>	_____

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

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, December 4, 2017 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Ordinance #09-18, establishing guidelines for the use of police officers and/or non-police traffic control personnel (i.e. “flaggers”) within the city limits of the City of Franklin.**

**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 VII**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting 4 December 2017*

**From:** Chief David Goldstein, City of Franklin Police Chief

**Subject:** City Council to consider the approval of Ordinance # 10-18, to revise existing Chapter 284-12, Parking; prohibited practices, Chapter 284-13, Parking restrictions, Chapter 284-16, Violations and penalties, Chapter 284-18 Penalty payment procedure and Chapter 284-20, Fines of the Municipal Code by removing all language that is struck and adding language.

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**Recommended motions:**

**December 4, 2017**

Councilor Moves: ***"I move that the Franklin City Council set a Public Hearing for Ordinance #10-18 at 6:00 P.M. on January 8, 2018 to be held in the Council Chambers at Franklin City Hall."***

Mayor calls for a second, discussion and the vote.

**January 8, 2018**

Councilor moves: ***"I move that the Franklin City Council adopt Ordinance #10-18 accepting the amendment of the Franklin Municipal Code Chapter 284 "Vehicles and Traffic".***

Mayor calls for a second, discussion and the vote.

**Discussion:**

On Tuesday, October 31, 2017, the Legislative Committee met to review proposed ordinance changes to the Franklin City Code Chapter 284 "Vehicles and Traffic" for providing the amendment of verbiage and clarity.

**Concurrences:**

The three member Legislative Committee unanimously voted to direct the Acting City Manager to draft a proposed ordinance relating to the above.

**Alternatives:**

The City of Franklin declines to approve the amendment of the Franklin Municipal Code Chapter 284 "Vehicles and Traffic".

**Attachments:**

Ordinance 10-18



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

316 Central Street  
Franklin, NH 03235

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

**ORDINANCE #10-18**

**AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:**

**In the Year of our Lord, Two Thousand Eighteen;**

**Be it ordained by the City Council of the City of Franklin to revise existing Chapter 284-12, Parking; prohibited practices, Chapter 284-13, Parking restrictions, Chapter 284-16, Violations and penalties, Chapter 284-18 Penalty payment procedure and Chapter 284-20, Fines of the Municipal Code by removing all language that is struck and adding language that is bold:**

§ 284-12\_Parking; prohibited practices.

**A. Night Parking**

No vehicle shall be parked on a public street to remain continuously so parked during the period from 12:00 midnight to sunrise, except in case of emergency, and any vehicle so parked during the period from 12:00 midnight to sunrise shall, at the discretion of the Police Department, be towed away at the expense of the owner of said vehicle.

**B. Snow Removal**

No vehicle shall be parked on a public street between the hours of 9:00 p.m. and 6:30 a.m. during snowstorms, during snowplowing operations by the city or its agents or during snow removal operations by the city or its agents. In addition to the penalties provided by this article, any vehicle found parked contrary to the provisions of this subsection shall, at the discretion of the Police Department or Municipal Services Department, be towed away at the expense of the owner of said vehicle.

[Amended 9-14-1998 by Ord. No. 98-4]

**C. Winter Parking Ban- Streets**

No person owning or operating any type of motor vehicle or carriage or having in his or her charge any motor vehicle or carriage shall cause or allow said vehicle to remain standing or parked within the limits of any street in the city in such a manner that said vehicle will interfere with or impede the plowing of snow from the surface of said street, and so-called all-night parking on any street in the city is hereby prohibited during the months of January, February, March, April, November and December.

**D. Winter Parking Ban- Municipal Lots**

No person owning or operating any type of motor vehicle or other vehicle or having in his or her charge any vehicle shall cause or allow said vehicle to remain standing or parked within the limits of any public parking area in the city, excepting a certain area as designated by signs erected from time to time by the Police Department permitting overnight parking in said posted area between the hours of 11:00 p.m. and 8:00 a.m., in such manner that said vehicle will interfere with or impede the plowing of snow from the surface of said parking area between the hours of 11:00 p.m. and 6:00 a.m. during the months of January, February, March, **April**, November and December.<sup>[1]</sup>

[Amended 9-14-1998 by Ord. No. 98-4]



[1] Editor's Note: Original Section 5.05, which immediately followed this subsection and provided for two-hour parking on portions of Central Street, Franklin Street and Memorial Street, was deleted 9-14-1998 by Ord. No. 98-4. See now § 284-23.

**E. Right to Tow**

Any vehicle parked in violation of the provisions of this section may be towed away by the city or its agents to a suitable location and held there until the reasonable cost of said removal shall have been paid to the city, as well as a storage charge, if said vehicle shall not be reclaimed within 24 hours of its removal. These charges shall be in addition to any fine imposed for violation of this Code.

**F.**

Unless they are inconsistent with the previous regulations, all state statutes with reference to the operation and parking of motor vehicles are hereby deemed in full force in the city. Where appropriate, the doctrine of state preemption shall apply. In cases where two standards are promulgated, the higher shall be deemed to apply.

**§284-13. Parking; Prohibited Practices**

This section shall control the parking or placement of motor vehicles upon the public ways within the City of Franklin. To the extent that this section is inconsistent with any prior enactment or ordinance by the City of Franklin, this section shall be controlling.

**A. Restricted Places**

No person shall park an automobile in a way inconsistent with posted parking signs, regulations or other markings adopted by the City of Franklin indicating a restricted parking area.

**B. Winter Parking Ban**

No person shall park an automobile in violation of the winter parking ban as adopted by the City of Franklin. **Reference 284-12-C and 284-12-D**

**C. Night Parking Restriction**

No person shall park any vehicle overnight on a public way within the City of Franklin in violation of the pertinent ordinance to that effect. **Reference 284-24-D**

**D. Wrong Side of Street**

No person shall park any vehicle in violation of any posted ban on parking on a specific side of a public way within the City of Franklin. Further, no person shall park any vehicle in a public way in such a manner so that the left side of said vehicle faces the curb or side of the street, except where said public street is a one-way street and said vehicle is headed in the proper direction of traffic movement.

[Amended 9-14-1998 by Ord. No. 98-4]

**E. Overtime Parking**

No person shall park a vehicle within the City of Franklin so that such vehicle exceeds posted time limitations on parking. **Reference 284-24-A & 284-24-B**

**F. Sidewalk, Crosswalk and Intersection Restrictions**

No person shall park a motor vehicle within the City of Franklin so that said vehicle is entirely or partially within a marked crosswalk. **No person shall park a motor vehicle within the City of Franklin so that said vehicle is entirely or partially** upon any sidewalk within the city. Further, no vehicle shall be left parked within a street intersection or within 20 feet of the corner of such an intersection within the city.

**G. Fire Hydrant**

No vehicle within the City of Franklin shall be left standing or parked within 10 feet of any fire hydrant or pedestrian crosswalk located at a traffic intersection or within 10 feet of any stop sign or traffic control device.

**H. Yellow Curb/ Yellow line on pavement**

No motor vehicle shall be left parked in the City of Franklin adjacent to a curb painted with the color yellow or within any space appropriately marked with yellow paint designating that parking is forbidden.

**I. Double Parking**

No motor vehicle shall be double-parked or left in any way within the commonly traveled way of the public streets of the City of Franklin.

**J. Overtime Parking, Night Parking**

No vehicle shall be allowed to be parked or shall stand in a municipal parking lot for a period of time in excess of 24 hours. All motor vehicles must be removed from municipal parking lots at least once in each consecutive twenty-four-hour period. Further, no municipal parking lot shall be used for the storage of any unregistered or uninspected motor vehicle. **Reference 284-24-D**

[Added 4-17-2002 by Ord. No. 01-02]

**K. Driveways**

**No vehicle shall be allowed to be parked or shall stand in front of a public or private driveway. No vehicle shall be allowed to be parked or shall stand within 20 feet of driveway to Fire Station.**

**§ 284-16 Violations and penalties.**

[Amended 8-3-1987]

A person violating any provisions of this article or any other ordinance relating to the parking of motor vehicles within the City of Franklin shall be punished by a fine of not more than \$100 for each offense. ~~except that the optional procedures set forth below may be used in lieu of court proceedings for the designated violations.~~

**§284-18 Penalty Payment Procedure**

[Amended 7-7-1997 by Ord. No. 97-2]

The aforementioned notice shall indicate that the violator may resolve the matter through payment of an appropriate fine to the Franklin Police Department. The appropriate fines for violations are listed in § 284-20. The appropriate fine for all other violations will be \$10. Failure by the operator or owner to make such payment within 48 hours of the issuance of the notice of violation **will result in a one-time penalty fine of \$5.** Failure by the operator or owner to make such payment within **14 calendar days** of the issuance of the notice of violation may result in the issuance of a summons to the operator or owner to appear in court to answer to the charge of violating the ordinance as previously stated **and an additional penalty fine of \$75.** ~~The Chief of Police may authorize, at any time before a court summons has been issued but after the expiration of the forty-eight hour period, the acceptance of a voluntary payment in the amount of \$20 as penalty in full satisfaction of the violation.~~

**§ 284-20 Fines.**

[Added 7-7-1997 by Ord. No. 97-2; amended 10-1-2007 by Ord. No. 08-08; 1-5-2015 by Ord. No. 08-15; 5-4-2015 by Ord. No. 13-15; 10-5-2015 by Ord. No. 06-16]

Fines shall be as follows:

01 Winter parking restriction	\$25
02 Night parking restriction	\$10
03 Overtime parking	\$10
04 Restricted place	\$15
05 Wrong side of street	\$10
06 Parked on crosswalk	\$15
07 Parked on sidewalk	\$25

08 Within 10 feet of corner of intersection	\$10
09 Parked in front of public or private driveway	\$25
10 Within 10 feet of fire hydrant	\$15
11 Within 20 feet of driveway to fire station	\$15
12 At yellow curb/loading zone	\$15
13 Parked in fire lane	\$10
14 Double parking	\$10
15 Jaywalking	\$10
16 Handicapped parking violation	\$50
17 Franklin Street Parking Lot: no parking permit displayed	\$100
18 Dead end streets that are designated as limited or no parking	\$50

**If fine(s) are not paid within 48 hours, an additional charge of \$5 per violation will be assessed. Failure to pay this fine within 14 calendar days will result in a summons to court and an additional charge of \$75 per violation will be assessed.**

After five offenses, the automobile is to be towed at the owner's expense.

### **Appeals**

**If a violator of any parking meter time or other parking restriction limit fails to respond to a ticket affixed to a vehicle by bringing such ticket with payment and the designated fine to the police station within a period of 48 hours after receipt, the Franklin Police Department shall send to the owner of the motor vehicle to which such ticket is affixed a notice informing said owner of the violation, together with a statement that the fine remains unpaid and that the fine has increased in accordance with the provisions of this section. The Franklin Police Department shall also issue a warning that in the event that the fine is not paid within 48 hours of the date of notice the owner shall be subject to an additional fine not to exceed \$100; and in the event such charge is not paid within 14 days of the date of such notice, said owner shall be summonsed to appear in the Franklin District Court by the Police Department; and if found guilty, said owner shall be fined not more than \$1,000.**

#### **(a)**

**A person who believes that a ticket is not valid or that a ticket was issued incorrectly may, within 72 hours of the time the ticket was issued, appeal to the Police Chief or Patrol Commander at the police station. If the Police Chief or Patrol Commander is not available, the person ticketed shall leave his/her name, address, telephone number and ticket number with the dispatcher to be forwarded to the Police Chief or Patrol Commander. The Police Chief or Patrol Commander will conduct an informal hearing, and if, in his/her opinion, there is justification, he/she may cancel the ticket. Each ticket canceled shall be signed by the Police Chief or Patrol Commander. The Police Chief or Patrol Commander shall state his/her decision prior to the end of the shift, if possible, otherwise not later than 48 hours after receipt of the notice of the appeal. The Police Chief or Patrol Commander shall notify the Patrol Secretary in the event that any ticket has been canceled by him/her.**

#### **(b)**

**Within 24 hours after the Police Chief or Patrol Commander notifies the person ticketed of his/her decision, if the individual still believes that the ticket issued was invalid, the individual may request, in writing, delivered to the Police Department, that he/she be charged with the specific offense alleged to be committed rather than for failure to pay a parking ticket. The minimum penalty provision shall apply in such cases.**

#### **(c)**

**The payment of a fine shall not be deemed an acknowledgment of conviction of the alleged offense; and upon accepting the prescribed payment; the payee shall issue a receipt to the payer acknowledging the payment. The voiding of tickets other than by the procedures set forth in this chapter is strictly prohibited.**

**By a roll call vote.**

**Roll Call:**

<b>Councilor Barton</b>	_____	<b>Councilor Dzujna</b>	_____	<b>Councilor Ribas</b>	_____
<b>Councilor Clarenbach</b>	_____	<b>Councilor Giunta</b>	_____	<b>Councilor Wells</b>	_____
<b>Councilor Desrochers</b>	_____	<b>Councilor Moquin</b>	_____	<b>Councilor Zink</b>	_____

**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 VIII**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**  
November 20, 2017

**From: Dan LeGallo, Superintendent**

**Subject: \$2,000,000 Bank Note**

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**Recommendation:**

To allow the Franklin School District to obtain a \$2,000,000 note to fund the middle school roof and district wide energy upgrades projects.

**Suggested Motions:**

**December 4, 2017**

Councilor moves "I move that the Franklin City Council set a public hearing for Monday, January 8, 2018 regarding Resolution #13-18 allowing the Franklin school district to borrow \$2,000,000 for the purposes of funding the middle school roof repairs and district wide energy upgrade projects".

**January 8, 2018**

Councilor moves "I move that the Franklin City Council adopt Resolution #13-18 allowing the Franklin school district to borrow \$2,000,000, 20 year note from Franklin Savings Bank at a rate of 3.548611% for the purposes of funding the middle school roof repairs and district wide energy upgrade projects and authorizing the City Mayor to sign all necessary paperwork".

Roll call vote.

**Discussion:**

The need for a new roof has been well documented and the City Council has set aside \$50,000 in the 17-18 budget process. The City Council set aside an additional \$93,411 at the City Council meeting on November 6 2017.

**Fiscal Impact:**

The roof and energy upgrades impact will be \$140,500 per year less the Energy savings yielded by the project of \$76,061 per year. Also offsetting the cost will be the retirement of the high school bond at \$250,000 in fiscal year 2020.

**Alternatives:**

Do not implement the energy upgrades or fix the middle school roof.

**Attachments/Exhibits:**

Resolution 13-18  
Energy Audit Matrix



Franklin School District  
Preliminary IGA

ECM #	ECM Matrix	Cost for Installed Measure \$	Energy Savings \$	Potential Rebates	Simple Payback
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Franklin High School

FHS1a	LED Lighting		\$185,295.00	\$19,714.00	\$32,710.00
FHS1b	LED Lighting w/ EasySmart		\$200,552.00	\$19,714.00	\$32,710.00
FHS2	Controls Upgrade		\$147,000.00	\$2,000.00	\$10,000.00
FHS3	Weatherization		\$15,000.00	\$1,200.00	\$7,500.00
FHS4	Walk In Cooler Controls		\$10,000.00	\$1,200.00	\$2,000.00
FHS5	1 New High Efficiency Boiler		\$150,000.00	\$3,840.00	\$8,000.00
	<b>Total FHS w/1a</b>		<b>\$507,295.00</b>	<b>\$27,954.00</b>	<b>\$60,210.00</b>
	<b>Total FHS w/1b</b>		<b>\$522,552.00</b>	<b>\$27,954.00</b>	<b>\$60,210.00</b>
					<b>15.99</b>
					<b>16.54</b>

Franklin Middle School

FMS1	LED Lighting		\$219,221.00	\$20,999.00	\$54,000.00
FMS2	Controls Upgrade		\$150,000.00	\$1,600.00	\$5,000.00
FMS3	Transformers		\$93,100.00	\$8,115.00	\$0.00
FMS4	Weatherization		\$15,000.00	\$1,000.00	\$7,500.00
FMS5	2 New High Efficiency Boilers		\$200,000.00	\$2,619.68	\$8,000.00
	<b>Total FMS</b>		<b>\$677,321.00</b>	<b>\$34,333.68</b>	<b>\$74,500.00</b>
					<b>17.56</b>

Paul A Smith

PAS1a	LED Lighting		\$86,428.00	\$9,171.00	\$16,375.00
PAS1b	LED Lighting w/ EasySmart		\$96,680.00	\$9,171.00	\$16,375.00
PAS2	Controls Upgrade		\$95,000.00	\$850.00	\$2,500.00
PAS3	Weatherization		\$15,000.00	\$1,000.00	\$7,500.00
PAS4	New High Efficiency Condensing Boiler		\$75,000.00	\$1,553.22	\$4,000.00
PAS5	Walk In Cooler Controls		\$10,000.00	\$1,200.00	\$2,000.00
	<b>Total PAS w/1a</b>		<b>\$281,428.00</b>	<b>\$13,774.22</b>	<b>\$32,375.00</b>
	<b>Total PAS w/1b</b>		<b>\$291,680.00</b>	<b>\$13,774.22</b>	<b>\$32,375.00</b>
					<b>18.08</b>
					<b>18.83</b>

<b>District Total w/1a</b>			<b>\$1,466,044.00</b>	<b>\$76,061.90</b>	<b>\$167,085.00</b>
<b>District Total w/1b</b>			<b>\$1,491,553.00</b>	<b>\$76,061.90</b>	<b>\$167,085.00</b>
					<b>17.08</b>
					<b>17.41</b>



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

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

**RESOLUTION #13-18**

**A Resolution relating to the authorization to borrow for the middle school roof and school district wide energy efficiency upgrades.**

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

**WHEREAS**, the City Council of the City of Franklin, New Hampshire recognizes the benefits of replacing the middle school roof and energy upgrades, and;

**WHEREAS**, the project will reduce costs related to the energy upgrades, and;

**WHEREAS**, the energy savings will fund the energy improvement portion of the note over 17 years, and;

**WHEREAS**, the City Council understands the payment for the school roof is included in the FY2018 budget, and;

**WHEREAS**, the City Council wishes to finance the project not to exceed \$2,000,000 over a 20 year term, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, January 8<sup>th</sup>, 2018 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #13-18 authorizing the City Mayor to enter into a 20 year note not to exceed \$2,000,000 through Franklin Savings Bank at an interest rate of 3.548611% and sign all necessary paperwork thereof.

**By a roll call vote.**

**Roll Call:**

Councilor Barton	_____	Councilor Dzujna	_____	Councilor Ribas	_____
Councilor Clarenbach	_____	Councilor Giunta	_____	Councilor Wells	_____
Councilor Desrochers	_____	Councilor Moquin	_____	Councilor Zink	_____

**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 IX**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

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*City Council Meeting of December, 2017*

**Subject: CBA for Custodians at the Franklin School District**

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Franklin School District  
Custodian Contract  
July 1, 2018-June 30, 2020

\*Two (2) year contract

\*Health benefits remain the same

*Total package increase for the first year 2018-2019; 1.5 %	\$19,733.17
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*Total package increase for the second year 2019-2020; 2%	\$20,393.17
---	-------------

Health Insurance is subject to increase

New Hampshire Retirement is subject to increase

**AGREEMENT  
BETWEEN  
FRANKLIN SCHOOL DISTRICT  
AND  
FRANKLIN CUSTODIANS  
AFSCME AFL-CIO  
JULY 1, 2018  
TO  
JUNE 30, 2020**



## AGREEMENT

This agreement is entered into as of this    th day of 2017, by and between the Franklin School District Board, hereinafter called the "Board", and the American Federation of State, County, and Municipal Employees, affiliated with the AFL-CIO, hereinafter called the "Union".

## WITNESSETH

WHEREAS the parties have entered into collective bargaining pursuant under conditions of RSA 273-A.

WHEREAS now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows:

ARTICLE I  
PURPOSE AND INTENT

1.1 The purpose of the Board and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, as provided in RSA 273-A, so as to promote orderly and peaceful relations with the Board's employees, to achieve uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health and sustained effort and to maintain the highest level of service to the Board and the educational community of Franklin.

ARTICLE II  
UNION RECOGNITION

2.1 The Board hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, in accordance with the certification issued by the State of New Hampshire Public Employees Labor Relations Board.

2.2 The term "employee" as used in this Agreement applies to all full-time maintenance and custodial employees of the Franklin School District, but excluding head custodian and other supervisory employees as provided in Chapter 273-A:8, Paragraph Two (2), and excluding all other employees.

2.3 Upon execution of this Agreement, if either party desires to review eligibility lists, such may be done between the Board and the Union within ninety (90) days following the signing of this Agreement.

2.4 Each member of the bargaining unit, who on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this Agreement; provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Union at any time within five (5) working days prior to the expiration date of this Agreement.

2.5 The Union shall post notices on appropriate bulletin boards thirty (30) calendar days prior to the expiration date of this Agreement, to advise employees of their right under Section 2.4 above.

### ARTICLE III MANAGEMENT RIGHTS

3.1 Except as otherwise specifically modified in this Agreement, the direction of Department operations and the determination of methods and means by which such operations are to be conducted shall be the exclusive function of the Board and Management. All rights and responsibilities not specifically modified by this Agreement shall remain the function of Management and the Board and in accordance with the provisions of RSA 273:1:XII.

3.2 The parties recognize the right of the Union to represent employees and to file grievances with respect to wages and other matters set forth in RSA 273-A.

### ARTICLE IV UNION ACTIVITIES

4.1 The Board will not interfere with, restrain or coerce its employees because of membership or activity on behalf of the Union, as defined in this Agreement. The Board will not discriminate with respect to hiring, tenure of employment or any term or condition of employment against any employee because of membership in, or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union.

4.2 There shall be no Union activity on Board time except that which is necessary in connection with the conduct of negotiations under RSA 273-A and in the processing of grievances, and such shall be at no loss of pay.

4.3 The Board, when possible, will authorize three (3) days off during a contract year, without loss of time or pay for the union president or designee to attend a union affiliated convention or other union business such as conventions, conferences, seminars, and/or training sessions. The Union shall notify the Board no less than twenty (20) days in advance of such proposed convention or other such union related events. The supervisor may waive the twenty (20) day notice requirement at his/her discretion.

### ARTICLE V NO STRIKE CLAUSE

5.1 The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The

Union agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by neither this Agreement, nor any instigation thereof during the life of this Agreement, and the Board agrees that there shall be no lockout.

## ARTICLE VI SENIORITY

6.1 The first sixty (60) days of employment shall be considered a trial period to permit the Board to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Board may discharge any probationary employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement. Once a full-time employee has completed their initial sixty (60) day trial period they shall not be subject to the provisions in sections 6.1 and there shall be no trial period when transferring from one lateral assignment to another.

6.2 Seniority, for purposes of this Agreement, shall mean continuous service.

6.3 Continuous service shall be calculated from date of first employment or re-employment following a break in continuous service in accordance with Section 6.4 of this Article.

6.4 Seniority for all purposes shall be terminated for any of the following reasons:

- A. Voluntary quit;
- B. Discharge for just cause (as provided in Article VII of this Agreement);
- C. Failure to notify the Board of his intent to return to work within four (4) working days after notice of recall is given; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee;
- D. Absence for three (3) consecutive working days without reporting to the Board, unless impossible to do so;
- E. Failure to report for work at the end of a leave of absence or extension thereof;
- F. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months, unless extended by mutual agreement for medical reasons.

6.5 When decreasing the work force or recalling after layoffs, seniority and past employee performance review reports shall be the determining factors whether the rehired employee can satisfactorily perform the job in question.

6.6 An employee shall not forfeit seniority during absences caused by:

- A. Illness resulting in total temporary disability due to his/her regular work with the Department involved, certified to by an affidavit from Workman's Compensation carrier.
- B. Illness not the result of his/her misconduct, resulting in total temporary disability, including maternity, certified by a physician's affidavit every three (3) months.

6.7 The preparation of a Seniority Roster shall be the responsibility of the District. The seniority list will be drawn up and posted twice a year at all schools in January and July subject to modification(s) of appropriate changes.

## ARTICLE VII

### DISCIPLINE AND DISCHARGE

7.1 An employee who has completed his probationary period shall not be suspended, disciplined or discharged except for just cause.

7.2 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. When an employee is inefficient, has excessive lost time or excessively poor workmanship, he may be subject to appropriate discipline, including suspension without pay or discharge. In addition to any verbal warning, Director of Buildings and Grounds shall give at least one (1) written warning notice of the specific complaint against such employee with a copy of same to the Union. This would not apply in an emergency/crisis situation where immediate removal from campus is warranted. Refer to 7.3.

7.3 While on duty, causes for immediate discharge include proven theft, proven intoxication, being under the influence of illegal drugs, insubordination, incompetency, conviction of a felony, failure to perform assigned duties, failure to observe rules and regulations, and unauthorized absence from duty. For the purpose of this section, insubordination shall mean disobedience to authority.

7.4 All suspensions and discharges must be stated in writing with reason(s); and a copy given to the employee and the Union at the time of suspension or discharge. Notice of appeal from discharge or suspension must be made to the Superintendent in writing within eight (8) days from date of such notice. If the Superintendent and the Union are unable to agree as to a settlement of the case, then it may be appealed to the Grievance and Arbitration Procedures of this Agreement.

7.5 If an employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee. If a written reprimand is given, a copy will be sent to the Union President.

7.6 Upon discharge, the Board shall pay all money due the employee within twenty-four (24) hours of such discharge. Upon quitting, the Board shall pay all money due the employee on the payday following such quitting.

7.7 The service record of an employee, disciplined under the provisions of this Article, shall be cleared after a period of one (1) year, if disciplined under Section 7.2.

7.8 Just cause, for purposes of this Agreement, shall mean that the evidence supports the action.

7.9 Employees who are determined to have been improperly discharged under this Article 7, shall have their seniority restored.

## ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE

### 8.1 DEFINITION

A grievance for the purpose of this Agreement, is a complaint against the Board by an employee, or in the case of a class action grievance, by the Union in behalf of any group, with respect to the interpretation and/or application of a provision or provisions of this Agreement. The Board shall also have the right to file grievances under the Article.

8.2 A grievance must be filed within thirty (30) working days of its occurrence or when the employee should have known of its occurrence.

8.3 It is the intention of the parties that grievance be settled at the lowest possible step.

8.4 For the purpose of this procedure, one (1) workday (Saturdays, Sundays, & Holidays excluded) shall mean twenty-four (24) hours, following receipt of a grievance or an answer to a grievance.

### 8.5 PROCEDURE

Step 1. Within three (3) days of receipt of a formal grievance (written) the Director of Buildings and Grounds, whichever is appropriate shall meet with the employee and a Union Representative if requested by the employee. The Director of Buildings and Grounds will give his answer within five (5) working days. If no satisfactory settlement is reached at this Step, then within five (5) working days of receipt of the Director of Buildings and Grounds answer, the grievance will be reduced to writing and submitted to Step 2. If an action taken by the Building and Grounds Director is the cause of the grievance, said grievance may by-pass this Step 1 and proceed immediately to Step 2 as outlined on the next page.

Step 2. Within five (5) days of the receipt of the grievance the participants of Step 1 and the Superintendent will meet and examine the facts of the grievance. The Superintendent will give his/her answer within five (5) working days. If no satisfactory settlement is reached at this Step with the Superintendent then the matter may be referred to the Franklin School Board--If the action taken by the Superintendent is the cause of the grievance, said grievance may by-pass this Step 2 and proceed immediately to Step 3 as outlined below.

Step 3. Within ten (10) working days of a grievance being referred to this Step, the School Board will hold a hearing with the participants and examine the facts of the grievance. The School Board will thereafter, within ten (10) working days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Step 4 of this procedure.

Step 4. Except as otherwise provided in this Article VIII, if the grievance remains unsettled then the matter may be referred to arbitration. Either party, shall have the right to refer to an impartial arbitrator any difference concerning the interpretation and application of this Agreement which have not been satisfactorily adjusted by the Steps established in the Grievance Procedure. The impartial arbitrator shall be appointed by mutual agreement of both parties and, if the parties are unable to agree within fifteen (15) working days upon the selection of an impartial arbitrator, the dispute shall be referred to the American Arbitration Association for disposition under its voluntary rules and procedures.

The arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and he shall have no power or authority to add to, subtract from, alter, or modify any of the provisions of this Agreement. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

8.6 The arbitrator shall render his/her award in writing within thirty (30) working days from the date of the final hearing covering the grievance(s) referred to his/her. Extensions under this section shall require mutual approval.

8.7 General grievances may be introduced at Step 2.

8.8 Time periods specified in this procedure may be extended, in writing by mutual agreement.

8.9 Monetary claims, such as back wages, fringe benefits, etc., by an employee covered by this Agreement, or by the Union against the Board shall be valid for a period **of 3 months prior to the date the grievance** was first discussed with the employer under the provisions of this Article VIII.



8.10 Saturdays, Sundays and Holidays are excluded in computing the time limits specified in this Article.

8.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

8.12 The following matters are excluded from the arbitration provisions, but not from the grievance procedures of this Agreement:

- A. Economics, which are the prerogative of the City Council, i.e., additional funds as set forth in Section 16.7 of Article XVI.
- B. Management prerogatives as set forth in this Agreement and as provided and interpreted in RSA 273.
- C. School Board Policy.

8.13 The matters which are grievable but not arbitrable under the provisions of this Article VIII may be referred only through Step 5 and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of this Agreement.

## ARTICLE IX HOURS OF WORK AND OVERTIME

9.1 The parties recognize that employees' daily and weekly schedules and assignments are based on the Board's operating requirements and are subject to change.

9.2 Except as otherwise provided in this Agreement, nothing contained in this Article shall be construed as a guarantee of hours of work per day, or per week, or days of work per week.

9.3 The normal work week shall be forty (40) hours per week scheduled in five (5) consecutive days— Monday through Friday.

9.4 The normal daily work hours shall be eight (8). Meal periods may not exceed one-half (1/2) hour and shall be unpaid.

9.5 Reasonable overtime requirements may be an exception to the normal work day or work week. Time and one-half (1-1/2) shall be paid to eligible employees as follows:

- A. Hours worked in excess of forty (40) hours in any one (1) week.
- B. Hours worked on a designated holiday or on a day designated as a holiday by the School Board to replace a holiday on which school is scheduled. Work on a holiday on which school is scheduled for which another day has been designated as the holiday will be paid at a regular time.

- C. Hours paid for but not worked shall be counted in determining overtime liabilities.
- D. Double time (2) shall be paid for all hours between 12:00 a.m. Sunday through 12:00 a.m. Monday.

9.6 The Board will distribute overtime among the qualified employees by seniority and by building.

9.7 Wages, vacations, holidays, and any other employee benefits set forth in this Agreement, shall be calculated on a proportional basis using eight (8) as a base and paid if applicable at the employee's rate of pay at that time.

9.8 No part-time employee shall be assigned to overtime work until all regular full-time employees shall have had the opportunity for such assignment.

9.9 It shall be the duty of employees to make themselves available during the course of emergencies. Deliberate refusal without justification may result in disciplinary action. Emergencies shall be determined by the Superintendent of Schools or his/her designee.

9.10 When an employee is to work in a higher paid classification, he shall be paid the higher rate for as long as he is assigned to any such classification. During the summer months if an employee works two (2) or more hours of maintenance their time sheets will reflect the appropriate wage increase.

9.11 When a second shift employee works the day shift, he/she shall receive his/her usual premium rate. This provision shall not apply to the summer recess. Unless the employees are required to respond to an emergency, the second shift employees shall be allowed a minimum of ten hours off before reporting to work on the day shift. It is understood and agreed that the day of Franklin High School's graduation will be the day outside of the ten hour restriction because all custodial staff are needed to set up for graduation.

9.12 When a Holiday falls on a pay day, pay checks shall be made out, dated for and distributed the day before the Holiday. It is understood by the Franklin Custodians' Union provided that the "SAU 18 office staff" has the time and that their workload will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).

## ARTICLE X COMPENSATION

10.1 Effective January 1, 1981, the wage classification structure set forth in Appendix B is attached hereto.

10.2 When employees are required to use their personal auto for school business, then they shall be compensated at the current IRS mileage rate. Mileage shall be paid once a month to employees who have filled out appropriate forms.

## ARTICLE XI HOLIDAYS

11.1 The parties recognize thirteen (13) paid holidays as follows:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Civil Rights Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	Day before New Year
Columbus Day	

11.2 The Board reserves the right, in its sole discretion, to schedule certain holidays at times other than their respective occurrence(s) when, in its judgment, such is in the best interest of the School District's need.

11.3 Eligible employees covered by this Agreement shall receive holiday pay based upon their straight time earnings for eight (8) hours provided the employee works on the scheduled day before and after said holiday unless on an excused absence.

11.4 Employees who are required to work on a designated holiday shall be compensated as outlined in Article IX, Section 9.5B.

11.5 Except as provided in Section 11.2 of this Article XI, whenever a holiday falls on a Sunday, it shall be observed on the following Monday. Whenever a holiday falls on a Saturday, it will be celebrated on the preceding Friday. Whenever State and Federal observances are in conflict, the Board shall determine which observance is applicable for the purposes of this Article.

11.6 When a paid holiday occurs during an employee's vacation, he/she shall be paid for the holiday in addition to his/her vacation pay, or the holiday. Such time off shall be taken at a time when it will not conflict with schedules of the Board.

## ARTICLE XII LEAVES OF ABSENCE

### 12.1 LEAVE OF ABSENCE

A) Employees with one (1) year or more of continuous service may, upon prior written notice to the Board when possible, be granted a leave of absence for good cause, and such leave may be extended for like cause. Employees shall receive no salary while on personal leave. Their rate of pay will be subject to any general increase or decrease in salary rates that may become effective during the leave. Employees shall be returned to the job held just prior to such leave, subject to employment conditions existing at the time of return.

B) Employees accepting employment or conducting a business outside of the Board during a leave of absence, or an extension of such leave, shall be terminated from the employment of the Board and shall lose all seniority rights.

C) The Board shall provide to the Union a report of all employees on extended personal leave of absence, together with the dates of expiration of such leave.

### 12.2 BEREAVEMENT LEAVE

A) The Board will permit up to three (3) days absence with pay because of the death of an employee's father, mother, wife, husband, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, foster parent, foster child, step parent, step child, grandparent, and grandchildren, significant other of the employee's household and the same relatives of the employee's spouse.

B) The Board will permit up to one (1) days absence with pay because of the death of an employee's aunt, uncle or cousin and the same relatives of the employee's spouse.

C) Such pay will be based upon eight (8) hours pay at the employee's regular hourly rate.

### 12.3 JURY DUTY LEAVE

A) The Board recognizes that it is the duty of every citizen to serve on a jury when requested by the local, State or Federal authorities. The Board will allow eight (8) hours pay at straight time at the employee's regular rate for each day of jury service, less the amount of compensation paid by the Court for such service.

B) The employee shall provide the Board with a statement of his/her earnings, excluding mileage, from jury service. When jury service is completed, the employee is required to report to work. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service.

#### 12.4 MILITARY LEAVE OF ABSENCE

A) Military leave of absence shall be granted by the Board in accordance with existing State and Federal statutes.

B) An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service, based on the employee's regular daily rate.

#### 12.5 SICK LEAVE

A) Full-time Employees shall be granted one—one quarter (1.25) days per month, cumulative up to fifteen (15) in any one (1) year, sick leave pay at the applicable pay rate. Employees shall be entitled to accumulation of sick leave up to a maximum of one hundred (100) days. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one hour. Employees shall be given a \$ 500 bonus if less than one sick day is used during the course of the contract year. A new employee must be an employee of record as of July 1<sup>st</sup> in order to be entitled to this bonus.

B) The District shall maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employees and the balance of sick days shall be reported on each pay check stub.

C) After three (3) days of absence, the employee may be required to present a physician's statement. The immediate supervisor or Board may request medical evidence from the Board's physician whenever they feel it is necessary or appropriate and the Board shall pay the cost of such examination.

D) The parties acknowledge and understand that they are bound to comply with the provisions of the Family and Medical Leave Act of 1993 (P.L. 103.3) (FMLA).

12) Custodians may use up to fifteen (15) days sick leave in any contract year to care for immediate family members who are suffering medical and health emergencies.

Immediate family means spouse, parent, child, step-child, brother, sister and same relative of spouse.

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

Custodians wishing to be covered agree to donate one (1) sick day annually to be deposited in said bank, such days to be deducted from the custodian's annual sick leave. The sick bank will be carried over from one year to the next, but shall not accumulate more than 100 days. The Chapter Chair of the union shall receive a semi-annual account of the number of days available in the sick bank and a list of the employees contributing. Members may enroll as soon as they have two sick leave days to contribute. Each succeeding fiscal year shall be a new enrollment period. The new enrollment period shall be July 1 to July 15. Employees who are hired after July 15 shall be permitted to enroll as soon as they have two days to contribute to the Bank.

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

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

## 12.6 PERSONAL DAYS

The Board will permit up to three (3) **personal days** with pay. Said leave shall be used at any time provided the employee gives a minimum of forty-eight (48) hours advanced notice.

In an emergency situation advanced notice may be waived by the immediate supervisor.

## 12.7 OTHER LEAVES

Except as provided herein, leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

## ARTICLE XIII VACATION

13.1 Each permanent full-time employee covered by the Agreement shall be entitled to paid vacation benefits in accordance with the following schedule:

<u>SERVICE</u>	<u>VACATION AND PAY</u>
Six (6) months, but less than 12 months from date of hire	One Week
1 year but less than 3 years	Two Weeks
3 years but less than 7 years	Three Weeks
7 years but less than 15 years	Four Weeks
15 years or more	Five Weeks

13.2 The Board is under no obligation to provide work for employees entitled to no vacation. Senior employees shall have the preference in selecting the time they wish to take their vacation.

13.3 Vacation due in any vacation year must be taken from July 1 to June 30. **No more than five (5) vacation days may be carried over with written approval by Supervisor/Superintendent and must be used before August 31<sup>st</sup> of that same year.**

13.4 Vacation pay shall be equal to the normal weekly straight time pay of the employee as set forth in Article IX of this agreement.

13.5 Employees will request vacation (both in terms of date and duration) at times which do not conflict with the operations requirements of the Board. Request for 1 week or more shall be approved or disapproved in writing within two (2) weeks of such request. Any employee requesting less than one week shall give one (1) clear working day's notice for each day requested.

13.6 Upon retirement or resignation with two weeks notice by the employee, or in the event of his/her death, earned vacation time and pay shall be included in all final wage payments. Earned vacation time shall include all unused vacation that was entitled to



the employee on July 1<sup>st</sup> and that earned from July 1<sup>st</sup> to date of severance on an accrued basis. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

13.7 Any employee who is laid off, or is retired, shall be entitled to vacation and vacation pay to the date any such action occurs, in accordance with the schedules and eligibility requirements contained in this Article.

13.8 Vacation eligibility shall be calculated as of July 1<sup>st</sup> of any year for continuing employees. Vacation benefits shall accrue as of July 1<sup>st</sup> of each calendar year and will not accumulate from year-to-year. For new hires vacation eligibility shall be calculated from the date of hire and available after six months as accrued

#### ARTICLE XIV REPORTING AND CALL-IN-PAY

14.1 An employee who is scheduled to report for work during his/her normal week and who does report ready for work in accordance with his/her schedule, shall be guaranteed, as a minimum, four (4) hours straight time pay at his/her regular hourly rate provided he/she has not been previously notified before the conclusion of his/her previous day's work not to report.

This Section shall not apply where the Board's failure to provide work is because an employee refuses available work or because of circumstances beyond the Board's control.

14.2 An employee who is called in to work outside of his/her regular schedule shall be guaranteed, as a minimum, three (3) hours at one and one half (1-1/2) times his/her regular hourly rate. An employee who is scheduled to work outside of his/her regular schedule on overtime hours shall be guaranteed, as a minimum, three (3) hours at one and one half (1 1/2) times the hourly rate.

14.3 In recognition of the difficulties imposed on the Board through failure of employees to comply with work schedules, an employee reporting late for, or absenting himself/herself from work without just cause shall be subject to discipline in accordance with the provisions of this Agreement. Employees shall, before starting time, or as early as practicable thereafter, give notice to the Board whenever they are to either report later or absent themselves from work.

14.4 The Board shall provide time clocks for employees to record their daily time record. Each employee shall punch in and out in order to report time worked for purposes of pay. No employee shall record time for another employee. Violations of this Section 14.4 shall be subject to appropriate disciplinary action.

ARTICLE XV  
SAFETY CONDITIONS AND OCCUPATIONAL INJURY

15.1 Employees shall immediately, not later than the end of their shift, report any and all defects of equipment. Such reports shall be made on forms supplied by the Board. The employee shall retain a copy of any such report.

15.2 Employees shall be required to report immediately any accident and any physical injury sustained to their immediate supervisor within twelve (12) hours. In addition to reports required by law, employees shall file an accident report (on forms supplied by the Board) at the end of their shift and shall turn in all available information including names and addresses of witnesses to the accident. Failure by any employee to comply with the provisions of this Section 15.2 shall be the subject of appropriate disciplinary action.

15.3 The parties agree to establish a Safety Committee composed of three (3) members of the bargaining unit approved by the Union and three (3) members appointed by the Administration, approved by the Board, who may meet once every ninety (90) days for the purpose of reviewing safety.

15.4 If any employee is required by the Board to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Board. The determination for the application of this Section shall be made exclusively by the Board.

ARTICLE XVI  
MISCELLANEOUS PROVISIONS

16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

16.2 The Board and the Union agree that there shall be no discrimination as a result of membership or non-membership in the Union, and that all practices, procedures and policies of the Board shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color,

religion, national origin, sex, domicile, sexual preference, or marital status. The Union shall share equally with the Board the responsibility for applying this provision of this Agreement.

16.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

16.4 The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this Agreement.

16.5 The names of employees selected as local officers and names of other Union representatives who may represent employees shall be certified in writing to the Board.

16.6 The Board will comply with all State and Federal statutes affecting employees covered by this Agreement.

16.7 Any agreement reached shall be reduced to writing and signed by the Board and the Union. Any agreement reached, which requires the expenditure of additional public funds for its implementation, shall not be binding upon the Board unless the necessary appropriations have been made by the Franklin City Council. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement.

16.8 The Board agrees to provide bulletin boards which shall be located in close proximity to the time clocks.

## ARTICLE XVII INSURANCE

17.1 Subject to the provisions of Paragraph 5 of Appendix C of this Agreement, the Board agrees to maintain in effect an insurance plan for employees covered by this Agreement so long as they remain on the Franklin School Board payroll. See Appendix C attached hereto.

17.2 Except as provided in Paragraph 5 of Appendix C attached hereto, the Board will not itself pay the insurance benefits but will obtain policies or contracts from insurance companies which will administer said benefits.

17.3 The District may change health insurance providers as long as the new plan is reasonably equivalent to the current plans provided, which is the Access Blue SOS 20/40IKED-R10/25/40 M10/40/70. The District shall give advance notice of its intent to change providers in order to allow the Union the opportunity to determine that the new plans are reasonably equivalent. Except as provided in Paragraph 5 of Appendix C, participation in any of the benefits set forth in Appendix C of this Agreement shall be subject to such eligibility requirements of the respective insurance carrier and any disputes which arise in this respect shall be between the said carrier. The employee shall have no recourse to the Board in any such matter.

## ARTICLE XVIII DUES DEDUCTION

18.1 Subject to the provisions of Article II, Section 2.4, the District agrees to deduct from each union member the current dues as certified to the employer by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction to be made each pay period. Except that, if an employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then no collection will be made from said employee for that pay period. The dues deduction form is set forth in Appendix A attached hereto.

18.2 The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board in reliance upon written statements by the Union representatives or by reason of any action taken by the Board for the purpose of complying with this Article.

18.3 Along with the delivery of the dues to the Treasurer of the Union, the District will also deliver a list of all employees who have paid dues for the month.

18.4 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization.

Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

18.5 Any new employee who chooses not to join the Union shall pay an agency fee as a condition of employment. Said fee shall not exceed the dues amount.

## ARTICLE XIX NOTICES UNDER AGREEMENT

19.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Franklin School District, 119 Central Street, Franklin, New Hampshire 03235.

19.2 Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President, Franklin Custodians, AFSCME–AFL–CIO, at his then current address.

19.3 Either party, by written notice, may change the address at which future notices to it shall be given.

## ARTICLE XX PROMOTIONS AND TRANSFERS

20.1 The District reserves and shall have the right to make promotions primarily on the basis of qualifications, ability and performance of duty, but shall be governed by District seniority where equal qualifications, ability and performance of duty, as determined by the District have been demonstrated.

20.2 Subject to Section 20.1 of this Article XX, the District agrees that whenever a new job is created in any school, or a vacancy is created in any school, the name of the school, the name of the job, and the requirements and pay grade of the job shall be posted in all schools and all employees shall be given five (5) working days to apply for said job. At least one job posting shall be on the Union Bulletin Board. Management shall make its determination to fill such a position within thirty (30) days following any such posting and notify the Union of such determination.

20.3 Employees will be given the opportunity to apply, and be considered for non-promotional openings in other than their own building, on the basis of seniority. To be eligible, an employee must request any such transfer in writing and be capable of satisfactorily performing the duties of any such opening.

20.4 An employee who successfully bids on a different position and obtains it shall remain in that position for six months before moving to or bidding on another position.

## ARTICLE XXI FINAL RESOLUTION

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

## ARTICLE XXII DURATION OF AGREEMENT

22.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2020, and from year to year thereafter unless written notice of desire to modify this Agreement is given by either party to the other by registered or certified mail, at least one hundred twenty (120) days prior to the expiration date of this Agreement. In the event a notice is sent by either party to the other then the terms and condition of this agreement shall continue to apply until the modified agreement is executed

**ARTICLE XXIII**  
**PRIVATIZATION OF CUSTODIAL SERVICES**

If the Franklin School Board should enter into an agreement with a company to provide custodial services to the Franklin School District, or if the Franklin School Board should enter into an agreement with the City of Franklin for the consolidation of custodial services to be provided by the City of Franklin, the parties agree as follows:

- A) This collective bargaining agreement will terminate, and all its terms and conditions be null and void, one hundred-fifty (150) days after the Union receives written notice of the Franklin School Board's intent to terminate this contract.
- B) All members of the bargaining unit will be laid off at the time of privatization or consolidation.
- C) All members of the bargaining unit will retain recall rights for a period of two (2) years following the privatization or consolidation of such services. However, this recall provision does not require, nor in any way guarantee, employment with the private contractor or the City of Franklin, as the case may be.
- D) The union will be notified in advance of the bidding process and will be allowed to bid on any bid specs for privatization released to the public.



APPENDIX A  
DUES DEDUCTION AUTHORIZATION

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APPENDIX B  
WAGE CLASSIFICATION PLAN

WAGE RANGE

<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
7/1/18 – 6/30/19	13.85	16.56
7/1/19 – 6/30/20	14.12	16.98
<b>Maintenance</b>		
7/1/18 – 6/30/19	16.24	20.30
7/1/19 – 6/30/20	16.56	20.71

1. Newly hired employees may be hired below the minimum range set forth above, but must move to the then current minimum by the end of their probationary period.
2. All employees covered by this Agreement shall receive wage increases during its term as follows:  
**Effective July 1, 2018 1.5%** increase per hour in addition to their then current base hourly rate (excluding differentials),  
**Effective July 1, 2019 2%** increase per hour in addition to their then current base hourly rate for each year thereafter of the contract (excluding differentials).
3. Employees who are employed as a Maintenance person shall, in addition to their regular wage rate, receive an additional **dollar twenty (\$1.20)** per hour over the base rate.
4. Employees who are assigned to work a shift will, in addition to their regular wage, receive an additional dollar (\$1.00) per hour for second shift and **one dollar (\$1.00)** per hour for third shift for as long as they are assigned to any such shift.
5. Normal shift starting times shall be as follows:

1st shift	—	6:30 A.M.
2nd shift	—	3:00 P.M.
3rd shift	—	11:30 P.M.
6. Shift differentials are applicable to the following “single” holidays if they occur during the work week and not on weekends: Labor Day, Columbus Day, Veterans’ Day, Presidents’ Day, Civil Rights Day, and Memorial Day.
7. The Superintendent may hire and place new employees within the wage ranges set forth above at his/her discretion, but with due regard to rates paid to employees already in the system who have the same duties and responsibilities. In any event, the Superintendent shall make the final determination.

8. Employees assigned by the School Board to cover for the Buildings and Grounds Supervisor in the absence of such supervisor shall be paid at a daily rate as delineated on 0 step of the Administrative Agreement.

## APPENDIX C INSURANCE

### 1. HEALTH INSURANCE

A) Health insurance premiums shall be paid by the District as follows:

- a. **90%** of single plan;
- b. **80%** of a two person plan;
- c. **75%** of a family plan.

B) The difference between the maximum contribution set forth in (A) above and the actual cost to the Board to provide the coverage selected will be payroll deducted from an appropriate number of payroll periods by the Board. The amounts of payment calculated hereunder shall be based on the premium costs of the **Districts Health Insurance Plan**.

C) Employees may elect not to take health insurance provided by the District if they can show proof of alternate health insurance coverage. In lieu of District provided health coverage an employee shall receive an annual payment of **two thousand (\$2,000)**.

### 2. DENTAL INSURANCE

A) The Board agrees to provide dental insurance equivalent to Northeast Delta Dental, Plan AB, and the Board agrees to contribute the single member cost.

B) Employees may select single, two (2) person or family coverage.

C) The difference between the two (2) person or family coverage selected in (B) above and the single member cost borne by the Board in (A) above will be payroll deducted from an appropriate number of payroll periods by the Board.

### 3. LIFE INSURANCE

A) The Board agrees to provide a \$25,000 term life policy including Accidental Death and Dismemberment, the cost of which will be paid by the Board.

B) Employees shall elect at least one beneficiary of the policy.

#### 4. EXCLUSIVE RIGHT

The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix C, including the right to self insure; however, the Board shall not have the right to diminish any of the benefits provide herein.

#### 5. RETIREMENT

All bargaining unit employees retiring who are at least 55 years of age during their last year of employment and have worked for the Franklin School District for twenty (20) or more years will receive a severance bonus of one percent (1%) for each year of service. Service in the Franklin School System computed on the final year's salary as well as six (6) or more months of additional service will be rounded to an additional year. Employees wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December 1<sup>st</sup> of the year previous (18 months) to their final fiscal year of employment. Employees have the right to appeal to the Franklin School Board to waive the **twelve month (12)** advance notice in the event of unforeseen circumstances.

IN WITNESS WHEREOF, The parties have executed this Agreement on this\_\_day of ,  
2017 as of the date and year first written above.

FRANKLIN SCHOOL BOARD

AMERICAN FEDERATION OF STATE COUNTY, AND MUNICIPAL EMPLOYEES,  
AFFILIATED WITH AFL-CIO

BY \_\_\_\_\_  
**Timothy Dow**, Board Chairman

BY \_\_\_\_\_  
**Gil Manning**, Steward

BY \_\_\_\_\_  
**Dan LeGallo**, Superintendent

BY \_\_\_\_\_  
**Chris Kilmer**, Chief Negotiator

BY \_\_\_\_\_  
**Amanda Bergquist**, Business Administrator

BY \_\_\_\_\_  
Vice President

\_\_\_\_\_  
, Negotiating Committee

\_\_\_\_\_  
, Negotiating Committee

\_\_\_\_\_  
Negotiating Committee

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\*\*At any time either party, if they so choose, may request to reopen negotiations for the CBA date 2018-2020.



**CITY COUNCIL MEETING**  
**AGENDA ITEM X**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of December, 2017*

**Subject: Other Business**

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**1. Committee Reports**

**2. Mayor Appointments**

Planning Board

**3. City Council Appointments**

Library Board of Trustees

Concord Regional Solid Waste/Resource Recovery Cooperative

Zoning Board of Adjustment

**4. Acting City Manager's Update**

**5. Late Items**

## **MAYOR APPOINTMENTS**

### **Planning Board:**

#### **Appointments**

**Motion: "I reappoint Brian Sullivan, Director of Municipal Services, to the Planning Board (Seat PB2), Term of Service to January 2021"**

**Motion: "I move that the Franklin City Council reappoint member Mike Freeman to the Planning Board (Seat PB4), Term of Service to January 2021."**

**Motion: "I move that the Franklin City Council reappoint member Brian Colburn to the Planning Board (Seat PB6), Term of Service to January 2021."**

**Motion: "I move that the Franklin City Council reappoint member Ted Starkweather to the Planning Board (Seat PB7), Term of Service to January 2021."**

**Motion: "I move that the Franklin City Council reappoint member Dave Testerman, member from the Zoning Board of Adjustment, to the Planning Board (Seat PB9), Term of Service to January 2021."**

## **CITY COUNCIL APPOINTMENTS**

### **Library Board of Trustees:**

#### **Appointments**

**Motion: "I move that the Franklin City Council reappoint Sandra Burney to the Franklin Public Library Board of Trustees (Seat LT1), Term of Service to January 2021."**

**Motion: "I move that the Franklin City Council reappoint Christine Dzujna to the Franklin Public Library Board of Trustees (Seat LT2), Term of Service to January 2021."**

### **Concord Regional Solid Waste/Resource Recovery Cooperative:**

#### **Appointments**

**Motion: "I move that the Franklin City Council reappoint Brian Sullivan as a regular member to the Joint Board of the Concord Regional Solid Waste/Resource Recovery Cooperative, Term of Service to December 2020."**

**Motion: "I move that the Franklin City Council reappoint Brian Barry as an alternate member to the Joint Board of the Concord Regional Solid Waste/Resource Recovery Cooperative, Term of Service to December 2020."**

### **Zoning Board:**

#### **Appointments**

**Motion: "I move that the Franklin City Council reappoint Dave Testerman to the Zoning Board of Adjustment (Seat ZBA1), Term of Service to January 2021."**

**Motion: "I move that the Franklin City Council reappoint Debbie Davis to the Zoning Board of Adjustment (Seat ZBA2), Term of Service to January 2021."**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

City Council Meeting December 4, 2017

Date: November 27, 2017

From: Judie Milner, Finance Director/Acting City Manager

Subject: Acting City Manager's Update

**1) Contingent Grant Line Activity**

\$250 from Lions Club for Book Club

**2) Congratulations Parks & Recreation Director Krystal Alpers**

On November 15<sup>th</sup> Mayor Elect Giunta and I had the honor of attending the Business & Professional Women's annual Woman of Achievement ceremony where our very own Krystal Alpers won the 2017 Woman of Achievement award. I hope you'll join me in congratulating Director Alpers for this prestigious award.

**3) Fiber Project Update**

Fiber is now strung between buildings and is now being terminated at each site. The servers are installed, mirrored and awaiting the completion of the fiber terminations to bring other departments and building over to the new server.

**4) Northern Pass Update**

The US Department of Energy approved the presidential permit for the Northern Pass project. The permitting process was extensive and included input from several agencies including the Environmental Protection Agency, New England District of the Army Corps of Engineers, US Forest Services – White Mountain National Forest, New Hampshire Office of Energy Planning, and US Fish & Wildlife Service. The New Hampshire and Canadian permitting processes are just about complete, the project has contractor, equipment and labor agreements in place and is expected to begin mid-2018. The project is expected to bring significant additional tax revenue to the City of Franklin.

**5) City Manager Recruitment Update**

The recruitment period ended November 24<sup>th</sup>. On Monday, December 18<sup>th</sup>, the City Council is scheduled to meet with Jim Mercer of the Mercer

Group to narrow down the top candidates of the search to 5-6 to interview with the Council. This will be a non-public meeting as it involves the hiring of an employee. Please bring your calendars to the meeting that night so we can plan dates for the 2-day interview process in January.