

CITY OF FRANKLIN
CITY COUNCIL MEETING
December 4th, 2023
6:00 P.M.





CITY COUNCIL MEETING

Monday, December 4th, 2023 - 6:00 p.m.

Franklin Lodge of Elks

or view only via Zoom: <https://us02web.zoom.us/j/83277318993>

or by phone: 1-312-626-6799, Meeting ID# 832 7731 8993

SALUTE TO THE FLAG

MOMENT OF SILENCE FOR OUR VETERANS

PUBLIC HEARINGS

Resolution 11-24 authorizing a one-time retention, recruitment & referral bonus program for Police department employees and appropriating \$413,412 in fund balance to support the program.

LEGISLATIVE UPDATE

COMMENTS FROM THE PUBLIC

Persons wishing to address the Council may speak for a maximum of three minutes. No more than thirty minutes will be devoted to public commentary. Reminder that public comment is welcome and will be taken under advisement by the Manager & Council. Ongoing requests for status should be addressed to the city manager or her designee during regular business hours. The council is a public body required to conduct the business before it on the agenda that has been vetted through the City's professional staff.

CITY COUNCIL ACKNOWLEDGEMENT

MAYOR'S UPDATE

Agenda Item I. (pg. 1)

Council to consider the minutes of the October 23rd, 2023 City Council Workshop meeting, the October 23rd, 2023 City Council Workshop nonpublic meeting, November 6th, 2023 City Council meeting, and the November 20th, 2023 City Council Workshop meeting.

Agenda Item II. (pg. 87)

FBIDC to present new welcoming signs for Franklin.

Agenda Item III. (pg. 91)

City Manager's Update

Agenda Item IV. (pg. 94)

School Board Update

Agenda Item V. (pg. 96)

Council to consider Resolution 11-24 authorizing a one-time retention, recruitment & referral bonus program for Police department employees and appropriating \$413,412 in fund balance to support the program.

Agenda Item VI. (pg. 104)

Council to consider selling miscellaneous municipal fire alarm equipment which is no longer in use.

Agenda Item VII. (pg. 106)

Council to consider renewal of Memorandum of Agreement with Mill City Park.

Agenda Item VIII. (pg. 113)

Council to consider authorizing the City to apply for 2 Land & Water Conservation Fund grants for the white-water park.

Agenda Item IX. (pg. 115)

Council to consider setting public hearing on Ordinance 06-24 regarding the elected and appointed officials code of conduct.

Agenda Item X. (pg. 122)

Council to consider setting a public hearing on Resolution 12-24 accepting and appropriating \$500,000 Community Development Block grant funds for the Healthfirst project.

Agenda Item XI. (pg. 129)

Council to consider MOU with New England Mountain Bike Association for trail development at the Veterans Memorial Ski Area.

Agenda Item XII. (pg. 135)

Council to consider disposition of tax deeded property.

Agenda Item XIII. (pg. 144)

Other Business

1. Mayor & Council Appointments
2. Committee Reports
3. Late Items
4. Nonpublic Session Needed

Adjournment

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

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

CITY COUNCIL MEETING
AGENDA ITEM I



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of December 4th, 2023

Subject: Approval of Minutes

Motion: "I move that the Franklin City Council approve the minutes of the October 23rd, 2023 City Council Workshop meeting, the October 23rd, 2023 City Council Workshop nonpublic meeting, November 6th, 2023 City Council meeting, and the November 20th, 2023 City Council Workshop meeting."

Mayor calls for a second, discussion and the vote.



City Council Meeting Minutes
Monday, October 23rd, 2023 - 6:00 p.m.
Franklin Lodge of Elks

Council in attendance: Mayor Jo Brown, Councilor Jay Chandler, Councilor Leigh Webb, Councilor Bob Desrochers, Councilor George Dzujna, Councilor Valerie Blake, Councilor Paul Trudel, Councilor Vince Ribas, Councilor Ted Starkweather and Councilor Olivia Zink

Absent: None

Others in attendance: City Manager Judie Milner, Parks & Recreation Director Krystal Alpers, Police Chief David Goldstein and members of the public.

Mayor Brown called the meeting to order in Council Chambers at 6:31 p.m.

Salute to the Flag was led by Councilor Dzujna.

Agenda Item I.

Police Union Contract

Mayor Brown discussed that the contracts are part of the major part of the FY24 budget.

Motion - Councilor Ribas moved that the Franklin City Council approve a 3-year agreement as presented from July 1, 2023 through June 30, 2026 between the City of Franklin and New England Police Benevolent Association (NEPBA) Franklin Police Patrolman's Association. Motion seconded by Councilor Webb.

Mayor Brown asked if there was any discussion on this motion.

Milner discussed that the council is aware of the process that they went through with the union for the contract and believes it is a fair contract for the union and the city. The council did appropriate the pay & class study for the union, as they did for the rest of the city employees. Milner stated that the changes that were made from the new contract compared to the previous contract. This is an educational stipend that they wanted to implement, which was agreed to be added to the base rate of pay. The stipends are as follows; \$500 for an associate's degree, \$750 for a bachelor's degree and \$1,000 for a master's degree, in a field of relevance for position. This equates to \$0.24 per hour, \$0.36 per hour and \$0.48 per hour. Outside private detail pay is paid for by the business needing the assistance and is not paid for by the city. The other change is the officer in charge differential, which is going from \$1.50 to \$3.00 per hour, and this is only for an officer that is not a Sargent but is placed in that position. The communication specialist differential was changed from \$0.50 to \$0.75 and \$1.00 to \$1.50. The contract would be retroactive back to July 2, 2023.

The proposed NEPBA contract with proposed wage scale is attached to the end of the minutes.

All in favor; motion PASSED.

Agenda Item II.

Police Chief Contract Extension

Motion - Councilor Ribas moved that the Franklin City Council approve, pursuant to Section 2A of Chief David Goldstein's employment contract, to extend his contract by one year to December 1st, 2024. Seconded by Councilor Chandler.

Mayor Brown asked if there was any discussion on this motion.

Milner stated the reason why the Chief is asking for the extension is due to pending matters that are in the process of being resolved. Milner would also like to hire a new Chief to overlap for training, and the Chief as agreed to this extension. The process for a new hire will be done both internally and externally.

Chief Goldstein's December 1st, 2019 – December 1st, 2023 employment contract is attached to the end of the minutes.

All in favor; motion PASSED.

Agenda Item III.

(CDBG) Community Center Grant Application Discussion

Milner discussed the CDGB grant application and explained that this is part of the AARPA funds that are being administered by the CDFA, called the Community Center Grant. This is different than the Community Facilities Grant. The deadline is November 30th, 2023, and the only eligible project the city would qualify for is at the Bessie Rowell Recreation Center. This funding is important because it is only a 15% match which is different than the 50% that is normally required. This grant would potentially help to alleviate some of the current problems at the recreation center.

P&R Director Alpers was invited to talk more about the potential projects that could be completed with this grant. The original idea would be to build an addition that would have a gym, a couple of classrooms and bathrooms on the location of the already existing Bessie Rowell Recreation Center. Having the building would allow for potentially for more offerings to the community, such as pickle ball, baseball and softball winter training, etc. The total amount you can apply for is \$1M and with the 15% match on that, the recreation center currently has the funds to support the match amount. There was a discussion about where the funds would come from. However, without having an architectural plan Alpers was not sure what the cost would potentially be yet. Having such a short turn around for the application, she is working on gathering those numbers now.

The council discussed the possibility of making upgrades to the old location at the Proulx Center. The grant is for new construction, renovations or energy upgrades to any existing building. Director Alpers believes that doing the upgrades wouldn't solve her current issues in the space now and a standalone building would help to solve the problems.

Alpers has scheduled a preapplication meeting that will give more information about what would need to be done for onsite analysis and the cost that would accrue. This is a preliminary step for the city and a very targeted grant for a specific project within the city. The next steps would be to set a public hearing for the November meeting to authorize Director Alpers to apply for the grant.

Motion - Councilor Ribas moved that the Franklin City Council set a public hearing for November 6th at 6:00pm to consider authorizing P&R Director Alpers to pursue a grant from Community Center Grant Application. Seconded by Councilor Dzijuna.

8 in favor, 1 abstention; motion PASSED.

Late item:

Repurchase of a tax deeded property by a previous owner.

Motion - Councilor Dzijuna moved that the Franklin City Council deed 162 West Bow Street (Mapping Lot 116-206-00) back to William May. Seconded by Councilor Webb.

All in favor; motion PASSED.

Nonpublic Session Needed:

Milner stated that they were ready to enter into a nonpublic session.

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

By a roll call vote.

Roll Call:

Councilor Blake	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Starkweather	<u>yes</u>
Councilor Webb	<u>yes</u>	Councilor Dzijuna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Chandler	<u>yes</u>	Councilor Ribas	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor. Motion PASSED

Entered into nonpublic at 6:38 p.m.

**Motion – Councilor Ribas moved to leave nonpublic session and return to public session.
Seconded by Councilor Webb.**

All in favor. Motion PASSED

Public Session reconvened at 6:56 p.m.

Motion — Councilor Ribas moved to seal the minutes. Seconded by Councilor Dzujna.

By a roll call vote.

Roll Call:

Councilor Blake	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Starkweather	<u>yes</u>
Councilor Webb	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Chandler	<u>yes</u>	Councilor Ribas	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor. Motion PASSED

ADJOURNMENT:

**Motion to adjourn was made by Councilor Ribas and seconded by Councilor Trudel.
All in favor. Motion PASSED.**

The meeting adjourned at 6:59 p.m.

Respectfully submitted,

Nicole Havey
Franklin Fire Department
Administrative Assistant

AGREEMENT BETWEEN

**THE CITY OF FRANKLIN, NEW HAMPSHIRE AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION (NEPBA) LOCAL 214
(FRANKLIN POLICE PATROLMAN'S ASSOCIATION)**

(Effective Dates: July 1, 2023 to June 30, 2026)

PRESENTATION DRAFT

September 29, 2023

**Prepared by:
WESCOTT LAW, PA
28 Bowman Street
Laconia, NH 03246
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Telephone**

FRANKLIN POLICE DEPARTMENT CONTRACT

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ARTICLE I

RECOGNITION

- 1.1. The City of Franklin (hereinafter referred to as the "Employer") and the New England Police Benevolent Association (NEPBA) Local 214 (Franklin Police Patrolman's Association) (hereinafter referred to as the "Union") hereby agree as follows:
- 1.2. The employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all Regular Full Time Patrol Officers, Detective Patrol Officer, Youth Services Officer, Regular (Full Time) Communications Specialists (formerly "Dispatchers") and Secretaries. Excluded from recognition or coverage under this agreement are the Chief of Police, Detective Lieutenant/Prosecutor, Patrol Lieutenant, Patrol Sergeants, Detective Sergeants, Communications Supervisor, Secretary to the Chief of Police, Special Police Officers, On-call Communications Specialists and all other supervisors, professional and confidential employees, persons in a probationary or temporary status, persons employed seasonally, irregularly or on-call and all other employees of the Franklin Police Department. The parties agree that they shall jointly file a unit modification petition to the New Hampshire Public Employee Labor Relations Board excluding the positions of Master Patrol Officer and Clerk/Typists from the bargaining unit.
- 1.3. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

ARTICLE II

MANAGEMENT RIGHTS

- 2.1. It is agreed that except as specifically delegated, abridged, granted or modified by this agreement or required by statutory law, all of the rights, powers, and authority the City possessed prior to the signing of this agreement are retained by the City and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance or arbitration procedures contained herein.
- 2.2. Management of the City, its operation, direction of the work force and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the City. The exercise of such duties, functions and responsibilities shall not conflict with this agreement.
- 2.3. It is understood and agreed that the City has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the City had prior to the signing of this agreement, including those in respect of rates of pay, hours of employment, or conditions of work, are retained by the City except

as those rights, powers, functions or authority are specifically abridged or modified by this agreement.

- 2.4. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:
 - 2.4.1. To plan, direct, supervise and control all operations, functions and policies of the City in which the employees in the bargaining unit are employed.
 - 2.4.2. To determine the need for and the qualifications of new employees, transfers and promotions.
 - 2.4.3. To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, physical condition, equipment, methods, policies and procedures, work rules and regulations.
 - 2.4.4. To assign shifts, workdays, hours of work and work locations subject to the terms of this contract.
 - 2.4.5. To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.
 - 2.4.6. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
 - 2.4.7. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
 - 2.4.8. To discipline, suspend, demote or discharge an employee for cause.
 - 2.4.9. To assign and distribute work.
 - 2.4.10. To determine the need for additional educational courses, training programs, on-the-job training and cross-training.
 - 2.4.11. To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment or emergency.
 - 2.4.12. To determine the mission, policies, and standards of service offered to the public.
 - 2.4.13. The City may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, efficient operations.

ARTICLE III
INTERFERENCE WITH OPERATIONS
AND LOCKOUTS PROHIBITED

- 3.1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdown, sick out, sanctions, multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Franklin Police Department or the City of Franklin government during the term of this Agreement. In the event of any such activity set forth above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to any such activity until any and all such activity has ceased. The Employer will not lock out any employees during the term of this Agreement.
- 3.2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1, above, the Union shall forthwith disavow any activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith.

ARTICLE IV
PROBATIONARY EMPLOYEES

- 4.1. All newly hired or appointed Police Officers must serve a probationary period twelve (12) continuous months from the date of appointment to a regular (full-time) position and such probationary employees shall not be entitled to representation by the Union or be covered by any terms of this agreement.
- 4.2. Any police officer hired who is certified by the New Hampshire Police Standards and Training Council shall serve a probationary period of six (6) months active employment status from their date of hire.
- 4.3. All newly hired or appointed Communications Specialists and clerical personnel must serve a probationary period of six continuous months from the date of appointment to a regular full-time position and such probationary employees shall not be entitled to representation by the Union or covered by any terms of this agreement.

ARTICLE V
DUES CHECK OFF

- 5.1. Upon an individually written authorization card signed by the employee and approved by the Union, the City agrees to deduct from each employee's wages, a sum for the Union dues to be collected each pay period. The Union agrees to hold the Police Department and the City harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Section. The Union dues, along with a statement of

which employees have paid dues, shall be sent on a monthly basis to: Treasurer, New England Police Benevolent Association, 7 Technology Drive, Suite 102, Chelmsford, MA 01863.

- 5.2. Non-members who request that the Union provide grievance representation shall be charged the full fair costs of the processing of grievances and/or representation services, said charge set at \$40.00 per hour for time incurred by the local and National Union officials. The Union will charge the costs, up to \$200.00 per hour, for time incurred by attorneys retained by the Union. The Union will send an invoice for costs and expenses so incurred periodically and such payment will be due within thirty (30) days.

ARTICLE VI

SHOP STEWARD/UNION BUSINESS

- 6.1. The officers and representatives of the NEBPA Local 214 are as follows: President, Vice President, Secretary/Treasurer and two (2) Stewards. If either the Chief of Police or the President or designee requests a meeting with the other to discuss a matter pertaining to this agreement, the Chief shall retain the right to schedule such a meeting so as not to disrupt the workplace, work schedule or departmental coverage. If a settlement cannot be reached, the President or designee shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.
- 6.2. Time spent in grievance processing or investigating which is done by a Union Steward or member, will be done either before or after working a regular shift and will not be compensated for.
- 6.3. Joint Meeting. An official Union representative shall be granted reasonable time at no loss of pay for attendance at grievances or other joint meetings which have been scheduled by mutual agreement of the parties.
- 6.4. Contract Negotiations. Up to three Bargaining Unit members may attend negotiation sessions without loss of pay. Of the three Bargaining Unit members there shall be no more two representing patrol and no more than two representing communications.
- 6.5. The City agrees that any employee named as President shall be granted a single day off upon so being named, with pay, to attend Union training. An employee may utilize this benefit only once during his/her time of employment with the City.
 - 6.5.1. Representatives of the Union may meet with the Chief of Police or his/her designee once a month to discuss matters of mutual concern, including those matters of mutual concern necessary by the implementation of this agreement. A written agenda shall be submitted by the Union to the Chief of Police no less than five (5) days before the scheduled meeting. At the discretion of the Chief of Police, or designee, additional matters may be placed on the agenda.

- 6.5.2. Nothing contained herein shall prevent the Chief of Police or designee and the Union from meeting on a less frequent basis upon mutual agreement.
- 6.5.3. Nothing contained herein shall prevent the Union from consulting with the Chief of Police or designee at any time if matters of mutual concern arise of an urgent or emergency nature.
- 6.5.4. Grievances must be submitted in accordance with the procedure contained in this agreement.
- 6.6. The Union shall be permitted to meet at the Franklin Police Department to conduct business matters so long as the meetings are scheduled at a convenient time so as to minimize any inconvenience to the Department.

ARTICLE VII

BULLETIN BOARD

- 7.1. The Chief of Police shall designate a space within the Franklin Police Station for the location of a Union bulletin board which shall be used by the Union to notify the membership of Union affairs. In his discretion, the Chief may designate a portion of a departmental bulletin board for Union use. No material which could be construed to be offensive, derogatory or inflammatory shall be posted upon the bulletin board. The Chief of Police, in his sole discretion, may remove any notice or posting which he deems inappropriate. Any material so removed will be delivered to the Union president.

ARTICLE VIII

JOB POSTING

- 8.1. When a vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Chief shall post a notice for five (5) days indicating the position, its pay grade, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Chief.
 - 8.1.1. Shift assignments shall be bid four (4) times per year based upon seniority. The bids and assignments shall occur in January, April, July and October of each year.
 - 8.1.2. Changes in assignments may be made for the following reasons:
 - 8.1.2.A. Personal conflict of interest, (i.e., working with relatives, spouse/girlfriend etc.)

- 8.1.2.B. Temporary coverage for vacations, attendance at training schools, or coverage required on a shift due to prolonged absence of a shift member due to injury, suspension or illness.
- 8.1.3. Employees shall be given a minimum of one week notice when their shift assignment is to be changed, except in emergency situations as determined by the Chief of Police.
- 8.1.4. The Chief of Police or his/her designee may override the work schedule at any time or make specific schedule assignments based upon the needs of the Department and/or the City. In such instances, the decision of the Chief shall be non-grievable. Additionally, special assignments which may arise from time to time shall not be subject to shift bidding or shift assignments as stated herein and such assignments shall similarly be non-grievable. Any employee assigned to a temporary duty assignment of more than thirty (30) days which alters the employee's shift schedule as designated under the terms of this agreement shall be allowed to participate in the next shift schedule bid available to that employee in keeping with Section 8.1.1. Nothing in this section shall be considered an abrogation of management rights, privileges or authority generally or specifically an abrogation of those rights as delineated in Section 2.4.1., 2.4.4., and 2.4.9. of this contract to assign personnel as required in the discretion of the employer.
- 8.1.5. Shift trades may be requested by one employee to another employee. Shift trades shall not be granted unless there is a mutual agreement between the two (2) parties. Shift trades shall be subject to the approval of Chief of Police or his/her designee. There shall be no additional cost to the City resulting from a shift trade. Payment from the City shall be made to the bargaining unit member actually working the traded shift.
- 8.2. The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit who deem themselves qualified in the posted positions' prerequisite experience, knowledge, skills and abilities shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Department's right to seek applicants for the position from outside the Bargaining Unit or the Department. The job posting will contain, at a minimum, the formal job title, applicable starting pay range and the components of the application process such as an oral interview, medical/psychological testing, required certifications and other significant components of the screening process.

ARTICLE IX

HOLIDAYS

- 9.1. The following holidays are recognized by the parties to this Agreement in accordance with the current practice of the Department:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day (July 4th)	Christmas Day
Labor Day	

- 9.2. If a member of the Bargaining Unit is scheduled to work on a holiday and actually works, that employee shall be eligible to receive holiday pay as is the current practice, provided however, that to be entitled to such pay the employee must work the scheduled day preceding and the scheduled day following the holiday unless that employee's failure to work on either day results from an excused absence. An "excused absence" shall be defined as vacation leave, sick leave, military leave or compensatory leave, provided that any leave taken by the employee is authorized in accordance with the General Orders or Standard Operating Procedures of the Department or with this Agreement. When sick leave is taken on the scheduled work day immediately preceding or following a holiday, the Chief of Police or his designee may take such action as they deem necessary to verify illness on the part of the employee including, but not limited to a telephone interview, personal visit or a requirement for a physician's note before holiday pay will be paid.

ARTICLE X

VACATIONS

- 10.1. Vacation leave is approved by the Chief of Police or a designee. It accrues on a weekly basis to all regular employees (full-time) who are members of the Patrol Unit on the following schedule:

Hire Date		
<u>Anniversary</u>	<u>Accrual Rate</u>	<u>Annual Vacation</u>
1 - 4	1.53 hours per week	80 hours (10 days)
5 - 14	2.30 hours per week	120 hours (15 days)
15 or more	3.07 hours per week	160 hours (20 days)

- 10.2. Regular employees shall accrue no vacation leave during their first year of employment, and they may take no vacation leave. On the first Hire Date Anniversary, 10 vacation leave days (80 hours) shall be awarded in a lump sum, and employees will simultaneously begin accruing vacation leave on a weekly basis at 1.53 hours per week. On the fifth Hire Date Anniversary, the accrual rate shall change to 2.30 hours per week,

and on the fifteenth Hire Date Anniversary, the accrual rate shall become 3.07 hours per week. Notwithstanding the above, the regulation of vacation of secretaries and Communications Specialists is governed by the city's Personnel Plan.

- 10.3. Vacation leave shall be used within one anniversary year after its award or accrual. That is, on employees' Hire Date Anniversaries, they may have up to one year's accrued vacation leave "carried over" into the next year. Any unused vacation leave in excess of the previous year's total annual accrual shall be immediately forfeited on the Hire Date Anniversary unless the City Manager has approved an exception to policy based upon unusual circumstances. Example: an employee reaching the fourth Hire Date Anniversary with 12 vacation days accrued but not used will forfeit two vacation days, as only 10 days (the annual accrual) may be carried over into the next anniversary year.
- 10.4. The Chief of Police or a designee shall schedule (determine the time and order of) all vacations in the department, and all requests for vacation leave must be submitted to the Chief in writing at least four (4) weeks in advance. The Department shall provide notification to an employee within 10 days of his or her request as to whether the request is granted or denied. Vacations shall not interrupt nor interfere with the normal operations of the Police Department, and the Chief shall have the right to change the vacation schedule so as to prevent any such interruption or interference. The Chief of Police may designate reasonable "no vacation" time periods based on known seasonal peak demand work periods. Unless the Chief or designee specifically authorizes an exception, no employee shall take vacation leave in excess of 10 days at one time, regardless of the annual entitlement. No more than two (2) employees shall take vacation leave at any one time unless the Chief of Police has ruled that such leave will not seriously reduce the operational effectiveness of the department.
 - 10.4.1. Requests for vacation leave of one week or more must be submitted at least four (4) weeks in advance unless waived by mutual agreement. Vacation leave may be taken in one or half day increments and requests must be submitted at least two weeks in advance unless waived by mutual agreement.
- 10.5. Vacation leave shall be paid at the regular straight-time rate for the number of regular hours normally scheduled for the employee. Employees desiring advance vacation pay prior to taking the leave must make such request through the department payroll clerk at least 15 days before the pay day that the pay is to be received. Under no circumstances will advance vacation pay be paid in an amount exceeding the actual number of accrued vacation leave days (and any paid holidays) being taken. The City shall not grant payment in lieu of vacation leave, except upon termination of employment.
- 10.6. Any regular (full-time) employee whose employment is terminated, voluntarily or involuntarily, after the first Hire Date Anniversary shall be compensated for all vacation time accrued up to the date of termination.

- 10.7. When a paid holiday falls within a vacation leave taken by an employee who would normally take the holiday off with pay, the employee shall not be charged with having used a vacation day for that date. Employees who would normally work the holiday and receive additional holiday pay shall be charged a vacation day but shall also receive the holiday pay.
- 10.8. Vacation Leave (Part-Time Employees). Members of the bargaining unit who are regular part-time employees are defined as those working regularly scheduled shifts of at least twenty hours per week. On-Call employees are not regulars. Regular part-time employees accrue no vacation during the first year of their employment. On the first Hire Date Anniversary, they shall begin to accrue vacation leave at the rate of .096 days per week (five days per year). All other provisions of vacation leave are the same as for regular full-time employees (see above).
- 10.9. Implementation. Accrual of vacation time pursuant to this system commenced with the pay period beginning January 7, 1996.

ARTICLE XI

BEREAVEMENT LEAVE

- 11.1. Any regular full-time employee shall be excused from work for not more than three (3) consecutive work days, provided that such excused work days can be taken in four consecutive calendar days, because of death in the immediate family and shall be paid the normal rate of pay for the scheduled working hours excused.

- 11.2. "Immediate family" shall mean spouse, domestic partner, parents, step-parents, parents-in-law, grandparents, children, stepchildren, brothers/sisters, a blood relative residing in the same household or a ward residing in the same household.

"Domestic partner" shall mean "unmarried adults living in a committed relationship who share a permanent residence, are both over eighteen (18) years of age and are not blood relatives of any degree that would prohibit legal marriage."

ARTICLE XII

SICK LEAVE

- 12.1. All full-time regular employees shall be entitled to sick leave in accordance with the following:

A. Amount; accumulation of unused time.

- (1) Each full-time regular employee shall have the equivalent of 96 hours' sick time made available the first day of each fiscal year. Unused sick time may be accumulated to a maximum of 480 hours.

- B. Paid sick leave shall be granted for absence from duty for the following reasons:
- (1) Illness.
 - (2) Noncompensable bodily injury or disease.
 - (3) Exposure to contagious disease; quarantine.
 - (4) Attendance upon a member of the immediate family whose condition requires the care of the employee, with prior approval by the department head and the City Manager or their designee.
 - (5) Dental and doctor appointments, with prior notice and approval by the supervisor.
 - (6) Up to three days for adoption or birth of a child.
- C. If absence is caused by accident compensable under workers' compensation, then the City shall pay the difference between workers' compensation and the employee's regular pay during the employee's sick leave eligibility. This shall be accomplished in the following manner:
- (1) The employee shall endorse the workers' compensation check to be payable to the City of Franklin. Upon receipt of the endorsed check, the City shall issue a check for the week in the amount of the employee's normal weekly wage or salary.
 - (2) Normally, a delay of some weeks occurs between the illness/injury and receipt of the first workers' compensation check. During this period, employees must use accrued sick leave (and vacation leave, if desired) to receive a paycheck from the City. Upon receiving the endorsed retroactive workers' compensation checks (which the employee is required to submit), the Finance Office will restore the appropriate amount (equivalent to the amount of the checks) or sick and/or vacation leave to the employee's accrued balances. New Hampshire Retirement deductions will also be refunded in the following paycheck as worker's compensation is not considered earnable compensation.
 - (3) When employees have reduced their accrued leave balances to zero yet remain absent from work and covered by workers' compensation, the City will provide no further payments or subsidies, and employees may cash their workers' compensation checks directly.
- D. Upon termination of employment, any unused accumulated sick leave balances are forfeited.

- E. If absence is caused by injury covered by workers' compensation, the employee may use sick time for a maximum of 40% of his or her usual workweek.
- F. Employees absent for any reason shall report to their department head or their designee immediately, giving the reason for their absence. The City Manager and/or department head may require, as a condition precedent to the payment of sick leave, the certification of a qualified physician certifying the employee is fit for duty. Whenever sick leave is requested to be used in conjunction with vacation leave, a physician's statement shall be required in each instance. In all cases, a physician's certificate shall be required if the absence is three days or more.
- G. If the department head has reason to believe that an employee is misusing sick leave in any way, including but not limited to calling out sick falsely or calling out sick in a regular pattern, the department head may require certification of a qualified physician certifying the employee is fit for duty. Any abuse may be subject to disciplinary action up to and including termination.
- H. Sick leave may be used in fifteen-minute increments.
- I. Sick days will be given to all part-time regular employees on a prorated basis. All other provisions of sick leave in the personnel rules and regulations shall apply.
- J. Upon approval of the City Manager, in an extreme emergency, employees may request, in writing, a donation of accumulated, unused sick time to another employee.
- K. After completing 30 days' service, full-time regular employees will be covered by the City's current short/long-term disability plan on the first day of the following month. Coverage is at the City's expense for full-time regular employees, subject to the availability of approved funding. Because of delays in receiving disability checks from the insurance company, employees may use available sick and vacation time to continue receiving weekly paychecks. Insurance checks will be signed over to the City, and the employee's leave balances up to the amount of the disability check will be restored. At no time will paid accrued leave balances and paid disability total more than the employee's weekly pay based on the employee's regularly scheduled weekly hours.

12.2. Family Medical Leave Act of 1993 (FMLA)

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

12.2.1.A. Birth and first year care of a child;

12.2.1.B. Adoption or foster placement of a child in the employee's home;

- 12.2.1.C. Serious medical condition of the employee's spouse or partner, child, or parent, or;
- 12.2.1.D. Employee's own serious medical condition which renders the employee unable to perform the functions of the job.
- 12.2.2. The City shall maintain group health benefits under the existing conditions during the period of FMLA leave, and shall restore the employee to the same or equivalent position and to all other benefits upon conclusion of the FMLA leave. Vacation and sick leave shall not accrue during the unpaid leave.
- 12.2.3. Eligible employees are defined as those who have worked for the City of Franklin for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12 months preceding the start date of the requested leave.
- 12.2.4. Implementation.
 - 12.2.4.A. Requests for unpaid FMLA leave shall be submitted in writing 30 days in advance through the Chief of Police to the City Manager, who is the approving authority. Requests not within this time frame must contain justification for shorter notice.
 - 12.2.4.B. The City shall have the right to require medical certification of the illness or of the employee's need to care for the ill person prior to approving unpaid FMLA leave, and shall have the right to require reasonable periodic medical re-certifications during the unpaid leave. The City further has the right to require additional medical certification at any time by a physician of the City's choosing and at the City's expense.
 - 12.2.4.C. Employees shall be required to exhaust all vacation balances prior to taking unpaid leave and in those instances in which the employee is personally ill, all sick leave balances shall be exhausted also prior to the approval of unpaid leave.
 - 12.2.4.D. Twelve weeks in "any 12 month period" shall be measured backward from the date that the requested leave is to begin. Example: An employee requests one week of unpaid leave under the FMLA to begin July 15. The Police Chief shall review the amount of FMLA unpaid leave taken during the preceding 12 months back to the previous July 15, and shall recommend denial of the leave if 12 weeks have already been taken during that time. Any FMLA leave taken during that time which was charged against an accrued leave balance shall not be counted as part of the "12 weeks in twelve months."

12.2.4.E. FMLA leave may be taken intermittently as needed, in increments as small as one hour. (Example: An employee requests one unpaid hour three days per week for chemotherapy sessions). The City retains the right to assign employees to an alternative position at equivalent pay and benefits if the alternative position is better suited for intermittent leave. (NOTE: The FMLA provides that payroll deductions for unpaid intermittent leave may be applied to salaried, exempt employees without jeopardizing their FLSA exempt status).

12.2.4.F. The City retains the right to require periodic statements of intent to return to work from employees absent on unpaid FMLA leave.

ARTICLE XIII **MILITARY LEAVE**

- 13.1. Whenever employees must be absent from work due to their participation on active duty as a member of the Reserve Component of the United States Armed Forces, the City guarantees all rights and privileges accorded such employees by the Soldiers' and Sailors' Relief Act and the Veterans' Readjustment Act.
- 13.2. Employees called to active duty for training or during national emergencies, shall be guaranteed restoration to employment at the same level of benefits and compensation that would have pertained if employment had not been interrupted by military service.

ARTICLE XIV **RESIDENCY**

- 14.1. All members of the Bargaining Unit serving in the patrol and dispatch functions shall live within **one (1) hour** response time to the Franklin Police Station at normal driving speeds. The Chief of Police, or his designee, shall make a final determination as to whether any residence meets the criteria of this article. Such determination shall not be subject to the grievance procedure. The Chief of Police may allow for minor deviations from the policy established herein. All bargaining unit members employed by the City within the Police Department as of May 10, 1995 shall have their current residences exempted from the above policy. In the event that any member so exempted desires to relocate their residence, such relocation shall be to a residence that is no less conforming to this policy than the present residence. For additional future relocations, such relocations shall either be more conforming to this policy or, at least not less conforming than the residence which is being vacated.

ARTICLE XV
MILEAGE

- 15.1. Personal vehicles shall not be used for official business unless no City vehicle suitable for the task is available. Use of a personal vehicle must be for the City's convenience, not the employees. In the event that the use of a personal vehicle is necessary and authorized as such by the Chief of Police, employees shall be reimbursed at the same rate per mile as is established by the City Council for all employees, provided that the appropriate voucher forms have been filed. Employees shall also be reimbursed for necessary toll and parking fees incidental to duties performed in the employee's personal vehicle, police cruiser or other City vehicle.

ARTICLE XVI
UNIFORM ALLOWANCE

- 16.1. The Chief of Police or his designee shall establish the uniform of the Department which shall not be altered or changed by the bargaining unit employees. The City shall supply each employee with a reasonable quantity of uniform items, including footwear and winter boots, and shall replace same on an as needed basis, subject to the qualifications contained in Section 2, below.
- 16.2. Uniform items that are damaged, destroyed, are made unserviceable or are unrepresentable will not be replaced by the Police Department, if in the opinion of the Chief, the damage resulted from the carelessness, negligence or improper use by the employee.
- 16.3. Items to be returned. Employees, at the time of termination of employment, are required to return all articles of uniforms and equipment which were provided by the employer.
- 16.4. Cleaning of uniforms. The City shall provide cleaning for two sets of uniforms per week per uniformed employee, except during leave periods. In the event that the City's contracted cleaner is unavailable or closed for a period in excess of one (1) week, the City agrees to reimburse employees for one (1) uniform cleaning at a non-contracted service.
- 16.5. Each employee who is employed in the position of detective or juvenile officer as of July 1st of any year of this contract shall, during the first pay period of the fiscal year, receive an annual clothing allowance in the amount of \$500.00.

ARTICLE XVII
SENIORITY

- 17.1. Seniority shall be measured from the last date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

Retirement
Discharge
Layoff for one (1) year; or
Absence due to illness or accident in excess of twelve (12) months.
Failure to return from lay off within fourteen (14) calendar days or
notification that a permanent full time job is available.

- 17.2. This definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Department to make personnel decisions in whole or in part on the basis of seniority.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

- 18.1. The City and the Police Department agree that it may only discipline or discharge members of the bargaining unit for just cause, which is unsatisfactory performance or misconduct as defined in the City's Administrative Code, Personnel Policy, Rules, and Regulations, violation of department rules or regulations; provided however, that the term "discharge" shall not include termination of employment directly caused by departmental reduction or restructuring for bonafide financial, regulatory, or law enforcement reasons.

18.1.1. Discipline shall include any of the following: reprimand, written reprimand, suspension, reduction in rank or discharge.

- 18.2. Disciplinary Procedures.

Prior to the institution of any discipline other than a verbal warning, the affected employee shall have the opportunity to meet with the Chief of Police. The employee may be accompanied by the Union President, Vice President, Secretary, Treasurer or other professional representative of NEPBA.

- 18.3. Any employee who will be interviewed or ordered to write a report concerning any act which if proven could reasonably result in any type of discipline shall be afforded the following safeguards:

The employee will be informed prior to any interview or ordered written memo if the City believes the employee is a suspect in any investigation regarding a criminal offense or misconduct which could lead to any discipline.

The City will comply in good faith with the requirements of this section but the Union recognizes that the City may not always be able to identify whether the referenced employee is a suspect in the early stages of an investigation or interview.

- 18.4. The employee will be informed of the nature of the investigation and the allegations against them. The employee will be afforded the opportunity to consult with the representative of their choosing prior to any interview or ordered written memo. The employee shall be afforded the right to have the representative of their choosing at any interview. The employee shall have the right to review Police reports on file to refresh their memory prior to being interviewed. The Union and the City agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed. The rights afforded the Bargaining Unit members in this paragraph apply to disciplinary investigations and procedures only and do not apply in criminal investigations or disciplinary investigations that later become criminal investigations.
- 18.5. If the City records the interview in any manner, a copy of the complete interview shall be furnished upon request and at the same cost the City is required to pay for the copy, if applicable.
- 18.5.1. Interviews with any employees shall be conducted absent circumstances of intentional intimidation, abuse, coercion or threats. The employee shall be entitled to reasonable intermissions as requested for personal necessities and/or to consult with their representative.
- 18.6. Interviews and investigations shall be completed without unreasonable delays. Upon request, the employee shall be provided notification of the status of the investigation within three (3) working days. Except in unusual circumstances, such request by the employee shall be made not more frequently than once every ten (10) days.
- 18.7. If the investigation results in any discipline against the employee, a complete copy of the investigation will be furnished upon request, said copy shall include all reports, recordings and transcripts. The copy shall be furnished at the same cost the City is required to pay for the copy. Whenever possible, should the information not be in the complete report, the employee shall be furnished with the names, addresses and telephone numbers of all complainants and witnesses who were interviewed in the investigation. It is understood that the report may be redacted for purposes appropriate in the discretion of the City.
- 18.8. Any form of disciplinary action against the employee shall be for just cause and will be subject to the grievance procedure except as specifically stated herein.
- 18.9. The City agrees to counsel and/or reprimand employees privately with the understanding that immediate spot corrections are sometimes appropriate in the workplace but will occur in a format designed not to subject the employee to undue significant embarrassment.
- 18.10. An employee may request that a disciplinary record be removed after a three (3) year period of good conduct if disciplined with a verbal or written warning or reprimand and after four (4) years of good conduct if disciplined with a more stringent disciplinary

action. If the employee's request is denied, it shall not be resubmitted for a period of two (2) years from the denial decision.

- 18.11. All employees shall be allowed access to their personnel files and records during normal working hours for inspection and/or copies of documents which will be provided by the City. Said inspection shall be made subject to prior arrangement with the City.
- 18.12. Employees shall be provided a copy of all City and Police Department policies and procedures. Employees shall be issued all policies and procedures and subsequent modifications or updated in writing.

ARTICLE XIX **EMPLOYEE INDEMNIFICATION**

- 19.1. The City shall defend members of the bargaining unit against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The City shall indemnify members of the bargaining unit for any judgments entered against them arising out of any act or omission by the employee acting in good faith within the scope of his/her employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the City.
- 19.2. The obligation of the City to defend and indemnify shall not: (a) extend to act to alleged criminal conduct by members of the bargaining unit; or (b) preclude discipline or discharge of the members of the bargaining unit for the conduct which gave rise to the claim.

ARTICLE XX **CALL BACK**

- 20.1. Callback Pay: Regular (full time) employees who are members of the bargaining unit and subject to the FLSA (non-exempt employees) who have left their normal places of work at the end of their regularly scheduled shifts, but who are called back to duty with no advance notice prior to the start of their next regularly scheduled shift, shall be paid a minimum of four (4) hours of pay at the rate of 1.5 times their normal hourly rates. Callback work in excess of four (4) hours shall be paid at the rate of 1.5 X normal hourly rate X actual hours worked (to the nearest tenth of an hour). Employees called back twice or more within the initial four (4) hours will be paid only one four (4) hour minimum. This policy applies only to unscheduled, regular overtime. Regular overtime scheduled before employees have left their place of duty shall be paid as regular overtime, even if the employees left their place of duty before returning to perform the overtime. An early call-in to report for work at an earlier than normally scheduled time does not qualify for callback pay. Callbacks shall not be used for routine duties which

may be as efficiently accomplished through the use of an early call in or an extended shift, except in unusual circumstances where it is deemed necessary to use a callback for such duties for the appropriate discharge of the Department's mission. When the purpose of the callback has been completed, an employee's supervisor may, but shall not be compelled to, release the employee from further duty before the conclusion of the four (4) hour minimum time span.

ARTICLE XXI
WAGES, LONGEVITY, OVERTIME, PRIVATE DETAILS,
PROFESSIONAL MEMBERSHIP, EDUCATION

21.1. Wages.

21.1.1. Appointment Rates:

- 21.1.1.A. The classes of jobs within the bargaining unit and their assignment to pay grades are shown at Appendix A. The minimum rate of pay for a class shall normally be paid upon appointment to a position within the class. Appointment rates above the minimum rate may be paid with the approval of the City Manager. Justification for approval will include recognition of exceptional qualifications of the appointee, previous related experience or the lack of qualified persons available at the minimum rate.
- 21.1.1.B. Police Officers who have not been certified by the New Hampshire Police Standards and Training Academy as full time Officers, but who are employed full time as such shall receive wages no less than entry level (Step One) for a Franklin Police Officer until such certification has been received.

21.1.2. Wage Increases:

- 21.1.2.A. Salary adjustments (step increases) within established ranges in the approved budget shall not be automatic, but shall be based upon the merit system as recommended by the Chief of Police and approved by the City Manager. Subject to approved fiscal year funding in an approved budget, all regular full time employees and regularly scheduled part time employees may be awarded merit pay raises in the form of steps (normally one) within the appropriate labor grade, which shall primarily be based upon successful goal achievement as evidenced by the performance appraisal for the preceding anniversary year. Rarely, and upon the Chief's recommendation, the City Manager may award one additional step to employees demonstrating truly exceptional merit

above their peers. Merit increases shall be effective on the first Sunday following the Hire Date Anniversary of employees. For employees who are promoted to a position on a higher labor grade, the Promotion Anniversary date shall be used for pay purposes rather than the Hire Date Anniversary. Promoted employees shall be subject to a six-month "performance probation" period, during which time unsatisfactory performance may be grounds for demotion or termination of employees. Employee Performance Appraisals shall be completed annually in the month immediately prior to the Hire Date (or Promotion Date) Anniversary for every employee. Any employee receiving an unfavorable evaluation that leads to the denial of a merit increase shall be entitled to a meeting with appropriate supervisory personnel. Step increases shall not automatically continue upon the expiration of this agreement or any subsequent agreement unless specifically so stated.

- 21.1.2.B. Any employee that has not received their completed performance appraisal by the end of the pay period immediately following their anniversary date shall be allowed to meet with the Chief of Police. If the employee still has not received their completed performance appraisal within seven (7) days after the meeting with the Chief of Police, the employee shall be allowed to meet with the City Manager.
- 21.1.2.C. Commencing **July 2, 2023 (retroactive to that date)** the pay table attached hereto as Appendix A shall become effective. **Step increases as described below may apply to the second and third year of this contract.**
 - 21.1.2.C.1. For the second and third year of this Agreement, all bargaining unit employees shall receive the same cost-of-living adjustments **and step increases** as all non-unionized employees of the City are granted.
- 21.1.2.D. The City will provide a paycheck stub breakdown in the following categories: regular pay, overtime pay, court pay, detail pay, vacation pay and sick pay. The City will also show accumulated individual leave accruals.
- 21.1.2.E. Payment of Wages. Employees shall be provided at least two (2) weeks notice in advance of any change in the frequency of pay periods.

- 21.1.3. Longevity Pay. On the appropriate Hire Date Anniversary, Regular (full time) employees shall be moved to the corresponding Longevity Pay Table. Employees moved to a Longevity Pay Table will occupy the same labor grade and step as on the previous table. The Longevity Pay Tables (attached) award longevity payments on an hourly basis which equate to annual payments as shown below:

<u>Anniversary</u>	<u>Annual Longevity Pay</u>
New Hire	Table A (Regular Pay Table)
10th Anniversary	Table B (\$500 Annual Increase)
20th Anniversary	Table C (Additional \$500 Annual Increase)

21.1.4. Overtime Payment:

- 21.1.4.A. All employees not exempt from the Fair Labor Standards Act (FLSA) shall be paid at 1.5 times their normal hourly rates for each hour or portion thereof actually worked in excess of 40 hours worked in a work week. The City's work week is defined as from 12:01 am Sunday morning to 12:00 pm (midnight) Saturday. A work day is defined as from 12:01 am until 12:00 pm (midnight). For purposes of overtime pay calculations, all paid holidays, bereavement leave, and all absences charged against an employee's accrued leave balances shall be treated pursuant to the City Personnel Plan as in effect as of the effective date of this contract (July 1, 2014). Paid absences not charged to accrued leave balances, such as administrative leave or leave without pay, shall not count as hours worked in a week.
- 21.1.4.B. Overtime is not authorized unless approved in advance by the employee's immediate supervisor. Any overtime worked without such advance approval shall not be paid. The Chief of Police may, at his/her discretion, issue blanket advance approval for certain specific frequently reoccurring situations.
- 21.1.4.C. Compensatory Time. The City's normal practice is to pay monetary overtime. At the employee's request, the Chief of Police may authorize compensatory time off in lieu of monetary payment for overtime. Compensatory time for non-exempt employees shall be paid at the same rate as cash overtime; each hour of overtime worked is compensated by one and one-half hours of paid absence from work. Compensatory time may be accrued up to forty hours; any overtime thereafter worked shall be paid in cash until the compensatory time balance has been reduced below forty hours.

With the Chief's permission, compensatory time may be used in conjunction with other paid absences.

- 21.1.4.C.i. Overtime shall be assigned to qualified full-time employees on a rotating basis, according to seniority. No part-time employee shall be assigned to cover overtime or regular shifts when there are full-time employees available and willing to take the shifts. Overtime for which there is less than four (4) hours notice may be filled at the City's discretion.
- 21.1.4.C.ii. For the purposes of contacting the employee regarding available overtime, a telephone call to the phone numbers (not to exceed two (2)) provided by the employee shall be placed and a message left if possible. This process shall not apply if the employee is available in person or working at the time. If the City is unable to reach an employee promptly, it may move to the next individual on the rotation list.
- 21.1.4.C.iii. Swapping of an overtime assignment shall not be permitted. Any overtime assignment that cannot be filled by the original employee who took the assignment must be filled by reassigning it from the rotating list.
- 21.1.4.C.iv. Employees may elect not to be placed on the rotation list by notifying the Chief of Police or his/her designee. It is understood that the Chief may, in his/her sole discretion, require overtime of any employee to meet the requirements of the City or Department.
- 21.1.4.C.v. The City shall post a detail information sheet for one (1) week after of the filling of overtime shifts.

21.1.5. Private Details.

- 21.1.5.A. Section 1: Private details are those details which are supported by a funding source other than the salary or overtime accounts of the Franklin Police Department.
- 21.1.5.B. Section 2: All private details shall be paid at a rate of time and one-half or **\$53.50** per hour, whichever is higher for the specific officer assigned to the detail, from the date of ratification in 2023 forward, **\$53.50** per hour in the **fiscal year**

2024, \$55.00 per hour in the fiscal year 2025 and \$56.50 per hour in fiscal year 2026. The City may charge an additional administrative fee in connection with private details, said fee remaining the property of the City. The above rate shall apply to all members of the bargaining unit as of the date of ratification of this contract.

An employee shall be paid a minimum of four (4) hours pay pursuant to this section for any private detail assigned.

- 21.1.5.C. Section 3: Private details are not subject to the overtime provisions of this agreement. However, in the event that no eligible officer volunteers for a private detail, the Chief of Police or his designee may in their discretion make a mandatory assignment of a private detail. In such case, such assignments shall be in order of inverse seniority on a rotational system established by the Chief.
- 21.1.5.D. Section 4: Private details shall be offered to all qualified police officer employees of the Department and distributed on an equitable rotational basis. A rotational list shall be established to ensure that private details are so distributed. The list shall be established in order of seniority with the Chief of Police having the discretion to place current part-time or special officers within the rotational list at any location. Future full time officers shall be placed on the list so they shall be the last to receive private detail assignments as of the date which they are placed. The Chief shall retain full discretion to place future part-time and/or special officers within the rotation. In the event that an individual either refuses to accept a private detail or is unable to accept same for any reason, including lack of availability for notice purposes, that detail shall then be offered to the next employee on the rotational list. For each detail, the Department shall commence offering to employees on the list at the point in the list immediately after the name of the employee who received the last private detail assignment. For purposes of contacting an employee regarding an available detail, a telephone call shall be placed to the numbers (not to exceed two (2)) provided and a message left if possible. This procedure shall not apply if the employee is available in person or on duty at the time.
- 21.1.5.E. The swapping of details shall not be permitted. A detail that cannot be filled by the original officer who accepted the officer must be filled by reassigning it from the call list.

- 21.1.6. Municipal Details. A municipal detail shall be defined as a detail worked by a bargaining unit member, which would normally qualify for overtime pay which is a scheduled event such as a parade, municipal ceremony or other similar occurrence for which payment is drawn from the municipal police budget as opposed to a private detail or other overtime assignment as described above. Municipal details, to the extent that they occur in hours that would otherwise qualify for overtime pay, will be paid at a minimum of four (4) hours at the employee's overtime rate.
- 21.1.7. Witness Fees. Any off-duty police officer/dispatcher who must physically appear in court for matters arising out of his or her official duties, including conferences with prosecution officials, hearings and complaints, signing of complaints, civil court, involuntary hospitalization hearings, depositions, parole or probation hearings, and motor vehicle hearings or any other approved meeting location directed or approved by supervising officers shall be compensated by a minimum of four (4) consecutive hours of the employee's overtime rate. In the event that a bargaining unit member is required to appear separately in both a morning and afternoon session of the court, the employee shall be compensated by a minimum of four (4) consecutive hours at the employee's overtime rate for the second appearance. Should an officer be required to make an appearance outside of the guaranteed minimum stated above, said appearance being contiguous in time, then the officer shall receive overtime pay for actual time worked. Such payment shall not apply to civil cases privately brought or similar matters where the Franklin Police Department is not an active party to the matter. In such cases, officers shall be compensated in accordance with State law, the rules of court or other applicable regulation by the outside party requesting their presence and/or participation.
- 21.1.8. Field Training Officer. Any bargaining unit member who serves as a Field Training Officer shall receive a \$1.00 per hour pay differential for time when that employee is actually serving as a Field Training Officer involved in the direct supervision of a junior employee.
- 21.1.9. Educational Incentive. Any employee who, while a full-time employee of the Department, earns or has previously attained a degree listed in this Section shall have added to their base pay for achieving the following educational degrees:

Associate's Degree: \$500.00

Bachelor's Degree: \$750.00

Master's Degree: \$1,000.00

The coursework leading to the referenced degrees shall be reasonably related to law enforcement or related topics in which the educational training would

confer a benefit upon the Department. This requirement will be broadly interpreted but will remain within the discretion of the Chief of Police or his/her designee. Determinations made pursuant to this section shall not be subject to the grievance procedure. Upon the request of the Chief of Police, or his/her designee, any Union Member receiving this benefit shall, upon reasonable notice and at reasonable intervals, conduct or participate in Department training sessions utilizing the information and skills obtained through the relevant degree program.

21.1.10. O.I.C. Any Bargaining Unit member who serves as an Officer-in-Charge shall receive a \$3.00 per hour pay differential for time when that employee is actually serving as the Officer-in-Charge.

21.1.11. Dispatch Shift Differential. Any bargaining unit member assigned to dispatch duty for either of the following shifts shall receive the listed increases in their hourly rate of pay: **second shift – \$1.00, third shift – \$1.50.** This benefit shall apply only to hours actually worked by the employee and not to any form of leave or other form of compensation. For purposes of this section, work performed primarily between 3:00 – 11:00 p.m. shall be considered second shift and work performed primarily between 11:00 p.m. – 7:00 a.m. shall be considered third shift.

ARTICLE XXII

INSURANCE AND RETIREMENT

- 22.1. The City will provide to members of the Bargaining Unit health and life insurance on the same terms and conditions (level of benefits, deductibles, premium co-payments) as provided to non-union employees of the City.
- 22.2. The City shall continue the present practice of allowing the members of the bargaining unit to participate in the New Hampshire State Retirement System.

ARTICLE XXIII

PHYSICAL READINESS

- 23.1. All newly sworn police officers, full or part-time, shall be required to pass such physical readiness and other examinations as required for certification by the State of New Hampshire.
- 23.2. It shall be a continuing condition of employment for all sworn police officers who are members of the Bargaining Unit to continue to meet the standard applied in Section 23.1., above. Any officer exempt from this requirement as of the effective date of this contract

shall continue to have the benefit of that exemption subject to amendment by the State of New Hampshire.

- 23.3. Any employee returning to work after a work interruption of at least one calendar week (7 consecutive days) due to illness or injury may be required to present to the City a certificate of physical fitness for performance of his proposed duties. Such certificate shall be signed by the employee's physician and shall duly identify the employee and shall also state that the employee is qualified to resume his employment. In the event that an employee is required to obtain such a certificate from a physician chosen by the City, that will be accomplished without cost to the employee. If the City's physician does not agree with the conclusion reached by the employee's physician, the employee shall submit to an examination by an impartial physician agreed upon by both the employee's physician and City's physician. The cost of the examination by the impartial physician shall be born by the employer.

23.4. Physical Examinations and Drug Testing.

- 23.4.1. The City of Franklin shall require a physical examination, including drug tests, as a condition for employment, and may require other medical or psychological testing to be performed by a qualified physician to be selected by the City. The City will assume the cost for the physical and laboratory tests and any other medical or psychological testing required.

- 23.4.2. Drug Testing Program. The City shall implement and operate a drug testing program in accordance with the following.

I. PURPOSE:

This Administrative Regulation describes the City of Franklin's drug and alcohol testing program for all staff of the Franklin Police Department. Within this policy are the procedures for testing, record keeping and enforcement that will be used by the City to monitor and ensure compliance.

The policy will comply with Federal Department of Transportation and Federal Motor Carrier Safety Administration (FMCSA) mandates found in 49 CFR-Part 40 (Procedure for Transportation Workplace Drug and Alcohol Testing Programs) and 49-CFR Part 382 (Controlled Substances and Alcohol Use and Testing).

II. POLICY STATEMENT:

The City of Franklin has a strong commitment to the health, safety and welfare of its employees, their families and the public at large. Therefore, the City seeks to hire and employ workers who are free of illegal drugs and alcohol. The Franklin Police Department will conduct pre-employment, random, reasonable suspicion, post-vehicle accident and return-to-duty (following a confirmed positive test) drug and alcohol testing.

III. RESPONSIBILITIES:

A. All Franklin Police Department personnel shall comply with the following:

- 1.) Submit to and cooperate with drug and alcohol testing as required.
- 2.) Not report for duty within four (4) hours of using alcohol or remain on duty while under the influence of alcohol or controlled substances. An alcohol concentration of 0.02 to 0.039 will preclude assignment to duties for a period of twenty-four hours. An alcohol concentration of .04 or greater shall be actionable under Section IX of this policy.
- 3.) Not use alcohol or controlled substances while on duty.
- 4.) Not consume alcohol after an accident that requires alcohol testing for eight hours or until tested, whichever occurs first.
- 5.) Properly participate and successfully complete any rehabilitation program prescribed by a substance abuse professional (SAP).

B. The City of Franklin shall:

- 1.) Pay all costs for testing, training and record keeping. The City may contract for testing and other services related to this policy and will ensure that procedures used for testing meet and exceed the requirements of 49 CFR-Part 40. The City will closely monitor the vendor who provides testing services to protect the employees, ensure the integrity of the testing processes, and safeguard the validity and attributability of the test results.
- 2.) Provide training for all covered employees on the content of the policy and governing directive. Additional training will be provided when changes in the policy or those directives occur. (Material to be provided to employees is outlined in 49 CFR 382.601).
- 3.) Pay all costs for testing associated with any employee's first positive test results. This includes subsequent required testing. This is for the first offense only. If any employee fails required testing after the first positive result he or she will pay all costs associated with the second test.

IV. TESTING:

A. Requirements for controlled substance testing:

- 1.) Random Testing – A periodic, unannounced, scientifically random selection of covered employees will determine the participants required to

meet the annual number of random controlled substance tests designated by FMCSA. The random testing selection process shall comply with 49 CFR Part 382.305 (i)(1) and (i)(2).

- 2.) Post Accident Testing – Any on-duty employee involved in a motor vehicle accident will be tested as soon as practicable after the accident, but no later than 32 hours. Employees must not consume alcohol or drugs after an accident that requires testing for eight hours or until tested, whichever occurs first.
- 3.) Reasonable Suspicion Testing – Testing will be required whenever the Police Chief, or their designee, observes specific, contemporaneous articulable conditions of appearance, behavior, speech or body odors and including chronic or withdrawal symptoms indicating the use of a controlled substance by a covered employee.
- 4.) Pre-employment Testing – Prior to any final offer of employment, any Police Department applicant must be tested for controlled substances with a negative result. The hiring offer will be conditional upon test results.
 - a.) The applicant shall be given a copy of this policy and will be informed of the test appointment.
 - b.) The Medical Review Officer will notify the applicant of positive test results. The MRO will give the applicant an opportunity to discuss the results prior to release of the information to the City of Franklin.
 - c.) After the City Manager has received the test results, eligibility for employment will be determined. The test results shall be kept confidential.
- 5.) Return to Duty Testing – A directly observed controlled substance test with verified negative results must be completed for any employee who has previously tested positive before the employee may return to duty.
- 6.) Follow-up Testing – Following return to duty after removal for controlled substance use, an employee who has completed a prescribed rehabilitation program will be tested (directly observed) at least six times, not to exceed twelve times in the first twelve months after return. Further follow-up testing may be conducted for up to sixty months. Costs for all follow-up testing will be borne by the City for the first positive test result only. If any employee tests positive after the first positive test he/she will pay for all costs associated with the second positive test.

B. Requirements for alcohol testing:

- 1.) Random Testing – A periodic, unannounced, scientifically random selection of covered employees will determine the participants required to meet the annual number of random alcohol tests. The percentage of covered employees tested will be at least 10%, except that in no case will the percentage tested exceed that in effect for Commercial Motor Vehicle drivers as prescribed by the FMCSA. The random testing selection process shall comply with 49 CFR Part 382.305 (i)(1) and (i)(2).
- 2.) Post Accident Testing – Any on-duty employee involved in a motor vehicle accident will be tested as soon as practicable after the accident, but no later than 8 hours. Employees must not consume alcohol or drugs after an accident that requires testing for 8 hours or until tested, whichever occurs first.
- 3.) Reasonable Suspicion Testing – Testing will be required within 2 hours whenever the Police Chief, or their designee, observes specific, contemporaneous articulable conditions of appearance, behavior, speech or body odors indicating prohibited use of alcohol by an on-duty covered employee.
- 4.) Return-to-Duty Testing – An employee who has engaged in conduct prohibited by this policy involving alcohol must have an alcohol test with a result indicating alcohol concentration of 0.00 before being returned to duty.
- 5.) Follow-up Testing – Following return-to-duty after removal for alcohol misuse, an employee who has completed a prescribed rehabilitation program will be tested at least six times, (not to exceed twelve), unannounced, in the first twelve months after return. Further follow-up testing may be conducted for up to sixty months.
- 6.) Confirmation Testing – Any test resulting in indication of alcohol concentration greater than 0.02 will be followed as soon as practicable by a second test to confirm the quantitative data of alcohol concentration.

V. NOTICE:

All recruitment announcements for any Police Department position will disclose that a drug-screening test will be required for the applicant.

VI. TESTING TECHNIQUES:

A. Drug Testing:

- 1.) Drug testing is accomplished by analyzing the employee's urine specimen (urinalysis). Specimens will be collected at a location selected by the City of Franklin. The testing facility must assure that specimen collection be done in a dignified, professional and confidential manner. Once the employee provides a urine specimen, it is sealed and labeled by a certified/authorized agent of the testing facility. A chain of custody document is completed in the presence of the employee, and the specimen is shipped to a US Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory.
- 2.) All urinalysis procedures are required to include split specimen techniques. Each urine sample is subdivided into two containers and labeled as primary and split specimens. Both specimens are forwarded to the laboratory. Only the primary specimen is used in the urinalysis. In the event of a confirmed positive test result, the split specimen may be used for a second confirmation test. This test will be done at a SAMHSA certified laboratory if requested in writing by the employee within 72 hours. If the second confirmation test is positive the employee will be charged for this test. In the event the second test is negative, the City will pay for the second test.
- 3.) During testing, an initial screening test is performed. If the test is positive for one or more drugs, a confirmation test will be performed.
- 4.) All test results are reviewed by a Medical Review Officer (MRO) prior to results being reported to the City of Franklin. In the event of a positive test result, the MRO will first contact the employee and conduct an interview to determine if there are any alternative legitimate reasons for the positive result (such as over the counter or prescription medications). If the MRO determines there is a legitimate medical explanation for presence of drugs, the results will be reported as negative.

B. Alcohol Testing:

Alcohol testing will be conducted using either an evidential breath testing (EBT) device or a saliva screening device listed as approved by FMCSA. A certified Breath Alcohol Technician (BAT), trained in the use of the EBT and alcohol testing procedures, must perform the breath test. Under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable. In the event of a confirmed positive test

result for alcohol, the employee, at their option and cost, may request an immediate blood test to be evaluated at a SAMHSA/NIDA certified laboratory of their choice.

VII. CONSEQUENCES:

If an employee or applicant violates this policy, the City of Franklin may consider, but is not limited to the following:

- A. Job applicants – Job applicants will be denied employment with the City if a positive test result has been confirmed or the applicant does not request a confirmation test. Applicants shall be informed in writing if they are rejected on the basis of a confirmed positive test result.
- B. Refusal to Submit – Any employee who has been notified of the requirement for testing, who fails to provide adequate breath for alcohol testing, fails to provide adequate urine for controlled substance testing or engages in conduct that clearly obstructs the testing process will be considered to have refused to submit to testing.
 - 1.) Refusal to submit will result in termination.
 - 2.) A job applicant who refuses to submit to a drug and alcohol screening test will be denied employment with the City of Franklin.
- C. Rehabilitation – When the evaluation of a Substance Abuse Professional (SAP) determines that a rehabilitation program, if any, is required by an employee to resolve problems associated with alcohol misuse or controlled substance abuse, the employee will properly follow the prescribed program as a condition of continued employment with the City. If any employee fails to follow the prescribed program established by the SAP he/she will be terminated.

VIII. DISCIPLINE:

- A. Alcohol
 - 1.) First positive test results: 0.04 or greater – Suspension of thirty calendar days without pay. Completion of treatment plan as determined by SAP. Failure to participate shall result in termination of employment.
 - 2.) Second positive test results: 0.04 or greater – Termination.
- B. Controlled Substance
 - 1.) First positive test results for controlled substance: Suspension of thirty

calendar days without pay. Completion of treatment plan as determined by SAP. Failure to participate shall result in immediate termination. Reinstatement shall be conditioned upon negative results for controlled substances upon retesting. Failure to receive a favorable result upon retesting shall result in termination.

2.) Second offense shall result in termination.

- C. Any infraction with loss of license shall be handled in accordance with the City License Suspension/Revocation Administrative Regulation No. 11.
- D. Any employee who willfully refuses to comply with the aforementioned testing and EAP requirements shall be terminated immediately. See section VIII, paragraph; A, B and C.

IX. CONFIDENTIALITY OF TEST RESULTS:

- A. All information from an employee or applicant drug and alcohol test is strictly confidential. Disclosure of test results to any other person; agency or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released by the MRO to the City until confirmed. The records of unconfirmed positive test results and negative test results will be maintained by the MRO, and reported to the City where they will be kept on file.
- B. Exceptions to these confidentiality provisions are limited to a decision maker in arbitration, litigation or administrative proceedings arising out of a positive drug or alcohol test or other violation of these rules, or as required by law.
- C. Any unauthorized or improper disclosure of confidential information associated with the application of this policy shall subject an employee to termination.

X. MISCELLANEOUS:

- A. If applicable, the City of Franklin will provide employees being tested with transportation to and from the testing site.
- B. Upon employee request, a union representative will be notified of an employee's reasonable suspicion or post-accident testing.
- C. Designated union representatives (i.e. Stewards) will be included in all supplementary and supervisory training held in relation to the performance of this policy.

- D. Specimens may only be tested for the covered drugs and the specimens may not be used to conduct any other analysis or test.
- E. The person who makes the determination of reasonable suspicion shall not conduct the test.
- F. If employees test positive for drug or alcohol consumption, as herein defined, the City will pay for all costs of the initial testing. If the employee tests positive as herein defined a second time he/she will pay for all costs associated with compliance with this policy.
- G. The name, address and contact information of all testing facilities and/or laboratories utilized by the City to conduct drug or alcohol testing shall be provided to the Union.
- H. The name and address of the medical review officer shall be provided to the Union.
- I. Except in emergency circumstances, or other circumstances which would otherwise reasonably render testing to be ineffective, all testing pursuant to this policy shall be conducted outside of the City of Franklin.

ARTICLE XXIV

GRIEVANCE PROCEDURE

- 24.1. For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an employee in the Bargaining Unit who alleges an actual instance of aggrievement and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must specify the specific Article and Section of this Agreement which has allegedly been violated, the date of the alleged violation, all witnesses to same and the relief requested.
- 24.2. Whenever an employee in the Bargaining Unit has a grievance as defined in Section 1, above, the following procedure shall be utilized or such grievance shall be deemed waived. The phrase "working days" as contained herein shall mean Monday through Friday, exclusive of legal holidays.
 - 24.2.1. The employee involved shall file the grievance in writing as specified above with the employee's immediate supervisor and the Union within ten (10) working days from the date of the event which gives rise to the alleged grievance.

- 24.2.2. If the grievant is not satisfied with the disposition of the grievance by their immediate supervisor or if no decision has been reached within five (5) working days after filing with their immediate supervisor, the grievant, together with the Union, may file the grievance with the Police Chief within ten (10) work days.
- 24.2.3. If the grievant is not satisfied with the disposition of the grievance by the Police Chief or if no decision has been reached within five (5) working days after filing with the Chief of Police, grievant, together with the Union, may appeal the decision of the Chief of Police to the City Manager within ten (10) working days. The decision of the City Manager shall be final and binding upon the parties and shall not be subject to any further appeal or redetermination. However, the Union or the employee may request an advisory opinion of the Personnel Advisory Board pursuant to Section D, below. It is understood that this step shall be advisory only and shall not alter the binding authority of the Manager in these matters.
- 24.2.4. If the grievant or Union is not satisfied with the disposition of the grievance by the City Manager or if no decision has been rendered within ten (10) working days after the meeting at which the City Manager originally considered said grievance, the Union may request that the City Manager submit the matter to the Franklin Personnel Advisory Board pursuant to **Section C-45** of the Franklin City Charter. Said request of the City Manager to submit the matter to the Personnel Advisory Board shall be in writing. It is understood that the decision of the Personnel Advisory Board is advisory only and does not alter the binding authority of the Manager in these matters.
- 24.2.5. Any of the time requirements stated in this article may be extended by mutual written consent.
- 24.3. Excluded from this grievance procedure are grievances which question the exercise of rights set forth in Article II of this Agreement, entitled Management Clause, or which question the use or application of any right over which the Employer or its designated agents have discretion.
- 24.4. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the staff of the Franklin Police Department and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE XXV **SEPARABILITY**

- 25.1. If any Article of this agreement or any application of any portion of any Article of any Article of this Agreement to any employee is held to be contrary to law, then such Article

shall not be deemed valid, but all other Articles shall continue in full force and effect. Upon such invalidation the Union and the Employer agree to meet and negotiate concerning the Article affected.

ARTICLE XXVI **EXPENDITURE OF PUBLIC FUNDS**

- 26.1. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer, unless, and until, the necessary specific appropriations have been made by the Franklin City Council. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding matters affected.

ARTICLE XXVII **EFFECT OF AGREEMENT**

- 27.1. This instrument constitutes the entire Agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.
- 27.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVIII **DURATION**

- 28.1. The provisions of this Agreement shall be effective on **July 1, 2023** unless specifically stated otherwise. This contract shall expire on **June 30, 2026**. Upon the expiration of this agreement or any subsequent agreement hereto, all rights and benefits accorded to the Bargaining Unit Members shall remain at their then current levels until the execution of a subsequent agreement or unless altered by the operation of law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this ____ day of _____, 2023.

CITY OF FRANKLIN

**New England Police Benevolent Association
(NEPBA) Local 214**

By: _____
Mary Jo Brown, Mayor

By: _____
Ron Scaccia, Lead Negotiator

Date: _____

Date: _____

By: _____
Judie Milner, City Manager

By: _____
Jeffrey King, _____

Date: _____

Date: _____

By: _____
Paul T. Fitzgerald, City Attorney
and Lead Negotiator

Date: _____

APPENDIX A

Police Department - NEPBA Local #214 Union Contract (Proposed FY2024 Pay Plan)

Grade / Step	Classification	1	2	3	4	5	6	7	8	9	10	11	12	13
4001	Prosecutor's Secretary	\$18.50	\$18.96	\$19.44	\$19.92	\$20.42	\$20.93	\$21.45	\$21.99	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88
4001-a	Prosecutor's Secretary - Associates	\$18.74	\$19.20	\$19.68	\$20.16	\$20.66	\$21.17	\$21.69	\$22.23	\$22.78	\$23.34	\$23.92	\$24.51	\$25.12
4001-b	Prosecutor's Secretary - Bachelors	\$18.86	\$19.32	\$19.80	\$20.28	\$20.78	\$21.29	\$21.81	\$22.35	\$22.90	\$23.46	\$24.04	\$24.63	\$25.24
4001-m	Prosecutor's Secretary - Masters	\$18.98	\$19.44	\$19.92	\$20.40	\$20.90	\$21.41	\$21.94	\$22.47	\$23.02	\$23.58	\$24.16	\$24.75	\$25.36
4002	Communications Specialist	\$19.80	\$20.30	\$20.80	\$21.32	\$21.86	\$22.40	\$22.96	\$23.54	\$24.12	\$24.73	\$25.35	\$25.98	\$26.63
4002-a	Communications Specialist - Associates	\$20.04	\$20.54	\$21.04	\$21.56	\$22.10	\$22.64	\$23.20	\$23.78	\$24.36	\$24.97	\$25.59	\$26.22	\$26.87
4002-b	Communications Specialist - Bachelors	\$20.16	\$20.66	\$21.16	\$21.68	\$22.22	\$22.76	\$23.32	\$23.90	\$24.48	\$25.09	\$25.71	\$26.34	\$26.99
4002-m	Communications Specialist - Masters	\$20.28	\$20.78	\$21.28	\$21.80	\$22.34	\$22.88	\$23.44	\$24.02	\$24.61	\$25.21	\$25.83	\$26.46	\$27.11
4003	Patrol Officer	\$24.60	\$25.22	\$25.85	\$26.49	\$27.15	\$27.83	\$28.53	\$29.24	\$29.97	\$30.72	\$31.49	\$32.28	\$33.08
4003-a	Patrol Officer - Associates	\$24.84	\$25.46	\$26.09	\$26.73	\$27.39	\$28.07	\$28.77	\$29.48	\$30.21	\$30.96	\$31.73	\$32.52	\$33.32
4003-b	Patrol Officer - Bachelors	\$24.96	\$25.58	\$26.21	\$26.85	\$27.51	\$28.19	\$28.89	\$29.60	\$30.33	\$31.08	\$31.85	\$32.64	\$33.44
4003-m	Patrol Officer - Masters	\$25.08	\$25.70	\$26.33	\$26.97	\$27.63	\$28.31	\$28.91	\$29.72	\$30.45	\$31.20	\$31.97	\$32.76	\$33.57
4004	Detective	\$26.00	\$26.65	\$27.32	\$28.00	\$28.70	\$29.42	\$30.15	\$30.91	\$31.68	\$32.47	\$33.28	\$34.11	\$34.97
4004-a	Detective - Associates	\$26.24	\$26.89	\$27.56	\$28.24	\$28.94	\$29.66	\$30.39	\$31.15	\$31.92	\$32.71	\$33.52	\$34.35	\$35.21
4004-b	Detective - Bachelors	\$26.36	\$27.01	\$27.68	\$28.36	\$29.06	\$29.78	\$30.51	\$31.27	\$32.04	\$32.83	\$33.64	\$34.47	\$35.33
4004-m	Detective - Masters	\$26.48	\$27.13	\$27.80	\$28.48	\$29.18	\$29.90	\$30.63	\$31.39	\$32.16	\$32.95	\$33.76	\$34.60	\$35.45

Police Department - NEPBA Local #214 Union Contract (Proposed FY2024 Pay Plan)

Table B - Longevity Wages Ten Years (\$500)

Grade / Step	Classification	1	2	3	4	5	6	7	8	9	10	11	12	13
5001	Prosecutor's Secretary	\$18.74	\$19.20	\$19.68	\$20.16	\$20.66	\$21.17	\$21.69	\$22.23	\$22.78	\$23.34	\$23.92	\$24.51	\$25.12
5001-a	Prosecutor's Secretary - Associates	\$18.98	\$19.44	\$19.92	\$20.40	\$20.90	\$21.41	\$21.94	\$22.47	\$23.02	\$23.58	\$24.16	\$24.75	\$25.36
5001-b	Prosecutor's Secretary - Bachelors	\$19.10	\$19.56	\$20.04	\$20.52	\$21.02	\$21.53	\$22.06	\$22.59	\$23.14	\$23.70	\$24.28	\$24.87	\$25.48
5001-m	Prosecutor's Secretary - Masters	\$19.22	\$19.68	\$20.16	\$20.64	\$21.14	\$21.65	\$22.18	\$22.71	\$23.26	\$23.83	\$24.40	\$24.99	\$25.60
5002	Communications Specialist	\$20.04	\$20.54	\$21.04	\$21.56	\$22.10	\$22.64	\$23.20	\$23.78	\$24.36	\$24.97	\$25.59	\$26.22	\$26.87
5002-a	Communications Specialist - Associates	\$20.28	\$20.78	\$21.28	\$21.80	\$22.34	\$22.88	\$23.44	\$24.02	\$24.61	\$25.21	\$25.83	\$26.46	\$27.11
5002-b	Communications Specialist - Bachelors	\$20.40	\$20.90	\$21.40	\$21.92	\$22.46	\$23.00	\$23.56	\$24.14	\$24.73	\$25.33	\$25.95	\$26.58	\$27.23
5002-m	Communications Specialist - Masters	\$20.52	\$21.02	\$21.52	\$22.04	\$22.58	\$23.12	\$23.68	\$24.26	\$24.85	\$25.45	\$26.07	\$26.70	\$27.35
5003	Patrol Officer	\$24.84	\$25.46	\$26.09	\$26.73	\$27.39	\$28.07	\$28.77	\$29.48	\$30.21	\$30.96	\$31.73	\$32.52	\$33.32
5003-a	Patrol Officer - Associates	\$25.08	\$25.70	\$26.33	\$26.97	\$27.63	\$28.31	\$29.01	\$29.72	\$30.45	\$31.20	\$31.97	\$32.76	\$33.57
5003-b	Patrol Officer - Bachelors	\$25.20	\$25.82	\$26.45	\$27.09	\$27.75	\$28.43	\$29.13	\$29.84	\$30.57	\$31.32	\$32.09	\$32.88	\$33.69
5003-m	Patrol Officer - Masters	\$25.32	\$25.94	\$26.57	\$27.21	\$27.87	\$28.55	\$29.25	\$29.96	\$30.69	\$31.44	\$32.21	\$33.00	\$33.81
5004	Detective	\$25.24	\$25.89	\$27.56	\$28.24	\$28.94	\$29.66	\$30.39	\$31.15	\$31.92	\$32.71	\$33.52	\$34.35	\$35.21
5004-a	Detective - Associates	\$25.48	\$27.13	\$27.80	\$28.48	\$29.18	\$29.90	\$30.63	\$31.39	\$32.16	\$32.95	\$33.76	\$34.60	\$35.45
5004-b	Detective - Bachelors	\$26.60	\$27.25	\$27.92	\$28.60	\$29.30	\$30.02	\$30.75	\$31.51	\$32.28	\$33.07	\$33.88	\$34.72	\$35.57
5004-m	Detective - Masters	\$26.72	\$27.37	\$28.04	\$28.72	\$29.42	\$30.14	\$30.87	\$31.63	\$32.40	\$33.19	\$34.00	\$34.84	\$35.69

Police Department - NEPBA Local #214 Union Contract (Proposed FY2024 Pay Plan)

Table C - Longevity Wages 20 Years (\$1000)

Grade / Step	Classification	1	2	3	4	5	6	7	8	9	10	11	12	13
6001	Prosecutor's Secretary	\$18.98	\$19.44	\$19.92	\$20.40	\$20.90	\$21.41	\$21.94	\$22.47	\$23.02	\$23.58	\$24.16	\$24.75	\$25.36
6001-a	Prosecutor's Secretary - Associates	\$19.22	\$19.68	\$20.16	\$20.64	\$21.14	\$21.65	\$22.18	\$22.71	\$23.26	\$23.83	\$24.40	\$24.99	\$25.60
6001-b	Prosecutor's Secretary - Bachelors	\$19.34	\$19.80	\$20.28	\$20.76	\$21.26	\$21.77	\$22.30	\$22.83	\$23.38	\$23.95	\$24.52	\$25.11	\$25.72
6001-m	Prosecutor's Secretary - Masters	\$19.46	\$19.92	\$20.40	\$20.88	\$21.38	\$21.89	\$22.42	\$22.95	\$23.50	\$24.07	\$24.64	\$25.24	\$25.84
6002	Communications Specialist	\$20.28	\$20.78	\$21.28	\$21.80	\$22.34	\$22.88	\$23.44	\$24.02	\$24.61	\$25.21	\$25.83	\$26.46	\$27.11
6002-a	Communications Specialist - Associates	\$20.52	\$21.02	\$21.52	\$22.04	\$22.58	\$23.12	\$23.68	\$24.26	\$24.85	\$25.45	\$26.07	\$26.70	\$27.35
6002-b	Communications Specialist - Bachelors	\$20.64	\$21.14	\$21.64	\$22.16	\$22.70	\$23.24	\$23.80	\$24.38	\$24.97	\$25.57	\$26.19	\$26.82	\$27.47
6002-m	Communications Specialist - Masters	\$20.76	\$21.26	\$21.76	\$22.28	\$22.82	\$23.36	\$23.92	\$24.50	\$25.09	\$25.69	\$26.31	\$26.94	\$27.59
6003	Patrol Officer	\$25.08	\$25.70	\$26.33	\$26.97	\$27.63	\$28.31	\$29.01	\$29.72	\$30.45	\$31.20	\$31.97	\$32.76	\$33.57
6003-a	Patrol Officer - Associates	\$25.32	\$25.94	\$26.57	\$27.21	\$27.87	\$28.55	\$29.25	\$29.96	\$30.69	\$31.44	\$32.21	\$33.00	\$33.81
6003-b	Patrol Officer - Bachelors	\$25.44	\$26.06	\$26.69	\$27.33	\$28.00	\$28.67	\$29.37	\$30.08	\$30.81	\$31.56	\$32.33	\$33.12	\$33.93
6003-m	Patrol Officer - Masters	\$25.56	\$26.18	\$26.81	\$27.45	\$28.12	\$28.79	\$29.49	\$30.20	\$30.93	\$31.68	\$32.45	\$33.24	\$34.05
6004	Detective	\$26.48	\$27.13	\$27.80	\$28.48	\$29.18	\$29.90	\$30.63	\$31.39	\$32.16	\$32.95	\$33.76	\$34.60	\$35.45
6004-a	Detective - Associates	\$26.72	\$27.37	\$28.04	\$28.72	\$29.42	\$30.14	\$30.87	\$31.63	\$32.40	\$33.19	\$34.00	\$34.84	\$35.69
6004-b	Detective - Bachelors	\$26.84	\$27.49	\$28.16	\$28.84	\$29.54	\$30.26	\$30.99	\$31.75	\$32.52	\$33.31	\$34.12	\$34.96	\$35.81
6004-m	Detective - Masters	\$26.96	\$27.61	\$28.28	\$28.96	\$29.66	\$30.38	\$31.11	\$31.87	\$32.64	\$33.43	\$34.24	\$35.08	\$35.93

CITY OF FRANKLIN

AND

DAVID B. GOLDSTEIN

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this **2nd day of December, 2019**, by and between the CITY OF FRANKLIN, a New Hampshire municipal corporation, with a place of business at 316 Central Street, New Hampshire, 03235, hereinafter referred to as the "City" and DAVID B. GOLDSTEIN of 47 Nutt Road, Auburn, New Hampshire 03032, hereinafter referred to as the "Employee."

WHEREAS, the City desires to employ the services of David Goldstein (Employee) as the Police Chief for the City of Franklin. It is the desire of the City to:

1. Secure and retain the services of David Goldstein and to provide inducement for him to remain in such employment;
2. To make possible full work productivity;
3. To assure the Employee's morale and peace of mind with respect to future security;
4. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and
5. To provide a just means for terminating the Employee's services at such time as he may be unable to fully discharge his duties, or for other reasons, when the City may otherwise desire to terminate employment;

WHEREAS, David Goldstein desires to accept the employment as Police Chief for the City of Franklin and to devote his full-time to such a position to the best of his ability.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

- A. The City agrees to employ said David Goldstein as Police Chief for the City of Franklin to perform the function and duties as Police Chief as specified by the laws of the State of New Hampshire, by the Franklin City Charter, the

Administrative Code and Ordinances of the City of Franklin, and to perform such other legally permissible and proper duties as the City may from time to time assign. Such duties shall include, but shall not be limited to, the general management and administration of the Police Department of the City, the preparation of such reports and other information as may be deemed necessary by the City for presentation to the City Council, or other bodies or positions as the City Manager may direct, the attendance at all meetings of the City Council to the fullest degree possible, whether formal meetings or "work sessions" unless excused by the City Manager, the attendance at meetings of committees and subcommittees at the request of the Chairperson of such committees or as directed by the City Manager, the attendance at such other meetings as may be directed by the Manager and the performance of such other duties as may be required or allowed. The Employee shall report directly to the City Manager and understands that he shall, in all matters, be subject to the direction and supervision of the City Manager.

SECTION 2. TERMS

- A. **This employment agreement shall be December 1, 2019 and shall remain in effect until December 1, 2023.** On or before that date the contract may be extended by the approval of the City Manager and City Council for such term as the parties may agree to.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee, with or without cause, subject only to the termination provisions in this agreement.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position as Police Chief with the City.
- D. The Employee agrees to not accept supplemental or additional employment (moonlighting) during the term of this agreement or any extension thereto. The Employee may engage in occasional teaching, writing, or consulting performed during his time off with the approval of the City Manager.
- E. No less than ninety (90) days prior to the expiration of the initial contract term (or any renewal term thereafter) the parties may meet and negotiate a renewal term. In the event a renewal agreement has not been reached and ratified by the Employee and the Franklin City Council ninety (90) days prior the expiration of such term, then such failure to execute a renewal agreement shall be deemed notification from the City to the Employee that it does not intend to renew employment pursuant to this contract. Nothing herein shall preclude the parties from continuing to negotiate in reaching an agreement within ninety (90) days of the expiration of the initial contract term or any renewal term thereafter.

SECTION 3. DISABILITY

A. If the Employee, after an examination by a physician or other medical specialist of the City Manager's choosing, is found to be unable to perform his duties because of sickness, accident, injury, mental incapacity, or other reason, for a period of four successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day period, the City shall have the option of terminating this agreement. However, the Employee shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits reduced only by any then existing debts due the City.

B. If the sickness, accident, injury, or mental incapacity is job related, the provisions of the New Hampshire Worker's Compensation law shall apply.

SECTION 4. SALARY

A. **Under this agreement, the City agrees to pay the Employee a salary in the amount of \$93,267.20 annually effective December 1, 2019.**

B. Such annualized salary shall be payable in equal installments at the same time as other employees of the City are paid. Should the City revise the pay periods for other City employees, the Employee will be on the same timetable as other employees in regular City service.

C. The annual salary may be adjusted from time to time in accordance with any agreement reached by the parties or in accordance with a salary schedule established by the City Council.

SECTION 5. MISCELLANEOUS EXPENSES

A. The City shall be responsible for paying the accepted federal allowance for all actual mileage driven on City business when the Employee uses his private vehicle. Additionally, the Employee shall routinely be allowed the use of an appropriately outfitted City police vehicle for commuting purposes which shall facilitate the Employee's prompt return to the City in emergency circumstances

B. The City agrees to budget and pay for a pager, cellular telephone and/or other appropriate communication devices to be used by the Employee in the execution of his professional duties and as may be approved by the City Manager.

SECTION 6. VACATION

A. The Employee shall be entitled to twenty (20) days vacation annually. Accrual of personal vacation days shall be capped at no more than forty (40) days and any

accrued vacation beyond forty (40) days shall be treated in accordance with the City's personnel plan as may then exist.

SECTION 7. RETIREMENT PLAN

A. The City agrees to execute all necessary agreements and process all documents necessary to allow the Employee to participate appropriately and lawfully in the New Hampshire Retirement System.

SECTION 8. DUES AND SUBSCRIPTIONS

A. The City agrees to budget and to pay for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in the International Association of Chiefs of Police, the New England Association of Chiefs of Police and the New Hampshire Association of Chiefs of Police during the term of this agreement and to provide the Employee with the reasonable opportunity for professional development as defined by the City Manager. The Employee will be allowed to attend the New Hampshire Association of Chiefs of Police conferences, New England Chiefs of Police conferences and, upon approval of the City Manager, the International Association of Chiefs of Police annual conference, as well as attendance at short courses, institutes and seminars that, in the City Manager's judgement, are necessary for the continued professional development of the Employee. The Employee shall be reimbursed by the City, pending available funds, for reasonable and normal incidental expenses occurred while attending or traveling to such conferences without loss of vacation or other leave. Additional goals concerning professional development of the Employee may be incorporated into his annual goals and objectives review as may be agreed to by the City Manager.

SECTION 9. INDEMNIFICATION

A. The Employee shall be indemnified against any tort, professional liability claim or other demand or legal action in accordance with Section 61-5 through 61-8 of the Franklin City Code as in effect on the date of the execution of this contract.

SECTION 10. OTHER BENEFITS

A. To the extent that they are not addressed specifically herein, the Employee shall receive all benefits accorded to employees in regular, full-time City service as such benefits are described in the City's personnel plan (as may be amended from time to time) and the operating policies of the Franklin Police Department, including the provision of a uniform. In the event of a conflict between the terms of this document and the City's personnel plan, then the terms of this document shall be considered controlling.

SECTION 11. TERMINATION AND SEVERANCE PAY

A. This is a contract for a specific term, subject to renewal as specified in Section 2. During the term of this agreement, or any extension hereof, the City shall suspend without pay or dismiss the Employee only for cause as provided in RSA 105:2-a.

B. In the event the Employee is terminated because of a conviction in a court of law of any illegal act, the City shall have no obligation to pay the severance sum designed in this section. In such case, any accrued leaves shall be paid in accordance with the City's personnel plan as in existence as of the date of termination.

C. In the event the Employee intends to resign voluntarily before the expiration of this agreement or any extension hereof, then the Employee shall give the City thirty (30) days written notice in advance unless the parties otherwise agree in writing. Should such notice not be provided in the event of voluntary resignation, then the Employee shall receive only such pay as may be mandated by Federal and State law in reference to any accrued benefits.

D. In the event of the Employee's death during the term of this contract or any extension hereof, payment for unused but accrued leave shall be paid to his designated beneficiaries or to the Estate of David Goldstein. Further, any and other wage compensation earned by the Employee through the date of death shall be similarly paid to the Estate of David Goldstein.

SECTION 12. RESIDENCY REQUIREMENT

A. There shall be no residency requirement for the Employee.

SECTION 13 GENERAL PROVISIONS

A. No term or provision of this agreement shall be altered, amended or changed in any way except in writing, with such amendment being executed by the parties hereto.

B. It is agreed that all understandings and representations heretofore between the parties are merged into this agreement, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this agreement.

C. This agreement shall be binding upon and be to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.


D. No party shall assign any obligation under this agreement without the written consent of the other party.

E. This contract shall be governed by, and interpreted in accordance with, the laws of the State of New Hampshire. It is specifically agreed that the courts of the State of New Hampshire shall have jurisdiction over any dispute arising herefrom.

F. This agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes but all of which shall constitute one in the same agreement.

IN WITNESS WHEREOF, we have hereunto signed and executed this agreement, both in duplicate, the day and year first written above.


Witness


Judie Milner, City Manager
Duly Authorized
(Pursuant to Authority granted by the
Franklin City Council on December 2,
2019)


Witness


David B. Goldstein



**City Council Meeting Minutes
Monday, November 6, 2023 - 6:00 p.m.
Franklin Lodge of Elks**

Council in attendance: Mayor Jo Brown, Councilor Jay Chandler, Councilor Leigh Webb, Councilor Ted Starkweather, Councilor Valerie Blake, Councilor Vince Ribas, Councilor Olivia Zink, Councilor Paul Trudel, Councilor Bob Desrochers and Councilor George Dzujna

Absent: None

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

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

Salute to the Flag was led by Councilor Webb. Councilor Desrochers stated that there had not been any veterans that passed away last month, however, he read something that he wrote in honor of Veteran's Day. This can be found attached to the end of the minutes.

Public Hearings:

Resolution 09-24 appropriating \$374,129 to the Franklin School District fiscal year 2024 budget and appropriating \$150,000 to the Franklin School District for the Portrait of a Graduate grant from the Barr.

The public hearing opened at 6:03 p.m.

There was no discussion on this hearing.

The public hearing on Resolution 09-24 closed at 6:04 p.m.

Resolution 10-24 accepting and appropriating a federal grant in the amount of \$1,923,850 for the environmental clean-up of the Stanley Mill site.

The public hearing opened at 6:0 p.m.

There was no discussion on this hearing.

The public hearing on Resolution 10-24 closed at 6:04 p.m.

Authorizing the City to apply for a Community Centers Program grant through the Community Development Finance Authority for up to \$1m for the expansion of the Bessie Rowell Community Center.

Milner stated that the third public hearing had been cancelled. They decided not to move forward with this grant at this time due to the preliminary numbers being too large and still needing to find other funding sources.

Legislative Update:

There was no update at this time.

Comments from resident Steve Rayno Regarding Air Quality in Franklin:

Mr. Rayno was not present to give any comment.

Comments from the Public:

Mayor Brown reminded everyone that persons wishing to address the council may speak for a maximum of three minutes and no more than thirty minutes would be devoted to public commentary.

Public comments opened at 6:05 p.m.

Many residents approached the council with comments and they are outlined below:

- Three teachers from the Franklin school district came before the council to speak about the nationwide teacher shortage and asked for support on Agenda Item IV regarding the 2024-2026 Franklin Education Association Collective Bargaining Agreement.
- A resident asked about the Rec Center being shutdown and asked why no one was aware of it. Milner answered stating that the Rec Center (Bessie Rowell) is not shutdown. It is the Proulx Center that has a notice of hazard. The majority of the information on that building is not public knowledge at this time.
- A question came up asking what the 5% equated to for the teachers if the council approves Agenda Item IV. Milner stated that this will be discussed in more depth once they get to that agenda and Mr. Dow can go over the details.

Coalition Coordinator, Stephanie Wolff, had some updates for Franklin Partners in Prevention:

- On October 21st they hosted Franklin Fall Fest in partnership with the Parks & Rec department. Despite the rain, they had a very successful event with 200 attendees for the annual Soup Fest event. Partners in Prevention was able to raise over \$2,700 during this event. Thank you to all of the soup makers for such a successful event.
- October 28th was the DEA's National Drug Take Back Day. She thanked Judie Milner for volunteering to spearhead this event while she was away visiting family. Over 250lbs of prescription medications were collected that day, between the collections at CVS and the collections at the Police Department Drop Box.
- Red Ribbon Week was celebrated from October 22 - 27 to promote drug-free living. Franklin High School and the Middle School celebrated with Door Decorating competitions, spirit days and lunch room trivia. She thanked all of the teachers that participated in this competition. They had some very creative doors!

Public comments closed at 6:20 p.m.

City Council Acknowledgement:

Councilor Zink stated that today is National Bank Election Worker Day, so she thanked all of the City Clerk staff, ward clerks, moderators, supervisors of the checklist, and the 30 election workers throughout the city that help make elections run.

Councilor Webb congratulated Stephanie Wolff and Krystal Alpers for Fall Fest. They did a great job with coordinating that. He also mentioned that Drug Take Back Day and Oktoberfest were also great events last month.

Mayor's Update:

- She gave her congrats to the very successful Fall Fest at Bessie Rowell. It was an outstanding event and a lot of people attended.
- The Oktoberfest at the Veterans Memorial Ski area was very well attended as well. There were 3-4 bands that played that were very good.
- Another event that may have been under the radar was A Day of Caring, that was held at the Food Pantry on the same day as Fall Fest. It was a wonderful opportunity for locals to find out about all of the different programs that are available to them.

Agenda Item II. (Skipped Agenda Item I)

City Manager's Update.

- Next City Spirit meeting with DOJ is scheduled for Monday, 11/13, at 5:30pm at Peabody Place.
- Franklin was awarded the \$500,000 CDBG grant for the Healthfirst project that was applied for. This will be brought to the council for appropriation at the December meeting. The next steps are hiring a grant administrator and the RFP will be going out this week. The mandatory CDBG workshop will be 11/21 and she is in need of volunteers for this 4-hour workshop. This was an exciting award for the city of Franklin.
- The land & water conservation fund walk grant walkthrough was today. The two open land & water conservation grants for Mill City Park were closed and they two additional fund grants were pitched that the city will be applying for. The deadline for that grant application is December 15th.
- Cable Franchise Agreement Update – The city is currently in a one-year extension, which means through December 21st of 2024, with Breezeline. They are looking to become more in line with agreements that Comcast has throughout the state. Comcast has reached out to the city of Franklin about becoming a provider here. Milner has a meeting with them coming up along with her broadband consultant.
- Welcome Aboard – Firefighter Michael Dery
- Congratulations to Gary Plourde from the Buildings & Grounds department in MSD on his retirement from the city of Franklin. Milner thanked him for his service.

- Congratulations to the fire department because they beat City Hall soup by 2 votes at Franklin's Soup Fest. However, they did come in 3rd place behind Peabody Place and Double D.
- Congrats to firefighter Nate Ecker, who completed his FF1 and FF2 requirements.
- Shout Out to Franklin Lodge of Elks, Mr. DeLange and Ms. Noyes for a successful Youth Government this year.
- Shout Out to Willow Hill again for their fantastic Halloween decorations.
- The Franklin bus route buy the Merrimack Belknap Community Action Program, that goes to Franklin to Concord to Laconia, is working out some kinks. The city is working on a few bus stop locations within Franklin.
- Random Acts of Community – She gave a shout out to the volunteers that helped Mill City Park put up the timbers frame pavilion. This is the last piece of the match of a grant with the land & water conservation fund that was received before Covid. This piece was to be done through the NH Timber Frame Guild, but this class did not happen due to Covid. She thanked all of the volunteers who stepped up to make this happen and for all of the donated wood.
- Contingent Grant Line – Received \$75 for recreation scholarships, \$495 from various people for the downtown lights, and \$2,658 for Franklin's Partners in Prevention's Fall Fest/Soup Fest.
- Trust funds for school funding is at \$272.55.
- Randy Kovach visited Milner about putting up signage to find the historical marker for Fort Stevenson. Without objection, Milner would like to give Mr. Kovach permission to do that. It was mentioned that he should also get permission from the Webster Place Cemetery, as they own the post it would hang from.
- Nicole Esteban from the Chronicle in Boston was in Franklin for a day highlighting the revitalization efforts around outdoor recreation. She spent time in Mill City Park and the Veterans Memorial Ski Area with the New England Bike Association and doing the trails up there. It should be on Chronicle within the next week or so.
- City offices are closed this month on 11/10, in observance of Veteran's Day and on 11/23 & 11/24, to celebrate the Thanksgiving holiday.
- The city applied for a clean diesel grant through DES. This is an 80% grant, 20% match for one six-wheel dump truck with a plow and wing, and one truck with a landscape body style for buildings & grounds. So, this will replace two pieces of equipment.
- Meetings for November:
 - Fire Committee – 11/13 @ 6pm at the fire station
 - MSD Committee – TBD
 - Joint Finance Committee – 11/29 @ 5:30pm at the Franklin Public Library
 - City Council Workshop - 11/20 @ 6pm at the Lodge of Elks
- The Holiday Stroll is scheduled for December 1st from 3pm – 8pm in downtown Franklin.
- Legislative Updates for this year – There are a few that may be of interest to the council that were brought up at a recent meeting at NHMA:
 - The Labor Committee is going to have a recommendation through a vote on whether or not to adopt OSHA standards for municipalities. Right now the rules for municipalities are governed by NHDOL and they are talking about adopting OSHA.

- There is a bill out right now for voluminous Right to Know requests that take more than 10 hours to develop there would be a fee of \$25/hour for anything over the 10-hour mark. This is something that the NHMA is going to support to eliminate some of the high-volume requests that really only benefit one person, as opposed to the entire community.
- Again, there is another bill out there that will not allow NHMA to advocate on the behalf of the municipalities. It is very important to have that advocate and to have someone down in Concord with their feet on the ground. We anticipate a letter that will go out that will be signed by the council not supporting this bill.
- There is a bill out there that will allow Planning Boards to accept roads and not the municipal governing body. This is another thing that we are looking at to make sure it does not go through.
- There are a couple of bills on accessory dwelling units and short-term rentals.
- On rooms and meals tax we are seeing a 6% - 8% higher increase, so that should be in next year's budget.
- The state, after last year, ended up having a \$36M surplus. We will still see some one-time revenues coming in within the next couple of months.
- There are just over 800 house bills that will be heard in the first 3 weeks of January.
- Lastly, the tax rate was set today for the city of Franklin for 2023. The tax rate is \$16.26, which is the lowest in Milner's tenure (15 years).

Agenda Item I.

Council to consider the minutes of the October 10th, 2023 City Council meeting.

Motion – Councilor Dzujna moved that the Franklin City Council approve the minutes of the October 10th, 2023 City Council meeting. Seconded by Councilor Ribas.

Mayor Brown asked if there was any discussion on this motion.
No discussion ensued.

All in favor. Motion PASSED

Agenda Item III.

School Board Update.

Superintendent LeGallo's updates are as follows:

- **Preplacement Transformer:** On Friday it was noticed that oil was leaking from the main ground transformer in the back of the high school. Eversource came in after school and replaced the transformer and the 4 isolators on the pole as well. Power was shut down from 4pm to 1am. The good news is that it was at no cost to the district.
- **High School Redesign:** The high school redesign work is moving along nicely. This week is the end of their first round of project block classes and they are all set to start their

quarter 2 classes. Youth Government night last Thursday was the culminating event from one of the best in the last classes. It was very well attended by the students and LeGallo thought it was one of the best in the last nine years that he has been attending. He thanked the City Councilors, the City Manager, and the Fire and Police Chief, who were able to attend the dinner and presentation.

- **Partnership with Plymouth State:** They are continuing and expanding their partnership with Plymouth State University this year. They had 2 positive articles, one in Laconia Daily Sun and one in Concord Monitor about the partnership. The goals of the partnership are to improve teaching and learning through offering weekly support to teachers as well as on-site Masters' degree courses. Currently, they have 22 teachers enrolled in their fall course. This approach is also aimed at teacher retention and recruitment.
- **Teacher's Contract:** They are asking for support on the 2 years' teachers' contract, as it will assist them in retaining and recruiting teachers during this difficult time of a teacher shortage.

Agenda Item IV.

Council to consider the 2024-2026 Franklin Education Association Collective Bargaining Agreement as approved by the Franklin School Board and Franklin Education Association.

**Motion - Councilor Ribas moved that the Franklin City Council ratifies the Franklin Education Association Agreement from 9/1/2024 – 6/30/2026 as presented by the school board.
Seconded by Councilor Zink.**

Mayor Brown asked if there was any discussion on this motion.

Superintendent LeGallo went through the language changes in the tentative agreement, which is attached to the end of the minutes, and Tim Dow went over the financial impact, which is also included at the end of the minutes.

The council had a lengthy discussion on this matter.

By a roll call vote.

Roll Call:

Councilor Blake	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Starkweather	<u>yes</u>
Councilor Webb	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Chandler	<u>yes</u>	Councilor Ribas	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor. Motion PASSED

Agenda Item V.

Council to consider Resolution 09-24 appropriating \$374,129 to the Franklin School District fiscal year 2024 budget and appropriating \$150,000 to the Franklin School District for the Portrait of a Graduate grant from the Barr.

Motion - Councilor Ribas moved that the Franklin City Council adopt Resolution 09-24 appropriating \$374,129 to the Franklin School District fiscal year 2024 budget and appropriating \$150,000 to the Franklin School District for the Portrait of a Graduate grant from the Barr Foundation. Seconded by Councilor Webb.

Mayor Brown asked if there was any discussion on this motion.
No discussion ensued.

RESOLUTION # 09-24

A Resolution Granting Authority to Accept and Appropriate \$374,129 of Additional Adequacy Aid and Fund Balance Funding and \$150,000 in Grant Funding for the Franklin School District for Fiscal Year 2024.

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

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes that the school district will receive additional adequacy aid of \$201,809 from the final updated calculation of ADM; and,

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes that the school district has identified additional year end fund balance of \$172,320; and,

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes that the school district will receive a grant award of \$150,000 entitled Portrait of a Graduate from the Barr Foundation; and,

WHEREAS, the City Council of the City of Franklin would like to appropriate an additional \$374,129 to preserve potential fund balance from the 2024 year to be carried over to the 2025 fiscal year. Due to the challenges and uncertainties regarding the adequacy funding formula and the expiration of the Elementary and Secondary Schools Emergency Relief (ESSER) grants, these funds could help support the next budget cycle. And City Council of the City of Franklin would like to appropriate \$150,000 of the Portrait of a Graduate grant funding from the Barr Foundation;
Now,

THEREFORE, BE IT RESOLVED, *that at a regularly scheduled meeting of the City Council on November 6, 2023, the City Council of Franklin New Hampshire does hereby vote to adopt*

resolution #09-24 to formally accept and appropriate \$524,129 of additional revenues for the Franklin School District as follows:

An Increase in Revenues:

Adequacy Education Aid – Two Hundred One Thousand, Eight Hundred Nine Dollars (\$201,809)

Use of Fund Balance – One Hundred Seventy-Two Thousand, Three Hundred Twenty Dollars (\$172,320)

Grant Revenue – Portrait of a Graduate – One Hundred Fifty Thousand Dollars (\$150,000),

An Increase in Expenditures:

School District Expenditures – Three Hundred Seventy-Four Thousand, One Hundred Twenty-Nine Dollars (\$374,129)

Grant Expenditure – Portrait of a Graduate - One Hundred Fifty Thousand Dollars (\$150,000)

By a roll call vote.

Roll Call:

Councilor Blake	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Starkweather	<u>yes</u>
Councilor Webb	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Chandler	<u>yes</u>	Councilor Ribas	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor. Motion PASSED

Agenda Item VI.

Council to consider Resolution 10-24 accepting and appropriating a federal grant in the amount of \$1,923,850 for the environmental clean-up of the Stanley Mill site.

Motion - Councilor Dzujna moved that the Franklin City Council adopt Resolution #10-24, accepting and appropriating the U.S. Environmental Protection Agency Brownfield Cleanup Grant for the Stanley Mill site in the amount of \$1,923,850 and authorizing the City Manager to execute all documents relating to the grant. Seconded by Councilor Trudel.

Mayor Brown asked if there was any discussion on this motion.
No discussion ensued.

RESOLUTION #10-24

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2024.

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

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2024 which began July 1, 2023, **and;**

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the Stanley Mill property (Map/Lot 117-142) is an extensive environmental clean-up project, **and;**

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the City received federal grant funds through the Environmental Protection Agency Brownfield Program in the amount of \$1,923,850 for the purposes of hazard mitigation and environmental clean-up of the Stanley Mill Property, **and;**

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

THEREFORE, BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, November 6, 2023 at 6pm the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #10-24 accepting the Brownfield Program grant through the federal Environmental Protection Agency in the amount of \$1,923,850 grant, authorizing the City Manager to execute all grant related documents and authorizing a non-lapsing appropriation through an increase in FY2024 revenues:

Federal Grant Brownfield Acct. No. 01-0-000-33110-413 – One Million Nine Hundred Twenty-Three Thousand Eight Hundred Fifty dollars (\$1,923,850)

And an increase in FY2024 expenditure accounts,

Nuisance Abatement Brownfield Acct No. 01-1-302-40491-413 – One Million Nine Hundred Twenty-Three Thousand Eight Hundred Fifty dollars (\$1,923,850).

By a roll call vote.

Roll Call:

Councilor Blake	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Starkweather	<u>yes</u>
Councilor Webb	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Chandler	<u>yes</u>	Councilor Ribas	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor. Motion PASSED

Agenda Item VII.

Council to consider authorizing the City to apply for a Community Centers Program grant through

the Community Development Finance Authority.

This is the public hearing and agenda item that was cancelled.

Agenda Item VIII.

Council to consider amending the Welfare Guidelines.

Motion - Councilor Ribas moved that the Franklin City Council approve changes to the Welfare Guidelines, Housing 1B Rental Rates and Utilities 2C Restoration of Services. Seconded by Councilor Webb.

Mayor Brown asked if there was any discussion on this motion.

There was a small discussion on the changes that were made. Councilor Webb did state that this came before the Legislative Committee and was unanimously supported.

Milner also added that the city does not receive any federal aid and the city, per RSA, is to be the last stop for assistance. State programs, like CAP, should be utilized first.

All in favor. Motion PASSED

Agenda Item IX.

Council to consider appointments to the Lakes Region Planning Commission.

Motion - Councilor Ribas moved that the Franklin City Council appoint Chip Ach to serve a 4-year term as Commissioner to the Lakes Region Planning Commission, Jo Brown to serve a 2-year term as Commissioner to the Lakes Region Planning Commission and David Liberatore to serve a 3-year term as Alternate Commissioner to the Lakes Region Planning Commission. Seconded by Councilor Dzujna.

Mayor Brown asked if there was any discussion on this motion.

No discussion ensued.

**All in favor of Chip Ach and Jo Brown. 8 in favor; 1 opposed to David Liberatore.
Motion PASSED**

Agenda Item X.

Council to consider date of 2024 Inaugural meeting.

Motion - Councilor Zink moved that the Franklin City Council move the January 1, 2024 City Council meeting to Monday, January 8, 2024. Seconded by Councilor Webb.

Mayor Brown asked if there was any discussion on this motion.

No discussion ensued.

All in favor. Motion PASSED

Agenda Item XI.

Other Business:

1. Committee Reports

Councilor Dzujna let the council know that there was an MSD Committee meeting on October 16th where they had an enterprise and general fund discussion. There were six options that were discussed and two of them will be brought to the council when they have a workshop meeting setup for this. One option is having a separate enterprise fund and general fund and the other option is to have an automated work order system.

Councilor Webb stated that the Legislative Committee meeting was on October 11th. The following items were discussed:

- Welfare guidelines - The revisions were accepted by the committee.
- Short term rentals – There was a lengthy discussion on this and there will not be any new ordinances, however, the new action is that the PD will be tracking the number of calls per property so they can take the complaints to the property owners and they will also be making sure that existing ordinances are being enforced.
- Solar exemptions – They are still waiting on information.
- Follow-up on the 91A changes – A recommendation for an ordinance language change will be coming to the committee in the short-term.
- Follow-up on charter review – A motion was made to delay that until after the new appointments are made to this committee in January.

ADJOURNMENT:

Motion to adjourn was made by Councilor Dzujna and seconded by Councilor Ribas.

All in favor. Motion PASSED

The meeting adjourned at 7:36 p.m.

Respectfully submitted,

Lisa A. Jones
Executive Secretary

Veterans Day
11 November 2023
(Armistice Day)

The original reason for Veterans Day was to give recognition to celebrate the ending of World War I fighting at 11:00 A.M., November 11, 1918 (the 11th hour of the 11th day of the 11th month). The war fought to end all wars.

The first celebration using the term Veterans Day was in Birmingham, Alabama in 1947. Raymond Weeks a World War II veteran organized "National Veterans Day" with a parade to honor all veterans.

Fact #1 there are Approx. 19 million U.S. veterans

Fact #2 Women make up 13% of all veterans in the U.S.

Fact #3 only 1% of the population of the U.S. serve in the military. That equates to approximately 3,360,000 Americans.

Veterans of my generation (Viet Nam Era) were sometimes spat on, urinated on, called baby killers by some so called Americans.

Viet Nam veterans in some instances had to change their uniforms at the airport upon returning home in order to avoid protesters abuses.

Gulf war veterans had protesters at the funeral services of the fallen.

My father was a Marine in the Pacific Theatre (Iwo Jima, Saipan, Tinian and Roi-Namur), One uncle was on Guadalcanal where he was awarded a Purple Heart, another uncle also was in the Pacific Theatre.

These and other reasons are why Veterans Day and veterans hold a special place of honor with me.

Some of you may recognize what I'm about to read.

I, _____, do solemnly swear that I will support and defend the Constitution of the United States against all enemies foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the orders of the officers appointed over me, according to regulations and the Uniform Code of Military Justice. So help me God.

Those of you unfamiliar with what was just read, it is the Oath of Enlistment of the U.S. military.

To all of the veterans out there WELCOME HOME.

TENTATIVE AGREEMENT

Between the
Franklin Education Association
and
the Franklin Board of Education

September 13, 2023

This proposal calls for no changes to the parties' 2022-2024 collective bargaining agreement, except as expressly referenced herein.

Items in bold and *italicized* are to be added and items ~~struck-through~~ are to be deleted.

ARTICLE VII

TEACHER EMPLOYMENT

- 7.10 The Board will reimburse teachers 100% of the actual cost of a course offered at University System of New Hampshire (USNH) or 80% of the actual cost of a course from another approved college when the course is not offered within USNH. This will be approved by the Superintendent or his/her designee, subject to the following criteria: ~~applicant's minimum of 2nd year of employment with the Franklin School District~~, course content; availability of funds; and ~~the timeliness of request~~ ***prior approval to the start date of the course.*** The Superintendent, or his/her designee, shall have the sole and exclusive judgment under the provisions of this Section 7.10. This Section 7.10 shall require documentation of a grade of B- or better upon completion of the course in order to receive reimbursement as set forth herein. Teacher reimbursement will be limited to one course per year, but can reapply after the first semester if funds remain available. There shall be a minimum of \$15,000 available for this provision.

-
- 7.13 ~~The Board will reduce staff in accordance with Board policy #GCQA. and the Board agrees not to change said policy for the duration of this Agreement.~~

The following reduction-in-force provisions will be implemented when the Board finds it necessary to reduce the number of certified positions. These provisions will apply to both full-time and part-time certified positions.

The board may reduce-in-force certified positions for reasons of: declining enrollment; budget reductions; changes in or consolidation of Board-authorized programs; or any other reason determined by the Board to be necessary or desirable.

Notice: As soon as the Board determines that a reduction in force is necessary, the Superintendent shall notify the President of the Teachers' Association of the Board's determination. The decision to implement the reduction-in-force shall be made at the sole discretion of the School Board.

~~Classifications of Certified Staff For the purposes of this policy, classifications are defined as follows:~~

- ~~1. Kindergarten through fifth grade.~~*
- ~~2. Sixth grade through eighth grade.~~*
- ~~3. Ninth grade through twelfth grade.~~*

Factors for Determining Reduction in Force

- 1. If reductions in staff are necessary or desirable, the District will first accomplish any reductions through attrition, such as resignations, retirements, or probationary status. ~~retain those teachers who, at the Board's sole discretion, will be the best teachers for the District and students.~~*
- ~~2. The best teachers will be retained regardless of a teacher's seniority or years of service in the District. A teacher with more than five years of employment in the District will not have an automatic right to displace another teacher with fewer than five years of service in the School District.~~*
- 32. If further reductions are necessary, the Administration shall ~~In~~ identifying which teacher(s) to release, the administration and the Board will consider based on the following factors: certification, academic preparation, professional growth, job performance, and experience in certified area and/or job classification, ability, and overall effectiveness. If all of the factors are equal, then seniority may be considered in making a final determination. However, no reduction in force will be based solely on seniority. Seniority is defined as the total number of years continuously employed in the District.*
- 43. There will be ~~no~~ a recall rights for one year for terminated employees. However, After one year, the administration may consider the applications of terminated employees for such positions which may become available in subsequent years, provided the terminated employee(s) submit a seasonable and timely application at the time the position becomes vacant. A previously employed teacher who returns to a teaching position within a three-year period shall resume employment at no less than the shall be placed on step in accordance with the collective bargaining agreement occupied when the teaching position previously held was terminated.*

54. Any transfer, assignments, or re-assignments resulting from or involved with a reduction in staff, will be made at the sole discretion of the Superintendent. However, every effort will be made to keep staff movement within the building where the reduction in force occurs. In the event of a change of assignment or transfer as a result of the reduction-in-force, the teacher involved shall be notified of such change and shall have the option to resign without prejudice should they not accept the transfer or re-assignment.

~~6. This reduction-in-force procedure is the only procedure that may be used in a reduction-in-force. No other personnel action, other than a reduction in force, may be considered under this policy.~~

~~7. A reduction-in-force will not be grievable under the collective bargaining agreement grievance procedures unless specifically allowed under the terms of the agreement.~~

-
- 7.17 When a suitable substitute cannot be obtained, a Teacher may at his/her discretion cover a class during his/her preparation time. The Teacher will be compensated as detailed below *at a rate of .65/per minute (\$39/hour)*.

Elementary School	45 minute block	\$24.00
Middle School	58 minute block	\$30.00
High School	68 minute block	\$35.00

Such substitution is purely voluntary and refusal of substitution will not be used for evaluation purposes. No teacher will be expected to cover for their co-teacher in lieu of a substitute. When a substitute cannot be obtained, and non-study hall classes are combined by the building administrator or designee, additional compensation that equates to the pro rata daily substitute rate (hourly basis) shall be paid to the teacher covering the combined class.

ARTICLE X

LEAVES OF ABSENCE

- 10.3A Teachers shall accumulate annual sick leave of fifteen (15) days at the rate of 1.5 days per month from September through June; for part-time employees, the number of days

shall be prorated. Teachers shall be entitled to accumulation of sick leave up to a maximum of one hundred twenty (120) days plus the days earned in the current school year. (By way of example, staff members who end the school year with at least the maximum number of days will carryover 120 days and may accumulate fifteen (15) days during the course of the year, at the rate listed above, for a maximum of 135 days available to the teacher during the school year). The immediate supervisor and/or Superintendent may request medical evidence from the Board's physician whenever he/she feels it necessary or appropriate. The Board shall pay the cost of any such examination. Medical records developed under this Section 10.3 shall not become a part of a teacher's personnel files. ~~Absence for the teacher's own illness or disability, or disability caused or contributed to by pregnancy, childbirth and recovery therefrom, shall be charged against sick leave.~~

- 10.3 E** Absence for the teacher's own illness or disability, or disability caused or contributed to by pregnancy, childbirth and recovery therefrom, shall be charged against sick leave.¹ *Furthermore, employees who give birth shall be eligible to use any available sick leave concurrently with approved FMLA leave, beyond the period of illness or disability. Employees are not eligible for the sick leave bank for any days requested beyond the period of illness or disability.*

ARTICLE XVI DURATION OF AGREEMENT

- 16.1 This Agreement shall continue in full force and effect from July 1, ~~2022~~, **2024** until twelve o'clock midnight June 30, ~~2024~~ **2026**, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fifteenth (15th) of any year.

APPENDIX A

FRANKLIN TEACHER COMPENSATION 2024-2026

4. Teachers shall receive annually an additional ~~\$500~~ *upon completion of ten (10) years of service to the District through the fourteenth (14th) year. Unit members shall receive annually an additional \$1000 upon completion of the fifteenth (15th) year through the nineteenth (19th) year. Unit members shall receive \$750* **\$1500** upon completion of twenty years (20) of service to the District through the twenty-~~fifth~~ **fourth (25th) (24th)** year. Unit members shall receive annually an additional ~~\$1,000~~ **\$2000** upon completion of ~~twenty-five (25)~~ **twenty-five (25)** years of service to the District, which will continue for each additional year of service thereafter.

¹ This sentence is not new. It is moved from the above section (stricken) to a new article number.

APPENDIX A-1
FRANKLIN TEACHER COMPENSATION
2024-2025

Salary:

2024-2025 - YEAR 1				
Increase	5.00%			
Step	BA	BA +15	MA	MA+15
1	38,267	39,973	41,592	43,042
2	39,939	41,560	43,014	44,380
3	41,527	42,982	44,351	45,716
4	42,948	44,320	45,688	47,054
5	44,286	45,656	47,026	48,392
6	45,623	46,994	48,363	49,729
7	46,960	48,332	49,701	51,067
8	48,298	49,669	51,039	52,405
9	49,636	51,007	52,376	53,741
10	50,974	52,345	53,713	55,079
11	52,311	53,681	55,051	56,417
12	53,648	55,019	56,388	57,755
13	54,986	56,357	57,726	59,092
14	56,323	57,694	59,064	60,430
15	57,661	59,032	60,402	61,766
16	58,999	60,370	61,737	63,104
17	60,336	61,705	63,076	64,442
17+	5.00%			

1. *All eligible employees shall advance one step on the 2024-2025 salary schedule. Teachers who have been on step 17 for one or more years shall receive a 5.0% pay increase to their base wages for the 2024-2025 school year.*
2. *All on step employees who received \$1000 or \$2000 as part of the 2020-2022 CBA shall continue to carry those additional payments in addition to their base pay until they move off step, at which point the payments become part of the base pay.*
3. *Additionally, all on-step employees who received an additional \$1,000 for the 2022-2024 CBA shall carry those additional payments in addition to the base pay until they move off step, at which point the payments become part of the base pay.*
4. *All teachers that were employed for the 2023-2024 school year and return for the 2024-2025 school year will receive a \$2,000 retention stipend to be paid on the last payroll of September 2024. This is a one-time payment and will not be added to the base salary for subsequent years.*

APPENDIX A-1
FRANKLIN TEACHER COMPENSATION
2025-2026

Salary:

2025-2026 - Year 2				
Increase	4.50%			
Step	BA	BA +15	MA	MA+15
1	39,990	41,771	43,463	44,979
2	41,736	43,430	44,949	46,377
3	43,395	44,916	46,347	47,774
4	44,881	46,314	47,744	49,171
5	46,279	47,711	49,142	50,569
6	47,676	49,109	50,540	51,967
7	49,074	50,506	51,938	53,365
8	50,472	51,904	53,335	54,763
9	51,869	53,302	54,733	56,160
10	53,267	54,700	56,130	57,558
11	54,665	56,097	57,528	58,956
12	56,062	57,495	58,926	60,354
13	57,460	58,893	60,324	61,751
14	58,858	60,291	61,722	63,149
15	60,256	61,689	63,120	64,545
16	61,654	63,086	64,515	65,944
17	63,052	64,482	65,914	67,342
17+	4.50%			

- 1. All eligible employees shall advance one step on the 2025-2026 salary schedule. Teachers who have been on step 17 for one or more years shall receive a 4.5% pay increase to their base wages for the 2024-2025 school year.*
- 2. All on step employees who received \$1000 or \$2000 as part of the 2020-2022 CBA shall continue to carry those additional payments in addition to their base pay until they move off step, at which point the payments become part of the base pay.*
- 3. Additionally, all on-step employees who received an additional \$1,000 for the 2022-2024 CBA shall carry those additional payments in addition to the base pay until they move off step, at which point the payments become part of the base pay.*

For the Franklin Education Association

For the Franklin Board of Education

Date

Date

Franklin Education Association
Agreement Cost Analysis 2024-2026

	Year 1 Gen Fund	Year 1 Grant Fund	Year 1 Total	Year 2 Gen Fund	Year 2 Grant Fund	Year 2 Total
Wages	\$ 386,204	\$ 41,519	\$ 427,723	\$ 375,664	\$ 39,976	\$ 415,640
ESSER		\$ 241,851	\$ 241,851			
Longevity	\$ 25,776		\$ 25,776	\$ 1,909		\$ 1,909
Total	\$ 411,980	\$ 283,370	\$ 695,350	\$ 377,573	\$ 39,976	\$ 417,549

2-year total Gen Fund	\$ 789,553
2-year total with Grant Funding	\$ 1,112,899

Salary Table District Comparison

2023-2024

District	BA Step 1	BA Top Step	Step #	MA Step 1	MA Top Step	Step #
FRANKLIN	\$36,445	\$57,463	17*	\$39,611	\$60,072	17*
Alton	\$41,992	\$64,468	13	\$47,035	\$72,951	13
Ashland	\$41,992	\$68,925	16	\$45,202	\$74,190	16
Barnstead	\$39,400	\$52,400	16	\$41,808	\$55,602	16
Belmont/Shaker Reg.	\$42,836	\$53,613	10**	\$44,915	\$55,272	10**
Bow	\$42,072	\$71,341	15	46,865	79,472	15
Gilford	\$44,270	\$65,275	16	\$47,586	\$77,306	20
Kearsarge	\$41,016	\$62,795	10	\$46,140	\$82,506	17
Laconia	\$43,973	\$70,910	23***	\$47,073	\$80,631	23***
Winnisquam	\$44,660	\$56,636	20	\$47,705	\$63,288	20

2024-2025

District	BA Step 1	BA Top Step	Step #	MA Step 1	MA Top Step	Step #
FRANKLIN	\$38,267	\$60,335	17*	\$41,592	\$64,442	17*
Alton	\$43,462	\$66,725	13	\$48,681	\$75,504	15
Ashland	\$43,462	\$71,337	16	\$46,784	\$76,787	16
Barnstead	\$40,000	\$53,000	16	\$42,444	\$56,239	16
Belmont/Shaker Reg.	\$44,486	\$53,789	10**	\$46,565	\$56,303	10**
Bow	\$42,913	\$72,687	15	47,802	80,972	15
Gilford	\$45,598	\$67,234	16	\$49,014	\$79,625	20
Kearsarge	\$41,181	\$62,989	10	\$46,325	\$83,662	17
Laconia	\$44,173	\$72,310	23***	\$47,273	\$79,998	23***
Winnisquam	\$45,330	\$57,486	20	\$48,421	\$64,638	20

* Off step gets a COLA

** \$1325 added after step 10

*** \$1400 off step

Difference Between Franklin and Other Districts						
District	BA Step 1	BA Top Step	Step #	MA Step 1	MA Top Step	MA Top Step
FRANKLIN	\$0	\$0	17*	\$0	\$0	\$0
Alton	(\$5,547)	(\$7,005)	13	(\$7,424)	(\$12,879)	(\$12,879)
Ashland	(\$5,547)	(\$11,462)	16	(\$5,591)	(\$14,118)	(\$14,118)
Barnstead	(\$2,955)	\$5,063	16	(\$2,197)		
Belmont/Shaker Reg.	(\$6,391)	\$3,850	10**	(\$5,304)	\$4,800	\$4,800
Bow	(\$5,627)	(\$13,878)	15	(\$7,254)	(\$19,400)	(\$19,400)
Gilford	(\$7,825)	(\$7,812)	16	(\$7,975)	(\$17,234)	(\$17,234)
Kearsarge	(\$4,571)	(\$5,332)	10	(\$6,529)	(\$22,434)	(\$22,434)
Laconia	(\$7,528)	(\$13,447)	23***	(\$7,462)	(\$20,559)	(\$20,559)
Winnisquam	(\$8,215)	\$827	20	(\$8,094)	(\$3,216)	(\$3,216)

Difference Between Franklin and Other Districts						
District	BA Step 1	BA Top Step	Step #	MA Step 1	MA Top Step	MA Top Step
FRANKLIN	\$0	\$0	17*	\$0	\$0	\$0
Alton	(\$5,195)	(\$6,390)	13	(\$7,089)	(\$11,062)	(\$11,062)
Ashland	(\$5,195)	(\$11,002)	16	(\$5,192)	(\$12,345)	(\$12,345)
Barnstead	(\$1,733)	\$7,335	16	(\$852)	\$8,203	\$8,203
Belmont/Shaker Reg.	(\$6,219)	\$6,546	10**	(\$4,973)	\$8,139	\$8,139
Bow	(\$4,646)	(\$12,352)	15	(\$6,210)	(\$16,530)	(\$16,530)
Gilford	(\$7,331)	(\$6,899)	16	(\$7,422)	(\$15,183)	(\$15,183)
Kearsarge	(\$2,914)	(\$2,654)	10	(\$4,733)	(\$19,220)	(\$19,220)
Laconia	(\$5,906)	(\$11,975)	23***	(\$5,681)	(\$15,556)	(\$15,556)
Winnisquam	(\$7,063)	\$2,849	20	(\$6,829)	(\$196)	(\$196)



City Council Meeting Minutes
Monday, November 20th, 2023 - 6:00 p.m.
Franklin Lodge of Elks

Council in attendance: Mayor Jo Brown, Councilor Jay Chandler, Councilor Leigh Webb, Councilor Bob Desrochers, Councilor George Dzujna, Councilor Valerie Blake, Councilor Paul Trudel, Councilor Vince Ribas, Councilor Ted Starkweather and Councilor Olivia Zink

Absent: None

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

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

Salute to the Flag was led by Councilor Ribas.

Agenda Item I.

Police retention and Recruitment Discussion

Milner let the council know that there is a packet on the table for each of them, which can also be found at the end of the minutes.

She introduced Police Chief Goldstein, Lt. Poirier and Lt. Hale.

Milner stated that police departments everywhere are facing many challenges. Recruitment has been difficult with employees hopping from department to department and they needed to come up with a good plan to keep officers.

Chief Goldstein started off letting the council know that he is proud and honored to work with the department heads in Franklin. He has never seen such cooperation anywhere else. He stated that he does not have the answers anymore, as everything has changed in the last few years.

Chief Goldstein passed out some documents to the council that can be found at the end of the minutes.

One sheet shows a 1980's roster, which they are still working under and the other is an actual roster that will be effective as of November 22, 2023 for comparison. He stated that he can't keep any part timers as of right now and they are going to be down 77% of their officers.

He also discussed the fact that Franklin has always been known as a training ground. They get them certified and then they leave for another department.

He also mentioned that the sign on bonuses from other police departments are pretty substantial. For example, Lebanon is giving a \$30,000 sign on bonus to officers. This is this highest bonus in the state right now, but definitely significant.

Lt. Hale stated that they have been trying to fill positions since April. There have been 137 applicants and only 16 of them actually followed through with the entire process. Out of the 16, only 2 were hired. By the national average, Franklin should have 19.5 officers and they are nowhere near that.

Lt. Poirier mentioned that staffing is so low right now that it isn't even safe for them to be out. He stated that he is usually the guy that has all of the answers, but if they lose another officer, he doesn't know what they will do. They don't even have any officers to train new officers. He has officers doing 16-hour days and he is afraid he is going to lose more, due to burn out.

Franklin PD is the only 24-hour department around the area so in other safer towns the officers can go home at 11pm and just call state PD, if needed past that time. Franklin is not able to do that.

The council had a long discussion about what was presented to them.

Motion - Councilor Blake moved that the Franklin City Council set a public hearing date for 6:00 p.m. on Monday, December 4, 2023, regarding Resolution #11-24 authorizing a one-time retention, recruitment & referral bonus program for Police department employees and appropriating \$413,412 in fund balance to support the program. Seconded by Councilor Trudel.

Mayor Brown asked who was in favor of this motion.

All in favor. Motion PASSED

Milner read Resolution 11-24 to the public:

RESOLUTION #11-24

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2024.

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

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2024 which began July 1, 2023, **and;**

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the particular challenges of the current labor market and national conversation; specifically, the police department's challenges in recruiting and retaining employees as a result, **and;**

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to be more competitive with other police department hiring practices in order to recruit and retain high quality employees for the police department, **and;**

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to implement a referral, retention and recruitment program for all current police department open and filled positions to give the recruitment efforts another “tool in the toolbox” for success, **and**

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to fund this program through the one-time, non-lapsing appropriation of \$413,412 from the City’s accumulated fund balance, **Now**,

THEREFORE, BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, December 4, 2023 at 6pm the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #11-24 authorizing a one-time retention, recruitment and referral bonus program for police department positions under the following guidelines:

Retention Bonus Rules:

One time retention bonus of \$10,000 for current full-time employees based on FY2024 authorized position listing positions

One time retention bonus of \$2,500 for current part time officers with 8 hour per week average hours over the last 52 months

One time recruitment bonus of \$20,000 for current open full-time positions to be paid as follows: \$10,000 upon hire, \$5,000 at the end of year 1, \$5,000 at the end of year 2

One time referral bonus of \$5,000 for any employee who refers an individual successfully to one of the full-time open positions to be paid as follows: \$2,500 upon hire, \$2,500 upon 1 year recruited employee’s anniversary

Temporary increase in Field Training Officer pay to \$5 stipend for the training of the recruits to the current open positions

Must remain active employee for the duration of the period to be eligible for bonus - no proration of bonuses.

And authorizing the following non lapsing one-time appropriation:

An increase in FY2024 revenues:

Use of Fund Balance Acct. No. 01-0-000-39399-000 – Four Hundred Thirteen Thousand Four Hundred Twelve dollars (\$413,412)

And an increase in FY2024 expenditure accounts,

Retention Bonus Acct No. 01-1-302-40131-000 - Four Hundred Thirteen Thousand Four Hundred Twelve dollars (\$413,412).

No other business was discussed.

ADJOURNMENT:

**Motion to adjourn was made by Councilor Ribas and seconded by Councilor Chandler.
All in favor. Motion PASSED.**

The meeting adjourned at 7:29 p.m.

Respectfully submitted,

Lisa A. Jones
Executive Secretary

①

AS OF 11/20/2023

POSITION				
FULL TIME	PART TIME	TOTAL	FILLED	OPEN
CHIEF		1	1	0
LIEUTENANT		2	2	0
ADMINISTRATIVE ASSISTANT		1	1	0
PROSECUTOR		1	1	0
PROSECUTORS SECRETARY		1	1	0
SERGEANT		6	5	1
COMMUNICATIONS SUPERVISOR		1	1	0
COMMUNICATIONS SPECIALIST		4	2	2
DETECTIVE		2	1	1
PATROL OFFICER		9	4	5
K9 PATROL DOG-FALCO		1	0	1
K9 COMFORT DOG		1	0	1
TOTAL POLICE		30	19	11

- 2 CANINES
9 OPEN HUMAN
POSITIONS

HIRING BONUS

Lebanon PD	\$30,000 for Certified
Windham PD	\$21,000 for Certified
Chester PD	\$20,000 for Certified
Hooksett PD	\$15,000 for Certified
Gilmanton PD	\$15,000 Cert and non-Cert
Bow PD	\$10,000
Keene PD	\$10,000
Hollis PD	\$10,000
NH State Police	\$10,000 Cert and non-Cert
Claremont PD	\$10,000 Cert and non-cert
North Hampton PD	\$10,000 for Certified
Northfield PD	\$5,000
Henniker PD	\$5,000 Cert and non-Cert
Merrimack Co	\$4,000 Cert and non-cert

Concord PD is paying retention bonuses of \$10,000 and raised their OT rate to double-time for 24 Months

(2)

AS OF 11/20/2023

City of Franklin Employee List			
<u>Last</u>	<u>Department</u>	<u>Hire Date</u>	
Hart	Police	9/27/2004	Active
Stephens	Police	9/15/2008	Active
Matthews	Police	6/21/2010	Active
Ball	Police	10/18/2010	Active
Drouin	Police	1/10/2011	Active
Walker	Police	8/29/2011	Active
Wing	Police	5/27/2012	Active
Poirier	Police	5/26/2013	Active
King	Police	8/10/2014	Active
Francis	Police	3/13/2017	Active
Muller	Police	2/14/2021	Active
Jewell	Police	8/23/2021	Active
Burton	Police	2/09/2022	Active
Bell	Police	4/24/2023	Active
Merchant	Police	7/02/2023	Active
Merrill	Police	8/28/2023	Active

3

SUGGESTED MOTION:

November 20, 2023

Councilor moves, "I move the Franklin City Council set a public hearing date for 6:00 p.m. on Monday, December 4, 2023, regarding Resolution #11-24 authorizing a one-time retention, recruitment & referral bonus program for Police department employees and appropriating \$413,412 in fund balance to support the program."

Mayor calls for a second, discussion, and vote.

5

RESOLUTION #11-24

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2024.

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

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2024 which began July 1, 2023, **and**;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the particular challenges of the current labor market and national conversation; specifically, the police department's challenges in recruiting and retaining employees as a result, **and**;

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to be more competitive with other police department hiring practices in order to recruit and retain high quality employees for the police department, **and**;

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to implement a referral, retention and recruitment program for all current police department open and filled positions to give the recruitment efforts another "tool in the toolbox" for success, **and**

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to fund this program through the one-time, non-lapsing appropriation of \$413,412 from the City's accumulated fund balance, **Now**,

THEREFORE, BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, December 4, 2023 at 6pm the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #11-24 authorizing a one-time retention, recruitment and referral bonus program for police department positions under the following guidelines:

Retention Bonus Rules:

One time retention bonus of \$10,000 for current full-time employees based on FY2024 authorized position listing positions

One time retention bonus of \$2,500 for current part time officers with 8 hour per week average hours over the last 52 months

One time recruitment bonus of \$20,000 for current open full time positions to be paid as follows: \$10,000 upon hire, \$5,000 at the end of year 1, \$5,000 at the end of year 2

One time referral bonus of \$5,000 for any employee who refers an individual successfully to one of the full time open positions to be paid as

⑥

follows: \$2,500 upon hire, \$2,500 upon 1 year recruited employees anniversary

Temporary increase in Field Training Officer pay to \$5 stipend for the training of the recruits to the current open positions

Must remain active employee for the duration of the period to be eligible for bonus - no proration of bonuses.

And authorizing the following non lapsing one-time appropriation:

An increase in FY2024 revenues:

Use of Fund Balance Acct. No. 01-0-000-39399-000 – Four Hundred Thirteen Thousand Four Hundred Twelve dollars (\$413,412)

And an increase in FY2023 expenditure accounts,

Retention Bonus Acct No. 01-1-302-40131-000 - Four Hundred Thirteen Thousand Four Hundred Twelve dollars (\$413,412),

By a roll call vote.

Roll Call:

Councilor Chandler	_____	Councilor Desrochers	_____	Councilor Webb	_____
Councilor Dzujna	_____	Councilor Blake	_____	Councilor Trudel	_____
Councilor Ribas	_____	Councilor Starkweather	_____	Councilor Zink	_____

Approved: _____
Mayor

Passed: _____

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

A true copy, attested: _____
City Clerk

Date: _____

7

<p align="center">FRANKLIN POLICE DEPARTMENT PERSONNEL EFFECTIVE AS OF NOVEMBER 22, 2023</p>

1	CHIEF DAVID GOLDSTEIN	
51	PENNY STEPHENS	
2	LT. DANIEL POIRIER/OPERATIONS	(FPD 603-455-4976)
3	LT. RALPH HALE/ADMINISTRATIVE	(FPD 603-455-9561)
52	BRENDA FREEMAN P/T	
4	PROSECUTOR ANDREA MULLER	
50	KATIE JEWELL	

SAM-1	SGT. DANIEL BALL (SHIFT COMMANDER)
SAM-2	SGT. ERIC DROUIN (SHIFT COMMANDER)
SAM-3	SGT. FORREST WALKER (SHIFT COMMANDER)
SAM-4	SGT. JONATHAN FRANCIS (SHIFT COMMANDER)
SAM-5	
SAM-6	SGT. DOUGLAS VOELBEL (SHIFT COMMANDER) P/T

DAVID-1	DET. SGT. KENT MATTHEWS
DAVID-2	DETECTIVE KENDALL POIRIER
DAVID-3	OPEN
DAVID-4	DETECTIVE SEAN SWEENEY P/T

PAUL-1	OFFICER CHRISTOPHER HART
PAUL-2	OFFICER JEFFREY KING
PAUL-3	OFFICER AINSLEY BRUNO
PAUL-4	OFFICER JAGGER BELL
PAUL-5	OFFICER TREVOR MERCHANT
PAUL-6	OPEN
PAUL-7	OPEN
PAUL-8	OPEN
PAUL-9	OPEN
PAUL-10	OPEN
PAUL-11	OFFICER JOSEPH CLEWLEY P/T
PAUL-12	OFFICER BRENDAN MERCHANT P/T
PAUL-13	OFFICER SPENCER MARVIN P/T
PAUL-14	OFFICER ALLYSIA BURTON P/T
PAUL-15	OFFICER TIMOTHY BEERS P/T
PAUL-16	OFFICER DAVID SUCKLING P/T

ROBERT-1	COMM. SUPERVISOR KATHERINE BURTON
ROBERT-2	COMM. SPECIALIST JORDANA WING
ROBERT-3	COMM. SPECIALIST KAITLYN BERRY
ROBERT-4	COMM. SPECIALIST FABIAN MERRILL
ROBERT-5	OPEN
ROBERT-6	COMM. SPECIALIST KARA BAKER P/T
ROBERT-7	COMM. SPECIALIST JUSTIN MALCOLM P/T
ROBERT-8	COMM. SPECIALIST DOROTHY SHEEHAN P/T
ROBERT-9	COMM. SPECIALIST SYDNEY ROLLINS P/T
ROBERT-10	COMM. SPECIALIST KATHRYN DRAPEAU P/T

<p align="center">FRANKLIN POLICE DEPARTMENT PERSONNEL EFFECTIVE AS OF NOVEMBER 22, 2023</p>

1	CHIEF DAVID GOLDSTEIN	
51	PENNY STEPHENS	
2	LT. DANIEL POIRIER/OPERATIONS	(FPD 603-455-4976)
3	LT. RALPH HALE/ADMINISTRATIVE	(FPD 603-455-9561)
52		
4	PROSECUTOR ANDREA MULLER	
50	KATIE JEWELL	

SAM-1	SGT. DANIEL BALL (SHIFT COMMANDER)
SAM-2	SGT. ERIC DROUIN (SHIFT COMMANDER)
SAM-3	SGT. FORREST WALKER (SHIFT COMMANDER)
SAM-4	SGT. JONATHAN FRANCIS (SHIFT COMMANDER)
SAM-5	
SAM-6	

DAVID-1	DET. SGT. KENT MATTHEWS
DAVID-2	DETECTIVE KENDALL POIRIER
DAVID-3	OPEN
DAVID-4	OPEN

PAUL-1	OFFICER CHRISTOPHER HART
PAUL-2	OFFICER JEFFREY KING
PAUL-3	OPEN
PAUL-4	OFFICER JAGGER BELL
PAUL-5	OFFICER TREVOR MERCHANT
PAUL-6	OPEN
PAUL-7	OPEN
PAUL-8	OPEN
PAUL-9	OPEN
PAUL-10	OPEN
PAUL-11	
PAUL-12	
PAUL-13	
PAUL-14	
PAUL-15	
PAUL-16	

ROBERT-1	COMM. SUPERVISOR KATHERINE BURTON
ROBERT-2	COMM. SPECIALIST JORDANA WING
ROBERT-3	OPEN
ROBERT-4	COMM. SPECIALIST FABIAN MERRILL
ROBERT-5	OPEN
ROBERT-6	
ROBERT-7	
ROBERT-8	
ROBERT-9	
ROBERT-10	

CITY COUNCIL MEETING
AGENDA ITEM II



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**
December 4, 2023

Subject: FBIDC to address city council regarding "Welcome to Franklin" signage

Suggested Motion:

Councilor moves, "I move the Franklin City Council accepts FBIDC's gift of new welcome to Franklin signage to the city and authorizes the municipal services department to assist in the placement and installation of signage."

Mayor calls for a second, discussion and vote.

Attachments:

Historical Welcome Signage

Large Franklin Welcome Signage

Welcome To
Historic
Franklin Falls



The Three Rivers City

Welcome To Franklin New Hampshire



The Three Rivers City

CITY COUNCIL MEETING
AGENDA ITEM III



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of December 4, 2023

Subject: City Manager's Update

City Manager, Judie Milner, will provide a monthly update to the Mayor and City Council.

- Contingent Grant Line Activity –
- Trust fund for school funding –
- Thank you -
- Welcome Aboard -
- Congratulations –
- Shout Out -
- Committee Meetings – December:
- Media contacts –
- City SPIRIT – Save the Date
- NHMA Conference – municipal/community solar
- Stanley Mill Update -
- City Hall Update –
- Inaugural Meeting -

- City Offices Closed -
- Holiday Luncheon -

CITY COUNCIL MEETING
AGENDA ITEM IV



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of December 4th, 2023

Subject: Monthly School Board Update

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

CITY COUNCIL MEETING
AGENDA ITEM V



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting December 4, 2023

From: Judie Milner, City Manager; David Goldstein, Police Chief; Lt. Poirier; Lt. Hale

Subject: Franklin City Council to consider Resolution #11-24 authorizing a one-time retention, recruitment, referral, and field training officer bonus program for police department employees and appropriating \$413,412 in fund balance to support the program.

Recommended Motion:

December 4, 2023

Councilor moves, "I move that the Franklin City Council adopt Resolution #11-24 authorizing a one-time retention, recruitment, referral and field training officer bonus program for employees and appropriating \$413,412 in fund balance to support the program."

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

Background:

At the November 20, 2023 city council workshop, City Manager Milner, Chief Goldstein, Lieutenant Poirier, and Lieutenant Hale presented the City Council with the challenges of hiring and retaining police officers nationwide, how those challenges are felt at the local level within the city of Franklin, the consequences of not addressing those challenges and how we believe the City could address the problem locally to make Franklin more competitive with other NH communities in attracting and retaining the best law enforcement personnel going forward.

The workshop was interactive with the council asking good questions and the police management team answering the tough questions and giving their opinions on solutions. Topics discussed included: 1) the national conversation of defunding police while statistics show when enforcement activities are low, crime rises 2) effect of a lenient court system 3) national average 2.5 officers per 1000 citizens, Franklin has <1. 4) current approved positions in Franklin are the same as 1985 roster 5) Franklin has a much higher call for service requests than 1985 6) same officers doing more work 7) roster is down to ½ staffed 8) overtime burnout imminent – past critical mass 9) Franklin is the only 24/7 pd in the area (Laconia is the next) 10) trainees are relied on for back up 11) out of answers if we lose another officer – will be down to 1 per shift – reactive 12) losing officers to the much higher paying private sector 13) legislature has an anti-police attitude 14) changes in the NHRS rules from 2011 15) sociology issues, lack of respect for police officers, lack of courtesy, lack of respect between officers new and seasoned 16) etc.

The program presented to the council to address police department hiring and retention challenges, as revised during the workshop meeting, is as follows:

One time retention bonus of \$10,000 for current full-time employees based on FY2024 authorized position listing positions once they have been employed for at least one year

One time retention bonus of \$2,500 for current part time officers with 8 hour per week average hours over the last 52 weeks

One time recruitment bonus of \$20,000 for current open full-time positions to be paid as follows: \$10,000 upon hire, \$5,000 at the end of year 1, \$5,000 at the end of year 2 (the employee signs a 3-year contract upon hire requiring payback of bonus if they terminate employment within the contract period)

One time referral bonus of \$5,000 for any employee who refers an individual successfully to one of the full-time open positions to be paid as follows: \$2,500 upon hire, \$2,500 upon 1 year recruited employee's anniversary

Temporary increase in Field Training Officer pay to \$5 stipend for the training of the recruits to the current open positions

Must remain active employee for the duration of the period to be eligible for bonus - no proration of bonuses.

While it is agreed this solution presented is a "band aid", the council unanimously set a public hearing for the resolution. It is agreed that pay and benefits for our first responders should be council priority going forward. While the city just implemented a pay & class study, adjusting the wage scales for COLA's and including step increases in budgets going forward not only reduce compression issues internally between officers but are key in keeping competitive with other communities. Taking a good look at the individual and unique challenges of each first responder department and looking at solutions outside the box will be necessary going forward.

The total cost of the program, \$413,412, can be funded through general fund balance over the required 15% threshold per city code. The appropriation is non-lapsing and can be carried forward to pay the obligations of the program in future years.

Attachments:

Resolution 11-24

Bonus Breakdown by the Numbers



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

316 Central Street
Franklin, NH 03235

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

RESOLUTION #11-24

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2024.

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

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2024 which began July 1, 2023, **and;**

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the particular challenges of the current labor market and national conversation; specifically, the police department's challenges in recruiting and retaining employees as a result, **and;**

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to be more competitive with other police department hiring practices in order to recruit and retain high quality employees for the police department, **and;**

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to implement a referral, retention and recruitment program for all current police department open and filled positions to give the recruitment efforts another "tool in the toolbelt" for success, **and**

WHEREAS, the City Council of the City of Franklin, New Hampshire wishes to fund this program through the one-time, non-lapsing appropriation of \$413,412 from the City's accumulated fund balance, **Now,**

THEREFORE, BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, December 4, 2023 at 6pm the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #11-24 authorizing a one-time retention, recruitment and referral bonus program for police department positions under the following guidelines:

Bonus Rules:
One time retention bonus of \$10,000 for current full-time employees based on FY2024 authorized position listing positions once they have been employed for at least one year
One time retention bonus of \$2,500 for current part time officers with 8 hour per week average hours over the last 52 weeks

One time recruitment bonus of \$20,000 for current open full-time positions to be paid as follows: \$10,000 upon hire, \$5,000 at the end of year 1, \$5,000 at the end of year 2 (the employee signs a 3-year contract upon hire requiring the payback of the bonus if they terminate employment within the contract period)

One time referral bonus of \$5,000 for any employee who refers an individual successfully to one of the full-time open positions to be paid as follows: \$2,500 upon hire, \$2,500 upon 1 year recruited employee's anniversary

Temporary increase in Field Training Officer pay to \$5 stipend for the training of the recruits to the current open positions

Must remain active employee for the duration of the period to be eligible for bonus - no proration of bonuses.

And authorizing the following non lapsing one-time appropriation:

An increase in FY2024 revenues:

Use of Fund Balance Acct. No. 01-0-000-39399-000 – Four Hundred Thirteen Thousand Four Hundred Twelve dollars (\$413,412)

And an increase in FY2024 expenditure accounts,

Retention Bonus Acct No. 01-1-302-40131-000 - Four Hundred Thirteen Thousand Four Hundred Twelve dollars (\$413,412),

By a roll call vote.

Roll Call:

Councilor Chandler _____ Councilor Desrochers _____ Councilor Webb _____

Councilor Dzujna _____ Councilor Blake _____ Councilor Trudel _____

Councilor Ribas _____ Councilor Starkweather _____ Councilor Zink _____

Approved: _____

Mayor

Passed: _____

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

A true copy, attested: _____
City Clerk

Date: _____

City of Franklin, NH								
Police Department Retention & Recruitment Analysis								
11/20/2023								
Program	Position Title	# Employees	Wage	Social Security	Medicare	Payroll Costs		
Retention - Full Time 10,000	Admin Assistant/Secretary	2	\$ 20,000.00	\$ 1,240.00	\$ 290.00	\$	\$	21,530.00
	Communication Specialist	2	\$ 20,000.00	\$ 1,240.00	\$ 290.00	\$	\$	21,530.00
	Communication Supervisor	1	\$ 10,000.00	\$ 620.00	\$ 145.00	\$	\$	10,765.00
	Patrol Officer	4	\$ 40,000.00	\$ -	\$ 580.00	\$	\$	40,580.00
	Detective	1	\$ 10,000.00	\$ -	\$ 145.00	\$	\$	10,145.00
	Sergeant	5	\$ 50,000.00	\$ -	\$ 725.00	\$	\$	50,725.00
	Prosecutor	1	\$ 10,000.00	\$ 620.00	\$ 145.00	\$	\$	10,765.00
	Subtotal Retention - Full Time	16	\$ 160,000.00	\$ 3,720.00	\$ 2,320.00	\$	\$	166,040.00
Retention - Part Time 2,500 8 hours/week average over past 52 weeks	Communication Specialist	6	\$ 15,000.00	\$ 930.00	\$ 217.50	\$	\$	16,147.50
	Patrol Officer	7	\$ 17,500.00	\$ 1,085.00	\$ 253.75	\$	\$	18,838.75
	Subtotal Retention - Part Time	13	\$ 32,500.00	\$ 2,015.00	\$ 471.25	\$	\$	34,986.25
Recruitment - Full Time 20,000 10k at hire, 5k at 1yr and 2yr anniversary	Communication Specialist	2	\$ 40,000.00	\$ 2,480.00	\$ 580.00	\$	\$	43,060.00
	Patrol Officer	5	\$ 100,000.00	\$ -	\$ 1,450.00	\$	\$	101,450.00
	Detective	1	\$ 20,000.00	\$ -	\$ 290.00	\$	\$	20,290.00
	Sergeant	1	\$ 20,000.00	\$ -	\$ 290.00	\$	\$	20,290.00
	Subtotal Recruitment - Full Time	9	\$ 180,000.00	\$ 2,480.00	\$ 2,610.00	\$	\$	185,090.00
Referral any police dept employee	9 open positions	9	\$ 5,000.00	\$ 310.00	\$ 72.50	\$	\$	5,382.50
	Subtotal - Referral	9	\$ 5,000.00	\$ 310.00	\$ 72.50	\$	\$	5,382.50
Field Training Officer (FTO) 5/yr; 12 weeks	9 open positions	9	\$ 21,600.00	\$ -	\$ 313.20	\$	\$	21,913.20
	Subtotal - FTO	9	\$ 21,600.00	\$ -	\$ 313.20	\$	\$	21,913.20
	Grand Total		\$ 399,100.00	\$ 8,525.00	\$ 5,786.95	\$	\$	413,411.95

**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 4th, 2023 at 6:00 p.m. at the Franklin Lodge of Elks regarding Resolution #11-24, authorizing a one-time retention, recruitment & referral bonus program for Police department employees and appropriating \$413,412 in fund balance to support the program.

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

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

CITY COUNCIL MEETING
AGENDA ITEM VI



CITY OF FRANKLIN COUNCIL AGENDA REPORT

City Council Meeting of December 4th, 2023

From: Michael Foss, Fire Chief/EMD

Subject: For the Franklin City Council to consider selling miscellaneous municipal fire alarm equipment which is no longer in use.

Recommended Motion for the December 4th, 2023 Meeting of the City Council:

"I move that the Franklin City Council authorize the Fire Department Administration to sell and/or scrap the accumulated surplus municipal fire alarm system equipment for the best possible price as well as donate the console, small bell and ticker with take up reel, and a Master Box to the Franklin Firefighters Association to set up a small-scale functioning system in the Firefighter Museum."

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

Background:

On July 1st, 2023 the Franklin Fire Department ended the monitoring services for the municipal fire alarm system. After discussions with the City Council Fire Committee, it was determined that the monitoring services should no longer be provided due to increased City liability, and inadequate staffing available to maintain the system. As a result, all previously monitored City buildings are now monitored through a "third party" provided. The fire alarm system is currently being dismantled Citywide, and it is recommended that equipment being removed is sold for the best possible price.

Fiscal Impact:

Fire Department Administration will determine the most reasonable/profitable selling price for all said items. It is unknown how much money this equipment will draw. The revenue generated from this sale will go back to the City's Fire Alarm revenue account #01-2-000-34072. It is estimated that at least \$3000 will be obtained from selling the following equipment:

- | | | |
|---|-------------------------------|-----------------------------|
| • Gamewell fire alarm boxes working- 34 | • Gamewell Station bell small | • Gamewell Station bell 10" |
| • Gamewell Fuse Box | • Gamewell 4 circuit console | |
| • Gamewell battery charger | • Circuit line measure | |
| • Gamewell Ticker with take up reel - 3 | LW Bills Ground tester | |
| | Gamewell Digitizer | |
| | • Misc. supplies and parts | |

Alternatives:

The alternative is to forego the sale of the surplus equipment. Equipment will be stored and most likely reduce in value over time.

CITY COUNCIL MEETING
AGENDA ITEM VII



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
December 4, 2023

From: Judie Milner, City Manager
Subject: Council to consider re-affirming memorandum of agreement between the City and Mill City Park

Suggested Motion:

Councilor moves, "I move that the Franklin City Council re-affirm the 9/13/2017 memorandum of agreement between the City and Mill City Park through 9/30/2027."

Mayor calls for a second, discussion and vote.

Discussion:

The original agreement was approved by the city council at the September 5, 2017 meeting. Although the original memorandum of agreement states it can be extended upon mutual agreement of the authorized officials (Mayor, Manager, FBIDC & MCP Executive Directors), 2 of the authorized officials (Mayor & Manager) are different people than the originals so I thought it best to have the council re-affirm.

Where the whitewater park is 1/3 of the way built and the land park is partially constructed, my recommendation is to extend the memorandum of agreement (MOA) for another 5 years through anticipated construction phases of the remaining white-water park features and the land park adjacent to the river. Upon completion, a formal memorandum of understanding will be proposed to memorialize the stewardship, management and maintenance of the finished parks and execute the land lease. The City is currently in the process of applying for 2 Land & Water Conservation Fund grants for the whitewater park. This renewed MOA is necessary for the grant applications.

As former manager Dragon said in her original agenda report "the city will always have a role in economic development" and this has proven true in the grants and funding sources obtained for economic development including the white-water park in the city since the original MOA. Mill City Park has kept up their portion of the agreement, as well, by taking over the maintenance and upkeep of the areas they have improved (lessening the burden to our buildings and grounds department), managing the construction projects and playing an integral role in promoting economic development in the city. It's important to keep this economic engine moving forward by finishing what we have started with the original MOA. The return from economic development continues to be new tax revenue for more of the things the city needs without burdening the current tax payer.

Attachments/Exhibits:

Original Memorandum of Agreement from September 2017



Commitment for Continued Collaboration

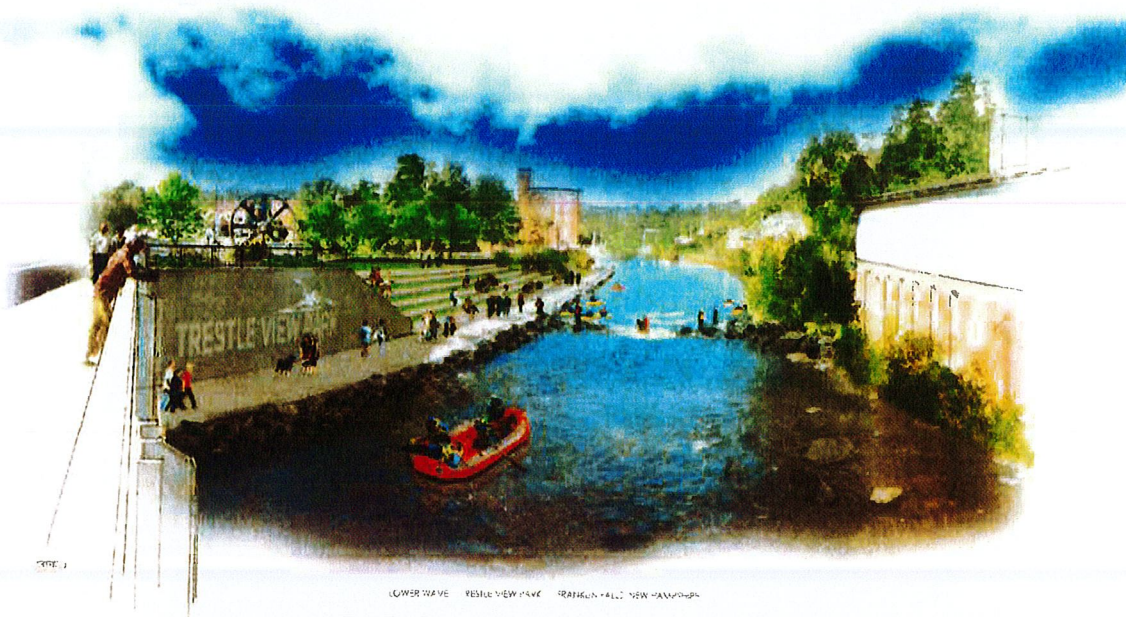
This Collaboration Agreement sets the terms & understanding between the City of Franklin, New Hampshire, the 501(c)3 nonprofit Franklin Business and Industrial Corporation (FBIDC) & the nonprofit Mill City Park at Franklin Falls.

Background

In September of 2015, Marty Parichand presented and provided a report to the Franklin City Manager, Elizabeth Dragon, the Director of Planning & Zoning, Richard Lewis, and the Executive Director of FBIDC. The report estimated the local economic impacts possible with the development of a free community whitewater park and associated amenities. This study, which was generated with input from the New Hampshire (NH) Department of Resources and Economic Development (DRED) estimated a possible \$6.8 million increase in annual direct spending and \$4.6 million



UPPER WAVE TRESTLE VIEW PARK FRANKLIN FALLS NEW HAMPSHIRE



increase in annual indirect and induced spending as a result of the facility. For a detailed progression of this project please see Appendix 1 - Traction.

Mill City Park became a NH state registered non-profit in 2017 with the mission of increasing the quality of life in Franklin and the surrounding communities by:

- Promoting healthy, active, & outdoor lifestyles
- Development of an iconic outdoor community park
- Encourage outdoor recreation opportunities
- Balancing preservation of the land's history, & environmental restoration of the land & water to a natural state

This whitewater park has the potential to reimagine and revitalize Franklin. It will promote development and redevelop, attract existing businesses, enable entrepreneurs to start businesses, increase the attractiveness to prospective residents all of which support the City.

Purpose

This agreement is to serve as the foundation that outlines the understanding between the City of Franklin and Mill City Park (MCP).

A collaborative and extensive project of this nature can only be accomplished through the work of multiple organizations, hereafter, the "team" will represent the City Manager of Franklin, the City Council of Franklin, FBIDC and MCP.

The goal of this partnership is to fund, build and sustain New England's first whitewater park, so that, the City of Franklin can build a new identity centered around an iconic outdoor destination.

The above goals will be accomplished through the following activities:

1. MCP must maintain proper NH state nonprofit status
2. MCP must obtain 501(c)3 nonprofit standing & status
3. MCP will assign a board member at large position to the current Executive Director of FBIDC
4. MCP will assign a board member at large position to the current City Manager
5. The team will work together to procure funding, engineer, design & build New England's first whitewater park
6. The team will work together to procure funding, engineer, design & build adjacent outdoor community park facility
7. The team will work together to procure funding, engineer, design & build accommodations similar to a campground, hostel or eco-village to provide a revenue stream
8. The team will work together to find funding, & secure access or ownership to privately owned parcels adjacent to the city owned land
9. The City of Franklin will implement a 30 year (with a 30 year renewal clause) conditional lease of the city owned land to MCP for use & maintenance
10. The team will work together to procure funding, restore & repurpose the downtown Trestle Bridge & the Sulphite Bridge (also known as the Upside Down Covered Bridge)
11. MCP will act as the point of contact and/or project/program manager of all engineering programs, construction projects, capital campaigns, community outreach events, etc.
12. MCP will manage, maintain & promote Mill City Park & all outdoor and whitewater activities on the Winnepesaukee River

Funding

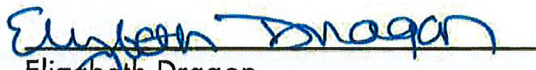
This document is not a commitment of funds, but rather a commitment to implement a long term lease in the future of the city owned property needed for this project and to ensure a commitment of continued collaboration for at least the next 5 years.

Duration

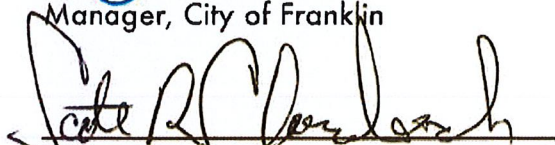
This agreement is at-will and may be modified by mutual consent of authorized officials from Franklin's City Manager, Franklin's Mayor, Executive Director of FBIDC and Executive Director of MCP.

This commitment between the organizations will become formalized upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. The City may, upon a finding that the interests of the City are no longer provided, protected, or otherwise insured, terminate the lease. In the absence of mutual agreement by the authorized officials this agreement shall end on 5 years from the date of the last signature.

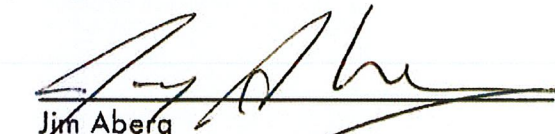
Authorized Officials & Partners


Elizabeth Dragon
Manager, City of Franklin

9-6-17
date


Scott Clarenbach
Deputy Mayor, City of Franklin

09/06/2017
date


Jim Aberg
Executive Director, FBIDC

9-13-17
date


Marty Parichand
Executive Director, MCP

9/13/2017
date

Appendix 1

TRACTION

In September of 2015, Marty Parichand presented and provided a report to the Franklin City Manager, Elizabeth Dragon, the Director of Planning & Zoning, Richard Lewis, and the Executive Director of the 501c(3) non-profit, FBIDC. The report estimated the local economic impacts possible with the development of a free community whitewater park and associated amenities. This study, which was generated with input from the NH DRED estimated a possible \$6.8 million increase in annual direct spending and \$4.6 million increase in annual indirect and induced spending as a result of the facility.

Since fall of 2015, a significant amount has been accomplished. In the summer of 2016, a grass root movement led by Jenisha Shrestha of PCL and Parichand raised over \$35,000 to hire McLaughlin Whitewater Design Group, a whitewater engineering firm which specializes in this industry. McLaughlin produced multiple work products after visiting Franklin, all of which would confirm the findings documented in Parichand's study. Additionally, the above conceptual renderings were produced.

Shortly thereafter, the Franklin City Manager produced a study entitled "Review of Economic Development Impact Proposed "Mill City Park" and associated recreation activities." This document's development coincided with Shrestha and Parichand working with over 180 Colby Sawyer College (CSC) students on the whitewater park and related deliverables. The following departments had coursework centered on the park; Graphic Design, Sports Marketing, Sustainable Food Systems, Environmental Science. This trend continued during the 2016 school year with the Tilton School, Proctor Academy and St. Anselm College.

Momentum continued further after the City of Franklin, PCL and MCP began meeting every 2 weeks for downtown coordination meetings. With the increase of communication, work products, solutions and accomplishments could be expedited. During the summer of 2017, the National Recreation and Park Association selected the project for it's Safe Routes to Parks program. In July, a verbal commitment from Franklin Savings Bank was received for a \$125,000 donation. In August, the project was awarded and Economic Development Association (EDA) Technical Assistance grant of \$180,000 to perform all engineering associated with the first phase of the project.

CITY COUNCIL MEETING
AGENDA ITEM VIII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

December 4, 2023

From: Judie Milner, City Manager

Subject: Council to Consider Authorizing the City Manager to Apply for (2) Land & Water Conservation Fund (LWCF) grants for the construction of Mill City Park

Suggested Motion:

Councilor moves, "I move that the Franklin City Council authorize the City Manager to apply for (2) \$500,000 grants through Land & Water Conservation Fund for the construction of (2) water features in the river at Mill City Park."

Mayor calls for a second, discussion and vote.

Discussion:

The non-profit, Mill City Park, and the city formed a public private partnership memorialized with a memorandum of agreement in September 2017 for the creation of a white-water kayak venue, the first of its kind in New England, in the Winnepesaukee River at an adjoining land based recreational park at the base of the City's downtown district. Since then, the City and Mill City Park Board have worked together with the downtown economic development group to bring the many facets of this project to fruition. The Park, which brings a new outdoor recreation venue to New England thus bringing new enthusiasts and spectators spending new money in Franklin and the surrounding region, is designed and permitted for 3 water features. Feature 3, located in front of Trestle View Park, was the first feature constructed utilizing in part a \$400,000 LWCF grant (Resolution 05-22 adopted at the 10/4/2021 city council meeting). The completed park, which will provide enough water flow in the Winnepesaukee to allow for kayaking, surfing, etc. 365 days per year, is an evidenced based economic development tool from over 300 other venues throughout North America. These grant applications will assist in the construction of the remaining two (features 1 & 2) of the three in-river water features of the park. If awarded, the grant will need to be accepted and appropriated through a city resolution.

CITY COUNCIL MEETING
AGENDA ITEM IX



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
December 4, 2023

Subject: Council to consider setting a public hearing on ordinance 06-24, Code of Conduct for Elected Officials and Appointed Board Members.

Suggested Motions:

December 4, 2023

(reminder this can be in title only)

Councilor moves, "I move that the Franklin City Council set a public hearing for 6pm on Monday, January 8, 2024, regarding the adoption of Ordinance 06-24 Code of Conduct for Elected Officials and Appointed Board Members."

Mayor calls for a second, discussion and vote.

January 8, 2024

Councilor moves, "I move that the Franklin City Council adopt Ordinance 06-24 Code of Conduct for Elected Officials and Appointed Board Members."

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

History:

This is a current policy not city code. Last review was 2/1/21, last change 9/8/15.

At 1/3/22 inaugural meeting code of ethics was referred to legislative committee for review and codification recommendation.

Legislative committees (2/22/22 & 3/1/23) have recommended keeping the code of conduct as a policy and not codifying the code of conduct.

Council sent the code of conduct back to legislative committee at the April 3, 2023 meeting to consider codification again. The legislative committee met on May 16, 2023 and recommended to adopt the code of conduct as a policy not to codify.

July 10, 2023 City Council directed to have code of conduct codified by ordinance.

Attachment:

Ordinance 06-24



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin, NH 03235

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

ORDINANCE #06-24

AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:

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

Be it ordained by the City Council of the City of Franklin add Chapter 308, Code of Conduct for Elected Officials and Appointed Board Members, to the Franklin Municipal Code as follows:

CHAPTER 308 CODE OF CONDUCT FOR ELECTED OFFICIALS AND APPOINTED BOARD MEMBERS

308-1 PREFACE

The purpose of the Code of Conduct is to assist Elected officials and appointed board members in performing their duties for the public. The Code of Conduct is a guide for the members to follow during their term in office. This Code does not reduce the authority granted to Elected officials and appointed board members by the laws of the United States and the State of New Hampshire, as well as the Charter for the City of Franklin.

We remember that we are, first and foremost, servants of the people and treat them with the highest respect and dignity in our public meetings and outside of those meetings. Further, Franklin's public officials should educate themselves on the requirements of the law and ordinances to ensure that they are never using their position to avoid either.

The Code of Conduct will be distributed to all City Council and board members annually in January, and new board members as they are appointed during the year.

308-2 ATTENDANCE

Elected officials and appointed board members should make every effort to notify the mayor, or City Manager (in the case of the City Council), or the Chairman of their respective board, if they will be unable to attend or will be late to a meeting. In the event a member needs to leave a meeting, while the meeting is in session, the member should receive acknowledgement of their departure from the presiding officer.

308-3 CONDUCT AS A PUBLIC OFFICIAL

Public service is a public trust, requiring elected officials and appointed board members to place loyalty to the constitution of the United States and the New Hampshire Constitution, federal and state laws, city ordinances and Charter provisions and ethical principles above private gain for themselves or others.

Elected officials and appointed board members shall not, except as otherwise permitted by ordinance, solicit or accept any gift, service or favor from any person or entity seeking official action from, doing business with, or conducting activities regulated by the City of Franklin, whose interests may be affected by the performance or non-performance of the elected official's or appointed board member's duties.

Elected officials and appointed board members shall never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept favors or benefits under circumstances which might be construed as influencing the performance of their public duties.

Elected officials and appointed board members shall put forth honest effort in the performance of the public duties, remaining impartial and responsible to the public.

Elected officials and appointed board members shall make no promises of any kind binding upon the duties of their office, since an elected official or appointed board member only have authority to make binding decisions, when voting at a legally posted meeting of their board or committee, when a quorum is in attendance.

Elected officials and appointed board members shall not interfere with the powers and duties of the City Manager, as set forth in the Franklin City Charter, or interfere with the powers and duties of the Superintendent of Schools, as set forth by the laws in the State of New Hampshire. Interference by elected officials or appointed board members with the City Manager or Superintendent's powers and duties could constitute immediate forfeiture of their office and criminal charges.

308-4 CONDUCT AT MEETINGS

At City meetings a councilor or board member shall be recognized to speak by the mayor or chair or in his/her absence the person appointed by the Mayor/Chair. The behavior of an elected official/board member both in public and in private should reflect the trust placed in them as leaders of the community.

The goal of a Franklin elected official or board member is to provide the highest quality leadership for all its citizens, to be fiscally responsible and to be dedicated while listening to the needs of others.

308-5 CONFLICT OF INTEREST

Elected officials and appointed board members of the City of Franklin shall avoid conflicts of interest when conducting City business – even the appearance of a conflict of interest.

State law demands that City officials, and board members, not participate in any matter in which they (or a member of their family) have a personal interest, which may directly or indirectly influence the impartial performance of their duties. In such instances, officials shall recuse themselves from discussion and decision-making.

If an elected or appointed office holder insists upon participation when there is a clear and serious conflict of interest, the Franklin City Council will consider this misconduct and may take corrective action allowable under State law and the City Charter.

Recusal means to remove oneself completely from all further participation in the matter. In the setting of a meeting, an official or board member who has been recused shall immediately leave the meeting room or seat themselves with other members of the public who are present. The person recused shall not participate in further discussions, unless it is clearly stated for the record that such comments are made only as a member of the public. A recused person may not deliberate or vote on the matter in question.

Immediate uncertainty about conflicts and recusal can be resolved by majority vote of the board or committee. Any such vote would be non-binding, but can assist the official's decision regarding participation.

308-6 LEGAL COMMUNICATIONS

Designate legal counsel shall attend any meetings of the Council when requested by the Mayor or City Manager. Any member of the Council (through the City Manager when possible) may call upon Counsel for an oral or written opinion to decide any question of law or parliamentary procedure.

All boards in the City of Franklin shall direct all communications to Counsel through the Chairperson of their respective boards, and the Chairperson shall go through the City Manager when possible.

Legal communications received from the City Attorney are not public information and will not be shared with the public unless authorized by the City Manager.

308-7 NON-PUBLIC SESSION

The meetings of all governmental bodies are open to the public, in accordance with the State of New Hampshire "Right-To-Know Law", RSA 91-A. There are occasions when governmental bodies need to conduct business in non-public sessions, as allowed under the provisions of RSA 91-A. The intent of non-public sessions, or "non-meetings" to meet with legal counsel are to allow for the governing bodies to discuss confidential information, that could affect someone's reputation, or releasing the information would make the action taken ineffectual.

The confidential information discussed, or actions taken in non-public sessions are to remain confidential. No elected official or appointed board member in the City of Franklin shall violate the confidentiality of non-public sessions by publicizing, gossiping or discussing the information acquired in the course of official duties without a legitimate reason to do so. No elected official or appointed board member in the City of Franklin shall use any confidential information acquired by virtue of the individual's official position for personal benefit, or for the benefit of any other person or business. This does not apply to information, which is readily available to the general public.

The misuse of confidential information by any elected official or appointed board member in the city of Franklin could lead to the forfeiture of their office, or even criminal charges.

308-8 SALE AND USE OF PUBLIC PROPERTY

Elected officials shall protect and conserve City property and services and shall not use them for other than authorized purposes or for personal benefit and or gain. No elected or appointed official shall devote any City property or labor to private use, except as may be provided by Law or Ordinance.

308-9 SEXUAL HARASSMENT

All officials and board members of the City of Franklin are entitled to operate in an environment free of sexual harassment. History has shown that public entities are far from immune to this illegal behavior. This City is committed to preventing such misconduct. To accomplish these goals, the City's policy against sexual harassment shall be clearly communicated to all officials and board members. In addition, this policy will be reinforced through a complaint investigation procedure.

All complaints of sexual harassment or retaliation shall be promptly and thoroughly investigated by the City Manager or by the mayor or his/her appointed designee when necessary. While it can never be completely guaranteed, particular care shall be taken in the course of investigations to protect confidentiality. Should it be determined through investigation that an elected or appointed City official has committed sexual harassment; their immediate removal from office may be considered by the City Council. The reason for removal shall be brought to the attention of the Superior Court, who holds jurisdiction over removal proceedings.

308-10 CODE REVIEW

The Code of Conduct can be amended any time by the City Council. The Code should be reviewed by the City Council annually.

Effective January 1, 2024 by a roll call vote.

Roll Call:

Ordinance 06-24

Councilor Chandler _____ Councilor Desrochers _____ Councilor Webb _____

Councilor Dzujna _____ Councilor Blake _____ Councilor Trudel _____

Councilor Ribas _____ Councilor Starkweather _____ Councilor Zink _____

Approved: _____
Mayor

Passed: _____

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

A true copy, attested: _____
City Clerk

Date: _____

CITY COUNCIL MEETING
AGENDA ITEM X



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
December 4, 2023

From: Judie Milner, City Manager

Subject: Council to Consider setting a public hearing on Resolution 12-24 Appropriating CDBG grant for the Healthfirst Renovation/Addition Project.

Suggested Motions:

December 4, 2023

Councilor moves, "I move that the Franklin City Council set a public hearing on Monday, January 8, 2024 at 6pm regarding resolution 12-24 accepting & appropriating \$500,000 Community Development Block Grant Public Facility Funds received through Community Development Finance Authority for the Healthfirst Renovation/Addition Project."

Mayor calls for a second, discussion and vote.

January 8, 2024

Councilor moves, "I move that the Franklin City Council adopts resolution 12-24 accepting & appropriating \$500,000 Community Development Block Grant Public Facility Funds received through Community Development Finance Authority for the Healthfirst Renovation/Addition Project."

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

Discussion:

Community Development Block Grant funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available on a competitive basis for public facility projects, up to \$500,000 for housing projects, up to \$500,000 for economic development projects, and up to \$500,000 annually is available for emergency activities. Up to \$25,000 is available per planning study. All projects must primarily benefit low- and moderate-income persons.

This was an application to the Community Development Finance Authority for up to \$500,000 in Community Development Block Grant Public Facility funds. The CDBG funds will be used for

Healthfirst Family Care Center, located at 841 Central Street in Franklin, NH toward financing improvements to the facility.

This project conforms with Franklin's Housing and Community Development Plan's Goal of:

Promote activities that protect the health and safety of residents and visitors (Short-term and Long-term goal)

Concurrences:

The Council unanimously voted to authorize the City Manager to apply for this grant at the June 5, 2023 City Council meeting.

Fiscal Impact:

The City will retain up to \$30,000 for administration of the grant. The remaining will be sub-granted to Healthfirst for the renovation/addition project. Healthfirst is responsible for the matching funds.

Alternatives:

Do not appropriate.

Attachments/Exhibits:

Resolution 12-24

Award Letter



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin, NH 03235

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

RESOLUTION #12-24

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2024.

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

WHEREAS, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2024 which began July 1, 2023, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire supported, at their June 5, 2023 City Council meeting, an application through Community Development Block Grant Public Facility Funds for Healthfirst Family Care renovation/addition project, and;

WHEREAS, the City Council of the City of Franklin acknowledges receipt of a Community Development Block Grant in the amount of \$500,000 from the Community Development Finance Authority for the Healthfirst Renovation/Addition Project, **Now**

THEREFORE, BE IT RESOLVED, that at the scheduled meeting of the City Council on Monday, January 8, 2024, the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 12-24 accepting the community development block grant in the amount of \$500,000 from the Community Development Finance Authority and authorize the following non-lapsing appropriation:

An increase in revenue:

Federal Grants – CDBG Healthfirst Acct No. 14-9-012-33110-467 – Five Hundred Thousand Dollars (\$500,000),

And an increase in expenditure:

Federal Grant Buildings – CDBG Healthfirst Account No. 14-9-012-40720-467 in the amount of Five Hundred Thousand Dollars (\$500,000),

by a roll call vote.

Roll Call:

Resolution 12-24

Page 2 of 2

Councilor Chandler _____ Councilor Desrochers _____ Councilor Webb _____

Councilor Dzujna _____ Councilor Blake _____ Councilor Trudel _____

Councilor Ribas _____ Councilor Starkweather _____ Councilor Zink _____

Approved: _____

Mayor

Passed: _____

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

A true copy, attested: _____

City Clerk

Date: _____



AWARD LETTER

November 8, 2023

Judie Milner, City Manager
City of Franklin
316 Central Street
Franklin, NH 03235

Dear Judie:

Congratulations! On November 2, 2023, the Community Development Advisory Committee of the New Hampshire Community Development Finance Authority (CDFA) recommended approval your CDBG application on behalf of HealthFirst Family Care Center in the amount of \$500,000, contingent upon the following:

1. CDFA Board Approval
2. sufficient funds are available and allocated by HUD;
3. there is no impact to the project's score or rank due to the Administrative Review Procedure, which shall be completed within 30 days of Advisory Committee approval;
4. the project is able to secure all identified matching funds;
5. the use of funds conforms with HUD and State regulations; and
6. all other usual and customary CDBG contract terms.

Grant funds will be available to the project after the contract between CDFA and the municipality is approved by the Governor and Executive Council.

Please do not sign any vendor contracts or obligate any funds without CDFA approval, as there are federal requirements associated with these grant funds. These include, but are not limited to, the National Environmental Policy Act (NEPA), which **prohibits** the obligation or expenditure of project related CDBG and non-CDBG funds for activities with physical impacts or which limit the choice of alternatives until the environmental review process is completed and removal of environmental review grant conditions are received from CDFA.

If you submitted a Determination of Environmental Exemption and Request of Release of Funds as part of your application, this constitutes the removal of the Environmental Condition for noted exempt activities only. Please contact Chris Monroe at cmonroe@nhcdfa.org with any questions.

The Catalog of Federal Domestic Assistance number for HUD Community Development Block Grants - State Administered Community Development Block Grant Program is 14.228.

Sincerely,

Katherine Easterly Martey
Executive Director

KEM/ms






Franklin.HealthFirstFamilyCareCntr.2023-final AL

Final Audit Report

2023-11-08

Created:	2023-11-08
By:	Melanie Steenbeke (msteenbeke@nhcdfa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAaKNV8IILPjwOfvDUPSbaemFSPqzCYRsJ0

"Franklin.HealthFirstFamilyCareCntr.2023-final AL" History

-  Document created by Melanie Steenbeke (msteenbeke@nhcdfa.org)
2023-11-08 - 5:25:04 PM GMT
-  Document emailed to Katy Martey (keasterly@nhcdfa.org) for signature
2023-11-08 - 5:25:25 PM GMT
-  Email viewed by Katy Martey (keasterly@nhcdfa.org)
2023-11-08 - 5:44:10 PM GMT
-  Document e-signed by Katy Martey (keasterly@nhcdfa.org)
Signature Date: 2023-11-08 - 5:44:24 PM GMT - Time Source: server
-  Agreement completed.
2023-11-08 - 5:44:24 PM GMT



CITY COUNCIL MEETING
AGENDA ITEM XI



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
December 4, 2023

From: Judie Milner, City Manager

Subject: Council to consider approval of revised memorandum of understanding (MOU) with New England Mountain Bike Association (NEMBA) for the continued construction of recreational trails at the Veteran's Memorial Ski Area.

Suggested Motion:

Councilor moves, "I move that the Franklin City Council Approve the revised Memorandum of Understanding between the City of Franklin, Franklin Outing Club and New England Mountain Bike Association for the construction of recreational trails at the Veteran's Memorial Ski Area."

Mayor calls for a second, discussion and vote.

Discussion:

In an effort to make the ski area a more year-round venue, the Outing Club partnered, in 2019, with New England Mountain Bike Association (NEMBA) to construct some recreational trails for non-motorized during the non-snow seasons. Now the Outing Club is partnering with NEMBA again to expand the trail system to all ability levels. The Conservation Commission and Outing Club has approved the MOU. The MOU has been reviewed and approved by City Solicitor Fitzgerald.

Fiscal Impact:

Donated materials and labor will be solicited by the Outing Club and NEMBA.

Attachments/Exhibits:

Revised MOU
Original MOU

MEMORANDUM OF UNDERSTANDING

Between the City of Franklin (including the Franklin Outing Club and Franklin Conservation Committee), and The New England Mountain Bike Association

This Memorandum of Understanding (MOU) made as of this ___ day of December, 2023 by and between: (a) the City of Franklin, Franklin Outing Club (Veterans Memorial Recreation Area), Franklin Conservation Commission on the one hand (together the "City"); and, (b) the New England Mountain Bike Association ("NEMBA"), a 501(c)3 non-profit corporation organized under the laws of the State of Massachusetts and having a mailing address at PO Box 2221 Acton, MA 01720-6221.

WHEREAS, the City has determined that it is in the best interest of the public that multi-use recreational trails be constructed on City property located in Franklin, NH at the Veterans Memorial Recreation Area.

WHEREAS, NEMBA has the resources and expertise required to construct multi-use recreational trails.

NOW THEREFORE, the City and NEMBA hereby agree as follows:

1. NEMBA agrees to partner with the City to design, construct and maintain multi-use recreational trails within the property.
2. The Central New Hampshire Chapter of NEMBA ("CNH-NEMBA") will have primary responsibility for NEMBA regarding the Great Gains trails.
3. Prior to construction of new trails, CNH-NEMBA shall present the proposed trail layout to and obtain the approval of the City.
4. All trails will be available for use without charge to the general public and shall be used for non-motorized recreational purposes only. Veterans Memorial Recreation Area is intended to be family friendly so it is important that there are trails for riders with a range of abilities.
5. NEMBA agrees to partner with the Franklin Outing Club to construct the trails using donated labor and materials.

6. The City and NEMBA agree to work cooperatively in the resolution of any problems that may arise from the use of the trails (erosion, litter, parking, camping, etc.).
7. The Parties agree to meet annually during the month of November to discuss how the trail system is functioning, and the Parties' plans and goals for the coming year.
8. This MOU shall automatically renew annually on May 1 of every year unless either party provides written notice of its intent to terminate at least 90 days prior to the annual anniversary date of the MOU.

IN WITNESS WHEREOF, the City of Franklin and NEMBA have executed this agreement as of the date set forth above.

The City of Franklin

_____ By: _____ Witness

Title: _____

Duly Authorized

New England Mountain Bike Association

_____ By: _____ Witness

Title: _____

Duly Authorized



Community Nature Connection



Come ride with us.

MEMORANDUM OF UNDERSTANDING

Between the City of Franklin, Franklin Outing Club (Veterans Memorial Recreation Area) and The New England Mountain Bike Association

This Memorandum of Understanding (MOU) made as of this 6th day of August, 2019 by and between the City of Franklin, Franklin Outing Club (Veterans Memorial Recreation Area), and the New England Mountain Bike Association, hereinafter referred to as NEMBA, a 501(c)3 non-profit corporation organized under the laws of the State of Massachusetts and having a mailing address at PO Box 2221 Acton, MA 01720-6221.

Whereas, the City of Franklin has determined that it is in the best interest of the public that multi-use recreational trails be constructed on City property located in Franklin, NH at the Veterans Memorial Recreation Area.

Whereas, NEMBA has the resources and expertise required to construct multi-use recreational trails.

Whereas the conservation commission has approved the attached multi-use trails which will fall on conservation land at the Veteran's Memorial Recreation Area.

City of Franklin, Franklin Outing Club and NEMBA hereby agree as follows:

1. NEMBA agrees to partner with the City of Franklin to design and construct multi-use recreational trails within the property.
2. Prior to construction of said trails, NEMBA shall present the proposed trail layout to and obtain the approval of the City of Franklin and Conservation Committee.

3. All trails will be available for use without charge to the general public and shall be used for non-motorized recreational purposes only.
4. NEMBA agrees to partner with the Franklin Outing Club to construct the trails using donated labor and materials.
5. The City of Franklin, The Franklin Outing Club and NEMBA agree to work cooperatively in the resolution of any problems that may arise from the use of the trails (erosion, litter, parking, camping, etc.)
6. This MOU shall annually renew unless either party provides written notice of its intent to terminate at least 90 days prior to the annual anniversary date of the MOU.

IN WITNESS WHEREOF, the City of Franklin, Franklin Outing Club and NEMBA have executed this agreement as of the date set forth above.

The City of Franklin

[Signature] By: [Signature] Witness
Title: CITY MANAGER

Duly Authorized

Franklin Outing Club

[Signature] By: [Signature] Witness
Title: CO-PRESIDENT

Duly Authorized

New England Mountain Bike Association

[Signature] By: [Signature] Witness
Title: Head Trail Builder

Duly Authorized

CITY COUNCIL MEETING
AGENDA ITEM XII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting December 4, 2023

From: Judie Milner, City Manager

Subject: City Council to consider disposition of Tax Acquired Property

Recommendation:

Pursuant to RSA 47:5, the City can dispose of property at any time. I suggest that the City Council authorize the City Manager to dispose of properties acquired through the tax deed process.

The options available to the Council include 1) Auction 2) Bid Process and 3) Direct Sale.

Suggested Motion:

Councilor moves, "I move to authorize the City Manager to dispose of the following property:

Map/Lot#	Location	Disposition Method	Recommended Minimum Bid	Notes
117-268-000	163 Central Street	Direct Sale		Direct sale to 169 central - Must be merged with property within 60 days of acquisition; further conditions may be imposed
135-115-000	46 Orchard Street	Bid	10,000	

Mayor calls for a second, discussion, and vote.

Discussion:

These properties were taken by tax deed. The statutory buy back period expired.

Thought processes regarding recommendations:

163 Central Street – this is the former Central Street Market site taken by tax deed in 2017. The structure was demolished by the city. Former Director Lewis and I evaluated the site during our

large city owned disposition project back in 2020 and recommended keeping the property because of problematic sloping issues toward the river. The neighboring property 169 Central (Maaz's Chicken location) has indicated interest in the property and no issues with having to deal with the slope and DES for their own parking area. Currently they share inadequate parking space with the neighbors to the east. Recommend getting it on the tax roll and requiring all DES rules are followed and that the land be merged with 169 Central.

46 Orchard Street – This is was taken by tax deed in 2023. It is the only property not purchased back by the previous owner. It is in very poor condition and may need to be razed and rebuilt. Recommend bid with a minimum of \$10,000 as taxes due at the time of deeding were approx. \$9,700.

All bids, if applicable, will be submitted to city hall and to remain sealed until the public opening date. All abutters will be notified. The bid will be open to the abutters. The bid process to be published in the newspaper and all normal city posting locations (including the website).

Fiscal Impact:

Selling the property will place it back on the tax rolls, the assessor will value the property after closing.

Attachments/Exhibits:

Tax cards

Maps

Town of Franklin

Print Now

Parcel ID: 000117 000268 000000 (CARD 1 of 1)
 Owner: FRANKLIN, CITY OF
 Location: CENTRAL STREET
 Acres: 0.120

General

Valuation		Listing History		Districts	
Building Value:	\$0	List Date	Lister	District	% In Dist.
Features:	\$0	02/06/2020	MSPL	Franklin Falls Mixed Use	100
Taxable Land:	\$34,800	02/27/2019	JDVM		
Card Value:	\$34,800	01/03/2019	INSP		
Parcel Value:	\$34,800	05/13/2015	RS		
Review and Pay Property Taxes Online		10/03/2010	RD		

Notes: STEEP DROP TO RIVER, 46 LF WF; LIMITED ST PARKING; 1/03 TRANSFER OF 162 SF OF LAND FOR ROW IMPRV; REMOVED ST #163 PER FFD;

History Of Taxable Values

Tax Year	Building	Features	Land	Value Method	Total Taxable
2022	\$0	\$0	\$27,900	Cost Valuation	\$27,900
2021	\$0	\$0	\$27,900	Cost Valuation	\$27,900
2020	\$0	\$0	\$27,900	Cost Valuation	\$27,900
2019	\$37,700	\$0	\$46,500	Cost Valuation	\$84,200
2018	\$37,700	\$0	\$46,500	Cost Valuation	\$84,200
2017	\$49,000	\$0	\$44,800	Cost Valuation	\$93,800
2016	\$49,000	\$0	\$44,800	Cost Valuation	\$93,800
2015	\$49,000	\$0	\$44,800	Cost Valuation	\$93,800
2014	\$36,700	\$0	\$44,200	Cost Valuation	\$80,900

Sales

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
07/14/2017	IMPROVED	NO - TAX SALE	\$3,168	MAHMOOD, TARIQ	3563	180
03/23/2011	IMPROVED	NO - FINANCIAL CO GRNTR/E	\$50,000	IB PROPERTY HOLDING, LLC	3247	1662
01/15/2009	IMPROVED	NO - FORECLOSURE	\$169,000	BILC, GABRIEL / BAYLOAN SERVICING	3104	0516
05/25/2007	IMPROVED	NO - UNCLASSFYD EXCLUSION	\$1	FAIR DEAL ENTERPRISES, INC	2990	0935
09/21/2006	IMPROVED	YES	\$300,000	FAIR DEAL ENTERPRISES, INC	2929	0397
03/18/2004	IMPROVED	YES	\$103,000	JTR REALTY, LLC	2634	0053
03/28/2003	IMPROVED	YES	\$70,000	DOUCETTE, E RICHARD	2480	0008
01/13/2003	VACANT	NO - GOVMT AGENCY GRNTR/E	\$1	DOUCETTE, E RICHARD	2448	1250
04/24/2002	IMPROVED	NO - COURT/SHERIFF SALE	\$30,000	SCHNEERER, W & L / NH SHERIFF OFFICE	2359	1235

Land

Size: 0.120 Ac.
 Zone: 03 - B1W&S
 Neighborhood: AVERAGE
 Land Use: EXEMPT-MUNIC

Site: UND/CLR
 Driveway: ON STREET ONLY
 Road: PAVED

Taxable Value: \$34,800

Land Type	Units	Base Rate	NC	Adj	Site	Road	Dway	Topo	Cond	Ad Valorem	SPI	R	Tax Value	Notes
EXEMPT-MUNIC	0.120 AC	75,769	E	100	60	100	85	90 ROLLING	100	34,800	0	N	34,800	
EXEMPT-MUNIC	1.000 WF	260,000	X	100	0	0	0	100	0	0	0	N	0	47" RF WF
			①							①	①	①		

Building

There Is No Building For This Card

Features

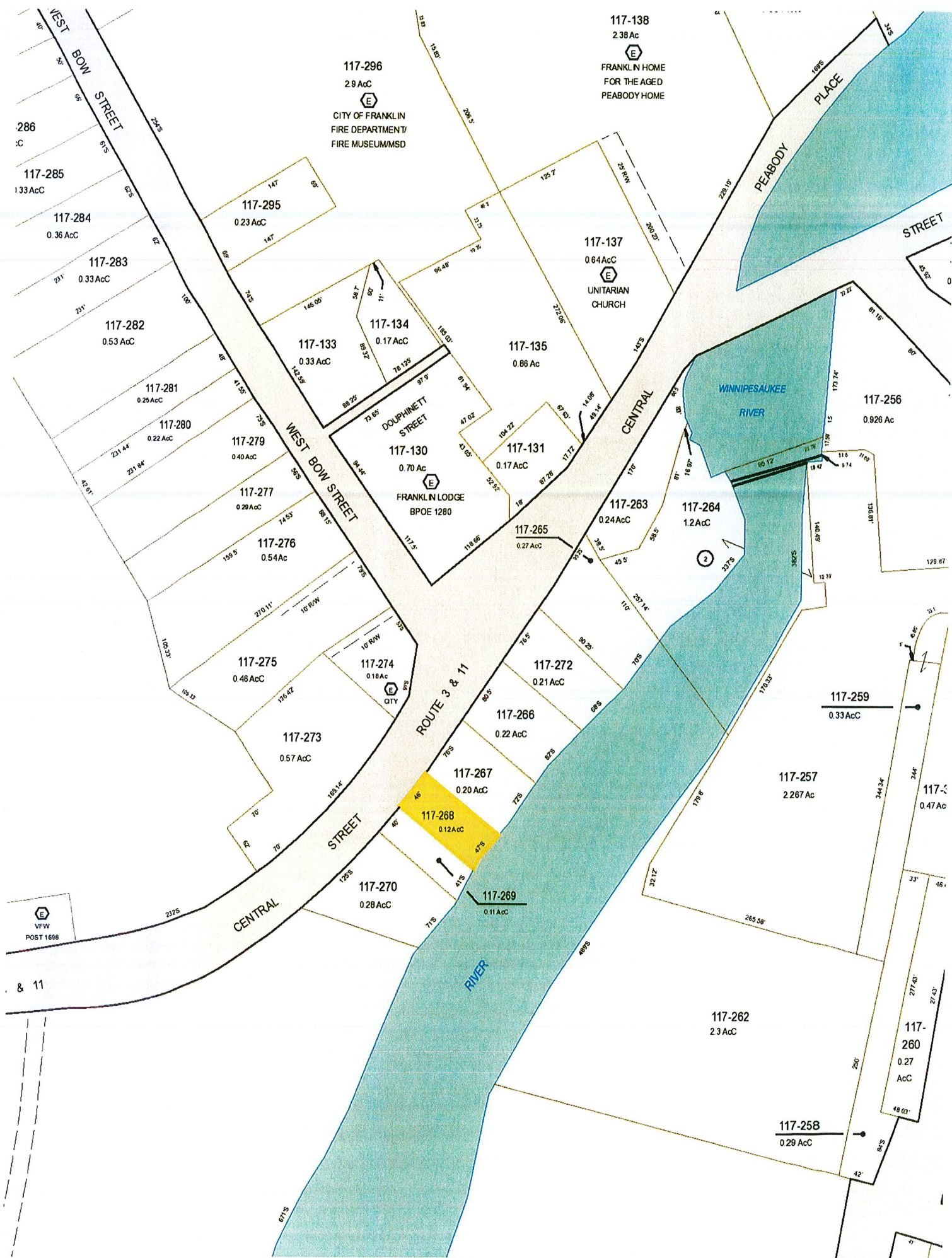
There Are No Features For This Card

Photo

There Is No Photo For This Card

Sketch

 Printed on 11-28-23



Town of Franklin

Print Now

Parcel ID: 000135 000115 000000 (CARD 1 of 1)
 Owner: FRANKLIN, CITY OF
 Location: 46 ORCHARD STREET
 Acres: 0.100

General

Valuation	
Building Value:	\$101,700
Features:	\$0
Taxable Land:	\$60,900
Card Value:	\$162,600 ?
Parcel Value:	\$162,600
Review and Pay Property Taxes Online	

Listing History	
List Date	Lister
12/08/2022	MSPR
03/30/2022	MSPR
03/08/2021	MSPR
02/25/2020	JDPR
07/31/2019	JDVM

Notes: WHT; ROOF OVER REAR 1ST=VY PR, DEF MAINT; 10/14 16X24 SECT BASICALLY A SHELL W/BROKEN WINDOWS & CEIL FALLING IN; 24X28 OK EXCEPT FOR A 10X10 SECT THAT IS PARS; 7/19; NOH; RMVD OPF ON LFT SIDE, EST AFTER 4/1; EST TQF TO UFF; ADD PD; 2/20; RMV OPF; 3/21; N.O.H.; N.C. CK 22 FOR POSS ENT; 12/22; NOH - EST COND TO FAIR; CK '24;

History Of Taxable Values

Tax Year	Building	Features	Land	Value Method	Total Taxable
2022	\$25,100	\$0	\$48,700	Cost Valuation	\$73,800
2021	\$25,100	\$0	\$48,700	Cost Valuation	\$73,800
2020	\$25,100	\$0	\$48,700	Cost Valuation	\$73,800
2019	\$25,400	\$0	\$48,700	Cost Valuation	\$74,100
2018	\$25,200	\$0	\$48,700	Cost Valuation	\$73,900
2017	\$43,500	\$0	\$25,000	Cost Valuation	\$68,500
2016	\$43,500	\$0	\$25,000	Cost Valuation	\$68,500
2015	\$43,500	\$0	\$25,000	Cost Valuation	\$68,500
2014	\$72,800	\$0	\$25,200	Cost Valuation	\$98,000

Sales

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
07/24/2023	IMPROVED	NO - TAX SALE	\$1	HUDSON ESTATE, EDITH M	3832	488
10/14/2008	IMPROVED	NO - GOVMT AGENCY GRNTR/E	\$1	FRANKLIN, CITY OF	3091	1879
05/08/2008	IMPROVED	NO - TAX SALE	\$8,493	HUDSON, PETER A & EDITH M	3064	0675
01/13/1978	IMPROVED	YES	\$23,000	KIMBALL, BEATRICE R	1312	964

Land

Size: 0.100 Ac.
 Zone: 18 - R3W&S
 Neighborhood: AVERAGE
 Land Use: 1F RES
 Site: AVERAGE
 Driveway: GRAVEL/DIRT
 Road: PAVED
 Taxable Value: \$60,900

Land Type	Units	Base Rate	NC	Adj	Site	Road	Dway	Topo	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	0.100 AC	75,000	E	100	100	100	95	90 ROLLING	95	60,900	0	N	60,900	SH DW

Building

2.00 STORY OLD STYLE Built In 1920

Roof:	GABLE OR HIP	Bedrooms:	3	Quality:	AVG
	ASPHALT	Bathrooms:	1.0	Size Adj.	0.9871
Exterior:	CLAP BOARD			Base Rate:	145.00
	VINYL SIDING	Extra Kitchens:	0	Building Rate:	0.9097
Interior:	PLASTERED	Fireplaces:	0		
		Generators:	0	Sq. Foot Cost:	131.91
Flooring:	HARDWOOD	AC:	NO	Effective Area:	1,881
				Gross Living Area:	1,378
Heat:	OIL				
	HOT WATER			Cost New:	\$248,123

- Depreciation -

Depreciation						
Normal	Physical	Functional	Economic	Temporary	Total Dpr.	Assessment
FAIR	COND/WH					
38%	21%	0%	0%	0%	59%	\$101,700

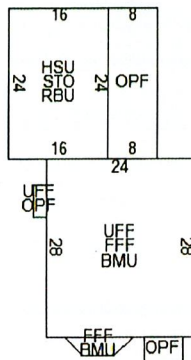
Features

There Are No Features For This Card

Photo



Sketch



Code	Description	Area	Eff Area	GL Area
UFF	UPPER FLR FIN	682	682	682
FFF	FST FLR FIN	696	696	696
BMU	BSMNT UNFINISHED	696	139	0
HSU	1/2 STRY UNFIN	384	96	0
STO	STORAGE AREA	384	96	0
RBU	RAISED BSMNT UNFIN	384	115	0
OPF	OPEN PORCH	226	57	0
Totals			1,881	1,378

Printed on 11-28-23



CITY COUNCIL MEETING
AGENDA ITEM XIII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of December 4th, 2023

Subject: Other Business

- 1. Mayor & Council Appointments**
- 2. Committee Reports**
- 3. Late Items**
- 4. Nonpublic Session**

Adjournment

Mayor Appointments

Recommended Motions:

“I reappoint Rob Sargent to the Planning Board Committee, seat PB2, term of service to January 2026.”

“I reappoint Christine Sheedy to the Planning Board Committee, seat PB4, term of service to January 2027.”

“I reappoint Dave Liberatore to the Planning Board Committee, seat PB6, term of service to January 2027.”

“I reappoint Tim Flaherty to the Planning Board Committee, seat PB7, term of service to January 2027.”

“I appoint Leigh Webb to the Heritage Commission, seat HC1, term of service to January 2027.”

Councilor Appointments

Recommended Motions:

“I move that the Franklin City Council appoint Yama Ploskonka to the Zoning Board of Adjustment Committee, seat ZBA2, term of service to January 2027.”

“I move that the Franklin City Council appoint Debbie Davis to the Zoning Board of Adjustment Committee as an Alternate, seat ZBA6, term of service to January 2027.”

“I move that the Franklin City Council reappoint Justin Hanscom to the Concord Regional Solid Waste/Resource Recovery Cooperative, term of service to December 2026.”

“I move that the Franklin City Council reappoint Rocky Marsh to the Concord Regional Solid Waste/Resource Recovery Cooperative as an Alternate, term of service to December 2026.”

“I move that the Franklin City Council reappoint Richard Soucier to the Personnel Advisory Board, seat PA2, term of service to January 2026.”

“I move that the Franklin City Council reappoint Sandra Burney to the Library Board of Trustees Committee, seat LT1, term of service to January 2027.”

“I move that the Franklin City Council reappoint Christine Dzujna to the Library Board of Trustees Committee, seat LT2, term of service to January 2027.”

Attachments:

Prospective Appointee Profile – Yama Ploskonka



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

316 Central Street
Franklin NH 03235

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

PROSPECTIVE APPOINTEE PROFILE

Name: Yama Ploskonka

Address: 36 Clark St. Franklin NH 03235
Street Address City State Zip Code

Telephone: 512 554 4720 yamaplos@gmail.com
(Home Phone) (Work Phone) (Cell Phone) (email)

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

Franklin Resident: ☒ Yes For how long? NH resident June 2022 - in Franklin Jan 2021

Employer: self

Address: same
Street Address City State Zip Code

Interested in appointment to: Zoning Board of Adjustment

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

Degree in Geography - relevant to matters related to land use, boundaries,
urban development, relief, land cover, topography, cartography, surveying, etc.
Reasonably familiar with GIS tools, and the City of Franklin Zoning Ordinance.

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

I have a strong motivation to serve my community. As a Franklin resident, volunteering
on this Board allows me to engage with matters that help my neighbors and my city
to make the most appropriate, safe and healthy use of land, now and forwards.


Signature

October 30 2023
Date

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