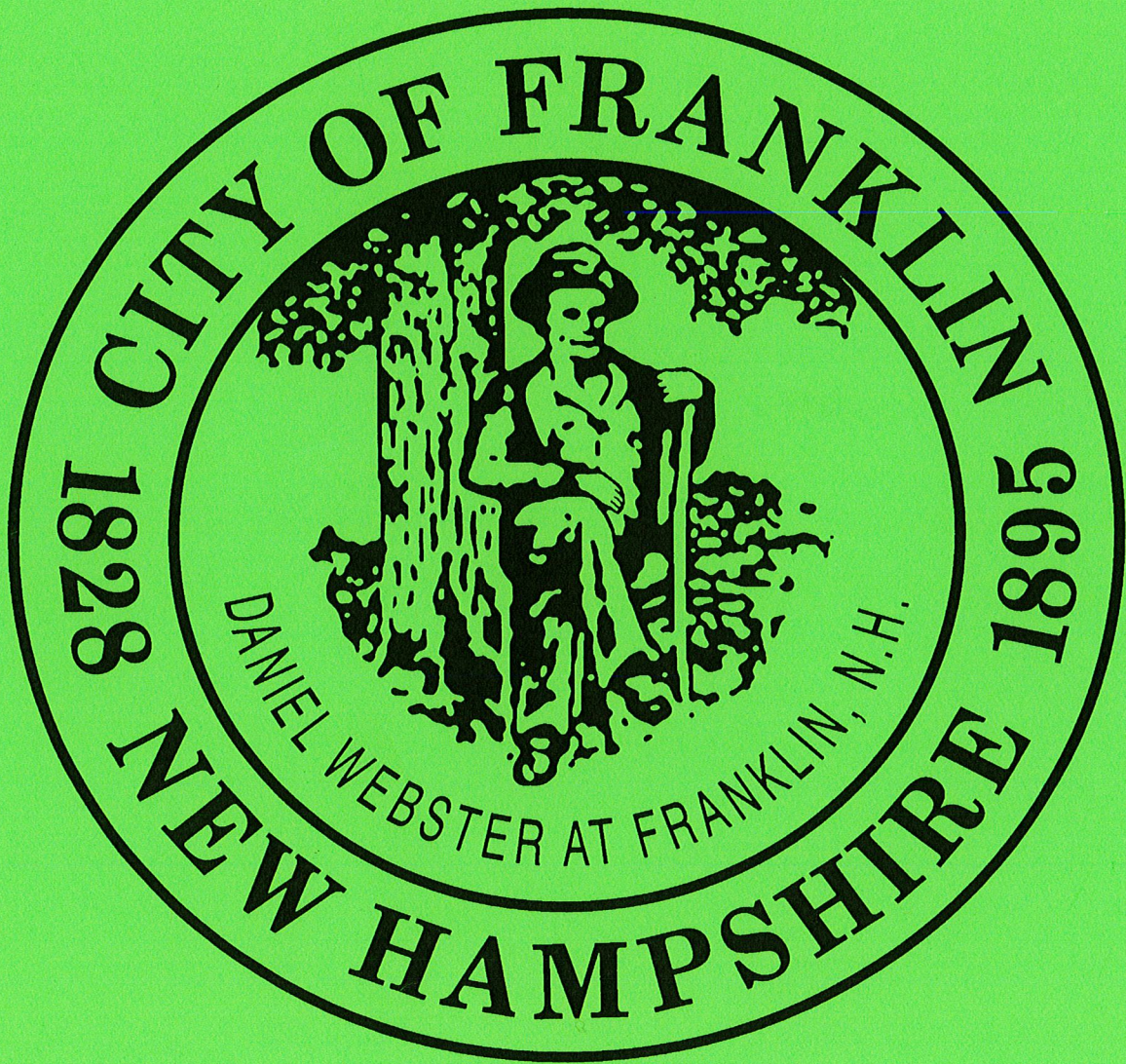


CITY OF FRANKLIN
CITY COUNCIL MEETING
March 5, 2018
6:00 P.M.





**FRANKLIN CITY COUNCIL
AGENDA**

Council Chambers

Monday, March 5, 2018

6:00 P.M.

SALUTE TO THE FLAG

PUBLIC HEARINGS

Resolution #17-18 – A Resolution appropriating \$69,800K insurance proceeds to the nuisance abatement expenditure line

Resolution #18-18 – A Resolution relating to the appropriation of \$19,000 for contracted services and supplies for the Before and After School Program through the 21st Century Community Learning Grant.

Tax Increment Finance District (TIF) – Regarding the proposed adoption of the TIF Amendment #1

COMMENTS FROM THE PUBLIC

Persons wishing to address the Council may speak for a maximum of three minutes. No more than thirty minutes will be devoted to public commentary.

CHOOSE FRANKLIN

LEGISLATIVE COMMENTS

CITY COUNCIL ACKNOWLEDGEMENT

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

MAYOR'S UPDATE

Agenda Item I.

City Council to consider the minutes of the January 25th City Council Special Meeting, February 8th City Council Special Meeting and the February 5th City Council

meeting.

City Council to consider amending the minutes of July 3, 2017 to add Agenda Item XIII.

Agenda Item II.

Monthly School Board Report.

Agenda Item III.

City Council to consider adopting Resolution #17-18, appropriating \$69,800K insurance proceeds to the nuisance abatement expenditure line.

Agenda Item IV.

City Council to consider adopting Resolution #18-18, appropriating \$19,000 for contracted services and supplies for the Before and After School Program through the 21st Century Community Learning Grant.

Agenda Item V.

City Council to consider the School CBA for the Teacher contracts.

Agenda Item VI.

City Council to schedule a public hearing for Resolution #19-18, accepting and appropriating funding for the development of "Asset Management Plans" for the City Water Department Infrastructure.

Agenda Item VII.

City Council to consider disposition of property.

Agenda Item VIII.

City Council to consider mutual rescission and release agreement and consider setting a public hearing for the PILOT for Industrial Park Drive for Solar LLC.

Agenda Item IX.

Other Business

- 1. Committee Reports**
- 2. Acting City Manager's Update**
- 3. Late Items**

Non-Public Session in Accordance with RSA 91-A:3, II(a)

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

Adjournment

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

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



CITY OF FRANKLIN COUNCIL AGENDA REPORT

*March 5, 2018 City Council Meeting
March 21, 2018 Special City Council Meeting*

From: Richard Lewis, Director of Planning and Zoning

Subject: **Public Hearing on the Proposed TIF Amendment [3/5/18]**
Action by the City Council on the Proposed TIF amendment [3/21/18]

Following the close of the public hearing on 3/5/18 – Recommended motion:

"I move the Franklin City Council set a public meeting for 6 PM on March 21, 2018 to consider the adoption of the TIF Amendment # 1"

For the 3/21/18 Meeting -- Recommended Motion for Vote on the TIF Amendment:

"I move the Franklin City Council approve TIF Amendment # 1 for the proposed public improvements in the downtown and mill district area"

Discussion:

As most of you are aware, the City Council adopted a new Franklin Fall Mixed Tax Increment Financing [TIF] Plan in January of 2017. The outlined purpose and objectives of the plan boiled down to one key item: initiate public improvements in the core downtown and mill district area in order to facilitate revitalization efforts which will bring in new businesses and investors, and expand the recreational opportunities to take advantage of the renewed interest in the Winnepesaukee River.

The 2017 TIF Plan broadly discussed the proposed improvements that might occur in the district, and indicated that specific projects will be presented to the City Council as formal amendments to the Plan.

Since the Plan was adopted in 2017, the City has seen some significant improvements to the downtown. The CATCH project brought forward a repurposing of the Riverbend Mill for new housing options, and the facades of many buildings have been upgraded; both help present a fresher face to the downtown. Further, Phase I of the White Water Park is making headway in engineering and design work.

Over the last year, the City Manager's office, Jim Aberg from FBIDC, and Niel Cannon, the Downtown Business Coordinator [funded by the USDA Rural Development grant], have worked diligently to create options and opportunities for enhancing the economic viability of the downtown area. Providing assistance for the sale of the Franklin Business Center at the end of 2017 was a major success story that will provide a real incentive for even more positive changes.

The TIF Advisory Board held their first meeting on February 14, 2018. Background information and a review of the revitalization efforts of the past 4-6 months were presented by the Acting City Manager, and Jim Aberg. The Board then discussed and debated the proposed Amendment. At the close of the

discussion, the Board voted unanimously [6-0, with one abstention] to approve and recommend the TIF Amendment # 1.

Pursuant to the provisions of RSA 162-K, this public hearing will provide for any comments from the Merrimack County Commissioners and the impacted School Boards. Information on the TIF Plan and the proposed Amendment have been sent to all of these agencies.

Attached is a copy of the proposed amendment which discusses the purpose and the activities to be accomplished.

The TIF statute requires a 15 day period between the public hearing and the adoption of any amendment. The recommendation is to hold a special Council meeting on 3/21/18 to consider and vote on the Amendment.

Fiscal Impacts:

No significant fiscal impacts are anticipated since the activities will be paid for using the TIF dollars generated by the incremental new values for the properties in the TIF District.

Alternatives for the March 21st meeting of the City Council:

The City Council can either vote to adopt the proposed TIF Amendment # 1, or they can put off a decision to a future meeting. Given the need to coordinate and integrate City initiatives, such as these TIF improvements, with the planning work on the part of private investors, the Acting City Manager and the Ex Officio members of the TIF Advisory Board recommend the adoption of the Amendment on 3/21/18.

Attachments:

Copy of the Draft TIF Amendment

Proposed TIF Project Amendment # 1
Franklin Fall Mixed Use TIF District
Public Hearing – March 5, 2018

Add a new Section VI.A to the approved TIF Plan to read as follows:

Amendment # 1 satisfies the overall purposes of the TIF Plan in that:

1. It will improve public infrastructure and public amenities that encourage and create opportunities for the expansion of new businesses and commercial redevelopment in the district; and,
2. It will facilitate improvements to the infrastructure so that expanded recreational opportunities [biking, walking and river-use] can be created.

This project is also consistent with the general outline of projects described in Section VI of the approved TIF Plan.

Amendment # 1 involves the following activities to be undertaken in the Mill District:

- a. The acquisition properties and the demolition of any buildings on the acquired properties.
- b. The design and construction of new parking areas and transportation improvements.
- c. Modifications to the existing municipal parking area located between Memorial, Canal, and Smith Streets to create improved parking designs and traffic flow patterns.
- d. Evaluation and design of potential improvements to drainage systems to enhance water quality and improve any discharges to the Winnepesaukee River.
- e. Potential improvements to public spaces which will enhance public safety and help create a more attractive downtown environment.

Prior to the expenditure of funds associated with the engineering, design, and construction activities, the proposed plan(s) will be brought back to the Advisory Board for review, comment, and approval.

Amendment # 1 has an estimated cost of \$1,000,000.

**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, March 5, 2018 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding the proposed adoption of the TIF Amendment #1.

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 I



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of March, 2018

Subject: Approval of Minutes

Motion: "I move that the Franklin City Council approve the minutes of the January 25, 2018 City Council Special Meeting, February 8, 2018 City Council Special Meeting and the February 5, 2018 City Council Meeting."

Mayor calls for a second, discussion and the vote.

Motion: "I move that the Franklin City Council amend the minutes of July 3, 2017 to add Agenda Item XIII."

Mayor calls for a second, discussion and the vote.



PENDING COUNCIL APPROVAL

City Council Special Meeting
January 25, 2018

Call to Order

Mayor Giunta called the meeting to order in Council Chambers, Franklin City Hall at 8:55 a.m.

In Attendance

Councilor Clarenbach, Councilor Ribas, Councilor Brown, Councilor Desrochers, Councilor Trudel, Councilor Zink, Councilor Dzujna and Mayor Giunta.

In Attendance

Councilor Barton, Councilor Moquin

Salute to the Flag was led by Councilor Trudel.

Motion: *Councilor Trudel moved that there is a need for a non-public session per RSA 91-A:3, II (b) The hiring of any person as a public employee. Motion seconded by Councilor Dzujna.*

Roll Call:

Councilor Barton	<u>abs</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>abs</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Entered nonpublic session at 8:55 a.m.

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

All in favor; motion passes.

Public session reconvened at 4:16 p.m.

Motion: *Councilor Dzujna moved that the Franklin City Council seal the minutes because it would likely affect adversely the reputation of any person other than a member of this board. Motion seconded by Councilor Ribas.*

Roll Call:

Councilor Barton	<u>abs</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>abs</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Motion to adjourn made by Councilor Clarenbach and seconded by Councilor Brown. All in favor; meeting adjourned at 4:18 p.m.

Respectfully Submitted,

Lauraine G. Paquin



PENDING COUNCIL APPROVAL

City Council Special Meeting February 8, 2018

Call to Order

Councilor Clarenbach called the meeting to order in Finance Office, Franklin City Hall at 6:30 p.m.

In Attendance

Councilor Barton, Councilor Clarenbach, Councilor Ribas, Councilor Brown, Councilor Desrochers, Councilor Trudel, Councilor Moquin, Councilor Dzujna and Councilor Zink (arriving at 6:57pm).

Absent

Mayor Giunta.

Also In Attendance

Judie Milner, Acting City Manager; Dick Lewis, Planning & Zoning Director/Special Projects Coordinator; Niel Cannon, Downtown Coordinator; Jim Aberg, FBIDC.

Salute to the Flag was led by Jim Aberg.

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

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>abs</u>

All in favor; motion passes.

Entered nonpublic session at 6:36 p.m.

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

All in favor; motion passes.

Public session reconvened at 7:18 p.m.

Motion: Councilor Desrochers moved that the Franklin City Council seal the minutes because it would likely render a proposed action ineffective. Motion seconded by Councilor Ribas.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Motion to adjourn made by Councilor Trudel and seconded by Councilor Ribas. All in favor; meeting adjourned at 7:30 p.m.

Respectfully Submitted,

Judie Milner



PENDING COUNCIL APPROVAL

City Council Meeting February 5, 2018

Call to Order

Mayor Giunta called the meeting to order in the Council Chambers, Franklin City Hall at 6:03 p.m.

In Attendance

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

Salute to the Flag was led by Councilor Barton.

Mayor Giunta asked for a moment of silence in honor of former councilor and resident Bob Sharon.

Public Hearings

Ordinance # 11-18 – Resident June Weglarz stated she is in favor of Franklin adopting a tax exemption for solar power for 100% of the assessed amount. Their tax money pays for services in the City of Franklin. They own a grid tie solar system which makes electricity that is sent out to local residents. Eversource charges people for the same power. The federal and state governments gave them tax incentives to have the ability to purchase the equipment, generate power and go green. In October they received a letter that the local city government was going to tax them. The state has given people tax relief for over thirty (30) years. They feel they are doing the right thing and ask Franklin to allow this exemption.

Resident Keith Dunbar agrees with June Weglarz and doesn't feel he should be punished and hopes the council will pass it.

Resident Kevin Sargent stated he has a 36 panel array and feels people have a misconception that you make a lot of money doing this. He stated he has paid out more than his previous electric bills cost and it has a fifteen (15) year payback period. He does pay a monthly cost to have the array. When he put it in it was an annual \$600 benefit but this last quarter he only received \$50 so it has changed. Being taxed would be unfortunate for all people who have purchased solar arrays. He requests that this become an exemption.

Loretta Walker asked if the council had a chart of where they were in the state on the exemptions and gave the council a handout. She explained about her system and she only has three (3) batteries. She expressed that this is not a financial benefit it is just clean energy.

Resolution # 15-18 – Resident and School Board Chair Tim Dow asked the council to support this resolution. In September the school's adequacy was reevaluated and they lost \$84K. There was an

increase in kindergarten enrollment so a teacher was added at a cost of \$65K. The schools budget is frozen due to these expenses and asks that this is passed to allow the money back in the budget.

Resident Werner Horn appreciates what the schools go through and DOE's practice that schools will lose or gain money after budgets are set. He hopes the council can do what they can to help the school with this issue that is not made by them.

Resolution # 16-18 –no comments.

Resolution # 14-18 – no comments.

Mayor Giunta stated that under Agenda Item XIV other business committee reports will be moved to next item.

Committee Reports – FTNS Emergency Services Cooperative

Fire Chief LaChapelle reminded the council that back in September it was stated that Franklin, Tilton/Northfield and Sanbornton fire would be meeting and have been meeting monthly for a while. He gave the council a paper powerpoint packet about FTNS Cooperative. He introduced the FTNS committee: Commissioner for Tilton/Northfield Fire & EMS Paul Blaisdell, Sanbornton Selectwoman Karen Ober, Sanbornton Fire Chief Paul Dexter, Tilton/Northfield Fire & EMS Chief Mike Sitar, Franklin Councilor Zink and Fire Chief LaChapelle.

Fire Chief LaChapelle stated the committee was prompted to meet due to Tilton/Northfield Fire and regionalization. Lakes Region Mutual Fire serves 35 communities that participate and pay to be part of a mutual aid association. The three (3) chiefs meet regularly about operational items. The three (3) departments train all the time and talk every day. The committee has met three (3) times prior to bringing this tonight. Fire Chief LaChapelle went through the paper powerpoint slides. At the next city council meeting he would like a vote to affirm their working together so they can move to the next step.

Mayor Giunta thanked the committee for coming tonight.

Councilor Ribas asked for clarification at next month's meeting they are looking for the council to give a yes or no that they are in favor of doing an MOU and then a formal vote when the MOU is created. Fire Chief LaChapelle stated at the next meeting for the council to agree they can move forward to work on an MOU.

Councilor Barton asked to hear from Councilor Zink since she is on the committee. Councilor Zink stated the MOU is a place to start to affirm all the work that has already been done with the three (3) chiefs. The three (3) chiefs work off of a hand shake agreement so it is time to get that in writing.

Councilor Brown asked if there would be funding requests they would be looking at down the road. Chief LaChapelle stated they don't see anything in the near future. There may be grants that are

available but are given more to a region rather than a department. At that point they would write one (1) grant and to do that they have to be a formal body through an MOU.

Councilor Dzujna commended the committee for their work on this. Is it up to the committee to see how the people will be affected by this? Fire Chief LaChapelle stated they look at this daily now and there are some pieces that needed to be aligned to make this work and they have done that. These are the type of questions for Councilor Zink to bring to the committee meetings.

Commissioner for Tilton/Northfield Fire & EMS Paul Blaisdell stated this is not a short term resolution but looking at how expansion of staff can be limited and utilized long term.

Sanbornton Fire Chief Paul Dexter stated that if Sanbornton hadn't approved the staffing Sanbornton would not be having this conversation.

Fire Chief LaChapelle stated that there is a community in Wisconsin that took twenty (20) years to get a complete MOU. The time line is broad.

Councilor Brown clarified that the MOU has to be approved by all governing bodies of all four (4) communities and Fire Chief LaChapelle stated yes.

Councilor Trudel asked if any communities on the fringe are thinking of joining this. Fire Chief LaChapelle stated other communities are having the same conversations as the call staff is diminishing. There are other communities on our borders that could benefit but don't bring much to the table. An example of this is the swift water team was working together but it became too big and didn't work so it became unraveled.

Councilor Barton stated the mission statement states they need to add personnel so does that apply to all of us or just Sanbornton? Chief LaChapelle stated this is just Sanbornton and he clarified the documents that the councilors have.

Councilor Desrochers stated that regionalization/consolidation is nothing new in the fire department as it has been happening across the country for many years. He stated he is in favor of this endeavor.

Mayor Giunta stated they will take a vote tonight and asked the councilors for all those in favor of moving forward with an MOU to raise their hand. The vote was unanimous.

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.

Resident Jeff Savary stated that as a parent of two (2) children in the Franklin School District he is frustrated based on the news of Northern Pass. His concern of short term is now a long term concern of the education for the children in Franklin. He would like to go back to the real problem with is the

state adequacy funding. This state has reduced the funding so much it is providing fewer dollars, if you factor in inflation, than it was prior to Claremont I. This is the state saying that the children in the state are not worth paying for a quality education. This is not justice or advocating for the children. He feels it is time to move forward with a Claremont III situation. He understands this is a large effort but when is it going to be enough and twice the Supreme Court has stated the children are entitled to a quality education. He stated there needs to be a comprehensive plan and to bring on other communities to move forward with this.

Joel W., a Belmont resident, recognized State Senator Sam Cataldo who passed away. He stated as a Franklin Targeteers instructor he would like to advocate and have the council consider renewing the lease on the property. It is a safe place for people to have a location to shoot.

Jim McCarthy, Franklin Targeteers member, stated they are working hard to make sure everyone's focus is safety, education and sportsmanship. He gave an overview of the club and asked that the council approve the lease request.

Legislative Comments – State Rep. Horn mentioned that a few weeks ago he received a letter from the city in regards to his vote on HB413. He voted against it as it does nothing but political grandstanding. The budget is closed so there is no funding for HB413. The Legislature has proven that they don't see past legislations binding on future legislations. The next legislature can just throw it out even if HB413 passed. He stated he doesn't vote for things that are not funded. He stated he votes for things that are going to be effective. His job is to listen to his constituents. He stated HB1814 is an attempt to help funding and he is trying to secure the Governor's support.

Acting City Manager/Finance Director Milner asked State Rep. Horn if he would be interested in moving HB413 to the next budget year and State Rep. Horn stated yes. Acting City Manager/Finance Director Milner stated that this will help both the city and school district budgets. Acting City Manager/Finance Director Milner asked if the Governor would be interested in finding money to cut the cuts to stabilization in this budget cycle. State Rep. Horn stated the Governor's office would be asked how the legislature is assigning money to that. The finance committee needs to take State Rep. Horn's request of pre-audit revenue surplus. The House has subcommittee meetings on adequacy and is trying to make a sincere effort. The students have a constitutional right to be educated not an entitlement to be educated. He stated that he does support SB193 establishing freedom savings accounts for students.

Councilor Desrochers asked if anyone in Concord know what is going on. He feels it is time to go to court. Commissioner Edelblut came here and nothing has happened with that. State Rep. Horn clarified that Commissioner Edelblut was instrumental in getting \$125K grant for dropout protection for Franklin School District.

City Council Acknowledgements – Councilor Dzujna acknowledged two (2) businesses in Franklin, Studio 73 and Outdoor New England for winning the golden trowel award. Councilor Ribas wanted to recognize the passing of Betty Elliott who served a vital role at Bread and Roses for twenty (20) years.

Councilor Zink wanted to appreciate all the basketball coaches who volunteer their time in the community.

Mayor's Update – Mayor Giunta stated that in Sunday's paper was his picture about the SEC. He gave an explanation of the appeal process from Eversource. He reassured that this is not over.

Agenda Item I.

City Council to consider the minutes of the January 16th City Council Special Meeting and the January 8th City Council Inaugural meeting.

Motion: Councilor Desrochers moved that the Franklin City Council accept the minutes of the January 16, 2018 City Council Special Meeting and the January 8, 2018 City Council Inaugural Meeting. Motion seconded by Councilor Ribas.

Councilor Ribas stated he emailed Lauraine a few small changes.

All in favor as amended; motion passes.

Agenda Item II.

School Board Report

Superintendent LeGallo stated they have received \$2K and \$12K Meadowbrook music grant. Ms. Charette has received the accreditation report and is reviewing it. He feels in about a month or so they should have a final report to share. He would like to schedule a joint finance committee meeting when the city is ready. They are on the 2017 audits for SAU and Hill for last year. They are actively seeking out a grant for an art teacher.

Mayor Giunta stated that he is moving agenda item XII to the next item.

Agenda Item XII.

City Council to consider renewal of the lease agreement between the Franklin Targeteers and the City of Franklin.

Motion: Councilor Clarenbach moved that the Franklin City Council approve the renewal of the Lease Agreement between the Franklin Targeteers and the City of Franklin for five years beginning April 1, 2018 and ending March 31, 2023 and authorize the Acting City Manager to sign said agreement on behalf of the City. Motion seconded by Councilor Desrochers.

All in favor; motion passes.

Agenda Item III.

Andrew Keller to speak to the City Council about the solar.

He stated they call the solar business the solar coaster due to all the ups and downs. Energy projects have challenges but they do have one under way. They are moving quickly through their process with net metering which had a brake put on the process due to the net metering cap. The state gave them a band aid approach and they are succeeding in the process. They are committed to the community.

Councilor Clarenbach stated there was an agreement and the rights were sold to others. He is not opposed to solar but the leverage they have held over the city with the purchasing power issue gives him concern in the long term. With this stalled they have held the City to the power purchasing and that didn't allow the city to enter into another power purchase with LRPC. Andrew Keller stated there were three (3) components: land, tax structure and energy. He stated the contract was forgiven and now there are only 2 components: land and tax structure.

Mayor Giunta stated the city entered into the contract with LRPC. Councilor Clarenbach asked when was the council going to be advised they are no longer required to purchase power from this organization. Acting City Manager/Finance Director Milner stated there is another piece that the council will see at a future meeting. Councilor Clarenbach stated the deadline for LRPC was late fall. Andrew Keller stated they did work with the city in the fall. Mayor Giunta stated this was something City Manager Dragon worked on before she left.

Councilor Dzujna stated net metering put a damper on things previous and is the net metering more applicable now. Andrew Keller stated there was cap of how many projects they could do and the new program has no cap and allows time to buy the power.

Mayor Giunta stated that Andrew Keller will move forward with Acting City Manager Milner and P&Z Director Lewis.

Agenda Item IV.

City Council to consider adopting Ordinance #11-18 to revise chapter 272 Taxation, be amended, pursuant to RSA 72:27-a, to add a new section following article IX Section 272-10 to be known as Article X section 272-11 Renewable Energy Systems Exemptions.

Motion: Councilor Desrochers moved that the Franklin City Council adopt Ordinance #11-18 and the provisions of RSA 72:62, RSA 72:66 and RSA 72:70 allowing for a one time, five year exemption of 100% of assessed value of qualifying equipment related to residential solar, wind powered and wood hearing energy systems by roll call vote. Motion seconded by Councilor Dzujna.

Councilor Barton asked how long ago was the 100% discount in taxes that was abated. Acting City Manager/Finance Director Milner stated solar has not been assessed prior to this year. If an

exemption is not done prior to April 1 of this year they will be assessed automatically. Councilor Barton asked if this is statewide and Acting City Manager/Finance Director Milner stated yes all communities have to do it individually. Councilor Barton asked on the handout he was given if all communities in white have no exemption and it was stated yes.

Amendment: Councilor Clarenbach moved that the Franklin City remove the wording "one time" from the motion. Amendment seconded by Councilor Brown.

All in favor; amendment passes.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>no</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

Eight (8) in favor and One (1) not in favor; motion passes.

Agenda Item V.

City Council to consider adopting Resolution #15-18, allowing the Franklin School District to use \$64,000 of the unassigned fund balance to support the 17-18 school district budget.

Motion: Councilor Dzujna moved that the Franklin City Council adopt Resolution #15-18 allowing the Franklin School District to use \$64,000 of the unassigned fund balance to support the 17-18 school district budget. Motion seconded by Councilor Trudel.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Agenda Item VI.

City Council to consider adopting Resolution #16-18, relating to the appointment of the TIF District Advisory Board.

Motion: Councilor Desrochers moved that the Franklin City Council adopt Resolution #16-18 appointing the seven (7) member advisory board per section XXI of the development

program and financing plan for the Franklin Fall Mixed Use Tax Increment Finance District. Motion seconded by Councilor Clarenbach.

Councilor Clarenbach stated he would like to have terms for these members like three (3) at two year terms and four (4) at three year terms. Acting City Manager/Finance Director Milner stated she likes that idea and if it could be a mix between the occupants, owners and residents. Mayor Giunta asked if that needs to be done before the vote. Councilor Barton asked if the committee could decide. Councilor Clarenbach stated applicants Durfee, Foley and Grevior are all in district. There are only two that are outside the district which are Mullavey and Morin.

Amendment #1: Councilor Clarenbach moved that the Franklin City Council place Durfee, Foley and Morin for a two (2) year term and Grevior, Magoon, Mullavey and Paquin for a four (4) year term. Motion seconded by Councilor Ribas.

All in favor; amendment #1 passes.

Councilor Zink still has a question about occupant and owner clarification. Acting City Manager/Finance Director Milner had an informal discussion with P&Z Director Lewis and City Attorney Fitzgerald. An owner is the physical owner of the business so for example Ron Magoon would be an occupant. The list breaks down as such: Jason Grevior would be owner/resident, Ron Magoon would be an occupant/resident, Leo Paquin would be an occupant, Sam Durfee would be an occupant, Caite Foley would be an occupant, Robert Morin would be resident and Mike Mullavey would be a resident. That satisfies the four (4) of for occupants.

Councilor Ribas stated the sentence states owners and occupants so should it be or. Acting City Manager/Finance Director Milner stated the RSA 162-K:14 states a majority of members shall be owners or occupants. Councilor Clarenbach stated the issue is the resolution states and.

Amendment #2: Councilor Clarenbach moved that the Franklin City Council change the resolution to say "owners and/or occupants". Motion seconded by Councilor Ribas.

Councilor Zink stated since the ruling is specific do we have to be specific and have an equal amount of each. Acting City Manager/Finance Director Milner stated the RSA states or so it is up to the council if they want to be more specific.

All in favor; amendment #2 passes.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; amended twice motion passes.

Agenda Item VII.

City Council to consider adopting Resolution #14-18, to purchase Tactical EMS Equipment to be used in active shooter incidents.

Motion: *Councilor Zink moved that the Franklin City Council approve Resolution #14-18 for the purchase of EMS supplies and equipment that will be used for Active Shooter Incidents. Motion seconded by Councilor Brown.*

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Agenda Item VIII.

City Council to schedule a public hearing for Resolution #17-18, appropriating \$70K insurance proceeds from Church Street property.

Motion: *Councilor Desrochers moved that the Franklin City Council schedule a public hearing for Monday, March 5, 2018 regarding Resolution #17-18 appropriating \$69,800 of insurance proceeds to the nuisance abatement expenditure line. Motion seconded by Councilor Dzujna.*

All in favor; motion passes.

Motion Councilor Clarenbach moved to have the Resolution to be read in title only.
Councilor Ribas seconded.

All in favor; motion passes.

Mayor Giunta read Resolution #17-18 in title only.

Agenda Item IX.

City Council to authorize the submission of the 2018 Rural Development Grant to continue the economic re-development and revitalization efforts in downtown.

Motion: *Councilor Zink moved that the Franklin City Council authorize the submission of the grant application to the USDA Rural Development Office for funds to assist in the downtown revitalization efforts. Motion seconded by Councilor Brown.*

All in favor; motion passes.

Agenda Item X.

City Council to consider Community Day vendor permits.

Motion: *Councilor Trudel moved that the Franklin City Council waive all necessary permit fees for Community Day 2018. Motion seconded by Councilor Clarenbach.*

Eight (8) in favor, One (1) abstained; motion passes.

Agenda Item XI.

City Council to consider approval of the proposed lease with PermaCityLife for space in Marceau Park.

Motion: *Councilor Brown moved that the Franklin City Council approve the Easement Agreement and Memorandum of Understanding between the City of Franklin and PermaCityLife for the right of way, storefront entrance and walkway through Marceau Park and authorizes the Acting City Manager to sign the document on behalf of the City. Motion seconded by Councilor Desrochers.*

Councilor Clarenbach stated his concern is the city requirement to maintain the brick walkway through the park. He asked Municipal Services Director Sullivan if it is going to be an issue to clear snow from the brick walkway. Municipal Services Director Sullivan stated this was the first time he was hearing of a brick sidewalk. They are hard maintenance year round so concrete or asphalt would be better and asked if there was an alternative in there. Councilor Clarenbach stated he believes they were stated as pavers. Todd Workman stated that they could discuss that in the final design. Municipal Services Director Sullivan suggested the stamped asphalt like the Town of Belmont did in their downtown. Councilor Clarenbach stated his concern was to have an unrealistic expectation of the MSD department to maintain an area that would be more difficult in the winter.

Councilor Desrochers mentioned to look at page 7. Councilor Brown stated the agreement states it would be up to Municipal Services Director to agree to the materials.

All in favor; motion passes.

Agenda Item XIII.

City Council to schedule a public hearing for Resolution #18-18, appropriating \$19,000 for contracted services and supplies for the Before and After School Program through the 21st Century Community Learning Grant.

Motion: *Councilor Clarenbach moved that the Franklin City Council schedule a public hearing on Resolution #18-18 at 6:00 pm on March 5th, 2018 to appropriate \$19,000 for contracted services and supplies for the Before and After School Program through the 21st Century Community Learning Grant. Motion seconded by Councilor Desrochers.*

All in favor; motion passes.

Motion Councilor Clarenbach moved to have the Resolution to be read in title only.
Councilor Ribas seconded.

All in favor; motion passes.

Mayor Giunta read Resolution #18-18 in title only.

Agenda Item XIV.

Other Business

Mayor's Resignation/Appointments – Planning Board

Motion: "I move to accept Jo Brown's resignation from the Planning Board (Seat PB5)."

Motion: "I appoint Christine Dzujna as a regular member to the Planning Board (Seat PB5), Term of Service to January 2020."

Motion: "I appoint Donna Tully as an alternate member to the Planning Board (Seat PB11), Term of Service to January 2021."

Mayor's Resignation/Appointments – Heritage Commission

Motion: "I move to accept Paul Trudel's resignation as a regular member from the Heritage Commission (Seat HC2)."

Motion: "I appoint Paul Trudel as a City Council member to the Heritage Commission (Seat HC1), Term of Service is his Term of Office."

Motion: "I appoint Leigh Webb as a regular member to the Heritage Commission (Seat HC2), Term of Service to January 2020."

1. City Council Appointments

Planning Board

Motion: Councilor Zink moved that the Franklin City Council appoint Councilor Brown as the Alternate Council Representative (ex officio) to the Planning Board (Seat PB12), Term of Service is her Term of Office. Motion seconded by Councilor Clarenbach.

All in favor; motion passes.

Councilor Clarenbach asked as point of procedure is this a member of the planning board to appoint to the zoning board. P&Z Director Lewis stated the history in the city has always had an overlapping appointment between planning and zoning board of adjustment. It is not defined in the city code but more of a historical appointment to create a working environment between the two boards.

Motion: Councilor Brown moved that the Franklin City Council reappoint Dave Testerman to the Zoning Board of Adjustment (Seat ZBA1), Term of Service to January 2021. Motion seconded by Councilor Desrochers.

Eight (8) in favor, One (1) not in favor; motion passes.

2. Acting City Manager's Update

The contingency grant line has no activity to report.

City Clerk Gargano, Chief Goldstein and Acting City Manager/Finance Director Milner did attend the first SEC hearing and there was no indication that the no vote was going to occur.

The budget process for FY2019 has begun and the CPI-U for 2017 is 2.1% which is the same as the previous year and will bring in \$301K to be split between the city and school. In March she is looking to send out the same budget schedule as has been done in the past. Councilor Zink asked if the school was planning to go first again this year to meet the deadline for the teachers.

The Franklin Hospital pilot expired this year so she reached out to the President to work on a new agreement. Kevin Donovan, the president of LRGH informed that he would not be renewing the agreement with Franklin or Laconia. Acting City Manager/Finance Director Milner stated she is going to push back as this pilot agreement is a token of the symbolic relationship the hospital has with the community. The pilot agreement is \$20K.

The municipal services dept. is four (4) employees short at this time. This was all expected just not at the same time. Patience is appreciated.

Mill City Park is planning a festival that will take place on June 22-24. There will be other activities than the white water activities. Logistics are currently being worked out Parks & Rec, MSD, Police and Fire.

We need to have an economic development meeting and will 2/12 work for the council. The council decided on Thursday 2/8.

Franklin is moving forward and changes are happening so if you hear someone saying something negative about Franklin, try to stay positive as negativity spreads more easily than positivity. Changing Franklin's image will take a while.

Councilor Brown mentioned for the Winnepesaukee River Days a few of them were working with Service Credit Union who is donating \$5K for the event. They are also donating \$1K to the bang bash boat crash event this year.

Motion: *Councilor Desrochers moved that there is a need for a non-public session per RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted. Motion seconded by Councilor Dzujna.*

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Entered nonpublic session at 8:16 p.m.

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

All in favor; motion passes.

Public session reconvened at 8:52 p.m.

Motion: *Councilor Zink moved that the Franklin City Council seal the minutes. Motion seconded by Councilor Ribas.*

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Desrochers	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Brown	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Trudel	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Councilor Dzujna stated he appreciated Acting City Manager/Finance Director Milner's speech but the Northern Pass decision really hurts us. Mayor Giunta stated Eric Taylor reached out asking if the council would reach out to Governor Sununu listing the reasons why they should reconsider.

Mayor Giunta passed out council committee assignments.

Motion to adjourn made by Councilor Dzujna and seconded by Councilor Clarenbach. All in favor; meeting adjourned at 8:57 p.m.

Respectfully Submitted,

Lauraine G. Paquin



**City Council Meeting
July 3, 2017**

Agenda Item XIII.

City Council to consider restoration of Involuntarily Merged Lots.

Motion: Councilor Desrochers moved that the Franklin City Council approve the restoration, per RSA 674:39-aa.II, of the tow involuntarily merged tracts, which together comprise parcel 118-124-00, owned by the Dora Barry Revocable Trust. Motion seconded by Councilor Giunta.

Councilor Desrochers asked what was planning and zoning take on this. P&Z Director Lewis stated this did not go to the planning board. He did speak with Mr. Barry and Deb Ryba in assessing and there was an involuntary merger done. Councilor Desrochers asked if he had any issue with this and P&Z Director Lewis stated he didn't have any problem with this item.

All in favor; motion passes.

CITY COUNCIL MEETING
AGENDA ITEM II



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of March, 2018

Subject: School Board Report

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

CITY COUNCIL MEETING
AGENDA ITEM III



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

January 29, 2018

From: Judie Milner, Finance Director/Acting City Manager

Subject: Resolution 17-18, Supplemental Appropriation of Insurance Proceeds

Recommendation:

I recommend the City Council adopt resolution 17-18 to the City Managers nuisance abatement line.

Suggested Motions:

February 5, 2018

Councilor moves, "I move the City of Franklin City Council set a public hearing for March 5, 2018 at 6pm regarding resolution 17-18 appropriating \$69,800 of insurance proceeds to the nuisance abatement expenditure line."

March 5, 2018

Councilor moves, "I move the City of Franklin City Council adopt resolution 17-18 appropriating \$69,800 of insurance proceeds to the nuisance abatement expenditure line."

Discussion:

As City Council is aware, on October 26, 2017, there was a fire in the City owned building at 31 Church Street. Recently, the City received \$69,800 from our property liability insurance provider, Travelers, representing the full insured value of the property. The building sustained heavy damage and is recommended for demolition. Based on a preliminary guesstimate from the company the City has been utilizing for demolition, I am pretty confident that there will be money left to tackle another nuisance abatement project(s). Therefore, I am asking to appropriate the insurance proceeds to the nuisance abatement line.

Fiscal Impact:

This is a supplemental appropriation in the FY2018 budget and will increase both the general fund revenue and expenditures by the \$69,800.

Alternatives:

Do not appropriate the insurance proceeds, demolish just 31 Church Street and do not use the additional proceeds over expenditures for further clean up within the City.

Attachments/Exhibits:

Resolution 17-18



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

316 Central Street
Franklin, NH 03235

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

RESOLUTION #17-18

A Resolution Relating to a supplemental appropriation for Fiscal Year 2018.

In the year of our Lord, Two Thousand Eighteen,

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2018 beginning July 1, 2017, and;

WHEREAS, the City has received \$69,800 of insurance proceeds for the full value of the building from the fire at 31 Church Street tax deeded property, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes the insurance proceeds are enough to cover the demolition of the 31 Church Street property with proceeds left that could be used for other projects, and:

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes the need to continue the work of cleaning up properties around the City in order to sell them to private individuals so the property value is back onto the property tax roll, and;

WHEREAS, the Franklin City Council wishes to appropriate the \$69,800 insurance proceeds received to the nuisance abatement account in the fiscal year 2018 budget, Now,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, March 5, 2018 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 17-18 authorizing an increase in fiscal year 2018 revenues:

Miscellaneous Revenue Acct. No. 01-0-000-35090-000, Sixty Nine Thousand Eight Hundred Dollars (\$69,800), and

An increase in fiscal year 2018 expenditure account:

Nuisance Abatement Acct. No. 01-1-302-40491-000, Sixty Nine Thousand Eight Hundred Dollars (\$69,800),

By a roll call vote.

Roll Call:

Resolution #17-18

Councilor Barton	_____	Councilor Desrochers	_____	Councilor Ribas	_____
Councilor Brown	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Moquin	_____	Councilor Zink	_____

Approved: _____
Mayor

Passed: _____

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

A true copy, attested: _____
City Clerk

Date: _____

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

In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, March 5, 2018 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #17-18, relating to the appropriation of \$69,800 of insurance proceeds to the nuisance abatement expenditure line.

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

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

CITY COUNCIL MEETING

AGENDA ITEM IV



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
February 5th, 2018 City Council Meeting

From: Krystal Alpers, Parks and Recreation Director

Subject: 21st Century Community Learning Grant Funding

Recommended Motion:

February 5th, 2018

Council moves: **"I move the Franklin City Council schedule a public hearing on Resolution #18-18 at 6:00pm on March 5th, 2018 to appropriate \$19,000 for contracted services and supplies for the Before and After School Program through the 21st Century Community Learning Grant."**

March 5th, 2018

Councilor moves: **"I move the Franklin City Council adopt the supplemental appropriation in the amount of \$19,000 for contracted services and supplies for the Before and After School Program and adopt Resolution #18-18 by a roll call vote."**

Discussion:

In 2017, the Parks and Recreation Department partnered with SAU 18 to apply for the 21st Century Community Learning Center Grant (21CCLC). The grant application was successful and the Before and After School program is currently utilizing the funds as described in the grant proposal.

As part of the grant proposal, an MOU was put in place with the Boys and Girls Club to contract with them for enrichment programing for \$19,000. They would provide a staff member from their organization to offer enrichment programing, supplies and family dinners. The Boys and Girls Club was unable to fill this positon and therefore, cannot follow through with the MOU.

During the budget process the 21CCLC grant was appropriated in the Parks and Recreation Departments budget including the offsetting revenue. However, since the Boys and Girls Club was going to be an outside contracted service, \$19,000 was not appropriated as it was going to be paid directly from SAU 18 to the Boys and Girls Club. Since we are not moving forward with the MOU, the \$19,000 needs to be appropriated in the Parks and Recreation Departments budget so grant funding can be used to contract with other organizations to provide enrichment programing and purchase additional supplies. This appropriation will be offset fully by the revenue from the grant.

The funds will be reallocated as follows:

\$12,000 – Contracted Services

\$7,000 – Supplies

The funding allocated in Contracted Services will be used to pay local contractors to come and offer specialized enrichment clubs such as Karate, Ukulele, Fitness Club, etc. as well as purchase curriculum from UNH Cooperative Extension.

The funding for supplies will be used to purchase supplies for clubs that outside instructors are not utilized such as bird house kits for a wood working club.

Fiscal Impact:

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

Alternatives:

If City Council does not accept the funds, the \$19,000 will not be utilized. Therefore, grant funds will not be fully expended from the 21CCLC grant.

Attachments/Exhibits:

1. Resolution #18-18

Original Budget

2017 21CCCLC Proposed Budget

If re-applicant, indicate original award:

Expense	Description	Proposed 21CCCLC	Fees	In-Kind Contributions	Other Revenue Sources	Total Cost
Staff Salaries (Subtotal)		\$ 134,332.50	\$ -	\$ -	\$ -	\$ 134,332.50
Program Director	\$20 x 35 hours x 48 weeks	\$ 33,600.00				
Site Director	Elementary - 1 before & 1 after school				*	
		\$ 8,400.00				
Site Director	Middle School					
	1 @ 16 x 25 hrs x 40 wks - school year & 40 hrs x 10 wks - vacation wks	\$ 22,000.00				
	Tutors					
	8 @ \$20 x 1.5 hrs x 128 days	\$ 30,720.00				
Program Assistants					**	
	9 @ \$10-\$14 x 40 wks - school year & 10 wks vacation wks	\$ 36,612.50				
Student Assistants					**	
	6 @ \$8 x 200 days (includes vacations)	\$ -				
Teen Night Staff						
	4 @ \$10 x 2.5 hrs x 30 nights	\$ 3,000.00				
Payroll Taxes & Benefits (Subtotal)		\$ 26,921.50	\$ -	\$ -	\$ -	\$ 26,921.50
Social Security		\$ 8,536.94				
Medicare		\$ 1,996.54				
Workers Comp		\$ 6,380.02				
Unemployment		\$ 64.00				
Insert other benefits		\$ 9,944.00				
Health Insurance for Program Director						
Subcontracts (Subtotal)		\$ 27,500.00	\$ -	\$ -	\$ -	\$ 27,500.00
Boys & Girls Club	1 Enrichment Program Site Director - Elementary & Middle School	\$ 19,000.00				
Franklin Opera House	Franklin Area Children's Theatre	\$ 8,500.00				
Professional Development (Subtotal)		\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00
Required Conferences	State Conference: 5 x \$1,000	\$ 5,000.00				
Professional Development	Registration Fees	\$ 1,000.00				
Supplies (Subtotal)		\$ 12,426.00	\$ -	\$ -	\$ -	\$ 12,426.00
Food	Food for family engagement nights	\$ 1,500.00			***	
Supplies (Subtotal)	Enrichment activity supplies, family programs for 2 sites	\$ 10,926.00				
Evaluation (Subtotal)		\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
State Web-Based Data Collection	2 Sites	\$ 1,000.00				
Transportation (Subtotal)		\$ 37,400.00	\$ -	\$ -	\$ -	\$ 37,400.00
Bus transportation	1 bus x 144 days x \$225 per day	\$ 32,400.00				
	Vacation Field trips	\$ 5,000.00				
Equipment (Subtotal)		\$ 4,800.00	\$ -	\$ -	\$ -	\$ 4,800.00

<i>Insert Equipment</i>	4 Walkie Talkie Replacements @ \$200	\$ 800.00			
<i>Insert Equipment</i>	8 Computers @ \$500	\$ 4,000.00			
<i>Indirect Cost</i>	at 5.6%	\$ 15,120.00			\$ 15,120.00
<i>Insert Other Expenses</i>		\$ 4,500.00			\$ 4,500.00
Dolly Parton Libray Program	Free books for enrolled community members monthly	\$ 4,500.00			\$ 4,500.00
Total		\$ 270,000.00	\$ -	\$ -	\$ 274,500.00
			Total # Youth Per Day	140.00	140.00
			Total # Youth Per Year	275.00	275.00

Other Revenue Sources	In Kind Contributions	Other Revenue Sources
* City of Franklin pays health insurance and 10 additional hours for the After School Site Director and 12 additional hours for the Before School Site Director	Boys & Girls Club to supply some enrichment supplies	Community Partners to assist in funding the Dolly Parton Library Program
** City of Franklin employess program & student assistants. The City pays for a portion of their wage.	Franklin Opera House to supply volunteers and set supplies	Community Partners assist with supplies based on programs offered
*** Breakfast and Snack reimbursement through CACFP	City of Franklin to supply Billing Software & Office Supplies	
	Franklin School District & City of Franklin to supply office supplies	
	City of Franklin and Franklin School District to supply space, custodial services, some tutoring supplies, student technology.	

Revised Budget

2017 21CCCLC Proposed Budget

If re-applicant, indicate original award:

Expense	Description	Proposed 21CCCLC	Fees	In-Kind Contributions	Other Revenue Sources	Total Cost
Staff Salaries (Subtotal)		\$ 134,332.50	\$ -	\$ -	\$ -	\$ 134,332.50
Program Director	\$20 x 35 hours x 48 weeks	\$ 33,600.00				
Site Director-Elementary - 1 before & 1 after school	2 @ \$16 x 25 hrs x 40 wks - school year & 40 hrs x 10 wks - vacation wks	\$ 8,400.00			*	
Site Director Middle School	1 @ 16 x 25 hrs x 40 wks - school year & 40 hrs x 10 wks - vacation wks	\$ 22,000.00				
Tutors	8 @ \$20 x 1.5 hrs x 128 days	\$ 30,720.00				
Program Assistants	9 @ \$10-\$14 x 40 wks - school year & 10 wks vacation wks	\$ 36,612.50			**	
Student Assistants	6 @ \$8 x 200 days (includes vacations)	\$ -			**	
Teen Night Staff	4 @ \$10 x 2.5 hrs x 30 nights	\$ 3,000.00				
Payroll Taxes & Benefits (Subtotal)		\$ 26,921.50	\$ -	\$ -	\$ -	\$ 26,921.50
Social Security		\$ 8,536.94				
Medicare		\$ 1,996.54				
Workers Comp		\$ 6,380.02				
Unemployment		\$ 64.00				
Insert other benefits	Health Insurance for Program Director	\$ 9,944.00				
Subcontracts (Subtotal)		\$ 20,500.00	\$ -	\$ -	\$ -	\$ 20,500.00
Local Vendors - Club Instructors	Outside Instructors to provide clubs - White Tiger Karate, Inspire Music, UNH Cooperative Ext.	\$ 12,000.00				
Franklin Opera House	Franklin Area Children's Theatre	\$ 8,500.00				
Professional Development (Subtotal)		\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00
Required Conferences	State Conference: 5 x \$1,000	\$ 5,000.00				
Professional Development	Registration Fees	\$ 1,000.00				
Supplies (Subtotal)		\$ 19,426.00	\$ -	\$ -	\$ -	\$ 19,426.00
Food	Food for family engagement nights	\$ 1,500.00			***	
Supplies (Subtotal)	Enrichment activity supplies, family programs for 2 sites	\$ 17,926.00				
Evaluation (Subtotal)		\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
State Web-Based Data Collection	2 Sites	\$ 1,000.00				
Transportation (Subtotal)		\$ 37,400.00	\$ -	\$ -	\$ -	\$ 37,400.00
Bus transportation	1 bus x 144 days x \$225 per day	\$ 32,400.00				
	Vacation Field trips	\$ 5,000.00				
Equipment (Subtotal)		\$ 4,800.00	\$ -	\$ -	\$ -	\$ 4,800.00

<i>Insert Equipment</i>	4 Walkie Talkie Replacements @ \$200	\$ 800.00			
<i>Insert Equipment</i>	8 Computers @ \$500	\$ 4,000.00			
Indirect Cost	at 5.6%	\$ 15,120.00			\$ 15,120.00
<i>Insert Other Expenses</i>		\$ 4,500.00			\$ 9,000.00
Dolly Parton Libray Program	Free books for enrolled community members monthly	\$ 4,500.00			\$ 4,500.00
Total		\$ 270,000.00	\$ -	\$ -	\$ 274,500.00
			Total # Youth Per Day	140.00	641,300.71
			Total # Youth Per Year	275.00	713

Other Revenue Sources	In Kind Contributions	Other Revenue Sources
* City of Franklin pays health insurance and 10 additional hours for the After School Site Director and 12 additional hours for the Before School Site Director	Boys & Girls Club to supply some enrichment supplies	Community Partners to assist in funding the Dolly Parton Library Program
** City of Franklin employess program & student assistants. The City pays for a portion of their wage.	Franklin Opera House to supply volunteers and set supplies	Community Partners assist with supplies based on programs offered
*** Breakfast and Snack reimbursement through CACFP	City of Franklin to supply Billing Software & Office Supplies	
	Franklin School District & City of Franklin to supply office supplies	
	City of Franklin and Franklin School District to supply space, custodial services, some tutoring supplies, student technology.	



CITY OF FRANKLIN, NEW HAMPSHIRE
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RESOLUTION #18-18

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

In the year of our Lord, Two Thousand Eighteen,

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

WHEREAS, the City Council of the City of Franklin, New Hampshire understands the 21st Century grant was sought collaboratively between the City Parks & Recreation Department and School District and awarded prior to the adoption of the FY2018 City budget, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands that \$222,880 of the 21st Century grant is currently appropriated in the City's FY2018 budget for new programs offered by the Parks and Recreation department through this grant, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire understands that grant activities have been re-evaluated and the Parks & Recreation department will be picking up another piece of the grant formerly contracted to another agency, and;

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

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, March 5, 2018 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 18-18 authorizing an **increase in FY2018 revenues**:

Federal Grant Revenue- 21st Century Acct. No. 01-5-211-33111-439 – Nineteen Thousand Dollars (\$19,000),

And an increase in FY2018 expenditure accounts,

Contracted Services – 21st Century Grant Acct. No. 01-5-211-40439-439 – Twelve Thousand Dollars (\$12,000), and,

Supplies – 21st Century Grant Acct. No. 01-5-211-40685-439 – Seven Thousand Dollars (\$7,000),

By a roll call vote.

Roll Call:

Councilor Barton	_____	Councilor Desrochers	_____	Councilor Ribas	_____
Councilor Brown	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Moquin	_____	Councilor Zink	_____

Approved: _____
Mayor

Passed: _____

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

A true copy, attested: _____
City Clerk

Date: _____

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

In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, March 5, 2018 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #18-18, relating to the appropriation of \$19,000 for contracted services and supplies for the Before and After School Program through the 21st Century Community Learning Grant.

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

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

CITY COUNCIL MEETING

AGENDA ITEM V



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of March, 2018

Subject: City Council to consider the School CBA for the Teacher Contract.

Motion: "I move that the Franklin City Council approve the agreement between Franklin School Board and Franklin Education Association for a one year contract for 2018-2019."

TEACHER CONTRACT SUMMARY

Teachers voted a step
(Top step receiveing 3%) \$ 120,104.03

Taxes and Retirement \$ 30,038.02

TOTAL INCREASE FOR THE 2018-2019 **\$ 150,142.05**

Franklin School Board

&

Franklin Education Association

1/23/18

TENTATIVE AGREEMENT

This proposal calls for no changes to the parties' 2017-2018 collective bargaining agreement, except as expressly referenced herein.

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

ARTICLE I RECOGNITION


The Board is willing to recognize grant funded teachers as members of the bargaining unit under the current recognition clause with the understanding their specific employment contracts will be contingent upon receiving the necessary grant funding. The Board is unwilling to add nurses to the recognition clause and suggests that the certification on file with the NHPELRB for the FEA be amended and updated accordingly.

ARTICLE IV PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, **the parties shall meet to select a mutually agreed-to fact finder.** ~~either party may request~~ **In the event the parties are unable to mutually agree on the selection of a fact finder, a request shall be made** to the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.

ARTICLE VII TEACHER EMPLOYMENT

7.4A Teachers are expected to carry out their professional duties which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration. **As part of their professional responsibilities, teachers shall work three (3) evenings per school year for mandatory functions.** Nothing herein shall be construed to prevent teachers from working at other evening events on a voluntary basis. Lack of participation in such voluntary evening events shall not be used for evaluative purposes.

Deborah L. Brown  1 | Page

7.12 ~~The Board will continue its present practice with respect to preparation periods. At the elementary level such preparation period shall occur when an educational specialist has relieved an elementary teacher(s).~~ **All teachers shall receive a minimum of forty-five (45) minutes of uninterrupted preparation time four out of the five days per week.**

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 receive \$20.00 for each class covered during his/her preparation time. 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 sub.

When a substitute cannot be obtained, and non-study hall classes are combined by the building administrator, additional compensation that equates to the pro rata daily substitute rate (hourly basis) shall be paid to the teacher covering the combined class.

ARTICLE VIII RATES OF PAY

See Appendix A attached.

ARTICLE IX GRIEVANCE PROCEDURE

9.4

LEVEL A

Within three (3) days of receipt of a formal grievance, the building principal shall meet with the aggrieved teacher. Within two (2) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ~~five (5)~~ **ten (10)** days of the receipt of any answer given at this level.

LEVEL B

Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within ~~five (5)~~ **ten (10)** days from receipt of the answer rendered at this level the grievance may be referred to Level C, the School Board.

LEVEL D

If the matter is referred to arbitration, then the parties shall **meet within five (5) days of referral to select a mutually agreed-to arbitrator. If the parties are unable to mutually agree on the appointment of an arbitrator, a request shall be made** apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

ARTICLE XII
MISCELLANEOUS PROVISIONS

New 12.8 The Board shall provide a safe and appropriate working environment as required by law.

ARTICLE XVI
DURATION OF AGREEMENT

16.1 This Agreement shall continue in full force and effect from July I, ~~2017~~**18** until twelve o'clock midnight June 30, ~~2018~~**19**, 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 TEACHERS COMPENSATION
~~2017-2018~~ **2018-2019**

2. All teachers retiring who are at least 55 years of age during their last year of teaching and have taught in the Franklin School District for twenty (20) or more years, or under 55 years of age with thirty (30) years of teaching within the Franklin School District will receive severance bonus of one (1) percent for each year of service in the Franklin School System computed on the final year's salary. Teachers wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December of the final teaching year. **The severance benefit shall be paid in the first full pay period of the fiscal year following the last fiscal year of employment.**

APPENDIX A-1
FRANKLIN TEACHERS COMPENSATION
~~2017-2018~~ **2018-2019**

STEP	BA	BA +15	MA	MA+15
1	\$32,782	\$34,343	\$35,904	\$37,465
2	\$34,343	\$35,903	\$37,465	\$38,714
3	\$35,903	\$37,465	\$38,714	\$39,963
4	\$37,465	\$38,714	\$39,963	\$41,211
5	\$38,714	\$39,963	\$41,211	\$42,459
6	\$39,963	\$41,211	\$42,459	\$43,709
7	\$41,211	\$42,459	\$43,709	\$44,957
8	\$42,459	\$43,709	\$44,957	\$46,206
9	\$43,709	\$44,957	\$46,206	\$47,456
10	\$44,957	\$46,206	\$47,456	\$48,704
11	\$46,207	\$47,456	\$48,704	\$49,954
12	\$47,456	\$48,704	\$49,954	\$51,202
13	\$48,704	\$50,695	\$51,202	\$52,451
14	\$50,695	\$51,202	\$53,168	\$53,700
15	\$51,202	\$53,168	\$53,700	\$54,948
16	\$53,168	\$53,700	\$54,948	\$56,197
17	\$53,700	\$54,948	\$56,197	\$57,446

Salary: **All eligible employees shall advance one step during the 2018-2019 contract year.** Teachers who have been on step 17 for one or more years will ~~remain at the current salary schedule~~ **shall receive a 3% pay increase during the 2018-2019 contract year.**

Deborah Brown
Feb. 8, 2018

Jennifer L. Brown
31 January 2018

Agreement
between
Franklin Board Of Education
and
Franklin Education Association
2018
To
2019

AGREEMENT

This Agreement entered into this **day of** , by and between the Franklin Board of Education, hereinafter called the "Board", and the Franklin Education Association affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the "Association". Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

DEFINITIONS

SCHOOL: The term "School", as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Franklin School District.

TEACHER: The term "Teacher", as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement.

FACULTY REPRESENTATIVE: The term "Faculty Representative", as used in this Agreement, means the Association Faculty Representative.

PERSON: The term "Person", as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement. Whenever the singular is used in this Agreement, it is to include the plural.

PELRB: The term "PELRB", as used in this Agreement, shall mean the New Hampshire Public Employee Labor Relations Board.

QUALIFIED: The term "Qualified" shall mean in the judgment of the superintendent, using the following criteria:

- A. Certification
- B. Recent teaching experience in the specific position to be filled.

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APPENDICES*

- A. FRANKLIN TEACHER COMPENSATION
 - A-1 SALARY SCHEDULES
- B. INSURANCE
- C. TEACHER INDIVIDUAL CONTRACT
- D. DUES DEDUCTION AUTHORIZATION
- E. GRIEVANCE REPORT FORM

*Policy GCLA, Policy GCL-1 and RSA 189.14 a,b,c are attached for informational purposes only and are not part of the collective bargaining agreement between the parties.

ARTICLE I RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Franklin School District during the term of this Agreement. The term "teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of teaching personnel, school librarians, guidance personnel, but excluding superintendent, assistant superintendent, business administrator, principal, assistant principal, coordinators of special education, vocational directors, persons employed by the State Board of Education, nurses, teacher consultants, teacher aides, school volunteers, bona fide executive or administrator.
- 1.2 Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article I.
- 1.3 Unless otherwise indicated, the term "administrator", when used hereinafter in this Agreement, shall refer to those employees who serve in an administrative and/or supervisory capacity full-time or more than half-time.

ARTICLE II SCOPE OF AGREEMENT

- 2.1 The parties understand that the Board and Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Agreements reached pursuant to Article IV hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

ARTICLE III UNIT CERTIFICATION

- 3.1 Upon receipt from the employees defined in Article I, Section 1, of appropriate evidence certifying the Association as their exclusive representative for collective negotiations, the Board shall enter into negotiations under the procedure defined in Article IV. Appropriate evidence is hereby defined as a certified statement that the Association has been designated by more than fifty per cent (50%) of the District's employees covered by this Agreement, as defined in Article I, Section 1, of this Agreement, as their exclusive representative for collective negotiations. Any disputes which may arise under this Article III shall be resolved by the New Hampshire Public Employee Labor Relations Board.

ARTICLE IV PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or about September twentieth (20th) of the prior year in which this Agreement expires, and subject to compliance with Articles III and XVI, the Association may in writing by certified mail return receipt requested notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit a request no later than October fifteenth (15th) to meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.
- 4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3 The Board agrees to supply the Association with such non-confidential information as is in the Board's possession and is requested by the Association.
- 4.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Franklin City Council. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 4.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

- 4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, the parties shall meet to select a mutually agreed- to fact finder. In the event the parties are unable to mutually agree on the selection of a fact finder, a request shall be made to the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.
- 4.7 The fact finder will, within five (5) days after his/her appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he/she deems appropriate. Any such hearings will be held in closed session. The Board and Association will furnish the fact finder, upon his/her request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him/her. The fact finder may make his/her report public.
- 4.8 The costs of the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.
- 4.9 Determinations and/or recommendations under the provisions of Sections 4.6 and 4.7 of this Article IV, will not be binding on the parties.
- 4.10 During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.
- 4.11 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article IV.
- 4.12 A copy of any agreement reached hereunder will be filed with the NH PELRB within fourteen (14) days of its execution.
- 4.13 If the monies to fund the economic provisions are not appropriated as provided in this Article IV, Section 4, or if either party rejects there commendations set forth in this Article IV, Section 4.9, then the parties shall do the following:
- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and
 - B. The parties shall, within ten (10) days of such notification, meet and develop a modified settlement, which shall be resubmitted to the legislative entity (Franklin City Council) in accordance with the provisions of RSA 273-A-12, Paragraphs III and IV.

ARTICLE V ASSOCIATION RIGHTS

- 5.1 The Association will have the right to use school buildings at reasonable times, without costs, for meetings. Request for the use of buildings will be made to the principal in advance.
- 5.2 The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3 The Association will, upon request, be given a place on the agenda of the Opening Day District-Wide Meeting for all teachers.
- 5.4 The Association will have the right to post notices on its activities and matters of teacher concern in teachers' rooms and shall continue to have the use of the teacher mail box and e-mail system.
- 5.5 Upon notification by an employee (see Appendix D attached hereto), the Board agrees to deduct from the salaries of its' teachers dues for the Franklin Education Association, National Education Association-New Hampshire, National Education Association as said teachers individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Franklin Education Association treasurer on a monthly basis.

All members of the bargaining unit who elect not to join the Association, shall pay a "fair share" fee as determined by the Association, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions of this article.

Should there be a dispute between members of the bargaining unit and the Association (and/or District) over the matter of any such deductions, the Association agrees to defend, indemnify and hold harmless the Board, the District, and their agents and administrators in any such dispute.

- 5.6 The Association may, with permission from the building principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.
- 5.7 Rights granted to the Association under this Article V shall not, in the judgment of the Board, be disruptive or injurious to the Franklin education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary nor capricious.
- 5.8 During the term of this Agreement, the rights and privileges set forth in this Article V shall not be granted to any other bargaining agent.
- 5.9 Request under the provisions of this Article V shall mean permission and shall be made to the building principal, or his/her designee.

- 5.10 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours, or in the filing or processing of grievances under this Agreement.
- 5.11 Except in case of emergency, the first Monday of each month shall be recognized as the Association Meeting Day after normal school hours and normal duties in accordance with the terms of this Agreement. No other meetings can be scheduled by the Administration on that day.
- 5.12 Nothing contained in this section shall prohibit negotiations from taking place during normal work hours. When negotiations extend beyond 12:00 midnight, the District will make every effort to secure substitute teachers for the following day for teachers who have participated in said negotiations.
- 5.13 Employees will be permitted to notify the Board of their respective payroll deduction decisions (limited to current practice) no later than one (1) week prior to the second pay period in September and may change such decision only once in any school year not later than one (1) week prior to the second pay period in January of that same school year.
- 5.14 The Board will, upon notice, in writing, grant up to two (2) persons named by the Association, an aggregate total of two (2) paid days in any school year to act as delegate(s) to the Association's annual delegate convention. Notice shall reflect that such person(s) have been named as delegate(s) and payment will require proof of attendance.

ARTICLE VI TEACHER EVALUATION

- 6.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.
- 6.2 The observation of the work performance of a teacher will be conducted openly.
- 6.3 A teacher shall be given a copy of any evaluation report prepared by his/her Evaluators one (1) school day before any conference held to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.
- 6.4 Complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person(s) making the complaint. The teacher shall acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective teacher's files. Upon written request by an individual teacher, complaints which do not result in disciplinary action and/or which are not followed by a subsequent complaint within a three (3) year period will be expunged from the file after three (3) years, and written notice thereof shall be provided to the teacher. Unsubstantiated complaints shall not be placed in teacher's files.
- 6.5 Each new teacher to the Franklin school system shall be made aware of the school district's evaluation plan, including criteria, goals and objectives of any such plan (including new plans) and the Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination of any matters under this Section 6.6.
- 6.6 Each teacher shall be entitled access to his/her personnel files at any time upon twenty-four (24) hours notice to the Superintendent, or his/her designee, and teachers may make copies of any material contained therein at his/her own expense.
- 6.7 The teacher shall have the right to make appropriate response to any material contained in his/her personnel files and such response shall be made a part of said teacher's files. Reproductions of such material may be made by hand or copying machine, if available.
- 6.8 Teachers who are on a continuing contract as defined under RSA 189:14-a, shall be evaluated every three (3) years unless the teacher requests that he/she shall be evaluated more frequently, or the administrator responsible to conduct the evaluation deems it appropriate to evaluate the teacher more frequently.

ARTICLE VII TEACHER EMPLOYMENT

- 7.1 The Board agrees to hire only those teachers who are certified by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted.
- 7.2 For purposes of this Agreement, the period of service shall not be more than one hundred eighty-five (185) days, as set forth in an individual contract (see Appendix C attached hereto) between the Board and each teacher, to be allocated as follows:

180 Teaching Days
5 In-service Days

Time during five (5) in-service days will be utilized for administrative matters, professional learning, parent/teacher conferences, at least one (1) classroom preparation day and one (1) workshop/non-instructional days prior to the opening of school, three (3) workshop/non-instructional days during the school year.

- 7.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a teacher's day is not necessarily coterminous with that of the pupil.
- 7.4A Teachers are expected to carry out their professional duties which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration. As part of their professional responsibilities, teachers shall work three (3) evenings per school year for mandatory functions. Nothing herein shall be construed to prevent teachers from working at other evening events on a voluntary basis. Lack of participation in such voluntary evening events shall not be used for evaluative purposes.
- 7.4B All teachers are expected to perform a full eight (8) hours of professional responsibility during each of the 185 days of their contract year.
- 7.5 Effective January 6, 1992, teachers shall be granted a duty-free lunch period of at least thirty (30) minutes.
- 7.6 Except in unusual circumstances, each teacher will be notified of the anticipated teaching assignment for the ensuing year when the teacher receives the contract for the ensuing year, or by May 15, whichever comes first. However, this does not prevent the School District from subsequently changing the assignment in accordance with Section 7.7. If the initially offered position is changed, the teacher shall have the option to be released from his/her contract.

- 7.7 In the event a teacher's position becomes eliminated or changed (regardless of the reason), he/she shall be given priority consideration for any open and unfilled position which may then be available, provided he/she is qualified, can be certified or is certifiable by the State Department of Education, and is highly qualified for the new position. Any such teacher shall be required to submit a written request for consideration under this Section, such request shall set forth the position desired and open, the teacher's qualifications, and a statement that he/she is certifiable for any such position.
- 7.8 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent no later than the day following Labor Day of any contract year. Time requirements specified in this Section 7.8 may be extended by mutual agreement.
- 7.9 The Association agrees to submit to the Board for its consideration suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. Before the School Board approves any proposed modification of the school calendar during the school year, the Association will be given an opportunity to provide input, and meet and confer, in such instances. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of the Agreement.
- 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: course content; availability of funds; and the timeliness of request. 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.
- 7.11 In-service days set forth in Section 7.2 of this Article shall be determined with the cooperation of the Association and the parties shall meet and confer, both as to content and number of days. In any event, the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed five (5).
- 7.12 All teachers shall receive a minimum of forty-five (45) minutes of uninterrupted preparation time four out of the five days per week.
- 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.
- 7.14 Notice of the Board's intent to modify the instructional day shall be given to the Association in advance and the Association shall have the right to bargain with respect to the impact from any such change.

- 7.15 Any new teacher to the District who is required to attend meetings before the **185-day** contract begins will be given Staff Development credits for the extra day or portion thereof at the beginning of the school year.
- 7.16 Each teacher shall be given a minimum of two half days of the **5** In-Service days: one one-half day to be used for teacher preparation at the beginning of the school year and one one-half day at the end of the school year for closure.
- 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 receive \$20.00 for each class covered during his/her preparation time. 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, additional compensation that equates to the pro rata daily substitute rate (hourly basis) shall be paid to the teacher covering the combined class.
- 7.18 The Franklin School District, through its administration, will notify District personnel of vacancies in the district prior to advertising such. Such vacancies will be posted in the SAU 18 Central Office and all schools in SAU 18, internally, five (5) school days prior to external release. In lieu of posting in all schools, the posting may be added to the school district website.

Should a vacancy occur during the summer recess, a notice of vacancy will be posted at the SAU 18 Central Office, all schools in SAU 18, and the President of the Franklin Education Association (FEA) will be notified at the same time the position is internally posted. In lieu of posting in all schools, the posting may be added to the school district website.

ARTICLE VIII RATES OF PAY

- 8.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be prorated at one-one-hundred-eighty-fifth (1/185th) of his/her appropriate salary step for the number of designated days of employment between the official opening day of school in any year and June thirtieth (30th) of any such year.
- 8.2 If it can be accomplished without additional work and/or cost to the District, teachers shall have the option of salary payment, prorated on the basis of twenty-one (21) or twenty-six (26) pay checks. Those selecting twenty-six (26) payments shall be paid in a lump sum on the last pay period of the school year. The option must be exercised at contract execution time in the year preceding the year in which the option is to be effective, and may only be exercised once in any school year.
- 8.3 Deductions from paychecks including remittance of dues, to credit unions, banks, and annuities programs, etc., shall be forwarded to the appropriate employee account(s) within five (5) calendar days.
- 8.4 If the teacher selects the twenty-six (26) pay period option, the 26th payment will be made in December prior to the holiday break, subject to the availability of funds.

ARTICLE IX

GRIEVANCE PROCEDURE

9.1 Definition

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of the Agreement. An "aggrieved" teacher is the person or persons making the claim. All time limits specified in this Article IX shall mean school days, except under Section 9.9 of this Article IX.

9.2 Purpose

The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.

9.3 Right of Representation

A teacher covered by this Agreement shall, under this Article IX, have the right to have an Association representative present at any time subject to his/her requesting such representation.

9.4 Formal Procedure

The grievance shall state the specific alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. Grievances must be filed within twenty (20) calendar days of the event in question.

LEVEL A

Within three (3) days of receipt of a formal grievance, the building principal shall meet with the aggrieved teacher. Within two (2) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of any answer given at this level.

LEVEL B

Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level the grievance may be referred to Level C, the School Board.

LEVEL C

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

LEVEL D

If the matter is referred to arbitration, then the parties shall meet within five (5) days of referral to select a mutually agreed- to arbitrator. If the parties are unable to mutually agree on the appointment of an arbitrator, a request shall be made to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

- 9.5 Time periods specified in this procedure may be extended by mutual agreement.
- 9.6 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 9.7 Grievance(s) of a general nature, or involving the Superintendent may be submitted by the Association to Level B.
- 9.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- 9.9 In the event a grievance is filed on or after June first (1st) the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- 9.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 9.11 The parties agree that employees covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any personal grievance(s).
- 9.12 The following matters are excluded from the arbitration provisions, but not from the grievance procedures, of this Agreement:
 - A. Management prerogatives as set forth in this Agreement as provided and interpreted under RSA 273;
 - B. School Board Policy (except for R.I.F.);
 - C. Suspension, dismissal and non-renewal of a teacher which shall be accomplished solely under the appropriate RSA's (except for the provisions of Section 7.13 of the Agreement dealing with Reduction in Force and 10.13 dealing with return from extended leave granted by the

Board, which shall be arbitrable).

- 9.13 Matters which are grievable but not arbitrable under the provisions of this Article IX may be referred only through Level C and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of the Agreement.
- 9.14 All documents relating to a grievance(s) shall be filed separately from a teacher's personnel file.

ARTICLE X LEAVES OF ABSENCE

- 10.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article X.
- 10.2 Sick leave shall be confined to the personal illness of a teacher, excluding work connected disability covered by New Hampshire Workmen's Compensation Laws.
- 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 fifteen (115) days plus the days earned in the current 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.
- 10.3B Teachers may use up to 15 days sick leave in any contract year to care for immediate family members who are suffering medical and health emergencies. Immediate family means spouse, parent, child, stepchild, brother, sister, and same relative of spouse.
- 10.3C Any teacher whose combined annual use of sick leave and personal leave is limited to the levels shown below is entitled to a stipend at the end of the fiscal year as follows:

Total Sick & Personal Days Used Stipend

0 Used	\$500
1 or 2 Used	\$300
3 or 4 Used	\$200

(Note: For example, the \$300 stipend would be paid if 2 sick and 0 personal days are used, or 2 personal and 0 sick days are used, or 1 sick and 1 personal day are used).

- 10.4 If a suitable replacement can be found, child care leave of up to one (1) year for either natural or adoptive parents or legal guardians, shall be granted without pay to teachers upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least sixty (60) days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the expected termination date of such leave. Nothing contained herein shall limit the rights of said teachers to leave allowed under the Family Medical Leave Act.

At the conclusion of an extended leave granted by the Board under this Article, all benefits to which any such teacher was entitled at the time the leave commenced and which are then currently in effect for teachers, shall be restored upon any such return and he/she shall be assigned to his/her last position. If no such position is available, then the affected teacher shall be placed on lay-off status in accordance with the Board's

Reduction in Force Policy. Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

- 10.5 All teachers shall be entitled to a maximum of three (3) paid personal leave days in any school year. Personal leave may not be used to extend sick time. To be eligible for personal leave, written notice shall be presented to the building principal at least twenty-four (24) hours prior to any such personal leave, except in an emergency. Specific reasons for the leave shall not be required or requested. Not more than three (3) elementary, three (3) middle school and three (3) high school staff members may exercise this benefit in any one (1) day.
- 10.6 An employee who is absent due to a work-connected illness or accident (Workmen's Compensation) shall receive his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workmen's Compensation Laws of the State of New Hampshire. Amounts paid by the Board under the provision of this Section 10.6 shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workmen's Compensation claim.
- 10.7 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 10.8 An employee called as a juror or witness will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor in a timely manner and any reimbursement due the teacher, i.e. mileage, shall be paid the teacher by the end of the next payroll period or at the end of the school year at the teacher's discretion.*
**It is understood by the Franklin Education Association providing that the "SAU 18 office staff" has the time and that their work load will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).*
- 10.9 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate.
- 10.10 Teachers shall be entitled to a maximum of three (3) paid days for attendance at funerals of immediate family members to include: spouse, children, siblings, parents, grandparents, aunts, uncles and cousins of the teacher and spouse. One day shall be granted upon proper notification to the superintendent, and up to 3 days may be granted at the discretion of the Superintendent. In extenuating circumstances the Board may grant additional leave under this Section 10.10 as set forth in Section 10.11 of this Article X.

- 10.11 Leaves for any and all other reasons(s), paid or not paid, shall be granted at the discretion of the Board. The Board shall not be arbitrary nor capricious in exercising its discretion under this Section 10.11. Any teacher payroll deductions shall be made during the next payroll period or at the end of the school year at the teacher's discretion.*

**It is understood by the Franklin Education Association providing that the "SAU 18 office staff" has the time and that their work load will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).*

- 10.12 Professional days, with or without pay, shall be at the sole discretion of the Superintendent.
- 10.13 Except as otherwise provided for in this Agreement, at the completion of a leave authorized under this Agreement, the Board shall re-employ the teacher in the same or similar position for which he/she is qualified.

10.14 Sick Bank

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

Teachers wishing to be covered agree to donate one (1) day from the sick leave days they have allowed to accrue in a one-year (1) period to be deposited in said bank, such days to be deducted from the teacher's annual sick leave. The sick bank will be carried over from one year to the next, but shall not accumulate more than 215 days. Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period. The new enrollment period shall be September 1 to October 15. Employees who are hired after September 15 shall be permitted to enroll as soon as they have a day to contribute to the Bank.

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

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

Guidelines for application by an Association member to the "sick leave bank" shall be determined by the Administrative Committee and published by said Administrative Committee.

ARTICLE XI INSURANCE

- 11.1 The Board agrees to maintain in effect insurance plans for all employees so long as they remain on the Franklin School payroll. A summary of the benefits to be provided under said plan is set forth in Appendix B attached hereto.
- 11.2 The Board will not itself pay the insurance benefits referred to in Section 11.1, but will obtain policies or contracts from insurance companies which will administer said benefits.
- 11.3 Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

ARTICLE XII MISCELLANEOUS PROVISIONS

- 12.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.2 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, genetic information, membership, activity in the Association and/or HIV, AIDS, and related diseases (Ref. Americans with Disabilities Act (ADA) July 26, 1990).
- 12.3 In lieu of printing the agreement for the entire association, one copy will be printed for each building and the entire agreement will be posted on the SAU website.
- 12.4 Any individual contract (see Appendix C attached hereto) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.
- 12.5 No teacher will be disciplined, reprimanded or warned in writing except for just cause, and any teacher who alleges to be aggrieved under this Section 12.5 shall have full access to the Grievance Procedures of this Agreement.
- 12.6 No teacher shall have his/her contract non-renewed except as provided in RSA 189-14a. Reasons for non-renewal shall be given only to those teachers required to be informed of said reason(s) pursuant to RSA 189:14a (b) & (c).
- 12.7 All information forming the basis for disciplinary action will be made available to the employee in a timely manner, which in no event shall exceed thirty (30) school days.

12.8 The Board shall provide a safe and appropriate working environment as required by law.

ARTICLE XIII

NOTICE UNDER AGREEMENT

- 13.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Franklin Board of Education Chairman, 119 Central Street, Franklin, New Hampshire 03235.
- 13.2 Whenever written notice to the Franklin Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Franklin Education Association at his/her then current address.
- 13.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

ARTICLE XIV

STRIKES AND SANCTIONS

- 14.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers.

ARTICLE XV

FINAL RESOLUTION

- 15.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XVI

DURATION OF AGREEMENT

- 16.1 This Agreement shall continue in full force and effect from July 1, **2018** until twelve o'clock midnight June 30, **2019**, 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.
- 16.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Franklin Board of Education and the Franklin Education Association.

APPENDIX A

FRANKLIN TEACHER COMPENSATION 2018-2019

Employees covered by this Agreement will be compensated by the Board during the term of this contract as follows:

1. Newly hired employees with or without experience, hired during the term of this Agreement, shall be compensated in accordance with the salary schedules in Appendix A-1. During the first year of employment by the District, a newly hired employee shall be placed on the salary schedule in accordance with the conversion scales in Appendix A-1.
2. All teachers retiring who are at least 55 years of age during their last year of teaching and have taught in the Franklin School District for twenty (20) or more years, or under 55 years of age with thirty (30) years of teaching within the Franklin School District will receive severance bonus of one (1) percent for each year of service in the Franklin School System computed on the final year's salary. Teachers wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December of the final teaching year. This severance benefit shall be paid in the first full pay period of the fiscal year following the last fiscal year of employment.
3. The Board will adopt a compensation schedule which reflects monies currently paid for co-curricular activities and continue its current athletic compensation schedule and adopt both as a matter of Board Policy and publish copies of such to its staff.

APPENDIX A-1

FRANKLIN TEACHER COMPENSATION

2018-2019

STEP	BA	BA+15	MA	MA+15
1	32,782	34,343	35,904	37,465
2	34,343	35,903	37,465	38,714
3	35,903	37,465	38,714	39,963
4	37,465	38,714	39,963	41,211
5	38,714	39,963	41,211	42,459
6	39,963	41,211	42,459	43,709
7	41,211	42,459	43,709	44,957
8	42,459	43,709	44,957	46,206
9	43,709	44,957	46,206	47,456
10	44,957	46,206	47,456	48,704
11	46,207	47,456	48,704	49,954
12	47,456	48,704	49,954	51,202
13	48,704	50,695	51,202	52,451
14	50,695	51,202	53,168	53,700
15	51,202	53,168	53,700	54,948
16	53,168	53,700	54,948	56,197
17	53,700	54,948	56,197	57,446

Salary:

All eligible employees shall advance one step during the 2018-2019 contract year. Teachers who have been on step 17 for one or more years shall receive a 3.0% pay increase during the 2018-2019 contract year.

APPENDIX B

INSURANCE

1. For the duration of this contract, the Board agrees to give teachers the option of enrollment in one of the following health insurance plans:

SCHOOL CARE – YELLOW ACCESS WITH CHOICE FUND (subject to plan name change).

2. Teachers may select single, two (2) person, or family coverage.
3. **The Board agrees to pay the following *based on School Care – Yellow Access with Choice Fund* rates:**

2018-2019

Single	100 %
2-person	95 %
Family	91 %

4. The Board will pay the cost to provide twenty-five thousand dollars (\$25,000) of term life insurance to each employee covered by this Agreement, including a provision for accidental death and dismemberment.
- 5A The difference between the Board's maximum contribution set forth in B.3 above and the actual cost to the Board to provide the coverage selected by an employee under B.1 above will be payroll deducted from an appropriate payroll period(s) by the Board.
- 5B If an employee declines to participate in the Health Care plan offered pursuant to this Agreement, then the employee shall receive in lieu of Healthcare benefits **\$3,000.**

The payment in lieu of healthcare benefits set forth above will be paid in one lump sum by May 31st of each contract year to all teachers employed at the time who are eligible.
- 5C Should an employee revoke the declination of benefits recited herein, then the employee agrees to repay a pro-rated portion of the payment made to said employee in lieu of said benefit to the District.
6. The Board will continue to pay the cost to provide Delta Dental Plan A & B up to 100% of the single premium cost for the duration of this agreement.
7. The District shall provide Section 125 accounts for employees who choose to utilize the pre-tax options allowed by the Internal Revenue Service.

**APPENDIX C
TEACHER CONTRACT**

SCHOOL ADMINISTRATIVE UNIT EIGHTEEN

FRANKLIN TEACHER CONTRACT

AGREEMENT made _____ by and between the **FRANKLIN SCHOOL DISTRICT**, hereinafter called the "District", and «First_Name» «Last_Name», hereinafter called the "Teacher".

1. The District agrees to employ the Teacher for the ensuing year from _____ to _____ at an annual salary of «Salary» paid in _____ equal bi-weekly installments commencing on _____.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of the schools and the teachers.
3. It is mutually agreed:
 - a. That the school year is not to be in excess of one hundred eighty (180) school days and **five (5)** other days devoted to school and educational work between _____ and June 30, _____.
 - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Department of Education to occupy.
 - c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments. This contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certification, license, or permit is revoked by the Commissioner of Education.
 - d. That this contract shall automatically terminate and become void at any time the Teacher fails to hold a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
 - e. That the District and the Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings of the New Hampshire Department of Education or the State Board of Education.
 - f. Refer to cover letter dated _____.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

FRANKLIN SCHOOL DISTRICT

By _____
(Chairman, School Board)

By _____
(Teacher)

Step: «Step»

APPENDIX D

**FRANKLIN SCHOOL DISTRICT
DUES DEDUCTION AUTHORIZATION FORM
2018-2019 SCHOOL YEAR**

NAME: _____
(Please Print)

"I hereby authorize the Franklin School District to withhold from my salary the sum indicated below for membership dues as follows:

For membership in the Franklin Education Association (FEA) \$____yr

For membership in NEA-New Hampshire (NHEA)

Please indicate appropriate amount:

First Year Teachers (BA1/MA1) \$____yr

Second Year Teachers (BA2/MA2) \$/____/yr

All Others \$/____/yr _____/yr

For membership in the National Education Association (NEA) \$____/yr

TOTAL MEMBERSHIP DUES _____/yr

The sums thus to be deducted over twenty (20) pay periods are hereby assigned by me to the Franklin Education Association and are to be remitted by the Franklin School District to the Treasurer of the Association and having done so the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on a biweekly basis (within five (5) calendar days of deduction) those funds which have been properly authorized and deducted.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same."

Signature: _____

Date: _____

APPENDIX E

GRIEVANCE REPORT FORM

Grievance No. _____ School District _____

To: _____ Complete in triplicate with copies to:

- 1) Principal
- 2) Superintendent
- 3) Association

Name of Grievant

Date Filed

School

LEVEL A

Date of Grievance:

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

2. Relief Sought:

Signature

Date

Answer given by Principal:

Signature

Date

Position of Grievant:

Signature

Date

LEVEL B

Date received by Superintendent:

Answer given by Superintendent:

Signature

Date

LEVEL C

Date received by Board:

Answer given by Board:

Signature

Date

Position of Grievant:

Signature

Date

LEVEL D

Date submitted to Arbitration:

Disposition of Arbitrator:

Signature

Date

IN WITNESS WHEREOF the parties have executed this Agreement
on this ____ day of _____, 2017, as of the date and year first written above.

FRANKLIN SCHOOL DISTRICT

FRANKLIN EDUCATION ASSOCIATION

By _____
Timothy Dow, Chairperson

By _____
Jennifer Weaver, FEA President

By _____
Superintendent

CITY COUNCIL MEETING

AGENDA ITEM VI



CITY OF FRANKLIN COUNCIL AGENDA REPORT

March 5, 2018

From: Brian J. Sullivan, Municipal Services Director

Subject: Franklin City Council to consider setting a public hearing on Resolution #19-18. A Resolution relating to accepting and appropriating funding for the development of "Asset Management Plans" for the City Water Department Infrastructure.

Recommended Motion's:

March 5, 2018:

Councilor moves: "I move that the Franklin City Council schedule a public hearing at 6:00 P.M on Monday, April 2, 2018 in the City Council Chambers to consider passage of Resolution #19-18.

April 2, 2018:

Councilor moves: "I move that the Franklin City Council approve Resolution #19-18 accepting and appropriating funding for the development of "Asset Management Plans" for the City Water Department Infrastructure by roll call vote.

Discussion:

In January of 2018 I received confirmation from the New Hampshire Department of Environmental Services (NHDES) that the City Water Department qualified for a \$17,500 "Drinking Water Asset Management Planning Grant".

City Council passage of Resolution #19-18 is the first step required in order to secure funding and move forward with the final applications and preparation of documents in order that Governor and Council can formally proceed towards authorization of project funding.

Asset Management Plans document and inventory both subsurface and above ground infrastructure. They are the basis for a long term Asset Management Program and are helpful towards projecting and budgeting essential/critical projects. By identifying projects well in advance of failure, a public utility is able to rotate projects thus having less of an impact on utility rates. Spiking of rates occurs when there are numerous infrastructure failures in a short period of time. We are finding that Asset Management Plans are being required to secure funding under various Federal and State grant and loan programs.

Concurrences:

The State of New Hampshire and the United States Department of Agriculture are promoting and will eventually require public utilities to have Asset Management Plans. This is their way of guaranteeing that a long term investment on a specific utility related project is financially viable. Funding terms are typically dependent on the life of the asset which the grant or loan are supporting.

Fiscal Impact:

As utility infrastructure ages, there is the need to avoid failure which may impact delivery of critical/essential services. Proper long term planning using asset management, results in a lesser impact on the utility ratepayer. In order to accomplish this, I am recommending that the City take advantage on the two NHDES Asset Management Grant Programs while funding is available.

Alternatives:

Don't be proactive and run assets to failure. This is a dangerous approach and dooms a utility, impacting utility staff and the customer. Not approving Resolutions #19-18 will result in our inability to take advantage of NHDES Asset Management Grants while they are readily available. I feel it is important to move now. Key Municipal Services Department Staff is currently in place. These staff members have the institutional knowledge that should be taken advantage of before it is lost. Passage of this Resolution by the City Council is strongly recommended.

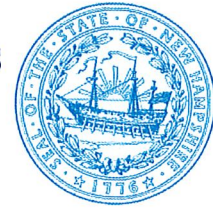
Enclosures:

- > NHDES Award Letter DWSRF
- > Resolution #19-18



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



January 22, 2018

Brian Sullivan
City of Franklin
43 West Bow Street
Franklin, NH 03235

Subject: 2018 Asset Management Planning Grant
Project# AM-71

Dear Mr. Sullivan,

Congratulations on your successful application to the 2018 Asset Management Planning Grant Program. The Department of Environmental Services intends to award a **100% matching grant for \$17,500** to the City of Franklin for this important project.

To award the grant funds we must enter into a grant agreement. Enclosed is the grant agreement paperwork. **Please review these documents carefully.** If everything is satisfactory please submit the following:

1. **Original signed and notarized Grant Agreement** (attached). Initial and date page 2 & 3.
2. **Original signed and notarized Certificate of Authority** (example attached).
3. **Certificate of Insurance**
4. **Match commitment letter** (prior to the Governor and Council's approval, the community is required to provide a letter stating that they are committed to providing 100% match).
5. **Bank Form**

Once the required paperwork is returned the process will begin for the G&C's approval. **Please note that any work funded by the grant cannot be completed until after the G&C's approval.** All paperwork needs to be in no later than **April 30, 2018**.

We look forward to working with you on your asset management project. Please feel free to contact me at 271-2472 or luis.adorno@des.nh.gov if you have any questions.

Sincerely,

Luis Adorno
Drinking Water and Groundwater Bureau

Enclosures: Grant Agreement
Exhibits
Checklist & Example Certificate



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

316 Central Street
Franklin, NH 03235

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

RESOLUTION #19-18

A Resolution granting the City Finance Director and/or City Manager the authority to file a Final Application under the State of New Hampshire, Drinking Water State Revolving Fund (DWSRF) Program for a "2018 Asset Management Planning Grant Project AM-71" designating authorized representative (s).

WHEREAS, the City of Franklin, New Hampshire after thorough consideration of the nature of its drinking water system needs, hereby determines that in order to continue endeavors towards further improvements to the Franklin Water Department an "Asset Management Program" is necessary and in the public interest, and to that end it is necessary to apply for assistance from the State of New Hampshire, Drinking Water State Revolving Fund (DWSRF) in an amount not to exceed \$17,500 with the City providing a 100% match.

NOW, THEREFORE, BE IT RESOLVED BY the Franklin City Council, Franklin, New Hampshire, the governing body of said City of Franklin, New Hampshire as follows:

1. That the person holding the positions of Finance Director and/or the City Manager, currently held by Judie Milner, is hereby designated as the Authorized Representative of the City of Franklin, NH for the purpose of filing a Final Grant Application, furnishing such information, data and documents pertaining to the applicant for a grant as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application and if such a grant can be made, is the designated Authorized Representative of the Applicant responsible for furnishing such information, data and documents pertaining to disbursements in order to secure grant funding.
2. That certified copies of this resolution be included as part of the final grant application.
3. That persons holding the following position(s) at the time of loan execution, are authorized to sign the final grant agreement binding the City of Franklin to the terms and conditions of the grant: Primary signatory being Judie Milner, Finance Director/Acting City Manager.
4. That if such a grant be made, the City of Franklin agrees to make provisions for assuming proper development and further implementation of a Water Department Asset Management Program for its above ground and subsurface drinking water infrastructure.
5. This Resolution is Non-Lapsing.

By a roll call vote.

Roll Call:

Resolution #19-18

Councilor Barton	_____	Councilor Desrochers	_____	Councilor Ribas	_____
Councilor Brown	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Moquin	_____	Councilor Zink	_____

Approved: _____
Mayor

Passed: _____

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

A true copy, attested: _____
City Clerk

Date: _____

CITY COUNCIL MEETING

AGENDA ITEM VII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

February 26, 2018

From: Judie Milner – Acting 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 Acting City Manager to dispose of the following through a bid process:

Map/Lot#	Location	Year Taken	Taxes Owed	Assessed Value	Recommended Minimum Bid
090-006-00	Hill Road	2013	2,749.45	6,100.00	2,800.00
090-007-00	Hill Road	2013	2,410.76	5,400.00	2,500.00
090-008-00	Hill Road	2013	2,661.22	6,100.00	2,700.00
090-009-00	Hill Road	2008	3,872.45	5,600.00	3,900.00
090-010-00	Hill Road	2008	3,674.29	5,400.00	3,700.00
090-011-00	Hill Road	2008	3,979.88	6,000.00	4,000.00
090-012-00	Hill Road	2008	3,674.29	5,400.00	3,700.00
090-013-00	Hill Road	2009	3,582.88	5,400.00	3,600.00
090-406-00	Hill Road	2009	9,440.30	17,600.00	9,500.00
110-001-00	Hill Road	2008	3,685.98	5,400.00	3,700.00
135-099-00	72 Pine Street	2017	29,583.02	123,700.00	30,000.00
			69,314.52	192,100.00	70,100.00

The options available to the Council include:

- Auction
- Bid Process
- Direct Sale

Suggested Motion:

Councilor moves, "I move to authorize the Acting City Manager to dispose of the following properties through a bid process with a minimum bid amount as shown and to further execute all closing documents required for the conclusion of the referenced sale:

Map/Lot#	Location	Recommended Minimum Bid
090-006-00	Hill Road	2,800.00
090-007-00	Hill Road	2,500.00
090-008-00	Hill Road	2,700.00
090-009-00	Hill Road	3,900.00
090-010-00	Hill Road	3,700.00
090-011-00	Hill Road	4,000.00
090-012-00	Hill Road	3,700.00
090-013-00	Hill Road	3,600.00
090-406-00	Hill Road	9,500.00
110-001-00	Hill Road	3,700.00
135-099-00	72 Pine Street	30,000.00
		<hr/> 70,100.00 <hr/>

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

Discussion:

The Hill Road properties are smaller, land only and all connected. I've had 2 people (the abutters on each side of the connected properties) inquire about these properties.

72 Pine Street was taken for taxes in 2017. I've had 5 separate inquiries to purchase the property. There were no findings when the property was inspected and Rocky Marsh has stated that the house is in very good condition.

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

The goal is to get the properties back on the tax rolls, recoup some of our expenses, and begin collecting taxes on the properties once again.

Fiscal Impact: Selling the properties will place them back on the tax rolls

Attachments/Exhibits: Tax deed
Tax card
Code enforcement report
Payoff calculations

Map/Lot#	Location	Recommended Minimum Bid
090-006-00	Hill Road	2,800.00
090-007-00	Hill Road	2,500.00
090-008-00	Hill Road	2,700.00
090-009-00	Hill Road	3,900.00
090-010-00	Hill Road	3,700.00
090-011-00	Hill Road	4,000.00
090-012-00	Hill Road	3,700.00
090-013-00	Hill Road	3,600.00
090-406-00	Hill Road	9,500.00
110-001-00	Hill Road	3,700.00
135-099-00	72 Pine Street	30,000.00
		70,100.00

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

Discussion:

The Hill Road properties are smaller, land only and all connected. I've had 2 people (the abutters on each side of the connected properties) inquire about these properties.

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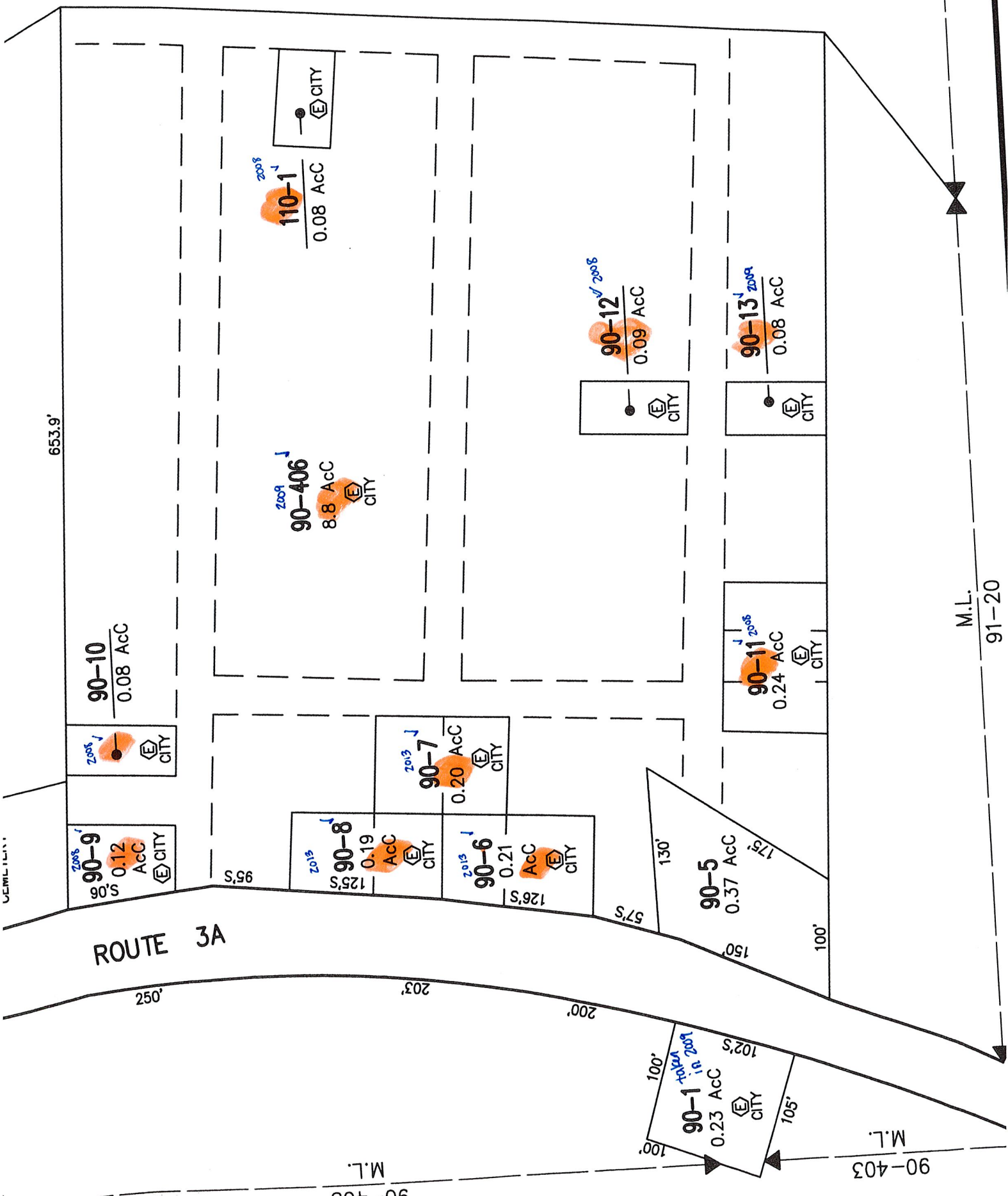
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The goal is to get the properties back on the tax rolls, recoup some of our expenses, and begin collecting taxes on the properties once again.

Fiscal Impact: Selling the properties will place them back on the tax rolls

Attachments/Exhibits: Tax deed
Tax card
Code enforcement report
Payoff calculations

HILL ROAD PROPERTIES



City of Franklin

Know all Men by these Presence

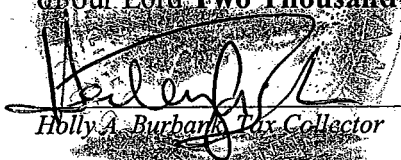
B
10.46
2.00

That I, Holly A. Burbank, Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year 2010 by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Two Hundred Seventy-Six Dollars and Seventy-Two Cents (\$276.72)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in 2010 to **Green Trust, Charles F. Bent III, Trustee** and described in the Invoice Books as:

**Land, Hill Road
Acreage: 1.450
Map 090 Lot 006-00**

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Twenty-Second Day of April 2011**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid.

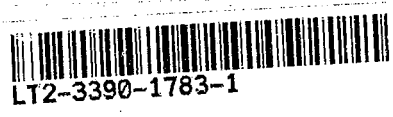
In Witness Whereof, I have hereunto set my hand and seal, the **Fifth Day of June**, in the year of our Lord **Two Thousand and Thirteen**.

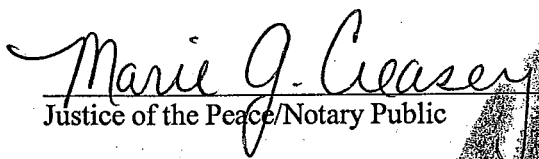

Holly A. Burbank, Tax Collector

State of New Hampshire, Merrimack, ss. June 5, 2013

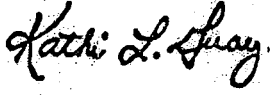
Personally appearing Holly A. Burbank above named, and acknowledges the foregoing instrument to be her voluntary act and deed. Before me,


LT1-2-201300012545-1


LT2-3390-1783-1


Justice of the Peace/Notary Public

MARIE G. CREASEY, Notary Public
State of New Hampshire
My Commission Expires 3/28/17

MERRIMACK COUNTY RECORDS
 CPO, Register

HILL ROAD	MAP/LOT:	090-006-00	ZONING: C	LIVING UNITS:	CLASS: R - 132	CARD # 1 OF 1
CURRENT OWNER/ADDRESS	NBHD ID: 102.00					
GREEN TRUST BENT III-TRUSTEE, CHARLES F	- ASSESSMENT INFORMATION -					
4 GREEN STREET FRANKLIN NH 03235	LAND DATA: TYPE LINEAR W.F.	SIZE	INFLUENCE FACTORS	%	LAND VALUE	PRIOR CURRENT
	PRIMARY	0.400	0 0 REST-NONCONF 0 0 0	-80	6,120	6,100 6,100
DEED BOOK: 2074 DEED PAGE: 733 DEED DATE: 19971020	TOT. ACRE	0.400	TOTAL LAND VALUE:			- PROPERTY VISIT HISTORY - UNIMP.PARCEL 20080627 RB UNIMP.PARCEL 20020618 RS UNIMP.PARCEL 20001129 AG UPDATE

Sale info not verified by assessor's office

SALES DATA:				PERMIT DATA:				ADDITION DATA:				Value	
Date	Type	Price	Valid	Date	#	Amount	Purpose	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
DWELLING DATA:													
Style:													
Story Ht.													
Attic:													
A													
B													
C													
D													
E													
F													
G													
H													
0													

VALUE FLAG:5

NOTES:

OUTBUILDING TOTAL:

MAP SHEET # F7 House Color: NATURAL

Franklin Fire Department

80

Code Enforcement Division

Request for Inspection:

Date: 5/29/13

Name: Green Trust

Telephone:

Location: Hill Rd.

Map: 090

Lot: 006

Zone

New Map #

Type of Inspection

Failed
Date

Approved
Date

Footing/Foundation		
Rough		
Insulation		
Fire Protection System		
Mechanical		
Final For CO		

Welfare Dept.		
New Business/Change of Use		

Other: Back Tax Insp. 5/29/13

Date Needed: 5/29/13

Time: PM

Comments: Vacant lot.

Copy to: City Clerk


Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Green Trust, Charles F. Bent III, Trustee

Map 090

Lot 006

Sub 000

Type: Land

0.4

LEVY YEAR DEEDED: 2010 DEED DATE: 6/5/2013 DATE DEED RECORDED: 06/07/2013

PAYOFF DATE: 1/31/2018 ASSESSED VALUE: 2013 \$ 6,100.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2010	Principal	\$ 174.17	Interest	\$ 65.97	Costs	\$ 36.58	Total	\$ 276.72
Year: 2011	Principal	\$ 175.06	Interest	\$ 38.07	Costs	\$ 12.00	Total	\$ 225.13
Year: 2012	Principal	\$ 180.16	Interest	\$ 6.84	Costs	\$ 8.38	Total	\$ 195.38
Year: 2013*	Principal	\$ 67.77	Interest	\$ -	Costs	\$ -	Total	\$ 67.77

*1st half only

Days from Deed to Payoff	1701	Interest	\$	263.66	PerDiem	\$	0.16					
Total Prior Tax	Principal	\$	597.16	Interest	\$	374.54	Costs	\$	56.96	Total	\$	1,028.66

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2013	Principal	\$ 82.29	Interest	\$ 40.50	PerDiem	\$ 0.03	Total	\$ 122.79
*2nd half Due	12/26/2013	1,497						
Year: 2014	Principal	\$ 75.03	Interest	\$ 32.12	PerDiem	\$ 0.02	Total	\$ 107.15
*1st Half Due	7/9/2014	1302						
Year: 2014	Principal	\$ 77.17	Interest	\$ 29.00	PerDiem	\$ 0.03	Total	\$ 106.17
*2nd half Due	12/15/2014	1,143						
Year: 2015	Principal	\$ 76.13	Interest	\$ 23.45	PerDiem	\$ 0.03	Total	\$ 99.58
*1st Half Due	7/9/2015	937						
Year: 2015	Principal	\$ 76.55	Interest	\$ 19.38	PerDiem	\$ 0.03	Total	\$ 95.93
*2nd half Due	12/23/2015	770						
Year: 2016	Principal	\$ 76.37	Interest	\$ 14.36	PerDiem	\$ 0.03	Total	\$ 90.73

City of Franklin

Know all Men by these Presence

B
1046
200

That I, Holly A. Burbank, Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year **2010** by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Two Hundred Eighteen Dollars and Forty-One Cents (\$218.41)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in 2010 to **Green Trust, Charles F. Bent III, Trustee** and described in the Invoice Books as:

**Land, Hill Road
Acreage: 0.170
Map 090 Lot 007-00**

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Twenty-Second Day of April 2011**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Fifth Day of June**, in the year of our Lord **Two Thousand and Thirteen**.

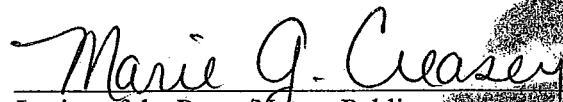

Holly A. Burbank, Tax Collector

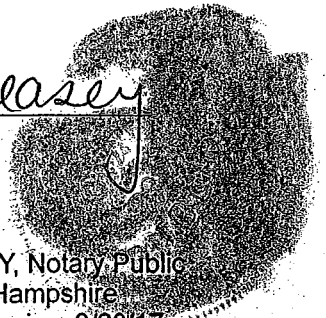
State of New Hampshire, Merrimack, ss. June 5, 2013

Personally appearing Holly A. Burbank above named, and acknowledges the foregoing instrument to be her voluntary act and deed. Before me,


LT1-2-201300012544-1


LT2-3390-1782-1


Justice of the Peace/Notary Public


MARIE G. CREASEY, Notary Public
State of New Hampshire
My Commission Expires 3/28/17

MERRIMACK COUNTY RECORDS

 CPO, Register

HILL ROAD	MAP/LOT:	090-007-00	ZONING: C	LIVING UNITS:	CLASS: R - 132	CARD # 1 OF 1
CURRENT OWNER/ADDRESS GREEN TRUST BENT III-TRUSTEE, CHARLES F 4 GREEN STREET FRANKLIN DEED BOOK: 2074 DEED PAGE: 733 DEED DATE: 19971020	NH 03235	LAND DATA: TYPE LINEAR W.F. PRIMARY TOT. ACRE	SIZE 0.170 0.170	INFLUENCE FACTORS REST-NONCONF TOTAL LAND VALUE:	% -80 5,400	LAND VALUE 5,380 5,400
		NBHD ID: 102.00			-	
		ASSESSMENT INFORMATION -			PRIOR	CURRENT
					LAND BUILDING TOTAL	5,400 5,400
					- PROPERTY VISIT HISTORY	-
					20080627 RB	UNIMP.PARCEL
					20020618 RS	UNIMP.PARCEL
					20001129 AG	UNIMP.PARCEL UPDATE

Sale info not verified by assessor's office

SALES DATA:				PERMIT DATA:			ADDITION DATA:					COST APPROACH COMPUTATIONS	
Date	Type	Price	Valid	Date	#	Amount	Purpose	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
DUELLING DATA:													
Style:													
Story Ht.													
Attic:													
Walls:													
Bedrooms:													
0													

VALUE FLAG:5

NOTES:
REAR LOT - NO FRONTAGE

OUTBUILDING TOTAL:

MAP SHEET # F7 House Color: NATURAL

Franklin Fire Department

86

Code Enforcement Division

Request for Inspection:

Date: 5/29/13

Name: Green Trust

Telephone:

Location: Hill Rd.

Map: 090

Lot: 007

Zone

New Map #

Type of Inspection

Failed
Date

Approved
Date

Footing/Foundation		
Rough		
Insulation		
Fire Protection System		
Mechanical		
Final For CO		

Welfare Dept.		
New Business/Change of Use		

Other: Back Tax Insp. 5/29/13

Date Needed: 5/29/13

Time: PM

Comments: Vacant lot.

Copy to: City Clerk


Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Green Trust, Charles F. Bent III, Trustee

Map 090

Lot 007

Sub 000

Type: Land

0.17

LEVY YEAR DEEDED: 2010 DEED DATE: 6/5/2013 DATE DEED RECORDED: 06/07/2013

PAYOFF DATE: 1/31/2018 ASSESSED VALUE: 2013 \$ 5,400.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2010	Principal	\$ 131.88	Interest	\$ 49.95	Costs	\$ 36.58	Total	\$ 218.41
Year: 2011	Principal	\$ 132.66	Interest	\$ 28.85	Costs	\$ 12.00	Total	\$ 173.51
Year: 2012	Principal	\$ 136.73	Interest	\$ 5.19	Costs	\$ 8.38	Total	\$ 150.30
Year: 2013*	Principal	\$ 60.00	Interest	\$ -	Costs	\$ -	Total	\$ 60.00

*1st half only

Days from Deed to Payoff	1701	Interest	\$	263.66	PerDiem	\$	0.16					
Total Prior Tax	Principal	\$	461.27	Interest	\$	347.65	Costs	\$	56.96	Total	\$	865.88

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2013	Principal	\$ 72.84	Interest	\$ 35.85	PerDiem	\$ 0.02	Total	\$ 108.69
*2nd half Due	12/26/2013	1,497						
Year: 2014	Principal	\$ 66.42	Interest	\$ 28.43	PerDiem	\$ 0.02	Total	\$ 94.85
*1st Half Due	7/9/2014	1302						
Year: 2014	Principal	\$ 68.31	Interest	\$ 25.67	PerDiem	\$ 0.02	Total	\$ 93.98
*2nd half Due	12/15/2014	1,143						
Year: 2015	Principal	\$ 67.39	Interest	\$ 20.76	PerDiem	\$ 0.02	Total	\$ 88.15
*1st Half Due	7/9/2015	937						
Year: 2015	Principal	\$ 67.77	Interest	\$ 17.16	PerDiem	\$ 0.02	Total	\$ 84.93
*2nd half Due	12/23/2015	770						
Year: 2016	Principal	\$ 67.61	Interest	\$ 12.71	PerDiem	\$ 0.02	Total	\$ 80.32

*1st Half Due	7/8/2016	572							
Year: 2016	Principal	\$	67.63	Interest	\$	8.58	PerDiem	\$	0.02
*2nd half Due	1/10/2017	386							
Year: 2017	Principal	\$	68.15	Interest	\$	4.66	PerDiem	\$	0.02
*1st Half Due	7/7/2017	208							
Year: 2017	Principal	\$	69.87	Interest	\$	0.94	PerDiem	\$	0.02
*2nd half Due	12/21/2017	41							

Total Subsequent Taxes:	Principal	\$	615.99	Interest	\$	154.77	PerDiem	\$	0.20
	Total								

Total Prior \$ 865.88

Total Subsequent \$ 770.76

Equalized Assessed Value \$ 5,400.00 Penalty Adjustment 10% \$ 540.00

*Other Charges prior to tax stamp \$ 216.18

PAYOFF PRIOR TO TAX STAMP:

TAX STAMP:

Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B, §40.00 Min

TOTAL PAYOFF:

* Other Charges to include deed preparation, legal and recording fees, etc. at time of sale

\$	10.00	Tax Collector's Deed
\$	12.46	Record Deed to City
\$	14.40	Repurchase Letter
\$	16.86	Insurance Premium
\$	12.46	Record Deed to Owner
\$	150.00	Attorney Fees (preparation of closing documents)

\$ 17.95

\$ 2,410.76

City of Franklin

Know all Men by these Presence

That I, Holly A. Burbank, Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year 2010 by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Two Hundred Forty Dollars and Eighteen Cents (\$240.18)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in 2010 to **Green Trust, Charles F. Bent III, Trustee** and described in the Invoice Books as:

B
10.46
2.00

Land, Hill Road
Acreage: 0.400
Map 090 Lot 008-00

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Twenty-Second Day of April 2011**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Fifth Day of June**, in the year of our Lord **Two Thousand and Thirteen**.

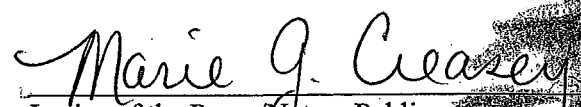

Holly A. Burbank Tax Collector

State of New Hampshire, Merrimack, ss. June 5, 2013

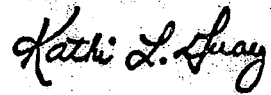
Personally appearing Holly A. Burbank above named, and acknowledges the foregoing instrument to be her voluntary act and deed. Before me,


LT1-2-201300012543-1


LT2-3390-1781-1


Justice of the Peace/Notary Public

MARIE G. CREASEY Notary Public
State of New Hampshire
My Commission Expires 3/28/17

MERRIMACK COUNTY RECORDS
 CPO, Register

05/17/13 10:05:37 AM

RESIDENTIAL ASSESSMENT

FRANKLIN, NEW HAMPSHIRE

EFFECTIVE DATE OF VALUE: APRIL 1, 2013

HILL ROAD	MAP/LOT: 090-008-00	ZONING: C	LIVING UNITS:	CLASS: R - 132	CARD # 1 OF 1	NBHD ID: 102.00
CURRENT OWNER/ADDRESS GREEN TRUST BENT III-TRUSTEE, CHARLES F 4 GREEN STREET FRANKLIN NH 03235	LAND DATA: TYPE LINEAR W.F. PRIMARY TOT. ACRE 0.400	SIZE 0.400	INFLUENCE FACTORS 0 0 0 REST-NONCONF 0 0 0 0	% -80	LAND VALUE 6,120	ASSESSMENT INFORMATION - PRIOR 6,100 CURRENT 6,100 LAND BUILDING TOTAL 6,100
DEED BOOK: 2074 DEED PAGE: 733 DEED DATE: 19971020			TOTAL LAND VALUE:	6,100		- PROPERTY VISIT HISTORY - 20080627 R8 UNIMP.PARCEL 20020618 RS UNIMP.PARCEL 20001129 AG UNIMP.PARCEL UPDATE

Sale info not verified by assessor's office

SALES DATA:

Date Type Price Valid Date # Amount Purpose

PERMIT DATA:

ADDITION DATA:

Lower Level	First Floor	Second Floor	Third Floor	Area	Value
A					00
B					00
C					00
D					00
E					00
F					00
G					00
H				0	00

DWELLING DATA:

Style:
Story Ht.
Attic:
Walls:
Bedrooms:
Total Rooms:
Full Baths:
Half Baths:
Add'l Fixtures:
Total Fixtures:
Basement:
Fin Bsmt. Living Area:
Basement Rec Room Area:
Heating System:
Heating Type:
FIREPLACE #B: / Mtl: /
Basement Garage (# cars)
Ground Flr Area:
Total Living Area:
Quality Grade:
Condition:
Marketability:
Year Built:
Eff. Year Built:
Unfinished Area:
Unheated Area:

COST APPROACH COMPUTATIONS
Base Price
Plumbing
Additions
Unfin. Area
Basement
Attic
Heat/AC Adj.
FBLA
Rec Rm
Fireplace
Bsmt. Gar.
SUBTOTAL
Grade Factor
C & D Factor
TOTAL RCN
% Good
Market Adj.
Ecnom Obscn
Functn Obscn
Nbhd/Style Adj.
Under Constcn %
TOTAL RCNLD

OUTBUILDING DATA

Type Qty Yr Size1 Size2 Grd Cond Ma Value

VALUE FLAG:5

NOTES:

OUTBUILDING TOTAL:

MAP SHEET # F7 House Color: NATURAL

Franklin Fire Department

8c

Code Enforcement Division

Request for Inspection:

Date: 5/29/13

Name: Green Trust

Telephone:

Location: Hill Rd.

Map: 090

Lot: 008

Zone

New Map #

Type of Inspection

Failed
Date

Approved
Date

Footing/Foundation		
Rough		
Insulation		
Fire Protection System		
Mechanical		
Final For CO		

Welfare Dept.		
New Business/Change of Use		

Other: Back Tax Insp.		5/29/13
-----------------------	--	---------

Date Needed: 5/29/13

Time: PM

Comments: Vacant lot.

Copy to: City Clerk

Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Green Trust, Charles F. Bent III, Trustee

Map 090

Lot 008

Sub 000

Type: Land

0.4

LEVY YEAR DEEDED: 2010

DEED DATE:

6/5/2013 DATE DEED RECORDED: 06/07/2013

PAYOFF DATE:

1/31/2018

ASSESSED VALUE: 2013

\$ 6,100.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2010	Principal	\$ 147.67	Interest	\$ 55.93	Costs	\$ 36.58	Total	\$ 240.18
Year: 2011	Principal	\$ 148.56	Interest	\$ 32.31	Costs	\$ 12.00	Total	\$ 192.87
Year: 2012	Principal	\$ 153.16	Interest	\$ 5.82	Costs	\$ 8.38	Total	\$ 167.36
Year: 2013*	Principal	\$ 67.77	Interest	\$ -	Costs	\$ -	Total	\$ 67.77

*1st half only

Days from Deed to Payoff

1701

Interest

\$ 0.16

\$ 263.66

PerDiem

Total Prior Tax

\$

517.16

Interest

\$ 357.72

Costs

\$ 56.96

Total

\$ 931.84

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2013	Principal	\$ 82.29	Interest	\$ 40.50	PerDiem	\$ 0.03	Total	\$ 122.79
*2nd half Due	12/26/2013	1,497						
Year: 2014	Principal	\$ 75.03	Interest	\$ 32.12	PerDiem	\$ 0.02	Total	\$ 107.15
*1st Half Due	7/9/2014	1302						
Year: 2014	Principal	\$ 83.89	Interest	\$ 31.52	PerDiem	\$ 0.03	Total	\$ 115.41
*2nd half Due	12/15/2014	1,143						
Year: 2015	Principal	\$ 76.13	Interest	\$ 23.45	PerDiem	\$ 0.03	Total	\$ 99.58
*1st Half Due	7/9/2015	937						
Year: 2015	Principal	\$ 76.55	Interest	\$ 19.38	PerDiem	\$ 0.03	Total	\$ 95.93
*2nd half Due	12/23/2015	770						
Year: 2016	Principal	\$ 76.37	Interest	\$ 14.36	PerDiem	\$ 0.03	Total	\$ 90.73

*1st Half Due	7/8/2016	572										
Year: 2016	Principal	\$	77.53	Interest	\$	9.84	PerDiem	\$	0.03	Total	\$	87.37
*2nd half Due	1/10/2017	386										
Year: 2017	Principal	\$	76.98	Interest	\$	5.26	PerDiem	\$	0.03	Total	\$	82.24
*1st Half Due	7/7/2017	208										
Year: 2017	Principal	\$	78.94	Interest	\$	1.06	PerDiem	\$	0.03	Total	\$	80.00
*2nd half Due	12/21/2017	41										

Total Subsequent Taxes:	Principal	\$	703.71	Interest	\$	177.50	PerDiem	\$	0.23	Total	\$	881.21
-------------------------	-----------	----	--------	----------	----	--------	---------	----	------	-------	----	--------

Total Prior \$ 931.84

Total Subsequent \$ 881.21

Equalized Assessed Value \$ 6,100.00 Penalty Adjustment 10% \$ 610.00

*Other Charges prior to tax stamp \$ 218.37

PAYOFF PRIOR TO TAX STAMP: \$ 2,641.41

TAX STAMP: \$ 19.81

Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B:40.00 Min

TOTAL PAYOFF: \$ 2,661.22

* Other Charges to include deed preparation, legal and recording fees, etc. at time of sale

\$	10.00	Tax Collector's Deed
\$	12.46	Record Deed to City
\$	14.40	Repurchase Letter
\$	19.05	Insurance Premium
\$	12.46	Record Deed to Owner
\$	150.00	Attorney Fees (preparation of closing documents)

④ City of Franklin

B
1044
2-

Doch: 708411
Book: 3064 Pages: 0669
05/08/2008 9:33AM

Book 3064 Page 669



Know all Men by these Presence

That I, Cynthia M. Torsey Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year 2005 by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Eighty Six Dollars and Thirty-four cents (\$86.34)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in 2005 to **City of Franklin** and described in the Invoice Books as:

**Land, Hill Road
Acreage: 0.127
Map 090, Lot 009-00**

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Tenth day of April 2006**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Twenty-eighth day of April**, in the year of our Lord **Two Thousand and Eight**.
Signed, Sealed, and Delivered in the presence of:

Marie Morang

Deborah Kulacz

Wanda Beebe

Cynthia M. Torsey, Tax Collector

State of New Hampshire Merrimack ss. April 28, 2008
Personally appearing Cynthia M. Torsey aboved named,
And acknowledge the foregoing instrument to be her voluntary act and deed. Before me,

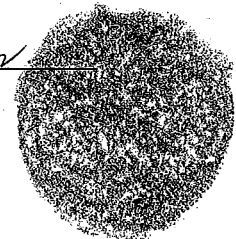
MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

Sarah J. Buragon
Justice of the Peace/Notary Public

Notary
My Commission

ss
New Hampshire
December 3, 2008



RESIDENTIAL PROPERTY RECORD CARD

FRANKLIN, NEW HAMPSHIRE

EFFECTIVE DATE OF VALUE: April 1, 2007

HILL RD	MAP/LOT:	090-009-00	ZONING: C	LIVING UNITS:	CLASS: R - 132	CARD # 1 OF 1															
CURRENT OWNER/ADDRESS		NBHD ID: 102.00																			
ZANNONI HENRI E DISTASIO, DINA M		- ASSESSMENT INFORMATION -																			
PO BOX 306 DRACUT		<table border="1"> <thead> <tr> <th>INFLUENCE FACTORS</th> <th>%</th> <th>LAND VALUE</th> <th>PRIOR</th> <th>CURRENT</th> </tr> </thead> <tbody> <tr> <td>SHAPE/SIZE</td> <td>-80</td> <td>5,570</td> <td>5,000</td> <td>5,600</td> </tr> <tr> <td>TOTAL LAND VALUE:</td> <td></td> <td>5,600</td> <td>5,000</td> <td>5,600</td> </tr> </tbody> </table>					INFLUENCE FACTORS	%	LAND VALUE	PRIOR	CURRENT	SHAPE/SIZE	-80	5,570	5,000	5,600	TOTAL LAND VALUE:		5,600	5,000	5,600
INFLUENCE FACTORS	%	LAND VALUE	PRIOR	CURRENT																	
SHAPE/SIZE	-80	5,570	5,000	5,600																	
TOTAL LAND VALUE:		5,600	5,000	5,600																	
DEED BOOK: 2704 DEED PAGE: 1012 DEED DATE: 20040924		- DATA COLLECTION INFORMATION - 20020618 RS ENTRY + SIGN 20010215 RV ENTRY + SIGN																			
Sale info not verified by assessor's office																					
SALES DATA:																					
Date	Type	Price	Valid	Date	#	Purpose															
20040924	LAND ONLY		4,000	L																	
20040907	LAND ONLY		100	L																	
DWELLING DATA:																					
Style:																					
Story Ht.																					
Attic:																					
Walls:																					
Bedrooms:																					
Total Rooms:																					
Full Baths:																					
Half Baths:																					
Add'l Fixtures:																					
Total Fixtures:																					
Basement:																					
Fin Bsmt. Living Area:																					
Basement Rec Room Area:																					
Heating System:																					
Heating Type:																					
TOTAL FIREPLACES:																					
Basement Garage (# cars)																					
Ground Flr Area:																					
Total Living Area:																					
Quality Grade:																					
Condition:																					
Marketability:																					
Year Built:																					
Eff. Year Built:																					
Unfinished Area:																					
Unheated Area:																					
COST APPROACH COMPUTATIONS																					
Base Price																					
Plumbing																					
Additions																					
Unfin. Area																					
Basement																					
Attic																					
Heat/AC Adj.																					
FBLA																					
Rec Rm																					
Fireplace																					
Bsmt. Gar.																					
SUBTOTAL																					
Grade Factor																					
C & D factor																					
TOTAL RCN																					
% Good																					
Market Adj.																					
TOTAL RCNLD																					
OUTBUILDING DATA																					
Type	Qty	Yr	Size1	Size2	Grd	Cond Ma Value															
OUTBUILDING TOTAL:																					
VALUE FLAG: 5																					
NOTES:																					
HILL RD																					
9/04 - PURCHASED AT AUCTION																					

OUTBUILDING TOTAL:

VALUE FLAG: 5

NOTES:

HILL RD

9/04 - PURCHASED AT AUCTION

Franklin Fire Department Code Enforcement Division

Request for Inspection:

Date: 4/18/08

Name: Zannoni, Henry E. Distasio, Jim M. Telephone #:

Location: Hill Rd., 13 Acre Map: 090 Lot: 009

Type of Inspection	Failed Date	Approved Date
Footing		
Rough		
Insulation		
Fire Protection System		
Final for CO		
Other: <u>Tax Deed</u>		<u>4/18/08</u>

Date Needed:

Comments: Vacant land. Nothing remarkable.

Copy to: Cindy Torsey / City Clerk

[Signature]

Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Zannoni Jr., Henri E & Distasio, Dina

Map 090

Lot 009

Sub 000

Type: Land
.12 Acres

LEVY YEAR DEEDED: 2005 DEED DATE: 4/28/2008 DATE DEED RECORDED: 05/08/2008

PAYOFF DATE: 1/31/2018 **ASSESSED VALUE:** 2007 \$ 5,600.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2005	Principal	\$ 86.34	Interest	\$ 32.27	Costs	\$ 132.00	Total	\$ 250.61
Year: 2006	Principal	\$ 83.17	Interest	\$ 16.16	Costs	\$ 48.75	Total	\$ 148.08
Year: 2007	Principal	\$ 114.12	Interest	\$ 1.42	Costs	\$ -	Total	\$ 115.54

Days from Deed to Payoff	3565	Interest	\$ 552.58	PerDiem	\$ 0.16		
Total Prior Tax	Principal	\$ 283.63	Interest	\$ 602.43	Costs	\$ 180.75	Total
						\$ 1,066.81	

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2008	Principal	\$ 50.51	Interest	\$ 58.04	PerDiem	\$ 0.02	Total	\$ 108.55
*1st Half Due	7/7/2008	3495						
Year: 2008	Principal	\$ 50.18	Interest	\$ 55.17	PerDiem	\$ 0.02	Total	\$ 105.35
*2nd half Due	12/5/2008	3,344						
Year: 2009	Principal	\$ 50.34	Interest	\$ 51.90	PerDiem	\$ 0.02	Total	\$ 102.24
*1st Half Due	7/1/2009	3136						
Year: 2009	Principal	\$ 64.96	Interest	\$ 63.24	PerDiem	\$ 0.02	Total	\$ 128.20
*2nd half Due	12/23/2009	2,961						
Year: 2010	Principal	\$ 57.68	Interest	\$ 52.55	PerDiem	\$ 0.02	Total	\$ 110.23
*1st Half Due	7/1/2010	2771						
Year: 2010	Principal	\$ 60.70	Interest	\$ 51.83	PerDiem	\$ 0.02	Total	\$ 112.53
*2nd half Due	12/22/2010	2,597						
Year: 2011	Principal	\$ 59.19	Interest	\$ 46.82	PerDiem	\$ 0.02	Total	\$ 106.01

*1st Half Due	7/1/2011	2406							
Year: 2011	Principal	\$	61.32	Interest	\$	45.02	PerDiem	\$	106.34
*2nd half Due	12/21/2011	2,233							
Year: 2012	Principal	\$	60.26	Interest	\$	40.40	PerDiem	\$	100.66
*1st Half Due	7/2/2012	2039							
Year: 2012	Principal	\$	64.17	Interest	\$	39.62	PerDiem	\$	103.79
*2nd half Due	12/10/2012	1,878							
Year: 2013	Principal	\$	62.22	Interest	\$	34.26	PerDiem	\$	96.48
*1st Half Due	7/1/2013	1675							
Year: 2013	Principal	\$	75.54	Interest	\$	37.18	PerDiem	\$	112.72
*2nd half Due	12/26/2013	1,497							
Year: 2014	Principal	\$	68.88	Interest	\$	29.48	PerDiem	\$	98.36
*1st Half Due	7/9/2014	1302							
Year: 2014	Principal	\$	70.84	Interest	\$	26.62	PerDiem	\$	97.46
*2nd half Due	12/15/2014	1,143							
Year: 2015	Principal	\$	69.89	Interest	\$	21.53	PerDiem	\$	91.42
*1st Half Due	7/9/2015	937							
Year: 2015	Principal	\$	70.28	Interest	\$	17.79	PerDiem	\$	88.07
*2nd half Due	12/23/2015	770							
Year: 2016	Principal	\$	70.11	Interest	\$	13.18	PerDiem	\$	83.29
*1st Half Due	7/8/2016	572							
Year: 2016	Principal	\$	71.18	Interest	\$	9.03	PerDiem	\$	80.21
*2nd half Due	1/10/2017	386							
Year: 2017	Principal	\$	70.67	Interest	\$	4.83	PerDiem	\$	75.50
*1st Half Due	7/7/2017	208							
Year: 2017	Principal	\$	72.47	Interest	\$	0.98	PerDiem	\$	73.45
*2nd half Due	12/21/2017	41							
Total Subsequent Taxes:	Principal	\$	1,281.39	Interest	\$	699.47	PerDiem	\$	1,980.86
Total Prior									
Total Subsequent									

② City of Franklin

Doc#: 708410
Book: 3064 Pages: 0668
05/08/2008 9:33AM

Book 3064 Page 668

B
10.41
2-



LT1-2-708410-1



LT2-3064-668-1

Know all Men by these Presence

That I, Cynthia M. Torsey Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year **2005** by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Fifty Nine Dollars and Eighty Two Cents (\$59.82)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in **2005 to City of Franklin** and described in the Invoice Books as:

Land, Hill Road
Acreage: 0.087
Map 090, Lot 010-00

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Tenth day of April 2006**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Twenty-eighth day of April**, in the year of our Lord **Two Thousand and Eight**.

Signed, Sealed, and Delivered in the presence of:

Marie Morang

Deborah Kulacz

Wanda Beebe

Cynthia M. Torsey, Tax Collector

State of New Hampshire
Personally appearing

Merrimack
Cynthia M. Torsey

ss. April 28, 2008

aboved named,

And acknowledge the foregoing instrument to be her voluntary act and deed. Before me,

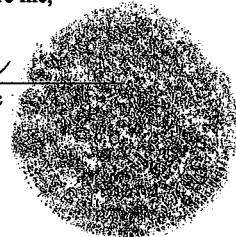
MERRIMACK COUNTY RECORDS

Kaci L. Gray, CPO, Register

Notary
My Commission:

Sarah J. Buxton
Justice of the Peace/Notary Public

ss
New Hampshire
member 3, 2008



Franklin Fire Department Code Enforcement Division

Request for Inspection:

Date: 4/18/08

Name: Zannonis, Henry E. Disksio, Dina M. Telephone #:


Location: Hill Rd. .09 Ac. Map: 090 Lot: 010

Type of Inspection	Failed Date	Approved Date
Footing		
Rough		
Insulation		
Fire Protection System		
Final for CO		
Other: <u>Tax Deed</u>		<u>4/18/08</u>

Date Needed:

Comments: Vacant land. Nothing remarkable.

Copy to: Cindy Torsey / City Clerk


Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Zannoni Jr., Henri E & Distasio, Dina

Map 090

Lot 010

Sub 000

Type: Land
.08 Acres

LEVY YEAR DEEDED: 2005

DEED DATE: 4/28/2008 DATE DEED RECORDED: 05/08/2008

PAYOFF DATE:

1/31/2018

ASSESSED VALUE: 2007

\$ 5,400.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2005	Principal	\$ 59.82	Interest	\$ 22.36	Costs	\$ 132.00	Total	\$ 214.18
Year: 2006	Principal	\$ 56.47	Interest	\$ 10.97	Costs	\$ 13.00	Total	\$ 80.44
Year: 2007	Principal	\$ 113.84	Interest	\$ 1.12	Costs	\$ -	Total	\$ 114.96

Days from Deed to Payoff 3565

Interest \$ 552.58 PerDiem \$ 0.16

Total Prior Tax

Principal \$ 230.13 Interest \$ 587.03 Costs \$ 145.00 Total \$ 962.16

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2008	Principal	\$ 48.71	Interest	\$ 55.97	PerDiem	\$ 0.02	Total	\$ 104.68
*1st Half Due	7/7/2008	3495						
Year: 2008	Principal	\$ 48.38	Interest	\$ 53.19	PerDiem	\$ 0.02	Total	\$ 101.57
*2nd half Due	12/5/2008	3,344						
Year: 2009	Principal	\$ 48.55	Interest	\$ 50.06	PerDiem	\$ 0.02	Total	\$ 98.61
*1st Half Due	7/1/2009	3136						
Year: 2009	Principal	\$ 62.64	Interest	\$ 60.98	PerDiem	\$ 0.02	Total	\$ 123.62
*2nd half Due	12/23/2009	2,961						
Year: 2010	Principal	\$ 55.62	Interest	\$ 50.67	PerDiem	\$ 0.02	Total	\$ 106.29
*1st Half Due	7/1/2010	2771						
Year: 2010	Principal	\$ 58.54	Interest	\$ 49.98	PerDiem	\$ 0.02	Total	\$ 108.52
*2nd half Due	12/22/2010	2,597						
Year: 2011	Principal	\$ 57.08	Interest	\$ 45.15	PerDiem	\$ 0.02	Total	\$ 102.23

[illegible]

Equalized Assessed Value \$ 5,400.00 Penalty Adjustment 10% \$ 540.00

*Other Charges prior to tax stamp

\$ 234.66

PAYOFF PRIOR TO TAX STAMP:

\$ 3,646.94

TAX STAMP:

\$ 27.35

Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B. \$40.00 Min

TOTAL PAYOFF:

\$ 3,674.29

* Other Charges to include deed preparation, legal and recording fees, etc. at time of sale

- \$ 10.00 Tax Collector's Deed
- \$ 12.46 Record Deed to City
- \$ 14.40 Repurchase Letter
- \$ 35.34 Insurance Premium
- \$ 12.46 Record Deed to Owner
- \$ 150.00 Attorney Fees (preparation of closing documents)

② City of Franklin

Doc#: 708409
Book: 3064 Pages: 0667
05/08/2008 9:33AM

Book 3064 Page 667

B
10.41
2



LT1-2-708409-1



LT2-3064-667-1

Know all Men by these Presence

That I, Cynthia M. Torsey Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year 2005 by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Sixty Seven Dollars and No/100 Cents (\$67.00)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in 2005 to **City of Franklin** and described in the Invoice Books as:

**Land, Hill Road
Acreage: 0.247
Map 090, Lot 011-00**

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Tenth day of April 2006**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Twenty-eighth day of April**, in the year of our Lord **Two Thousand and Eight**.

Signed, Sealed, and Delivered in the presence of:

Marie Morang

Deborah Kulacz

Wanda Beebe

Cynthia M. Torsey, Tax Collector

State of New Hampshire Merrimack ss. April 28, 2008
Personally appearing Cynthia M. Torsey aboved named,
And acknowledge the foregoing instrument to be her voluntary act and deed. Before me,

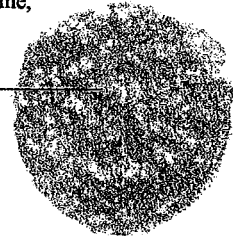
Justice of the Peace/Notary Public

MERRIMACK COUNTY RECORDS

Kelli L. Gray, CPO, Register

Notary Public
My Commission Expires

New Hampshire
September 3, 2008



RESIDENTIAL PROPERTY RECORD CARD

FRANKLIN, NEW HAMPSHIRE

EFFECTIVE DATE OF VALUE: April 1, 2007

HILL RD	MAP/LOT:	090-011-00	ZONING: C	LIVING UNITS:	CLASS: R - 132	CARD # 1 OF 1
CURRENT OWNER/ADDRESS		LAND DATA:		NBHD ID: 102.00		
ZANNONI, HENRI E DASTASIO, DINA M		TYPE LINEAR W.F.		- ASSESSMENT INFORMATION -		
PO BOX 306 DRACUT		SIZE 0.247		PRIORITY CURRENT		
MA 01826		PRIMARY		LAND BUILDING TOTAL		
		TOT. ACRE 0.247		5,400 5,400 6,000 6,000		
DEED BOOK: 2698 DEED PAGE: 1489 DEED DATE: 20040907				- DATA COLLECTION INFORMATION - 20020618 RS ENTRY + SIGN 20010226 ET ENTRY + SIGN		

Sale info not verified by assessor's office

SALES DATA:

PERMIT DATA:

Date	Type	Price	Valid	Date	#	Amount	Purpose
20040907	LAND ONLY		4,000	L			
20040907	LAND ONLY		1	L			

DWELLING DATA:

Style:
Story Ht.
Attic:
Walls:
Bedrooms:
Total Rooms:
Full Baths:
Half Baths:
Add'l Fixtures:
Total Fixtures:
Basement:
Fin Bsmt. Living Area:
Basement Rec Room Area:
Heating System:
Heating Type:
TOTAL FIREPLACES:
Basement Garage (# cars)
Ground Fir Area:
Total Living Area:
Quality Grade:
Condition:
Marketability:
Year Built:
Eff. Year Built:
Unfinished Area:
Unheated Area:

COST APPROACH COMPUTATIONS

Base Price
Plumbing
Additions
Unfin. Area
Basement
Attic
Heat/AC Adj.
FBLA
Rec Rm
Fireplace
Bsmt. Gar.
SUBTOTAL
Grade Factor
C & D factor
TOTAL RCN
% Good
Market Adj.
TOTAL RCNLD

OUTBUILDING DATA

Type	Qty	Yr	Size1	Size2	Grd	Cond	Ma	Value
TOTAL RCNLD								

ADDITION DATA:

Lower Level	First Floor	Second Floor	Third Floor	Area	Value
A					00
B					00
C					00
D					00
E					00
F					00
G					00
H				0	00

VALUE FLAG: 5

NOTES:

HILL RD
9/04 - PURCHASED AT AUCTION

OUTBUILDING TOTAL:

Franklin Fire Department Code Enforcement Division

Request for Inspection:

Date: 4/18/08

Name: Zannoni, Henry E. Ostasio, Anna M. Telephone #:

Location: Hill Rd 25 Ac Map: 090 Lot: 011

Type of Inspection	Failed Date	Approved Date
Footing		
Rough		
Insulation		
Fire Protection System		
Final for CO		
Other: <u>Tax Deed</u>		<u>4/18/08</u>

Date Needed:

Comments: Vacant land. Nothing remarkable.

Copy to: Cindy Torsey / City Clerk

[Signature]

Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Zannoni Jr., Henri E & Distasio, Dina

Map 090

Lot 011

Sub 000

Type: Land
.24 Acres

LEVY YEAR DEEDED: 2005 DEED DATE: 4/28/2008 DATE DEED RECORDED: 05/08/2008

PAYOFF DATE: 1/31/2018 **ASSESSED VALUE:** 2007 \$ 6,000.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2005	Principal	\$ 67.00	Interest	\$ 25.05	Costs	\$ 132.00	Total	\$ 224.05
Year: 2006	Principal	\$ 61.21	Interest	\$ 11.89	Costs	\$ 13.00	Total	\$ 86.10
Year: 2007	Principal	\$ 125.35	Interest	\$ 1.24	Costs	\$ -	Total	\$ 126.59

Days from Deed to Payoff	3565	Interest	\$ 552.58	PerDiem	\$ 0.16		
Total Prior Tax	Principal	\$ 253.56	Interest	\$ 590.76	Costs	\$ 145.00	Total \$ 989.32

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2008	Principal	\$ 54.12	Interest	\$ 62.19	PerDiem	\$ 0.02	Total	\$ 116.31
*1st Half Due	7/7/2008	3495						
Year: 2008	Principal	\$ 53.76	Interest	\$ 59.10	PerDiem	\$ 0.02	Total	\$ 112.86
*2nd half Due	12/5/2008	3,344						
Year: 2009	Principal	\$ 53.94	Interest	\$ 55.61	PerDiem	\$ 0.02	Total	\$ 109.55
*1st Half Due	7/1/2009	3136						
Year: 2009	Principal	\$ 69.60	Interest	\$ 67.75	PerDiem	\$ 0.02	Total	\$ 137.35
*2nd half Due	12/23/2009	2,961						
Year: 2010	Principal	\$ 61.80	Interest	\$ 56.30	PerDiem	\$ 0.02	Total	\$ 118.10
*1st Half Due	7/1/2010	2771						
Year: 2010	Principal	\$ 65.04	Interest	\$ 55.53	PerDiem	\$ 0.02	Total	\$ 120.57
*2nd half Due	12/22/2010	2,597						
Year: 2011	Principal	\$ 63.42	Interest	\$ 50.17	PerDiem	\$ 0.02	Total	\$ 113.59

[illegible]

Equalized Assessed Value	\$	6,000.00	Penalty Adjustment	10%	\$	600.00
*Other Charges prior to tax stamp						
	\$				\$	238.58

PAYOFF PRIOR TO TAX STAMP:

TAX STAMP:

Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B, \$40.00 Min

TOTAL PAYOFF:

* Other Charges to include deed preparation, legal and recording fees, etc. at time of sale

\$	10.00	Tax Collector's Deed
\$	12.46	Record Deed to City
\$	14.40	Repurchase Letter
\$	39.26	Insurance Premium
\$	12.46	Record Deed to Owner
\$	150.00	Attorney Fees (preparation of closing documents)

\$ 3,950.25

\$ 29.63

\$ 3,979.88

① City of Franklin
316 Central St
Franklin, NH
03235

Doc#: 708408
Book: 3064 Pages: 0666
05/08/2008 9:33AM

Book 3064 Page 666

B
10:41
2-



LT1-2-708408-1



LT2-3064-666-1

Know all Men by these Presence

That I, Cynthia M. Torsey Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year 2005 by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Fifty Nine Dollars and Eighty Two Cents (\$59.82)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in 2005 to **City of Franklin** and described in the Invoice Books as:

Land, Hill Road
Acreage: 0.083
Map 090, Lot 012-00

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Tenth day of April 2006**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Twenty-eighth day of April**, in the year of our Lord **Two Thousand and Eight**.

Signed, Sealed, and Delivered in the presence of:

Marie Morang

Deborah Kulacz

Wanda Beebe

Cynthia M. Torsey, Tax Collector

State of New Hampshire Merrimack
Personally appearing Cynthia M. Torsey

ss. April 28, 2008

aboved named,

And acknowledge the foregoing instrument to be her voluntary act and deed. Before me,

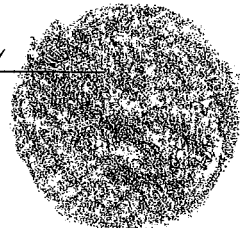
MERRIMACK COUNTY RECORDS

Kaci L. Gray, CPO, Register

Justice of the Peace/Notary Public

Notary
My Commission

New Hampshire
Commissioner 3, 2008



RESIDENTIAL PROPERTY RECORD CARD

FRANKLIN, NEW HAMPSHIRE

EFFECTIVE DATE OF VALUE: April 1, 2007

HILL RD	MAP/LOT: 090-012-00	ZONING: C	LIVING UNITS:	CLASS: R - 132	CARD # 1 OF 1
CURRENT OWNER/ADDRESS ZANNONI, HENRI E DISTASIO, DINA M PO BOX 306 DRACUT MA 01826			NBHD ID: 102.00 - ASSESSMENT INFORMATION - PRIORITY CURRENT LAND BUILDING 4,900 5,400 TOTAL 4,900 5,400		
DEED BOOK: 2698 DEED PAGE: 1487 DEED DATE: 20040907			- DATA COLLECTION INFORMATION - 20020618 RS ENTRY + SIGN 20010226 ET ENTRY + SIGN		

Sale info not verified by assessor's office

SALES DATA:

PERMIT DATA:

Date	Type	Price	Valid	Date	#	Amount	Purpose
20040907	LAND ONLY	4,000	L				
20040907	LAND ONLY	100	L				

ADDITION DATA:

Lower Level	First Floor	Second Floor	Third Floor	Area	Value
A					00
B					00
C					00
D					00
E					00
F					00
G					00
H				0	00

DWELLING DATA:

Style:
Story Ht.
Attic:
Walls:
Bedrooms:
Total Rooms:
Full Baths:
Half Baths:
Add'l Fixtures:
Total Fixtures:
Basement:
Fin Bsmt. Living Area:
Basement Rec Room Area:
Heating System:
Heating Type:
TOTAL FIREPLACES: /
Basement Garage (# cars)
Ground Flr Area:
Total Living Area:
Quality Grade:
Condition:
Marketability:
Year Built:
Eff. Year Built:
Unfinished Area:
Unheated Area:

COST APPROACH COMPUTATIONS

Base Price
Plumbing
Additions
Unfin. Area
Basement
Attic
Heat/AC Adj.
FBLA
Rec Rm
Fireplace
Bsmt. Gar.
SUBTOTAL
Grade Factor
C & D factor
TOTAL RCN
% Good
Market Adj.
TOTAL RCNLD

OUTBUILDING DATA

Type	Qty	Yr	Size1	Size2	Grd	Cond	Ma	Value
------	-----	----	-------	-------	-----	------	----	-------

VALUE FLAG: 5

NOTES:
HILL RD
9/04 - PURCHASED AT AUCTION

OUTBUILDING TOTAL:

Franklin Fire Department Code Enforcement Division

Request for Inspection:

Date: 4/18/08

Name: Zannoni, Henri E. Ojstasjo, Dina M. Telephone #:

Location: Hill Rd. .08 Ac. Map: 090 Lot: 012

Type of Inspection

Failed
Date

Approved
Date

Footing		
Rough		
Insulation		
Fire Protection System		
Final for CO		
Other: <u>Tax Deed</u>		<u>4/18/08</u>

Date Needed:

Comments: Vacant land. Nothing remarkable.

Copy to: Cindy Torsey / City Clerk

[Signature]

Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Zannoni Jr., Henri E & Distasio, Dina

Map 090

Lot 012

Sub 000

Type: Land
.08 Acres

LEVY YEAR DEEDED: 2005 DEED DATE: 4/28/2008 DATE DEED RECORDED: 05/08/2008

PAYOFF DATE: 1/31/2018 **ASSESSED VALUE:** 2007 \$ 5,400.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2005	Principal	\$ 59.82	Interest	\$ 22.36	Costs	\$ 132.00	Total	\$ 214.18
Year: 2006	Principal	\$ 56.47	Interest	\$ 10.97	Costs	\$ 13.00	Total	\$ 80.44
Year: 2007	Principal	\$ 113.84	Interest	\$ 1.12	Costs	\$ -	Total	\$ 114.96

Days from Deed to Payoff	3565	Interest	\$ 552.58	PerDiem	\$ 0.16		
Total Prior Tax	Principal	\$ 230.13	Interest	\$ 587.03	Costs	\$ 145.00	Total \$ 962.16

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2008	Principal	\$ 48.71	Interest	\$ 55.97	PerDiem	\$ 0.02	Total	\$ 104.68
*1st Half Due	7/7/2008	3495						
Year: 2008	Principal	\$ 48.38	Interest	\$ 53.19	PerDiem	\$ 0.02	Total	\$ 101.57
*2nd half Due	12/5/2008	3,344						
Year: 2009	Principal	\$ 48.55	Interest	\$ 50.06	PerDiem	\$ 0.02	Total	\$ 98.61
*1st Half Due	7/1/2009	3136						
Year: 2009	Principal	\$ 62.64	Interest	\$ 60.98	PerDiem	\$ 0.02	Total	\$ 123.62
*2nd half Due	12/23/2009	2,961						
Year: 2010	Principal	\$ 55.62	Interest	\$ 50.67	PerDiem	\$ 0.02	Total	\$ 106.29
*1st Half Due	7/1/2010	2771						
Year: 2010	Principal	\$ 58.54	Interest	\$ 49.98	PerDiem	\$ 0.02	Total	\$ 108.52
*2nd half Due	12/22/2010	2,597						
Year: 2011	Principal	\$ 57.08	Interest	\$ 45.15	PerDiem	\$ 0.02	Total	\$ 102.23

[illegible]

B
10-44
2

MCRD Book 3142 Page 1171

MERRIMACK COUNTY RECORDS

Kath L. Gray, CPO, Register

Know all Men by these Presence

That I, Cynthia M. Torsey Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year 2006 by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **One Hundred Thirty Four Dollars and Forty-Seven Cents (\$134.47)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in 2006 to **Henry Bourgeois and Kevin Bourgeois** and described in the Invoice Books as:

Land, Hill Road
Acreage: 0.083
Map 090 Lot 013-00

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Ninth day of April 2007**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Twenty-ninth day of June**, in the year of our Lord **Two Thousand and Nine**.

Signed, Sealed, and Delivered in the presence of:



LT1-2-740564-1

Marie Morang
Marie Morang

Deborah Kulacz
Deborah Kulacz

Melissa Newton
Melissa Newton



LT2-3142-1171-1

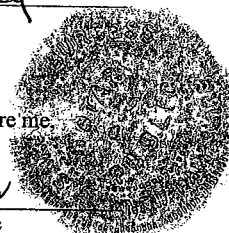
Cynthia M. Torsey
Cynthia M. Torsey, Tax Collector

State of New Hampshire Merrimack
Personally appearing Cynthia M. Torsey

ss. June 29, 2009
aboved named,

And acknowledge the foregoing instrument to be her voluntary act and deed. Before me

Sarah J. Burdett
Justice of the Peace/Notary Public



06/15/09 3:28:36 PM

RESIDENTIAL PROPERTY RECORD CARD

FRANKLIN, NEW HAMPSHIRE

EFFECTIVE DATE OF VALUE: April 1, 2009

HILL RD	MAP/LOT:	090-013-00	ZONING: C	LIVING UNITS:	CLASS: R - 132	CARD # 1 OF 1	
CURRENT OWNER/ADDRESS		LAND DATA:		INFLUENCE FACTORS		NBHD ID: 102.00	
BOURGEOIS, HENRY		TYPE		SIZE		- ASSESSMENT INFORMATION -	
BOURGEOIS, KEVIN		LINEAR W.F.		0.080		PRIORITY	
500 OLD WELLINGTON ROAD		PRIMARY		0.080		LAND	
MANCHESTER NH 03104		TOT. ACRE		0.080		BUILDING	
DEED BOOK:						TOTAL	
DEED PAGE:						5,400	
DEED DATE:						5,400	

Sale info not verified by assessor's office

SALES DATA:		PERMIT DATA:	
Date	Type	Valid Date	Purpose

DWELLING DATA:		COST APPROACH COMPUTATIONS	
Style: Ht.		Base Price	
Attic:		Plumbing	
Walls:		Additions	
Bedrooms:		Unfin. Area	
Full Baths:		Basement	
Half Baths:		Attic	
Add'l Fixtures:		Heat/AC Adj.	
Total Fixtures:		FBLA	
Basement:		Rec Rm	
Fin Bsmt. Living Area:		Bsmt. Gar.	
Basement Rec Room Area:		SUBTOTAL	
Heating System:		Grade Factor	
TOTAL FIREPLACES: /		C & D Factor	
Basement Garage (# cars)		TOTAL RCN	
Ground Flr Area:		% Good	
Total Living Area:		Market Adj.	
Quality Grade:		TOTAL RCNLD	
Condition:			
Marketability:			
Year Built:			
Eff. Year Built:			
Unfinished Area:			
Unheated Area:			

OUTBUILDING DATA		VALUE FLAG: 5	
Type	Qty Yr Size1 Size2 Grd Cond Ma	Value	
NOTES:			
REAR LOT - NO FRONTAGE			
40'X90' LOT, NO RD. ACCESS			
OUTBUILDING TOTAL:			
Color: NATURAL			

Franklin Fire Department Code Enforcement Division

Request for Inspection:

Date:

6/9/09

Name: Bourgeois, Henry & Kevin Telephone #:

Location: Hill Rd. Map: 090 Lot: 013-00

Type of Inspection	Failed Date	Approved Date
Footing		
Rough		
Insulation		
Fire Protection System		
Final for CO		
Other: <u>Back tax insp.</u>		<u>6/11/09</u>

Date Needed: _____

Comments: Vacant land. Nothing remarkable.

Copy to:

Cindy Torsey / City Clerk

Inspector

CSABR

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Bourgeois, Henry & Kevin

Map 090

Lot 013

Sub 000

Type: Land
.08 Acres

LEVY YEAR DEEDED: 2006

DEED DATE: 6/29/2009 DATE DEED RECORDED: 07/10/2009

PAYOFF DATE:

1/31/2018

ASSESSED VALUE: 2009

\$ 5,400.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2006	Principal	\$ 134.47	Interest	\$ 53.58	Costs	\$ 116.00	Total	\$ 304.05
Year: 2007	Principal	\$ 140.34	Interest	\$ 30.04	Costs	\$ 13.00	Total	\$ 183.38
Year: 2008	Principal	\$ 140.16	Interest	\$ 4.98	Costs	\$ 13.00	Total	\$ 158.14
Year: 2009*	Principal	\$ 48.55	Interest	\$ -	Costs	\$ -	Total	\$ 48.55
*1st half only								

Days from Deed to Payoff

3138

Interest

\$ 486.39

PerDiem

\$ 0.16

Total Prior Tax

Principal

\$

463.52

Interest

\$

574.99

Costs

\$ 142.00

Total

\$ 1,180.51

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2009	Principal	\$ 62.64	Interest	\$ 60.98	PerDiem	\$ 0.02	Total	\$ 123.62
*2nd half Due	12/23/2009	2,961						
Year: 2010	Principal	\$ 55.62	Interest	\$ 50.67	PerDiem	\$ 0.02	Total	\$ 106.29
*1st Half Due	7/1/2010	2771						
Year: 2010	Principal	\$ 58.54	Interest	\$ 49.98	PerDiem	\$ 0.02	Total	\$ 108.52
*2nd half Due	12/22/2010	2,597						
Year: 2011	Principal	\$ 57.08	Interest	\$ 45.15	PerDiem	\$ 0.02	Total	\$ 102.23
*1st Half Due	7/1/2011	2406						
Year: 2011	Principal	\$ 59.13	Interest	\$ 43.41	PerDiem	\$ 0.02	Total	\$ 102.54
*2nd half Due	12/21/2011	2,233						
Year: 2012	Principal	\$ 58.10	Interest	\$ 38.95	PerDiem	\$ 0.02	Total	\$ 97.05

[illegible]

PAYOFF PRIOR TO TAX STAMP:

\$ 3,556.21

TAX STAMP:

\$ 26.67

Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B. \$40.00 Min

TOTAL PAYOFF:

\$ 3,582.88

* Other Charges to include deed preparation, legal and recording fees, etc. at time of sale

- \$ 10.00 Tax Collector's Deed
- \$ 12.46 Record Deed to City
- \$ 14.40 Repurchase Letter
- \$ 31.10 Insurance Premium
- \$ 12.46 Record Deed to Owner
- \$ 150.00 Attorney Fees (preparation of closing documents)

City of Franklin,

B
10.44
2

Doch: 740568
Book: 3142 Pages: 1175
07/10/2009 9:31AM

MCRD Book 3142 Page 1175

MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

Know all Men by these Presence

That I, Cynthia M. Torsey Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year **2006** by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Three Hundred Forty Two Dollars and Forty-One Cents (\$342.41)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in **2006** to **Andrew Tasso Heirs** and described in the Invoice Books as:

**Land , Hill Road
Acreage: 8.450
Map 090 Lot 406-00**

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Ninth day of April 2007**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Twenty-ninth day of June**, in the year of our Lord **Two Thousand and Nine**.

Signed, Sealed, and Delivered in the presence of:

Marie Mokang
Marie Mokang

Deborah Kulacz
Deborah Kulacz

Melissa Newton
Melissa Newton



LT1-2-740568-1



LT2-3142-1175-1

Cynthia M. Torsey
Cynthia M. Torsey, Tax Collector

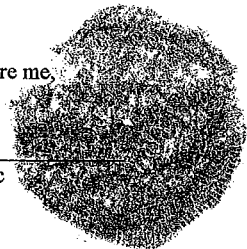
State of New Hampshire Merrimack
Personally appearing Cynthia M. Torsey

ss. June 29, 2009

aboved named,

And acknowledge the foregoing instrument to be her voluntary act and deed. Before me

Sarah J. Bunney
Justice of the Peace/Notary Public



Franklin Fire Department Code Enforcement Division

Request for Inspection:

Date: 6/9/09

Name: Tasso Heirs, Andrew

Telephone #:

Location: Hill Rd.

Map: 090

Lot: 406-00

Type of Inspection	Failed Date	Approved Date
Footing		
Rough		
Insulation		
Fire Protection System		
Final for CO		
Other: <u>Back tax insp.</u>		<u>6/11/09</u>

Date Needed: _____

Comments: Vacant land. Nothing remarkable.

Copy to:

Cindy Torsey / City Clerk

C. O. Boy

Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Tasso Heirs, Andrew

Map 090

Lot 406

Sub 000

Type: Land

8.45

LEVY YEAR DEEDED: 2006 DEED DATE: 6/29/2009 DATE DEED RECORDED: 07/10/2009

PAYOFF DATE: 1/31/2018 ASSESSED VALUE: 2009 \$ 17,600.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2006	Principal	\$ 342.41	Interest	\$ 136.78	Costs	\$ 116.00	Total	\$ 595.19
Year: 2007	Principal	\$ 371.19	Interest	\$ 79.81	Costs	\$ 13.00	Total	\$ 464.00
Year: 2008	Principal	\$ 347.86	Interest	\$ 12.69	Costs	\$ 13.00	Total	\$ 373.55
Year: 2009*	Principal	\$ 158.23	Interest	\$ -	Costs	\$ -	Total	\$ 158.23

*1st half only

Days from Deed to Payoff	3138	Interest	\$	486.39	PerDiem	\$	0.16					
Total Prior Tax	Principal	\$	1,219.69	Interest	\$	715.67	Costs	\$	142.00	Total	\$	2,077.36

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2009	Principal	\$ 204.15	Interest	\$ 198.74	PerDiem	\$ 0.07	Total	\$ 402.89
*2nd half Due	12/23/2009	2,961						
Year: 2010	Principal	\$ 181.28	Interest	\$ 165.15	PerDiem	\$ 0.06	Total	\$ 346.43
*1st Half Due	7/1/2010	2771						
Year: 2010	Principal	\$ 190.78	Interest	\$ 162.89	PerDiem	\$ 0.06	Total	\$ 353.67
*2nd half Due	12/22/2010	2,597						
Year: 2011	Principal	\$ 186.03	Interest	\$ 147.15	PerDiem	\$ 0.06	Total	\$ 333.18
*1st Half Due	7/1/2011	2406						
Year: 2011	Principal	\$ 192.72	Interest	\$ 141.48	PerDiem	\$ 0.06	Total	\$ 334.20
*2nd half Due	12/21/2011	2,233						
Year: 2012	Principal	\$ 189.38	Interest	\$ 126.95	PerDiem	\$ 0.06	Total	\$ 316.33

[illegible]

PAYOFF PRIOR TO TAX STAMP:

\$ 9,370.02

TAX STAMP:

\$ 70.28

Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B. \$40.00 Min

TOTAL PAYOFF:

\$ 9,440.30

* Other Charges to include deed preparation, legal and recording fees, etc. at time of sale

\$ 10.00 Tax Collector's Deed

\$ 12.46 Record Deed to City

\$ 14.40 Repurchase Letter

\$ 101.38 Insurance Premium

\$ 12.46 Record Deed to Owner

\$ 150.00 Attorney Fees (preparation of closing documents)

⑪ City of Franklin

B
10.41
2

Doc#: 708418
Book: 3064 Pages: 0676
05/08/2008 9:33AM

Book 3064 Page 676



LT1-2-708418-1



LT2-3064-676-1

Know all Men by these Presence

That I, Cynthia M. Torsey Tax Collector for the City of Franklin, in the County of Merrimack and State of New Hampshire, for the year 2005 by the authority in me vested by the laws of the State of New Hampshire, and in consideration of **Fifty Nine Dollars and Eighty Two Cents (\$59.82)** to me paid by the City of Franklin successors/heirs and assigns, a certain tract of parcel of land situated in the City of Franklin, NH aforesaid. Taxed by the Assessors in 2005 to **City of Franklin** and described in the Invoice Books as:

Land, Hill Road
Acreage: 0.077
Map 110, Lot 001-00

This deed is the result of the tax lien execution held at City Hall in the City of Franklin, New Hampshire, on the **Tenth day of April 2006**. To have and to hold the said Premises, with the appurtenances, to the said City of Franklin successors/heirs and assigns forever. And I hereby covenant with the said City of Franklin that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid:

In Witness Whereof, I have hereunto set my hand and seal, the **Twenty-eighth day of April**, in the year of our Lord **Two Thousand and Eight**.

Signed, Sealed, and Delivered in the presence of:

Marie Morang

Deborah Kulacz

Wanda Beebe

Cynthia M. Torsey, Tax Collector

State of New Hampshire Merrimack
Personally appearing Cynthia M. Torsey

ss. April 28, 2008

aboved named,

And acknowledge the foregoing instrument to be her voluntary act and deed. Before me,

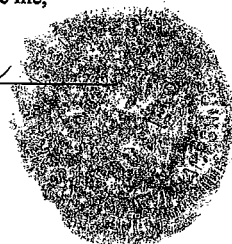
Justice of the Peace/Notary Public

MERRIMACK COUNTY RECORDS

Kati L. Gray, CPO, Register

Notary
My Commission

ss
mpshire
ember 3, 2008



Franklin Fire Department Code Enforcement Division

Request for Inspection:

Date: 4/8/08

Name: Zannoni, Henri E. Distasio, Dim M Telephone #:

Location: Hill Rd / Symonds Terr, 08 Map: 110-01 Lot: 001

Type of Inspection	Failed Date	Approved Date
Footing		
Rough		
Insulation		
Fire Protection System		
Final for CO		
Other: <u>Tax Deed</u>		<u>4/8/08</u>

Date Needed:

Comments: Vacant land. Nothing remarkable.

Copy to: Cindy Torsey / City Clerk

[Signature]

Inspector

Payoff Calculations- Tax Deed Property

Hill Rd- Land Only

Name: Zannoni Jr., Henri E & Distasio, Dina

Map 110

Lot 001

Sub 000

Type: Land
.08 Acres

LEVY YEAR DEEDED: 2005

DEED DATE:

4/28/2008 DATE DEED RECORDED: 05/08/2008

PAYOFF DATE:

1/31/2018

ASSESSED VALUE: 2007

\$

5,400.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2005	Principal	\$	59.82	Interest	\$	22.36	Costs	\$	142.00	Total	\$	224.18
Year: 2006	Principal	\$	57.81	Interest	\$	11.23	Costs	\$	13.00	Total	\$	82.04
Year: 2007	Principal	\$	113.84	Interest	\$	1.12	Costs	\$	-	Total	\$	114.96

Days from Deed to Payoff

3565

Interest

\$

552.58

PerDiem

\$

0.16

Total Prior Tax

Principal

\$

231.47

Interest

\$

587.29

Costs

\$

155.00

Total

\$

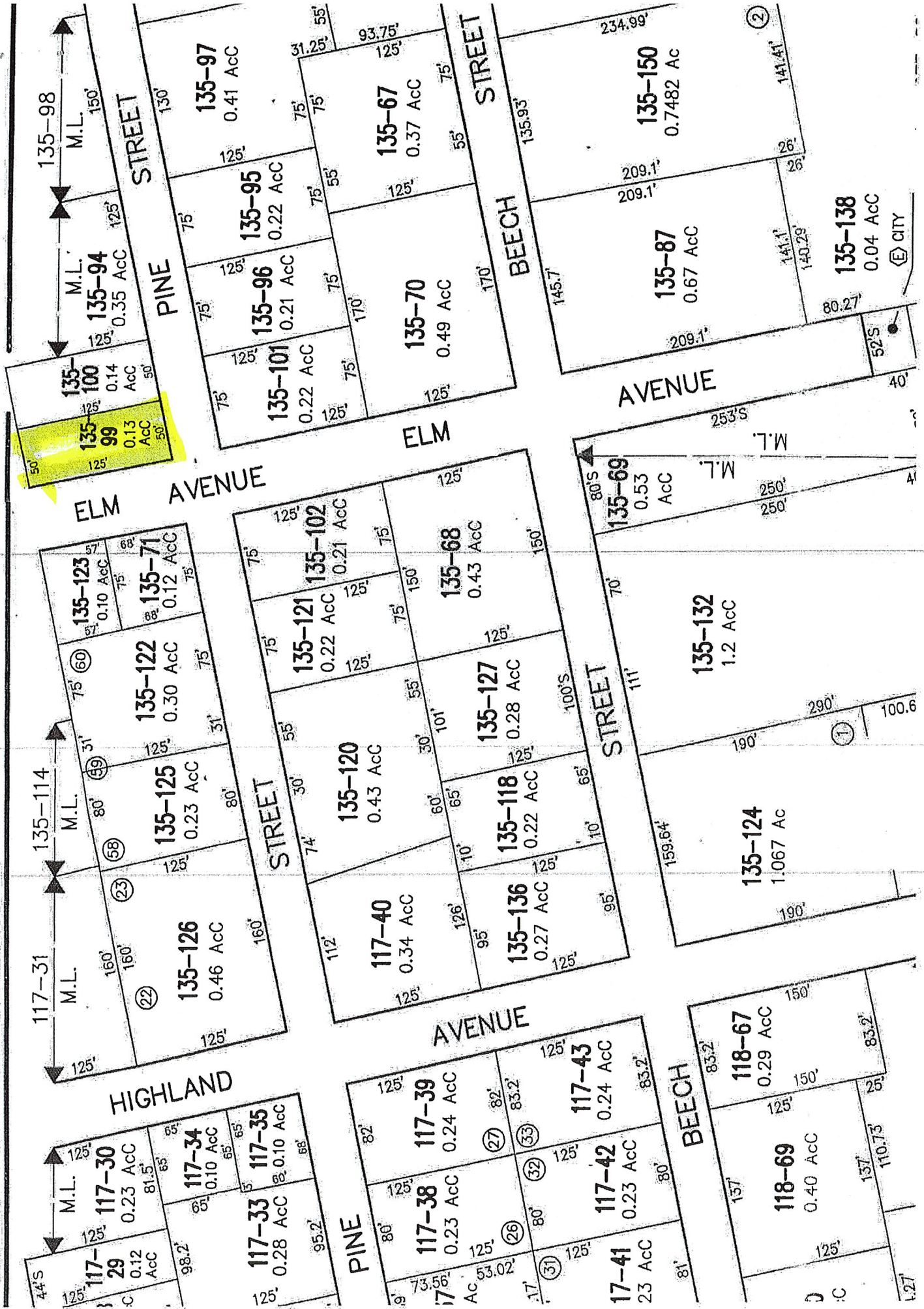
973.76

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2008	Principal	\$	48.71	Interest	\$	55.97	PerDiem	\$	0.02	Total	\$	104.68
*1st Half Due	7/7/2008		3495									
Year: 2008	Principal	\$	48.38	Interest	\$	53.19	PerDiem	\$	0.02	Total	\$	101.57
*2nd half Due	12/5/2008		3,344									
Year: 2009	Principal	\$	48.55	Interest	\$	50.06	PerDiem	\$	0.02	Total	\$	98.61
*1st Half Due	7/1/2009		3136									
Year: 2009	Principal	\$	62.64	Interest	\$	60.98	PerDiem	\$	0.02	Total	\$	123.62
*2nd half Due	12/23/2009		2,961									
Year: 2010	Principal	\$	55.62	Interest	\$	50.67	PerDiem	\$	0.02	Total	\$	106.29
*1st Half Due	7/1/2010		2771									
Year: 2010	Principal	\$	58.54	Interest	\$	49.98	PerDiem	\$	0.02	Total	\$	108.52
*2nd half Due	12/22/2010		2,597									
Year: 2011	Principal	\$	57.08	Interest	\$	45.15	PerDiem	\$	0.02	Total	\$	102.23

[illegible]



MERRIMACK COUNTY RECORDS

Kathi L. Guay, CPO, Register

TAX COLLECTOR'S DEED
KNOWN ALL MEN BY THESE PRESENTS

That I, Katie Gargano, Tax Collector for the City of Franklin, in the County of Merrimack and the State of New Hampshire, for the year 2014 by the authority in me vested by the laws of the State, and in consideration of \$3,298.39 to me paid by the City of Franklin, located at 316 Central Street, Franklin, NH 03235, do hereby sell and convey to the City of Franklin, a certain tract or parcel of land situated in the City of Franklin, New Hampshire aforesaid, taxed by the Selectmen/Assessors in 2014 to:

POLEP, PATRICIA A

POLEP, JANE

and described in the invoice books as:

Map: 000135

Lot: 000099

Sublot: 000000

Located At 72 PINE STREET

Consisting of 0.140 Acres of Land, Including Any Buildings Thereon.

The deed is the result of the tax lien execution held at the Tax Collector's Office in the above stated City of Franklin, in the State of New Hampshire on 03/16/2015 and recorded at the Registry of Deeds in Book 3472, Page 40, to have and to hold said Premises, with the appurtenances, to said City of Franklin's successors/heirs and assigns forever. And I hereby covenant with said City of Franklin, that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the 3rd day of July in the year of our Lord 2017.

Katie Gargano
Katie Gargano

Tax Collector, City of Franklin

State of New Hampshire, County of Merrimack, On July 3, 2017

Katie Gargano, the above named, personally appearing and acknowledged the foregoing instrument to be his/her voluntary act and deed. Before me

Lawrence P. [Signature], Notary J.P.
My Commission expires: Aug. 5, 2020

10⁴⁹
2³¹

City of Franklin

72 PINE STREET MAP/LOT: 135-099-00 11 ZONING: R3 LIVING UNITS: 1 CLASS: R - 101 CARD # 1 OF 1

CURRENT OWNER/ADDRESS

POLEP, PATRICIA A
POLEP, JANE

72 PINE STREET
FRANKLIN NH 03235

DEED BOOK: 2591
DEED PAGE: 58
DEED DATE: 20031031

LAND DATA:

TYPE
LINEAR W.F.

SIZE
0.130

0

INFLUENCE FACTORS
0

%

LAND VALUE
25,480

NBHD ID: 112.00

- ASSESSMENT INFORMATION -
PRIORITY 25,500
LAND BUILDING 98,200
TOTAL 123,700
CURRENT 25,500
98,200
123,700
- PROPERTY VISIT HISTORY -
20150911 RS FIELD REVIEW
20150429 CB OCC. NOT HOME
20100929 GP ENT. GAINED
CM UPDATE

TOTAL LAND VALUE:
25,500

Sale info not verified by assessor's office

SALES DATA:

Date Type Price Valid Date # Amount Purpose
20031031 LAND + BLDG 124,930 0

PERMIT DATA:

ADDITION DATA:

Lower Level	First Floor	Second Floor	Third Floor	Area	Value
A Bsmnt Unfsh	Enc Frm Prch			138	8500
B Bsmnt Unfsh	1s Frame	Attic Finshd		408	33300
C Bsmnt Unfsh	Frame Garage			510	12800
D Bsmnt Unfsh	Enc Frm Prch	1/2s Frame		49	4600
E					00
F					00
G					00
H					00

DWELLING DATA:

Style: OLD STYLE
Story Ht. 1.50
Attic: NONE
Walls: FRAME
Bedrooms: 4
Total Rooms: 9
Full Baths: 1
Half Baths: 1
Add'l Fixtures: 2
Total Fixtures: 9
Basement: FULL
Fin Bsmt. Living Area: 0
Basement Rec Room Area: 0
Heating System: GAS
Heating Type: BASIC
FIREPLACE WB: /
Basement Garage (# cars) /
Ground Flr Area: 623
Total Living Area: 1698
Quality Grade: C+
Condition: AVERAGE
Marketability: AV
Year Built: 1870
Eff. Year Built:
Unfinished Area:
Unheated Area:

COST APPROACH COMPUTATIONS
Base Price 87,140
Plumbing 4560
Additions 59,200
Unfin. Area
Basement
Attic
Heat/AC Adj.
FBLA
Rec Rm
Fireplace
Bsmnt. Gar.
SUBTOTAL 150,900
Grade Factor 1.05
C & D Factor
TOTAL RCN 158,450
% Good 0.62
Market Adj.
Ecnom Obslcn
Functn Obslcn
Nbhd/Style Adj.
Under Constcn %
TOTAL RCNLD 98,200

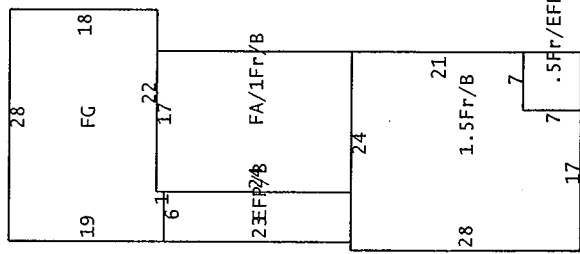
OUTBUILDING DATA

Type Qty Yr Size1 Size2 Grd Cond Ma Value

VALUE FLAG:5

NOTES:
SHOWER & SINK IN BSMT
CEMENT DR V WELL MAINT

MAP SHEET # 09 OUTBUILDING TOTAL:
House Color: 4 GREEN



**Franklin Fire Department
Code Enforcement Division Inspection Report**

Date: June 20, 2017

Name:

Telephone:

Location: 72 Pine Street

Zone/Map/Lot: / /

X	Inspection	Failed Date	Approve Date
	Foundation/Footing		
	Rough Inspection		
	Insulation		
	Mechanical For :		
	Fire Protection System		
	Shed / Accessory bldg		
	Welfare Inspection		
	State License		
	Site Consult		
	Final for CO		
X	Back Tax Inspection	NA	NA

Inspection Date: June 20, 2017

Time: 2pm

Comments: Back Tax Inspection conducted for City Clerk / Tax Collector

Property appears to be a 1-2 family home. A vehicle was in the driveway which would lead me to believe it is occupied.

Nothing remarkable to report.

***** Copy of report and photos sent to City Clerk / Tax Collector

Copy To: ☒ File ☐ PZ ☐ Welfare

Inspector: S. Reale

Payoff Calculations- Tax Deed Property

72 Pine St

Name: Polep, Patricia A & Jane

Map 135

Lot 099

Sub 000

Type: Single family

LEVY YEAR DEEDED: 2014 DEED DATE: 7/3/2017 DATE DEED RECORDED: 7/14/2017

PAYOFF DATE: 1/31/2018 **ASSESSED VALUE: 2017**

\$ 123,700.00

TOTAL AMOUNTS OWED AT DEEDING- 18%

Year: 2014	Principal	\$ 3,298.39	Interest	\$ 1,366.35	Costs	\$ 37.00	Total	\$ 4,701.74
Year: 2015	Principal	\$ 3,325.60	Interest	\$ 742.93	Costs	\$ 10.00	Total	\$ 4,078.53
Year: 2016	Principal	\$ 3,342.49	Interest	\$ 143.41	Costs	\$ 10.00	Total	\$ 3,495.90
Year: 2017 1st Half	Principal	\$ 1,561.09	Interest	\$ -	Costs	\$ -	Total	\$ 1,561.09

Days from Deed to

Payoff

212

Interest

\$ 1,151.16

PerDiem

\$ 5.43

Total Prior Tax

Principal

\$ 11,527.57

Interest

\$ 3,403.85

Costs

\$ 57.00

Total

\$ 14,988.42

WATER/SEWER AMOUNTS OWED AT DEEDING- 15%

2017W14	Principal	\$ -	Interest	\$ -	Penalty	\$ -	Total	\$ -
2017S14	Principal	\$ -	Interest	\$ -	Penalty	\$ -	Total	\$ -

Days from Deed to

Payoff

212

Interest

\$ -

PerDiem

\$ -

Total Prior Water/Sewer

\$ -

\$ -

Total

\$ -

Total Prior:

Principal

\$ 11,527.57

Interest

\$ 3,403.85

Costs

\$ 57.00

Total

\$ 14,988.42

SUBSEQUENT TAXES ACCRUED AFTER DEEDING

12%

Year: 2017	Principal	\$ 1,600.68	Interest	\$ 21.58	PerDiem	\$ 0.53	Total	\$ 1,622.26
*2nd Half Due	12/21/2017	41						
Year: 2018	Principal		Interest	-	PerDiem	-	Total	-
*1st half Due	7/1/2018	(151)						
Year: 2018	Principal		Interest	-	PerDiem	-	Total	-
*2nd Half Due	12/2/2018	-305						

SUBSEQUENT WATER/SEWER ACCRUED AFTER DEEDING- 15%

Year: 2018W11	Principal	\$ 42.12	Interest	-	Costs	-	Total	\$ 42.12
2018S11	Principal	\$ 32.54	Interest	-	Costs	-	Total	\$ 32.54
2018W12	Principal	\$ 30.00	Interest	-	Costs	-	Total	\$ 30.00
2018S12	Principal	\$ 30.00	Interest	-	Costs	-	Total	\$ 30.00
Total Subsequent Taxes:								
	Principal	\$ 1,735.34	Interest	21.58	PerDiem	\$ 0.53	Total	\$ 1,756.92

A: Total Prior \$ 14,988.42

B: Total Subsequent \$ 1,756.92

C: Equalized Assessed Value \$ 123,700.00 Penalty Adjustment 10% \$ 12,370.00

D: *Other Charges prior to tax stamp \$ 247.46

PAYOFF PRIOR TO TAX STAMP: \$ 29,362.79

TAX STAMP: \$ 220.22

Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B. \$40.00 Min

TOTAL PAYOFF: \$ 29,583.02

* Other Charges to include deed preparation, legal and recording fees, etc. at time of sale

\$ 10.00 Tax Collector's Deed

\$ 12.46 Record Deed to City

Year: 2017	Principal	\$ 1,600.68	Interest	\$ 21.58	PerDiem	\$ 0.53	Total	\$ 1,622.26
*2nd Half Due	12/21/2017	41						
Year: 2018	Principal		Interest	\$ -	PerDiem	\$ -	Total	\$ -
*1st half Due	7/1/2018	(151)						
Year: 2018	Principal		Interest	\$ -	PerDiem	\$ -	Total	\$ -
*2nd Half Due	12/2/2018	-305						

SUBSEQUENT WATER/SEWER ACCRUED AFTER DEEDING- 15%

Year: 2018W11	Principal	\$ 42.12	Interest	\$ -	Costs	\$ -	Total	\$ 42.12
2018S11	Principal	\$ 32.54	Interest	\$ -	Costs	\$ -	Total	\$ 32.54
2018W12	Principal	\$ 30.00	Interest	\$ -	Costs	\$ -	Total	\$ 30.00
2018S12	Principal	\$ 30.00	Interest	\$ -	Costs	\$ -	Total	\$ 30.00
Total Subsequent Taxes:								
	Principal	\$ 1,735.34	Interest	\$ 21.58	PerDiem	\$ 0.53	Total	\$ 1,756.92

A:	Total Prior	\$ 14,988.42
B:	Total Subsequent	\$ 1,756.92
C:	Equalized Assessed Value	\$ 123,700.00
D:	*Other Charges prior to tax stamp	Penalty Adjustment 10%
		\$ 247.46

PAYOFF PRIOR TO TAX STAMP:

TAX STAMP:

Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B. \$40.00 Min

TOTAL PAYOFF:

\$ 220.22
<u>\$ 29,583.02</u>

* Other Charges to include deed preparation, legal and recording fees, etc. at time of sale

\$ 10.00	Tax Collector's Deed
\$ 12.46	Record Deed to City

\$	14.40	Repurchase Letter
\$	12.46	Record Deed
\$	48.14	Insurance Premium
\$	150.00	Attorney Fees (preparation of closing documents)

CITY COUNCIL MEETING
AGENDA ITEM VIII



CITY OF FRANKLIN COUNCIL AGENDA REPORT

February 26, 2018

From: Judie Milner – Acting City Manager

Subject: City Council to consider approving the mutual rescission and release agreement and setting a public hearing for \$3,500 Payment in Lieu of Taxes agreement (PILOT) for the Industrial Park Drive Solar project

Motions:

March 5, 2018

- 1) Councilor moves, "I move the Franklin City Council approve the mutual rescission and release agreement with Industrial Park Drive Solar, LLC and authorize the Acting City Manager to sign the agreement on behalf of the City".

Mayor calls for a second, discussion, and vote.

- 2) Councilor moves, "I move the Franklin City Council set a public hearing for April 2, 2018 at 6pm to consider a PILOT agreement for Industrial Park Drive Solar".

Mayor calls for a second, discussion, and vote.

April 2, 2018

Councilor moves, "I move the Franklin City Council approve the PILOT agreement for Industrial Park Drive Solar and authorize the Acting City Manager to sign the agreement on behalf of the City."

Mayor calls for a second, discussion, and vote.

Discussion:

Background - Former Manager Dragon's CAR from the Sept 5, 2017 meeting

In 2015, the City Council approved a PILOT for \$3,500 as one of the five solar projects contemplated at that time. However, the PILOT expired at the end of one

Franklin - The Three Rivers City

year. A new PILOT was contemplated in 2016 but did not move forward because the projects were stalled. The developers continued to reference issues with net metering caps at the state level.

The solar projects proposed on city land and negotiated as one package with a power purchase agreement did not move forward. Therefore, the city has received no lease revenue. I have been speaking with the city attorney to make sure we do whatever is necessary to legally document it has been two years and the terms of these lease agreements were never acted upon.

Neo Solar Power (NSP) purchased the solar project on Industrial Park Drive to be built on private property owned by Stan Weglarz. They also assumed the city power purchase agreement. However, the city power purchase agreement was negotiated as a whole with the other solar projects on city leased land. The negotiations and final agreement- used the lease revenue and pilot revenue to offset any potential cost differential in electricity rates over the 20yr agreement. Since the other projects have not moved forward it did not make financial sense for the city to purchase power from this one private project on Industrial park drive.

Neo Solar Power was unaware that the power purchase agreement was negotiated as one piece of a whole package. At our second meeting, they agreed to look for other off takers (purchasers) of the power instead of pursuing the city power purchase agreement. They are only requesting the agreed upon \$3,500 PILOT agreement.

Since they assumed the city PPA, I have asked that they provide something in writing documenting our verbal agreement that they would seek other off takers for the power and not pursue the city PPA.

RSA 72:74 Payment in Lieu of Taxes. Requires the governing body of the municipality to hold a public hearing before entering into a voluntary agreement. Since the original approval tied all the projects together, it is necessary to hold another public hearing for this one project.

I recommend the council schedule the public hearing and approve the proposed PILOT agreement as long as we are provided documentation confirming they are not pursuing the city PPA issue with the city.

New Information for March 5, 2018 City Council Meeting

Since this item was pulled from the agenda in September because it wasn't ready for approval, the City Solicitors office has been working diligently examining the sales and transfer agreements between Neosolar (the new owners of the Industrial Park Drive Solar LLC) and the former owners to produce a rescission and release agreement which protects both the City and Neosolar.

Martin Chen and David Wang of Neosolar have been very forthright and even shared documents that are proprietary in nature to assist in the process. The attached agreement was produced by Attorney Fitzgerald's office and approved by Neosolar. This agreement completely voids the power purchase agreement (PPA) entered into by the City and any assignments of that agreement. This paves the way so the other 5

Franklin - The Three Rivers City

projects that are being built on City property by Solar Garden and or Blue Planet will generate lease and PILOT revenue and not be subject to a PPA agreement with the City. Andrew Kellar (Solar Garden) has confirmed this understanding. Neosolar is asking for the original PILOT agreement to be readopted for the project.

Attachments:

Mutual Rescission and Release Agreement

Approved PILOT agreement from 2015

RSA 72:74

I. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, after a duly noticed public hearing, enter into a voluntary agreement to make a payment in lieu of taxes. A lessee of a renewable generation facility which is responsible for the payment of taxes on the facility may also enter into a voluntary agreement with the municipality in which the facility is located to make a payment in lieu of taxes, provided the lessee shall send by certified mail to the lessor written notice which shall state that the property of the lessor may be subject to RSA 80 should the lessee fail to make the payments required by the agreement. A copy of such notice shall be provided to the municipality in which the facility is located.

II. A renewable generation facility subject to a voluntary agreement to make a payment in lieu of taxes under this section shall be subject to the laws governing the utility property tax under RSA 83-F. Payments made pursuant to such agreement shall satisfy any tax liability relative to the renewable generation facility that otherwise exists under RSA 72. The payment in lieu of taxes shall be equalized under RSA 21-J:3, XIII in the same manner as other payments in lieu of taxes. In the absence of a payment in lieu of taxes agreement, the renewable generation facility shall be subject to taxation under RSA 72.

III. If a municipality that contains more than one school district receives a payment in lieu of taxes under this section, the proceeds shall be prorated to the districts in the same manner as local taxes are prorated to the districts, or in the case of a cooperative school district between the city or town and pre-existing school district.

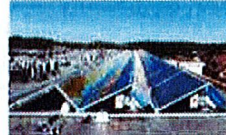
IV. The collection procedures in RSA 80 shall be used to enforce a voluntary agreement to make a payment in lieu of taxes authorized by this section.

V. If a municipality enters into a voluntary payment in lieu of taxes agreement with an owner, or a lessee responsible for payment of taxes, of a renewable generation facility, the municipality, upon the request of the owner, or a lessee responsible for payment of taxes, of any other renewable generation facility located within the municipality, shall offer a comparable agreement to the owner or lessee of such facility.

VI. Except as provided in paragraph VII, no voluntary agreement entered into under this section shall be valid for more than 5 years; however, any such agreement may be renewed or amended and restated for any number of consecutive periods of 5 years or less.

VII. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may agree to a term exceeding 5 years if such term is necessary for the financing of the project or is otherwise advantageous to both parties and both parties agree to such term.

Alternatives: Do not approve the Pilot agreement and tax the project at full value



PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
THE CITY OF FRANKLIN AND INDUSTRIAL PARK DRIVE SOLAR, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this 13th day of November 2015, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Industrial Park Drive Solar, LLC ("IPDS"), a New Hampshire limited liability company with a business address at 23 Rosemary Lane, Durham, NH 03824

Background

IPDS seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 82, Lot 408-00 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1.226 megawatts (MW). For the purposes of this Agreement, the term "Nameplate Capacity" shall mean the sum of all of the nameplate capacities for the total solar inverters installed and operating at the Facility. Once the project has reached commercial operation, defined below, the parties will sign a letter amendment to this Agreement specifying the actual Nameplate Capacity of the Facility (if applicable).

The Facility will be built on land leased by IPDS, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, IPDS will be responsible for the payment of local ad valorem real estate taxes on Facility structures and other 2 improvements under NHRSA Chapter 72 (but not for taxes on the value of the underlying land, which will continue to be the landowners' responsibility).

The Facility will be a "renewable generation facility", as defined in NHRSA §72:73 and NHRSA 374-F:3, V(f)(3). Under NHRSA §72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, enter into a voluntary agreement to make payments in lieu of taxes.

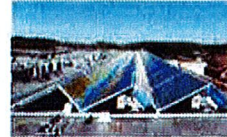
IPDS and the Town desire to enter into such a PILOT agreement under NHRSA §72:74.

NOW THEREFORE, the parties hereto agree as follows:

Terms and Conditions

1. **Payments in Lieu of Taxes.** IPDS will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.

2. **Term.** Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the Town and IPDS. Accordingly, the term of this Agreement shall be 21 (twenty-one) years, beginning with a "transition tax year" described in Section 4 below and continuing thereafter for 20 additional years (the "Operating Term") as described in Section 5 below. If the Facility fails to achieve commercial operation by December 31, 2016, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have 3 occurred once (a) the solar power electric generating facility has been commissioned and accepted by IPDS in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) IPDS has commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which IPDS commences energy



sales on a commercial basis shall be deemed the "Commercial Operation Date." IPDS shall give the Town written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. Transition Tax Year Payment. The tax year in which the Facility achieves commercial operation, the Transition Tax Year, shall be the first tax year covered by this Agreement. Recognizing that construction of the Facility may not have commenced (or that if construction has commenced that the Facility is likely to be only partially constructed) as of April 1 of said Transition Tax Year, and that IPDS's revenues for said tax year may be non-existent or minimal, the PILOT payment for said Transition Tax Year will be based on the following formula, calculated as of the Commercial Operation Date:

$$(\text{Nameplate Capacity}) \times (\text{days left in Transition Tax Year}/365) \times (\text{first year PILOT rate}) \times 0.5$$

For example, if Nameplate Capacity is 1.2 MW and commercial operation is reached on September 1, the Transition Tax Year payment would be calculated as:

$$(1.2 \times (211/365) \times \$3,500) \times .5 = \$1,213.87$$

The Transition Tax Year Payment will be made within ninety (90) days of the Commercial Operation Date.

4. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 5 below, annual PILOT payments to the Town for the 20-year Operating Term shall begin at the rate of \$3,500 per megawatt of Nameplate Capacity, in the tax year that begins on April 1 following the commercial operation date.

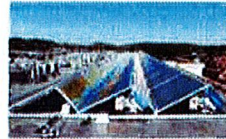
If the Facility's actual Commercial Operation Date occurs after March 31, 2016, then the schedule of annual PILOT payments during the Operating Term covered by this Section 4 will be amended to reflect that the first year of the Operating Term will be the tax year following the tax year in which commercial operation begins.

5. Potential Adjustment of PILOT Payments.

(a) Increase in Capacity. In the event that some or all of the Facility's increased in the nameplate capacity during the term of the Agreement in such a way as to increase the Facility's total capacity, then PILOT payments beginning in the next tax year will be adjusted upwards.

(b) Reduction in Capacity: If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced (due to causes beyond IPDS's control) from the previous tax year due to: (i) damage caused by natural forces, (ii) operational restrictions caused by a change in law, regulation, ordinance, or industry management standards, (iii) decommissioning and removal of inverters, or (iv) the permanent cessation of the Facility's operations, then the PILOT payment will be adjusted downward based on the total actual installed and operating Nameplate Capacity after the reduction in capacity, or in the case of clause (iv) above, this Agreement will terminate.

6. Payment of Amounts Due. Other than the Construction Period payments and the Transition Tax Year Payment, which shall be made as set forth in Section 3 above, IPDS shall make the PILOT payments due hereunder for any given tax year in the Operating Term to the Town in two equal installments, at the Town Tax Collector's office, on July 1st and December 1st .



7. Non-Payment. Non-payment of any payment due the Town shall constitute a default. Notice of non-payment or any other default shall be provided to IPDS (and to IPDS's Lender, as further specified in Section 8 below), in the manner and at the address provided for Notices in Section 12 of this Agreement. IPDS shall have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the Town may commence an action to collect any non-payment under RSA 80:50, seek specific performance of a non-monetary default or proceed against the real estate under RSA 80:58-80. It shall not be a defense to such a proceeding that IPDS is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

8. Lender's Right to Cure. The Town shall send a copy of any notice of default sent to IPDS to IPDS's Lender by certified mail at the same time such notice is sent to IPDS, and no such notice of default to IPDS shall be effective unless and until a copy of such notice has been delivered to IPDS's Lender. IPDS's Lender shall have the same time and rights to cure any default as IPDS, and the Town shall accept a cure by IPDS's Lender as if such cure had been made by IPDS. IPDS shall provide written notice to the Town as to the name and address of IPDS's Lender for such notices to be sent.

10. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

11. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the Town: City of Franklin, 316 Central St, Franklin, NH 03235

For Industrial Park Drive Solar, LLC, 23 Rosemary Lane, Durham, NH 03824

For Industrial Park Drive Solar's Lender: (to be provided by IPDS)

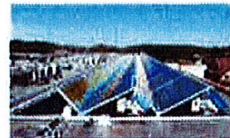
with a copy to: Orr and Reno, P.A. One Eagle Square Concord, NH 03302

In the event of a change in the address of any party listed above, the responsible signatory (IPDS in the case of itself, its Lender and/or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

12. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. In the event any term of this Agreement or the application of any such term shall be held invalid by any court having jurisdiction, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

(b) The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto.



(c) IPDS shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. IPDS shall provide written notice to the Town of any sale, transfer, or assignment not less than 30 days prior to such sale, transfer or assignment taking effect.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

City of Franklin, NH

By: Elizabeth Dragon
Name: Elizabeth Dragon
Title: City Manager

NhSolarGarden.com, LLC

By: Andrew Kellar
Andrew Kellar
Manager

MUTUAL RESCISSION AND RELEASE AGREEMENT

This MUTUAL RESCISSION AND RELEASE AGREEMENT ("Release") is made and entered into this ____ day of _____, 2018 (the "Effective Date") by and between the City of Franklin, New Hampshire and Industrial Park Drive Solar, LLC, a New Hampshire limited liability company, as held by NSP System Nevada Holding Corp., a Nevada Corporation (collectively, the "Parties").

WHEREAS the City of Franklin and Franklin Town Solar 1, LLC entered into a Solar Group Net Metering Rebate Sales Agreement (hereinafter, the "Rebate Agreement"), effective November 13, 2015, annexed hereto as *Exhibit 1*;

WHEREAS Franklin Town Solar 1, LLC's interest in the Rebate Agreement was assigned to Industrial Park Drive Solar, LLC, pursuant to an Assignment and Assumption Agreement, effective September 22, 2016, annexed hereto as *Exhibit 2*;

WHEREAS Industrial Park Drive Solar, LLC is owned by NSP System Nevada Holding Corp., pursuant to a Membership Interest Purchase Agreement with Golden Goose Renewables, LLC (a/k/a GG Renewables, LLC), effective September 21, 2016, annexed hereto as *Exhibit 3*;

WHEREAS the Parties to the Rebate Agreement desire to rescind the terms of the Rebate Agreement and release each other from such terms;

NOW THEREFORE, for the reasons set forth above and in consideration of the mutual covenants of the Parties hereto, the Parties agree as follows:

1. The Rebate Agreement is hereby terminated and deemed null and void as of the Effective Date and the Parties shall not have any further rights or obligations thereunder.
2. The Parties release and forever discharge any and all liabilities that have arisen or may arise from the Rebate Agreement.
3. The Parties waive any and all claims or right to assert any claim which has arisen or may arise from the Rebate Agreement prior to the Effective Date of this Agreement.
4. The Parties understand that this Release extends to claims arising out of the Rebate Agreement that are known or unknown at the time this Release is signed.
5. The Parties further understand that this Release applies to all heirs, legal representatives, successors, assigns, affiliates, agents, and direct or indirect owners.
6. The Parties hereby warrant that they have not assigned to another party any claim, right or obligation arising under or out of the Rebate Agreement.
7. The Parties agree that the provisions of this Release may not be amended, waived or otherwise modified except an instrument in writing signed by duly authorized representatives for the Parties.

8. This Release shall be governed by and construed under the laws of the State of New Hampshire, without reference to conflicts of law rules.
9. This Release may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one agreement.

IN WITNESS WHEREOF, the Parties have caused this Release to be executed by their respective, duly authorized representatives as of the Effective Date provided above.

City of Franklin

Industrial Park Drive Solar, LLC

By: _____

By: _____

Its: _____

Its: _____

NSP System Nevada Holding Corp.

By: _____

Its: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me on this ____ day of _____ 2018, the above named _____ duly authorized _____ for the City of Franklin known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged, swore and affirmed, under oath, that the facts herein are true and accurate to the best of his knowledge and belief.

Notary Public
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me on this ____ day of _____ 2018, the above named _____ duly authorized _____ for Industrial Park Drive Solar, LLC known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged, swore and affirmed, under oath, that the facts herein are true and accurate to the best of his knowledge and belief.

Notary Public
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me on this ____ day of _____ 2018, the above named _____ duly authorized _____ for NSP System Nevada Holding Corp. known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged, swore and affirmed, under oath, that the facts herein are true and accurate to the best of his knowledge and belief.

Notary Public
My Commission Expires: _____

CITY COUNCIL MEETING

AGENDA ITEM IX



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of March, 2018

Subject: Other Business

- 1. Committee Reports**
- 2. Acting City Manager's Update**
- 3. Late Items**



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting March 5, 2018

Date: February 26, 2018

From: Judie Milner, Finance Director/Acting City Manager

Subject: Acting City Manager's Update

1) Contingent Grant Line Activity

\$1,494.50 Choose Franklin for BRCC Playground

2) Police Department

Recently, our police department participated in a multi-jurisdictional drug sweep which netted multiple arrests and drug related seizures across our state. Operation Granite Shield is funded through grants from the AG's office. Franklin PD made the most arrests certainly making our streets safer. Congratulations and thank you Chief Goldstein and the Franklin PD!!!!!!!

3) Changing Franklin's image a step at a time - Town of Salisbury

The Town of Salisbury reached out regarding their 200th birthday celebration. They are asking their neighbor communities to join them in a "Happy Birthday" parade on Aug 11th displaying something that represents our community. This may be a good time to get some volunteers together and do something creative featuring our white water, trails, ski area and outdoor lifestyle image. Without objection from the council, I'd love to move this forward with the Town of Salisbury. Also, I'd like to invite the Council to walk in the parade.

4) Solar Projects

Andrew Kellar from Solar Garden spoke to the Council about the 5 solar projects on town land from a couple of years ago. He has found a funding source and is asking for the PILOT agreements to be re-signed. Remember, there is no longer a power purchase agreement associated with this project so the City would receive straight revenue from land

that likely to be underutilized otherwise. The PILOTS will be on the agenda for your consideration in April.

5) Clerk's Office Closed

The Clerk's Office will be closed April 4th and May 9th so the staff can attend the annual tax collector and clerk's conference and training.

6) Assessing Technician

After 33 years of service to the City, Deb Ryba has announced that she is retiring at the end of March. Deb takes with her a lot of knowledge about the community and will be missed. We wish her the best.

7) Economic Development Meeting

Just a reminder, we have a special meeting of the Council scheduled for Wednesday, March 21st, to consider the Franklin Falls TIF district amendment #1 and, if applicable, set appropriate public hearings to implement the amendment.