CITY OF FRANKLIN
CITY COUNCIL MEETING
May 7, 2018
6:00 P.M.

FRANKLIN CITY COUNCIL
AGENDA

Council Chambers **Monday, May 7, 2018**

6:00 P.M.

****

SALUTE TO THE FLAG

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PUBLIC HEARINGS

Discretionary Barn Easement – To grant a Discretionary Barn Easement for 916 South Main Street, Tax Map 104-002-00.

PILOT Agreement – Regarding 5 PILOT agreements for City Solar Project.

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.

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 March 21st City Council Special Meeting and the April 2nd City Council meeting.

Agenda Item II.

Monthly School Board Report.

Agenda Item III.

City Council to consider adopting Resolution #21-18, authorization to borrow up to $1M to finance Amendment #1 of the Franklin Falls Mixed Use Tax Increment Financing District.

Agenda Item IV.

City Council to consider granting a Discretionary Barn Easement for 916 South Main Street, Tax Map 104-002-00.

Agenda Item V.

City Council to consider 5 PILOT agreements for City Solar Project.

Agenda Item VI.

City Council to consider Authorizing the Disposition of City Owned Surplus Equipment at the May 19, 2018 State of New Hampshire, Surplus Property Auction.

Agenda Item VII.

City Council to consider adoption of tax deeds.

Agenda Item VIII.

City Council to consider waiving vendor fees for the Farmer's Market at Bessie Rowell Community Center and also for the Winnie River Days in Trestle View Park.

Agenda Item IX.

Council to consider renewing lease of 81 Elkins St. to Community Action Program

Agenda Item X.

Other Business

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

Adjournment

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

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

CITY COUNCIL MEETING

AGENDA ITEM I

Subject: **Approval of Minutes**

Motion: **"I move that the Franklin City Council approve the minutes of the March 21, 2018 City Council Special Meeting and the April 2, 2018 City Council Meeting."**

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

PENDING COUNCIL APPROVAL

City Council Special Meeting
March 21, 2018

Call to Order

Councilor Trudel called the meeting to order in the Council Chambers, Franklin City Hall at 6:04 p.m.

In Attendance

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

Absent

Councilor Desrochers, Councilor Zink and Mayor Giunta.

Salute to the Flag was led by Councilor Moquin.

Councilor Trudel explained that Acting City Manager/Finance Director Milner will speak for a few moments as there is some confusion in the community. Acting City Manager/Finance Director Milner stated that constituents have been contacting councilors about eminent domain. This TIF document doesn't address eminent domain and there is no intention to take any property via eminent domain. There is acquisition of property but that is done like any other acquisition via a purchase and sales agreement. The money to pay for the purchase and sales agreement comes from current tax base. A TIF District works with increment tax base. For example when a company comes in and makes an improvement it increases the tax base and that increase is used to pay for the bond. The tax base we have currently is not affected and the money isn't coming from the municipality or the school district.

Acting City Manager/Finance Director Milner stated the timeline for the TIF Plan has been as follows: The TIF plan was approved on January 3, 2017, the TIF Advisory Board was created on February 5, 2018, TIF Advisory Board met on February 14, 2018, the public hearing for TIF Amendment #1 was held on March 5 and per NH RSA we had to wait 15 days between the public hearing and when the council takes action which brings the council to this meeting. There is no public comment on this in tonight's meeting as that was held on March 5, 2018.

Councilor Clarenbach stated he saw some reference to the TIF board meeting on the 14th and asked if there are minutes to that meeting. Acting City Manager/ Finance Director Milner stated it was a nonpublic meeting and there are minutes. It did go into the detailed the plan and the acquisition of the properties but the properties are not all under purchase and sales agreement at this time. Councilor Clarenbach stated to make sure the board is actually advising the council. The council should be able to see the background of the discussion in minute form would be appreciated and not a hybrid of a few sentences. Acting City Manager/Finance Director Milner stated the advisory board did make a change and added a few sentences at the bottom to approve the projects as we move forward. The board was uncomfortable having a nonpublic discussion and then having projects happen in public that they couldn't go back to the minutes. They want to advise as projects move forward and then ask the council for direction on properties that can actually be acquired.

Motion: ***Councilor Barton moved that the Franklin City Council approve TIF Amendment #1 for the proposed public improvements in the downtown and mill district area. Motion seconded by Councilor Dzujna.***

Amendment: ***Councilor Ribas moved that the Franklin City Council amend sentence "a" to say "The acquisition of properties... instead of "The acquisition properties...". Seconded by Councilor Brown.***

Councilor Clarenbach stated that Acting City Manager/Finance Director Milner mentioned there were portions of the amendment changed by the board. Acting City Manager/Finance Director Milner stated the change is the paragraph above the last sentence at the bottom was added by the TIF Advisory Board. This is the exact proposed amendment that was for the public hearing.

All in favor; amendment passes.

Roll Call:

Councilor Barton	yes	**Councilor Desrochers**	abs	**Councilor Ribas**	yes
Councilor Brown	yes	**Councilor Dzujna**	yes	**Councilor Trudel**	yes
Councilor Clarenbach	yes	**Councilor Moquin**	yes	**Councilor Zink**	abs

All in favor; motion passes as amended.

Acting City Manager/Finance Director Milner stated the second piece to this is Resolution #21-18 to authorize the city to borrow the $1M bond and to set a public hearing on April 2.

Motion: ***Councilor Clarenbach moved that the Franklin City Council set a public hearing for Monday, April 2, 2018 at 6:00pm for Resolution #21-18 an authorization to borrow up to $1M to finance amendment #1 of the Franklin Falls Use Tax Increment Financing District. Motion seconded by Councilor Ribas.***

All in favor; motion passes.

Councilor Clarenbach read Resolution #21-18:

A Resolution Relating to the authorization to borrow for Franklin Falls Mixed Use Tax Increment Financing District Amendment #1.

In the year of our Lord, Two Thousand Eighteen,

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted Amendment #1 to the Franklin Falls Mixed Use Tax Increment Financing District at a schedule City Council meeting on March 21, 2018, and;

WHEREAS, the Franklin City Council wishes to finance the amendment with tax increment from the district for an amount not to exceed $1,000,000 over a 20 year term, Now,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, May 7, 2018 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #21-18 to authorize the issuance of not more than $1,000,000 (one million dollars) of bonds via a bond anticipation note in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the municipal officials to issue and negotiate such bonds, determine the rate of interest thereon and authorize the Mayor and Treasurer to sign all necessary paperwork thereof.

By a roll call vote.

Councilor Trudel stated that the Joint Finance Committee meeting is scheduled for March 26 but the school would like to reschedule that meeting to April 17 at 6:00pm downstairs. He asked if the council had any issues with that and no one opposed that date.

Motion to adjourn made by Councilor Dzujna and seconded by Councilor Ribas. All in favor; meeting adjourned at 6:17 p.m.

Respectfully Submitted,

Lauraine G. Paquin

PENDING COUNCIL APPROVAL

City Council Meeting
April 2, 2018

Call to Order

Mayor Giunta called the meeting to order in the Council Chambers, Franklin City Hall at 6:01 p.m.

In Attendance

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

Absent

Councilor Barton Councilor Desrochers

Salute to the Flag was led by Councilor Zink.

Mike Davey from EEI stated they have been working with the City of Franklin for the past six (6) years. The school district put out an RFQ and EEI was selected. They performed an energy audit and some of the biggest concerns was two of the boilers were down. One of them was red tagged and the other had a component that needed to be replaced. The HVAC controls were antiquated at the high school. In the middle school they are 30 years old. There were some small items to be done such as insulation at the high school, insulation at the SAU office and led lighting including making the lights dimmable in the classrooms. They were looking at a project to meet their needs from an energy standpoint. This type of project doesn't fix all needs as they tried to stay within a twenty (20) year payback. There is a bond expiring next year so the goal was to keep the new bond payment less the energy savings to be a budget reducer. The items they didn't put on to replace were the HVAC at the middle school, they didn't recommend replacing all boilers and they didn't put variable speed drives at the middle school.

The project proposed is $1,491,000 and combined with the roofing amount will get them to the $2M amount. He stated EEI also offered to monitor the roof installation at no additional charge since they will be done in conjunction with each other. The energy savings will be $76K annually.

Councilor Trudel stated at the joint finance committee meeting EEI went into a lot more detail as shown on the slides. There were a few questions regarding the age of current equipment and the time frame for completion.

Public Hearings

Resolution # 13-18 –School Board Chairman Dow stated the energy audit was a brainstorm between the school board and the city council. The guaranteed savings by EEI is $76,061 annually which is $1, 293,037 over the twenty (20) years. The first year there is a rebate of $167,085 plus the $76K for a total savings of $243,146 and that savings will cover the 1st year payment. School Board Chairman Dow stated this past winter he received numerous texts that the boilers were down in the high school

and Paul Smith School. These are items that need to be replaced. In the first year after paying the note there will be $96,146 that can go back into their budget. He handed out a three (3) year comparison. In the last year they have spent $73,228.57 in repairs for the boilers. Once these are replaced the issues will go away. There are sections of the roof that have leaked at the middle school and these are repairs that are needed now. The current bond's final payment is due on 8/15/19 in the amount of $256,562 with an interest rate of 5.20%. The new bond payment will be $139,684.20 with a rate of 3.54%. If this is paid on a monthly basis over the term of the loan there would be a savings of $41,052.86. They are looking at Franklin Savings Bank to finance this. These items need to be fixed for the City of Franklin's children.

Resident Horn stated the education he has received in four (4) years about forward thinking a government has to do with tight budgets and this plan is an example of that. The department heads are always thinking outside the box to bring in revenue so the city council should take this all into consideration.

Resolution # 19-18 – no comments.

PILOT Agreement – no comments.

Resolution # 21-18 – Annette Andreozzi stated that she didn't see where there was a motion for this Resolution in this packet. Annette Andreozzi stated her first question is "If there wasn't something added to the amendment at the next council meeting it would allow the advisory board to act without coming back to the city council so was that changed. Acting City Manager/Finance Director Milner stated the motion was in the March 21st minutes which are not part of this packet and the vote was taken in public at the March 21st meeting. Also at the March 21st meeting the amendment was discussed that was put in place by the advisory board. The reason the advisory board put the amendment forth was they were uncomfortable approving the project in nonpublic session and not having public minutes for the project. They will be bringing this back when it can be talked about in public session. Annette Andreozzi clarified that today they were going to vote on a bond that wasn't approved yet. Acting City Manager/Finance Director Milner stated the amendment was approved for the projects that were in the amendment. Tonight is a public hearing for the bond anticipation note that will be appropriated during the FY19. The council can't vote on this until the next council meeting due to the Municipal Finance Act you must wait fifteen (15) days after the public hearing to take a vote. The vote will take place at the May 7 City Council meeting. Annette Andreozzi stated she goes back to her original objection that goes back to the amendment public hearing that is gives too much authority to the advisory board. It allows the advisory board to spend too much money. She objects to the bond for the same reason. If an advisory board has the authority, regardless of what the city thinks about it coming back, and the city doesn't change it to make it clear to have it come back to them is the grounds she makes her objection to the bond. She stated she doesn't object to make the change in the district she would like the public to have an input on how the money is spent and what is going on with the properties. Acting City Manager/Finance Director Milner summarized that the amendment doesn't have the wording but the TIF document does state that the advisory board is just advisory in nature. The TIF Administrator is the City Manager and the City Manager is required to come back to the council.

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.

Annette Andreozzi stated she would like it on record that at least two (2) and probably many more residents of the City of Franklin applaud the service of Deb Ryba who retired last week. She was an invaluable asset to this city. She was always helpful and she was very valued.

Leigh Webb stated he read an editorial in the Concord Monitor from Mayor Giunta on the decision on the SEC denying Northern Pass. Mayor Giunta's editorial was mainly on the electric rates, which are very high, which keeps businesses from coming of expanding. The state doesn't have an intelligent energy policy going forward to ensure that all renewable energy resources are used.

Mayor Giunta stated that he wrote the article as the issue is bigger than the City of Franklin. He would like people to stop thinking about this for them as it is about the large amount of money businesses pay and what the state could loss if those businesses leave NH because the electric rates are so high compared to the states around us. He would like people to begin thinking not about what they save but how much the business they work for pays. What if that business shut down and left NH then what would that individual do for employment.

Legislative Comments – Rep. Horn stated he started using the ISO to go app (real time data) and it shows that NH has higher electric rates than Maine, Vermont, Connecticut and Rhode Island. He has seen what the legislature is putting out for an energy policy and NH electric rates are very expensive and the number of contracts signed keeps rates artificially high.

All the house bills have been disposed. They are now hearing senate bills. He had spoken with Acting City Manager/Finance Director Milner about some current legislation and voted based on that.

County budget has been confirmed with a modest increase for the 2nd year in a row as the increase is less than .07%. He is concerned Merrimack County is living above their means as they are taking money again from a fund balance that was an overpayment on premiums for health benefits. The fund won't be around forever. The county needs to figure out how to cut costs.

Councilor Dzujna asked if the money from the fund balance does the county need to have a specific amount in that fund balance. Rep. Horn stated no. He stated that they have been using money out of that fund for the past four (4) years. They need to figure out how to cut the costs an example is the nursing home was using oil so crude that it needed to be cycled two separate times so it could then be used to heat the facility and was highly expensive. They have taken that off line and gone to a wood chip furnace to save costs. Over the last two (2) years there has been an increase in taxes of 3.5%. The Dept. of Corrections has had revenue increases over what was predicted. The county as a whole needs to find more revenue streams as the county's budget is $82M minus the court.

Acting City Manager/Finance Director Milner thanked Rep. Horn for voting on the right to know bills.

Rep. Horn stated SB55 started in the senate and he doesn't anticipate it making it to the floor.

City Council Acknowledgements – Councilor Dzujna wanted to thank Chief Goldstein regarding his radio comments about the opioid crisis and the Franklin Mayor's Drug Task Force on radio 89.1.

Mayor's Update – Mayor Giunta mentioned that the sister city agreement with Kaohsiung Taiwan and they want to expand the sister city agreement by looking to make the City of Franklin a smart city. There is a technology giant in that city and they would like to team up with the City of Franklin.

Motion: ***Councilor Brown moved that the Franklin City Council accept the city manager's contract as presented to them in the hiring of Judie Milner as Franklin's City Manager. Motion seconded by Councilor Dzujna.***

All in favor; motion passes.

Mayor Giunta introduced the new City Manager Judie Milner who has worked for the city for nine (9) years as Finance Director.

City Manager Milner thanked the council for their due diligence in finding a new city manager and also their patience with her. She thanked the department heads for their support. She thanked the public for their support in her. She also thanked her husband for the being the finish pusher in the end. She knows she has big shoes to fill and is up for the challenge and loves the City of Franklin.

The council recessed for twenty (20) minutes at 6:49 p.m.

The council reconvened at 7:11 p.m.

Agenda Item I.

City Council to consider the minutes of the March 14th City Council Special Meeting and the March 5th City Council meeting.

Motion: ***Councilor Clarenbach moved that the Franklin City Council approve the minutes of the March 14, 2018 City Council Special Meeting and the March 5, 2018 City Council meeting. Motion seconded by Councilor Trudel.***

Councilor Ribas stated he gave Lauraine a few small changes.

All in favor as amended; motion passes.

Agenda Item II.

School Board Report

Superintendent LeGallo passed out academic achievement ratings testing results from Paul Smith School grades 2 & 3. He passed out an invitation for April 12 "Now is the Time" event at the high school done by Project Award and the Franklin Mayor's Drug Task Force. The strategic planning day is Saturday, June 9 from 8:30 am-4:00 pm and they would like one (1) city councilor to attend.

The school board has passed a budget for $15,272,335 and that is after the superintendent and school board cut $822K. Revenue is looking like $14,251,000 so they have a shortfall of about $1M again this year. There is a liaison meeting on the 11th and a joint finance meeting on the 17th. School Board Chair Dow and himself will be going to Concord on Wednesday morning for the SB193 hearing. They received their second safety grant of $32K for phones for Paul Smith and the Middle School. They put in for a $500K grant and received word back that they could potentially get $100-$300K if this round gets funded. Last month there was a safety drill conducted at the high school with Police Chief Goldstein and Officer Hart. School Board Chair Dow and himself met with Mayor Giunta and Police Chief Goldstein and talked about safety in the district. The accreditation report is with the school board and will be discussed at their April meeting. The school board has selected Melanson's roof bid that came in at $406K + any additional expenses if found.

Councilor Moquin reaffirmed that the roof will be done this summer. Superintendent LeGallo stated that is the plan if funding is approved.

Agenda Item III.

City Wide Emergency Preparedness Presentation.

Fire Chief LaChapelle spoke about what the city is doing to prepare for any major incident city wide based on questions that are being asked locally and statewide. He stated he has been asked "is the city ready" by Councilor Trudel. Fire Chief LaChapelle believes no city in America will ever be ready but they can prepare. The City of Franklin is planning, preparing, practicing, training and educating. The organizations that the city is partnering with are SAU #18, Mountain Ridge Golden Crest and Peabody Home. They are also working closely with NH Homeland Security & Emergency Management, city buildings, Tilton PD, Tilton/Northfield Fire and Sanbornton Fire. They will only operate in the warm zone.

Police Chief Goldstein stated they have full tactical gear and M4's from the military. If there is an event it is all hands on deck. The safety of all is the first and foremost the responsibility. They use the M4 for precision up to 100 yards. There is no guarantee that it won't happen here.

Fire Chief LaChapelle stated they train and are engaged regularly for active shooter events.

Jack Finley stated that per RSA 198.64, the City of Franklin is one of the first in compliance with this RSA. Everyone has the emergency operation plans on their personal devices. They implemented the 8th emergency response action plan that the NH Homeland Security put out in all school buildings. The school staff understands that if there was an incident they are the first responders and have been given the information for that. In creating the plan several have gone to the Emergency Management Institute.

Councilor Moquin stated this information needs to get out to the community as to what is being done.

Mayor Giunta stated Governor Bevin of Kentucky mentioned that thirty (30) years ago students were bringing guns to school so what has changed in society from then to today? That is the question that needs to be asked today.

Agenda Item IV.

City Council to consider EMPG Grant for a generator for the Fire Station.

Motion: ***Councilor Clarenbach moved that the Franklin City Council authorize the City Manager to sign all documents needed to process the Emergency Management Performance Grant for the replacement of the emergency generator at the fire station. Motion seconded by Councilor Trudel.***

Councilor Trudel mentioned the generator is not brand new. Fire Chief LaChapelle stated that is correct it has 100 hours on it and will save them $50K on the generator project. This grant also covers the electrical system at the fire house. Councilor Zink asked what is the soft match portion of the grant. Fire Chief LaChapelle stated it is this meeting tonight, the hours in preparation of meetings in replacing the generator, construction of the concrete pad, removal of old generator and the site work.

All in favor; motion passes.

Agenda Item V.

City Council to consider to consider adopting Resolution #13-18, allowing Franklin School District to borrow $2M for the purposes of funding the middle school roof repairs and district wide energy upgrade projects.

Motion: ***Councilor Ribas moved that the Franklin City Council adopt Resolution #13-18 allowing the Franklin School District to borrow $2M on a twenty year note from Franklin Savings Bank (FSB) at the rate of 3.54% for the purposes of funding the middle school roof repairs and district wide energy upgrade projects and authorizing the City Mayor to sign all necessary paperwork. Motion seconded by Councilor Brown.***

Councilor Clarenbach stated he needs to recuse himself as he is a Director at the lending institution.

Councilor Dzujna stated the joint finance committee discussed the $2M bond. Do we need to borrow the full $2M. School Board Chair Dow stated yes once they begin working on the roof there can be additional expenses. If they don't use all the money they can go back to FSB and rework the bond. Councilor Dzujna asked if there were prepayment penalties and City Manager Milner stated no. Mayor Giunta asked School Board Chair Dow if he was alright with changing the wording to "up to $2M...". School Board Chair Dow stated he was fine with that change.

Amendment: ***Councilor Ribas moved that the Franklin City Council change the wording of the previous motion to say "to borrow up to $2M...". Motion seconded by Councilor Dzujna.***

All in favor; amendment passes.

Roll Call:

Councilor Barton	abs	**Councilor Desrochers**	abs	**Councilor Ribas**	yes
Councilor Brown	yes	**Councilor Dzujna**	yes	**Councilor Trudel**	yes
Councilor Clarenbach	abstained	**Councilor Moquin**	yes	**Councilor Zink**	abs

All in favor, amended motion passes.

Agenda Item VI.

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

Motion: ***Councilor Dzujna moved 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. Motion seconded by Councilor Ribas.***

All in favor; motion passes.

Agenda Item VII.

City Council to consider approving the PILOT agreement for Industrial Park Drive Solar.

Motion: ***Councilor Trudel moved that the Franklin City Council approve the PILOT agreement for Industrial Park Drive Solar and authorize the City Manager to sign the agreement on behalf of the city. Motion seconded by Councilor Dzujna.***

Councilor Zink asked if there was a time line to start. City Manager Milner stated this is currently built and the engineers have come up with a plan to fix the issues. Councilor Clarenbach mentioned RSA 72:74 V and are we doing this on a megawatt & capacity number or are all projects, including a larger one, will be $3500. Mayor Giunta stated it would be of comparable. These projects are 1 megawatt but if you had a 5 megawatt then it would be comparable like five times that amount. Councilor Zink asked on section seven (7) of the contract did they pay the $3500 and did the city enact anything when they were given a decease and desist order per RSA 85.50? City Manager Milner stated the contract expired on these projects and have not been running as of this year. Last year these were not built so they didn't have to pay. Councilor Clarenbach stated the old Hydro plant was based on generation and they had business interruption insurance so if they stopped generating they got paid but the city didn't. If the solar project for some reason doesn't produce power the city will receive money. Councilor Zink asked if the city attorney reviewed this and City Manager Milner stated yes and there were no concerns.

All in favor; motion passes.

Agenda Item VIII.

City Council to consider setting a public hearing to grant a Discretionary Barn Easement for 916 South Main Street, Tax Map 104-002-00.

Motion: ***Councilor Ribas moved that the Franklin City Council schedule a public hearing on Monday, May 7, 2018 beginning at 6:00 pm in the Council Chambers, Franklin City Hall concerning a Discretionary Preservation Easements application for 916 South Main Street. Motion seconded by Councilor Brown.***

All in favor; motion passes.

Motion: ***Councilor Clarenbach moved that this be read in title only. Councilor Ribas seconded.***

All in favor; motion passes.

Mayor Giunta read the Discretionary Preservation Easement in title only.

Agenda Item IX.

City Council to consider setting a public hearing for 5 PILOT agreements for City Solar Project.

Motion: ***Councilor Ribas moved that the Franklin City Council set a public hearing on Monday, May 7, 2018 at 6:00 pm, regarding payment in lieu of tax agreements for the following solar projects: Ashfill Solar, LLC, Franklin Town Solar 1, LLC, Franklin Town Solar 2, LLC, Lakeshore Drive Solar, LLC and Commerce Way Solar, LLC. Motion seconded by Councilor Dzujna.***

All in favor; motion passes.

Motion: ***Councilor Dzujna moved that this be read in title only. Councilor Ribas seconded.***

All in favor; motion passes.

Mayor Giunta read each agreement in title only.

Agenda Item X.

City Council to decide to retain Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA to pursue civil remedies against those in the chain of distribution for opioid epidemic.

Motion: ***Councilor Ribas moved that the Franklin City Council retains the law firm Levin, Papantonio, Thomas, Rafferty & Proctor, PA on a contingent fee basis to pursue civil remedies against those in the chain of distribution of prescription opiates responsible for the the opioid epidemic and authorize the Mayor to sign the engagement to represent on behalf of the City. Motion seconded by Councilor Brown.***

City Manager Milner stated that Mayor Giunta, Police Chief Goldstein, Fire Chief LaChapelle and herself met with Thomas Colantuono about a national mass tort lawsuit to recover monetary damages from the pharmaceutical manufacturers and distributors for their role in the opioid epidemic. Over 350 municipalities nationally have signed on to this suit in hopes to recover money. There is no cost up front. If there is an award the lawyer's fees would come out of that first and then the remaining money will be given to the municipalities. The NH AG's office is also doing something similar in NH but from past experience the municipalities don't always see money from that. With this lawsuit it will be the municipalities that will see any award. Currently this suit will be heard in Ohio. Councilor Zink stated this firm is from Pensacola, FL and has anyone reviewed their trial record and see if they can try this case. City Manager Milner stated she hasn't looked at their trial record and a NH law firm contacted us as there needs to be a firm in each state for the suit. This NH firm is very confident in the Florida firm. Mayor Giunta stated that Atty. Colantuono is a former state senator and a former federal judge and he was very confident moving forward with this. Atty. Colantuono was ill this evening and would come back at another time to answer any questions the council might have. Councilor Dzujna asked how they are going to award any monies they get. Mayor Giunta stated communities would get monies by population and calls. Councilor Ribas stated they approached us and maybe look at other firms doing this and take a step back and look at this next month. Councilor Dzujna asked if there is a time limit on this. City Manager Milner stated they can address this at the next city council meeting. Mayor Giunta stated Atty. Colantuono can come to us next month. He stated he was approached by a lobbyist in Concord and he mentioned there is a DC Law Firm that was interesting in coming to NH to talk about this but he hasn't heard back from him in three (3) months. Councilor Brown stated in the FAQ's it lays out the costs.

All in favor; motion passes.

Agenda Item XI.

City Council to consider approving lease of City property to Dan Fife.

Councilor Clarenbach asked how many acres is Dan using and City Manager Milner stated it is 11 acres. City Manager Milner stated she received a statement from Councilor Desrochers. The letter from Councilor Desrochers stated there are 23 acres set aside for the solar that hasn't come to fruition. He would like the acreage released for the Fife Farm until such time that the solar project becomes reality. This piece has been held out for several years and is starting to get overgrown and will eventually become unable to farm on. He stated that the open spaces and farm land are important to Franklin. Councilor Clarenbach stated that contractually we can't allow the use of that land.

All in favor; motion passes.

Agenda Item XII.

Other Business

1. **Committee Reports** – Councilor Dzujna stated they had a liaison meeting on March 12. IT was very good discussion. They spoke about what the liaison committee is and officials posting half-truth things on facebook that hurts the city. He did a handout on the TIF district and the 79 E for downtown revitalization. School Board Member Burns brought up the school's strategic plan. It was mentioned that the city doesn't have a strategic plan. Although the city doesn't have a formal strategic plan the city does have a newly updated master plan and new CIP plan that is not funded. Back in 2015 the city had Franklin for a Lifetime and he felt that the citizens gave the city a strategic plan. They wanted workforce housing, downtown cleaned up, better facades for downtown, safer downtown and better utilization of the trails. All of these items the council got behind and have done many of these. He asked if Primex brought in to help develop a strategic plan or use what the citizens wanted from Franklin for a Lifetime event. Mayor Giunta stated that a strategic plan is a partnership with others and has to be malleable. The city doesn't have money to do many of them items. Councilor Moquin stated the city has to partner with the school with a strategic plan. Councilor Dzujna agreed they should partner each other. He mentioned consolidation or collaboration needs to happen. Mayor Giunta asked Councilor Dzujna to come up with a vision in that committee. Councilor Clarenbach stated of all the boards he is on this is the only one that doesn't have a strategic plan. He feels there needs to be more structure like what the strengths and weaknesses are.

2. **City Manager's Update** –City Manager Milner stated the Contingent Grant Line received $1,047.84 from the Bucky Lewis fundraiser for the Mayor's Drug & Alcohol Task Force.

   On March 22nd attended the NH Business Review's annual Best of Business (BOB) awards as the City of Franklin won the editor's choice for "most Promising Downtown Development.

Councilor Dzujna and his wife Christine, Councilor Brown and her husband Scott, Police Chief Goldstein, Downtown Coordinator Niel Cannon, Todd Workman and Jenisha Strestha from PermaCityLife and Orli Gottlieb of Mill City Park also attended the event.

On June 22-24 the Winni Days event is taking shape to happen and will be a fundraiser and awareness event for Mill City Park in the downtown.

The city awarded contracts to VHB of Bedford, NH for permitting and Recreation Engineering & Planning of Colorado for preliminary design for the White Water Park. These contracts are made possible by the federal grant the City received. The land and water conservation grant that was filed for Mill City Park has moved to the next phase for federal approval. Thanks to Dick Lewis, Niel Cannon and Marty Parichand for putting together a great package.

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

Deb Ryba, Assessing Technician, retired on March 30 and Lauraine Paquin, city's current executive secretary will be moving into that position. Interviews will be held March 28 & 29 for the executive secretary position.

LRGH is not renewing its PILOT agreement with the City of Franklin for Franklin Regional Hospital. CEO Kevin Donovan asked for a list of the services that the city is providing at no charge due to the PILOT agreement.

City Manager Milner has spoken with Eversource with regards to their abatement request and is waiting to hear back from them.

The auditor has prepared the city's financial statements for this year. There will be temporary help from Robert Half Co. to assist in the finance office until a finance director can be hired. City Manager Milner recommended that the school board and city council extend the current contract with the auditors for FY2018 & FY2019 since the city is hiring a new finance director and the school is hiring a new business administrator.

Motion: ***Councilor Clarenbach moved that the Franklin City Council extend the current auditors contract to include FY2018 and FY2019. Motion seconded by Councilor Ribas.***

All in favor; motion passes.

Budget season is upon us and the public hearing would be on the City Council's July 2 meeting date. The drop dead date to schedule the public hearing is June 20 so the last meeting for budget discussions will be June 18. The following are the six (6) meeting dates for the budget: May 9th – school has agreed to this date, Monday, May 14, Weds., May 30, Tuesday June 6,

Monday, June 11 – outside agencies and Weds, June 13 for budget clean-up. The does leave June 14, 15 and 18th if needed.

Councilor Ribas stated June 5 is auditions. City Council agreed to move that to June 6.

The Haynes Brook Project is in its preliminary stages and Liberty Utilities is currently working to move their line but have run into granite issues. This will take three (3) weeks rather than the one (1) that was originally planned. Once they are finished Daniels Construction will begin and it will take twelve (12) weeks to for the project.

3. **Late Items** – none

Councilor Dzujna asked about the Eversource abatement. City Manager Milner stated she hopes Eversouce will move forward and not continue with the abatement.

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 or real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community. Motion seconded by Councilor Dzujna.***

Roll Call:

Councilor Barton	abs	**Councilor Desrochers**	abs	**Councilor Ribas**	yes
Councilor Brown	yes	**Councilor Dzujna**	yes	**Councilor Trudel**	yes
Councilor Clarenbach	yes	**Councilor Moquin**	yes	**Councilor Zink**	abs

All in favor; motion passes.

Entered nonpublic session at 8:55 p.m.

Motion: ***Councilor Clarenbach 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 9:12 p.m.

Motion: ***Councilor Dzujna moved that the Franklin City Council seal the minutes. Motion seconded by Councilor Trudel.***

Roll Call:

Councilor Barton	abs	**Councilor Desrochers**	abs	**Councilor Ribas**	yes
Councilor Brown	yes	**Councilor Dzujna**	yes	**Councilor Trudel**	yes
Councilor Clarenbach	yes	**Councilor Moquin**	yes	**Councilor Zink**	abs

All in favor; motion passes.

Motion to adjourn made by Councilor Ribas and seconded by Councilor Zink. All in favor; meeting adjourned at 9:13 p.m.

Respectfully Submitted,

Lauraine G. Paquin

CITY COUNCIL MEETING

AGENDA ITEM II

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
May 1, 2018

From: **Judie Milner, City Manager**

Subject: **Resolution 21-18 Authorization to borrow $1m BAN to Bond for TIF Amendment #1**

Recommendation:

I recommend the City Council adopt resolution 21-18 authorizing the borrowing of $1,000,000 for the projects associated with TIF amendment #1 approved at the March 21, 2018 City Council meeting.

Suggested Motions:

May 7, 2018

Councilor moves, "I move that the Franklin City Council adopt resolution 21-18 authorizing the borrowing of $1m in bonds through bond anticipation notes for the projects associated with Franklin Mixed Use Tax Increment Financing District amendment#1 by a roll call vote."

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

Discussion:

This is the final step of funding the Franklin Falls Mixed Use tax increment financing district amendment #1 project. Timeline is as follow:

1/3/17	Franklin Falls Mixed Use Tax Increment Financing District (TIF) Established
2/5/18	Resolution 16-18 establishing TIF board
2/14/18	TIF advisory board approved amendment #1 as revised
3/5/18	Public Hearing held on TIF amendment #1
3/21/18	City Council Approved TIF amendment #1
4/2/18	Public Hearing held on resolution 21-18 authorization to borrow for TIF amendment #1
5/7/18	Council to consider adopting resolution 21-18

Fiscal Impact:

FBIDC is purchasing properties through loan from CRDC. BAN will be issued by the City to repay FBIDC in FY2019 with interest payments made from captured CATCH increment (approx. $48,000). Remaining funding from $1m will pay for improvements – parking, green space, lighting, access to Central Street, etc. After bonding (likely FY2020), bond payments will be funded through a partial increment ($2,621,290 at current tax rate) of JP Stevens Mill >$20m project. Estimated taxes received from finished JP Stevens project is $511,200 (at current tax rate).

Alternatives:

Do not fund TIF Amendment #1. Developer may not proceed with JP Stevens Mill project.

Attachments/Exhibits:

Resolution 21-18
CAR & adopted TIF Amendment#1

CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin, NH 03235

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

RESOLUTION #21-18

A Resolution Relating to the authorization to borrow for Franklin Falls Mixed Use Tax Increment Financing District Amendment #1.

In the year of our Lord, Two Thousand Eighteen,

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted Amendment #1 to the Franklin Falls Mixed Use Tax Increment Financing District at a schedule City Council meeting on March 21, 2018, and;

WHEREAS, the Franklin City Council wishes to finance the amendment with tax increment from the district for an amount not to exceed $1,000,000 over a 20 year term, Now,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, May 7, 2018 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #21-18 to authorize the issuance of not more than $1,000,000 (one million dollars) of bonds via a bond anticipation note in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the municipal officials to issue and negotiate such bonds, determine the rate of interest thereon and authorize the Mayor and Treasurer to sign all necessary paperwork thereof.

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
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 Winnipesaukee 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

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 of 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 Winnipesaukee 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, April 2, 2018 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #21-18, authorization to borrow up to $1M to finance Amendment #1 of the Franklin Falls Mixed Use Tax Increment Financing District.

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
April 2, 2018 City Council Meeting

Subject: City Council to consider the granting of a Discretionary Preservation Easement for 916 South Main Street. Hammond/Tomaszewski Owners, Map 104, Lot 002-00.

Suggested Motions:

April 2, 2018

Councilor moves, "I move that the Franklin City Council schedule a Public Hearing on Monday, May 7, 2018 beginning at 6:00 p.m. in the Council Chambers, Franklin City Hall concerning a Discretionary Preservation Easements application for 916 South Main Street."

Mayor calls for a second, discussion and vote.

May 7, 2018

Councilor moves: "I move that the Franklin City Council approves the application for a Discretionary Preservation Easement at 916 South Main Street Tax Map #104, Lot# 002-00.".

OR

"I move that the Franklin City Council denies the application for a Discretionary Preservation Easement at 916 South Main Street Tax Map #104, Lot# 002-00.".

Mayor calls for a second, discussion and vote.

Discussion: This is a renewal of an expiring 10 year easement previously approved by the City Council at 25% reduction in value. Please see attached application and documents from the City's assessors, Avitar & Associates. The procedure requires a public hearing to be scheduled and then after the public hearing a decision can be made by the Council.

Attachments/Exhibits: Draft 10 year Discretionary Preservation Easement Agreement, Avitar Associates recommendation, Easement application and documents, RSA 79-D

DISCRETIONARY PRESERVATION EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS that Leland J Hammond and Nita E Tomaszewski, joint tenants of the Abigail Webster Homestead of 916 South Main Street, City of Franklin, County of Merrimack, and the State of New Hampshire, (hereinafter "Grantor") for consideration of paid grants to the City of Franklin, of 316 Central Street, Franklin, County of Merrimack and the State of New Hampshire (hereinafter "Grantee") a discretionary preservation easement for an historic agricultural structure, located at 916 South Main Street, City of Franklin, County of Merrimack, and the State of New Hampshire, and described as follows:

This easement shall be for the preservation of two barns and attached ell, which is of English Style construction, which was built in the 1800's, having a total ground area of approximately fifty eight hundred ninety seven (5897.) square feet. The local tax map and lot number(s) for the land and the historic agriculture structure being classified is, book 104, lot # 002-00. This easement also includes the land necessary for the function of the barns.

For title purposes, please see deed from Andrew W. Tomaszewski to Nita E. Tomaszewski, dated November 25, 2002, and recorded at the Merrimack County Registry of Deeds at Book 2433, Page 1615.

Grantor agrees to maintain this barn in keeping with its historic integrity an character during the term of this easement to preserve its public benefit under RSA 79D: 3 and to further the purpose of RSA Ch. 79-D

In the event that the barn is destroyed by fire, storm or other unforeseen circumstances not within the control of the Grantor, this preservation shall be released without penalty in accordance with N.H. RSA –D 8,V. However, if the Grantor shall fail to maintain the structure in conformity with this agreement, or shall cause the structure to significantly deteriorate or be demolished or removed, this preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D: 8, I (a) and (b).

Under the guidelines of N.H. RSA 79-D: 7 the method of assessment for discretionary preservation easement structure shall fall within the range of between seventy-five (75%) percent and twenty-five (25%) percent. The local governing body has determined, through application of the criteria set forth in RSA 79- D; 3,II and in the guidelines of the New Hampshire Historic Agricultural Structures Advisory Committee, That Grantee will allow for a 25% decrease in assessment of the barn and the land necessary for the function of the building for the duration of this easement "to encourage the preservation of historic agricultural structures and prevent the loss of historic agricultural structures due to property taxation at values incompatible with their preservation." N.H. RSA 79-D: 1. This percentage off is multiplied by the full value assessment of the qualifying structure and land.

This easement shall be in effect for a period of ten (10) tax years starting with the 2018 tax year. Upon the expiration of the terms of this discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application.

This easement constitutes a burden upon the above real property of Grantor and shall bind all transfers and assignees of such property. This easement shall not be assigned, transferred, or released by the municipality without the consent of the owner, except as provided in RSA 79-D: 8.

In witness whereof, Grantor has set forth its hand and seal, this_____ day of _____, 2018.

Leland J. Hammond
Nita E. Tomaszewski

By:_____

By:_____

Subscribed and sworn to me this_____day of_____, 2018.

Notary Public
My Commissions Expires:

In witness whereof, Grantee of the City of Franklin has set forth its hand and seal, this _____ day of _____, 2018.

City of Franklin
By its City Counsel

Avitar Associates of New England, Inc.
A Municipal Services Company

February 20, 2018

City of Franklin
Deb Ryba, Assessing Technician
316 Central Street
Franklin, NH 03235

RECEIVED
MAR - 5 2018
CITY ASSESSORS OFFICE

Re: Discretionary Preservation Easement – Hammond/Tomaszewski

Dear Deb:

Nita Tomaszewski & Leland Hammond have submitted an application for a Discretionary Preservation Easement pursuant to RSA 79-D for a 34' by 50' barn and an attached 38' by 34' barn. This application is a renewal of an original application approved by the City in 2008.

As background, this law was created with the intent of providing for a means of encouraging preservation of historic agricultural structures by the acquisition of discretionary preservation easements by town or city governments to assure preservation of such structures which provide a demonstrated public benefit. In order to qualify, pursuant to RSA 79-D:3, II, *A discretionary preservation easement shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:*

(a) There is scenic enjoyment of the structure by the general public from a public way or from public waters.
(b) The structure is historically important on a local, regional, state, or national level, either independently or within an historic district.
(c) The structure's physical or aesthetic features contribute to the historic or cultural integrity of a property listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or locally designated historic district.

The structures included in this application are adjacent to and clearly visible from South Main Street (US Route 3). The documentation provided with the application identifies the property as once being owned by Abigail Webster, the older sister of Daniel Webster. This documentation also provides a brief history of the buildings and indicates that they date back to the late 1790's. Based on the information provided and based on my inspection of the property on February 16, 2018, I recommend that this application and the associated Discretionary Preservation Easement Agreement be approved. I also recommend that a land area extending approximately 10 feet beyond the footprint of the buildings be included in the easement.

Please feel free to contact me, should you have any questions.

Very Truly Yours,

Mark Stetson, CNHA
Assessor Supervisor

MS/sjc

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FOR REGISTER OF DEEDS USE ONLY

FORM PA-36

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

DISCRETIONARY EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT

LAST NAME	FIRST NAME
TOMASZEWSKI	Nita
LAST NAME: Hammond	FIRST NAME: Leland
STREET ADDRESS: 916 So. Main St	
ADDRESS (CONTINUED):	
TOWN/CITY: Franklin	STATE: NH / ZIP CODE: 0323--

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT

STREET: 916 South Main St			
TOWN/CITY: Franklin		COUNTY: Merrimack	
NUMBER OF ACRES IN PARCEL: 1.79		NUMBER OF ACRES IN REQUESTED EASEMENT:	
MAP#: 104	LOT#: 002-00	BOOK#: 2433	PAGE#: 1615
CHECK ONE: ☐ Original Application ☒ Renewal			TAX YEAR: 2018

STEP 3 REASON FOR DISCRETIONARY EASEMENT APPLICATION

☐ Preservation of a Golf Course ☐ Preservation of an airport ☐ Preservation of Open Space

☐ Preservation of land for outdoor recreation by/or for the education of the general public

Description of Public Benefit: See attached narrative

5,897 square feet subject to easement

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
Nita E. Tomaszewski	Nita E Tomaszewski	2/16/2018
Leland J. Hammond	Leland J Hammond	2/16/2018

PA-36 Rev. 3/13

FORM
PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

DISCRETIONARY PRESERVATION EASEMENT APPLICATION

(CONTINUED)

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

☒ APPROVED ☐ DENIED	Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials.
Comments:	

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (ink black ink)	SIGNATURE (in black ink)	DATE
Loren Martin	Loren Martin	2-25-18
Mark Stetson	[illegible]	2/26/18

STEP 7 DOCUMENTATION

Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted?	Yes ☐	No ☐

The Abigail Webster House and Barns

This is the opening Statement on the page for the application of the Discretionary Preservation Easement:

Like many Historic barns in New Hampshire, this centuries --old barn rest quietly at the crossroads:
Will it be saved from oblivion?
Or will it disappear from the New Hampshire landscape forever?

History – The First Hundred Years

Abigail Webster was the older sister of Daniel Webster. She was born on February 8, 1778 and died December 13, 1805. Her husband, William Haddock was born in 1769 in Haverhill, mass. Previous to 1794 he built what is now known as the Webster/ Tay House; also known as the Webster Mansion House. Its current use services as the Franklin Historical Society House. Mr. Haddock was a farmer and a currier. In 1797 he owned and operated a tannery at Punch Brook. In 1800 he exchanged the house (Webster Mansion) for the Ebenezer's Tavern that stood on the current land of the Abigail Webster Homestead.

The original footprint of the property consisted of the main house; horse carriage, sheds, ell and one barn. Probably there had been many outbuildings that have been long lost. Under the northern most barns there are one or two rock foundations that look like small sheds or pig pens? Recently, while doing some repairs we pulled out some old bottles. Sometime during the 1800's the Tavern was sold and moved. The carriage barn that was associated with the Tavern was moved and attached to the North end of the Abigail Webster Homestead complex. Or so, I have been told by local historians of the past.

An Interesting design element of these barns is that they are known as English style barns. That is that the opening (barn doors are located in the center of the barn) vs. a New England design (where the barn doors are located on the ends of the structure).The footprint in typical New England as there is a main house, an out Kitchen/ell and connected barns. However, what is unusual is that pre 1820 the barns usually faced away from the main road (most likely seeking a Southern exposure) and historically not connected. Post 1830 the barns the barns start to be facing the main road and are connected. This fundamental change in rural architectural planning indicates was relinquishing a nature-directed life style in favor of a more road-directed, town-oriented way of life. This anomaly can be explained:

- The railroad came in about 1840 and intersected the farm. The ell, carriage shed and first barn were moved. At that time more than likely the barn became an attached structure, from a southern exposure to facing the road.
- The second barn was moved circa 1880 and attached. Again this was moved to face the road and not a Southern expose. Thus, forming the current footprint.

History – The Second Hundred Years

The house and barn structures passed in ownership to the early part of the Twentieth Century to Clyde brown, who not only owned the Abigail Webster House but many other properties in the immediate area. Mr. Brown was responsible for establishing a very well-known antique shop at the Abigail Webster Homestead, with clientele from New York city and Boston. He was also responsible for the relocation of the Rumford House from Concord to Franklin adjacent to the Abigail Webster Homestead. Mr. Brown was on the Board of Director of the Franklin Savings Bank which he played a major role in the development of Franklin in the year part of last century.

The Hatch's and the Beaver's bought the house and turned the house into a very important restaurant, in the mid-thirties and forties. It was known for catering too many of the Presidential Primaries functions. There are numerous photos of Presidential candidates at the house or posing in front of the "famous "large American flag, which flew between the large Elm Trees in front of the house.

Since the house was primarily a business for most of the century, very little "harm" has been done to any of the structures in the name of "modernization'.

The Public Benefit

There is scenic enjoyment of this structure as it is situated along Route 3, coming from the South into Franklin. This part of the old "Lower Village" has been called the gateway into Franklin. In this small area is the landmark of the old fort of "Stevenstown", Daniel Webster's Elm Farm, The Orphans Home (current use is the Farnum Center) the Landmark of the

scalping of "Sarah Call" and the famous "Pulpit Rock".

There is historic importance of the area on local, state and National level for the reasons stated above. The structure is of interest, as the English barn style is not often found and is as sound of a condition as these barns are in.

Structure

The structural framing for all nineteenth to twentieth century barns was heavy timber, mortise- and-tension system. These barns are constructed from both hewn and sawn timers, but generally the barns have hewn timbers. There are some replacement timbers that are sawn. These barns both display an older system of flared or gunstock posts. The major rafting, minor-purlin roof framing is still in existence today.

First barn to the North is 50ft. in the front with a depth of 34 ft.. Middle barn is 38 ft. wide and 33 ft. in depth. The total square footage is approximately 2954 sq. ft.

Current Condition

The floorboards, supporting rock walls and timbers are in excellent condition. Much of the original hardware for the doors and windows are in place and has been brought up to working condition. The current condition reflects the work that had been done to the barns over the last 10 years to preserve and keep these historic barns. A supporting sill was replaced in the middle barn with a hand hewn hemlock. In fact most of the sills for both barns have now been replace or repaired. What once was critical was the roofing situation is now stabilized with metal roofing over all the structures. Lightning rods have been added as an added precaution.

Gutters have been added to the ell to channel water from pooling from under the barn creating a damp environment causing rot. These gutters had to be designed and custom fitted.

Although some of the doors and window have painted, caulked and rotting wood replaced. There is considerable rot on the North barn, East side fascia board next to the roof line. The East is yet to be done. This side is still sound but it needs complete restoration for the clapboards and painting, plus a rebuild of a door. What we could do ourselves, as we get older makes now rely on hiring help.

The Plan

The plan is the on-going maintenance and to devote the next few years to the East side. The estimated cost for us to invest in the East Side for both barns would be about a $10,000. That does not include the general upkeep of the barns with no unforeseen expense. You will find a sample of the purposed easement with my application for your consideration.

References:

Big House, Little house, Back House, Barn
"The Connected Farm Buildings of New England"
By: Thomas C. Hubka
University Press of New London
Hanover and London

History of Salisbury, New Hampshire
From Date of Settlement to Present Time (1890)
Collated By:
John J. Dearborn
Higginson Book Company
Salem, Massachusetts

Renovating barns, Sheds& Outbuildings
By: Nick Engler
Storey Books
Pownal, Vermont

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A North Barn

B Central Barn

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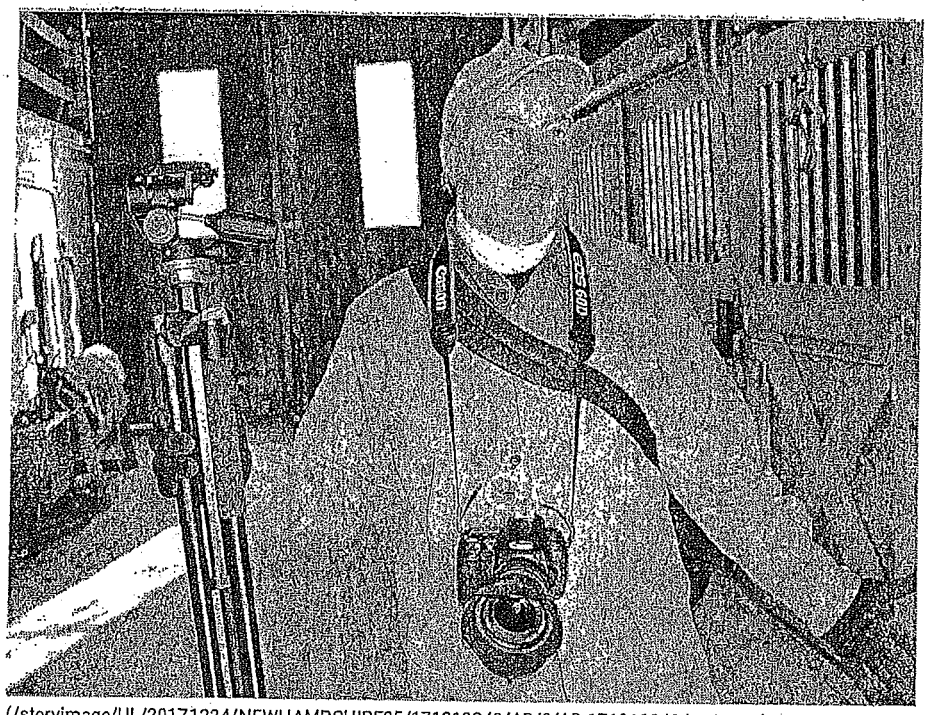
Historic barns connect NH to its rural past

BY BEA LEWIS
SUNDAY NEWS CORRESPONDENT December 23, 2017 5:33PM (/apps/pbcs.dll/search?Category=SEARCH&q=&StartDate=20171224)



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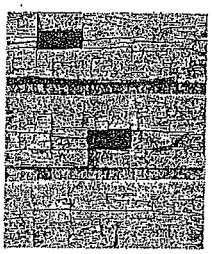
Rick Kipphut talks about the historical and cultural significance of agricultural buildings in New Hampshire as he prepares to photograph the architectural features of a Center Harbor barn. (Bea Lewis photos/Sunday News Correspondent)



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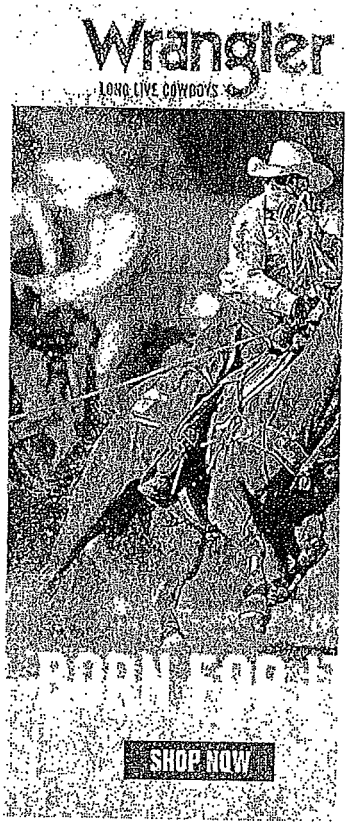
Hand-hewn beams with mortises are key components of many of the early barns built in New Hampshire and construction

CENTER HARBOR — As family farms continue to fade, a Lakes Region group is determined to identify and preserve historic barns that once stood at the heart of agrarian life here.

The Center Harbor Heritage Commission has partnered with volunteer Rick Kipphut to document every barn 50 years or older in town. The project is a joint effort with the New Hampshire Preservation Alliance's "52 Barns in 52 Weeks" campaign to increase awareness of the need to preserve these symbols of the state's rural roots.

Farmers built barns to shelter livestock and store hay and harvest. The structures evoke a sense of tradition and permanence, and embody the close connection the



MOST POPULAR ARTICLES

Today | 48 Hours

Fireball lights up night sky over New England (/Fireball-lights-up-night-sky-over-New-England)

techniques and materials provide important clues as to their age. (Bea Lewis/Sunday New Correspondent)

people who built them and worked in them had to the land, said Kipphut. He has surveyed 15 barns in Center Harbor already, has 20 more on his list and is on the hunt for more.

Recently, Kipphut documented the circa 1876 Longwood Farm barn on Route 25, next door to Camp Restaurant. It once housed a prize-winning herd of Guernsey cattle owned by Edward Sereno Dane. Kipphut also surveyed the 1903 Keewaydin dairy barn on Route 25B, a landmark that stands out for its unusual tile silo.

After making contact with barn owners via postcard, Kipphut makes arrangements to visit the property. On average, he spends three to four hours at a barn, making notes and occasionally answering questions the present owner might have about its construction, use or history.

Sometimes Kipphut is on the receiving end of information as owners regale him with their barn's provenance and providence through generations.

"People have been very gracious. They are connected to their barns, their history, and are proud of them," Kipphut said.

During the survey, Kipphut fills out a farm reconnaissance inventory that documents construction materials and features. He photographs each barn inside and out and the pictures are digitally embedded in the completed report, which is shared with the property owner and will be added to Center Harbor's "Cultural and Historical Resources Inventory" as part of the update of the town's master plan.

Kipphut also informs owners as to the resources available to help maintain their historic barn.

Signed into law in 2002, RSA 79-D authorizes municipalities to grant property tax relief to barn owners who can demonstrate the public benefit of preserving the structure and who agree to sustain it for a minimum of 10 years.

Kipphut graduated with a master's degree in historic preservation from Plymouth State University in May. He came to historic preservation late in life after teaching business at Quinnipiac University.

When he's not working as a staff member in the library at PSU, he puts his research skills to work, researching barns.

"Everything is online when it comes to deed research. It's very helpful," he said.

Before taking on the Center Harbor project, Kipphut surveyed the massive barn that is now home to one of the North Country's most popular tourist spots and eateries, Polly's Pancake Parlor in Sugar Hill.

Property owners Kathie and Dennis Cote approached selectmen with information from the survey and were able to prove the public benefit of preserving the circa 1886 structure. Following a public hearing, the couple was granted a tax break.

"It not only safeguards a historic structure but a shared landscape resource," Kipphut said of RSA 79-D.

On a recent Saturday as he set up a camera and tripod, Kipphut said barns

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Gift of Lights

are so much more than a nostalgic remnant of a bygone era. They are a slice of history that's uniquely New Hampshire and worth appreciating, he said. The landmark structures not only make the past present, they reflect changing farming practices, construction techniques and technologies.

The cultural value of a barn can't be considered in isolation, Kipphut said. Many are intimately connected with the families who built them and are intertwined with the surrounding community.

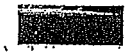
Weathered wood siding, a grand cupula, cut granite blocks, hand-hewn beams, mortise and tenon joinery, plank flooring scarred by decades of use — it all contributes to the special character of a barn.

A barn crowded by suburbs is not a barn in the same sense as a barn in its natural setting, amid other farm buildings, or so says Kipphut. He gestures across the street where off in the distance a barn stands handsomely with a forest behind and a pond in front.

Preservation of barns can't be divorced from preservation of the setting, he explains.

As part of his work, Kipphut climbs hayloft ladders and navigates steep narrow staircases, photographing every detail. He revels in unique features, a hay trolley, the telltale marks of a draw knife on hewn beams, square hand-forged nails. Each detail is a clue as to the age and history of the barn, he says.

If you own an old barn and would like additional information or would like to participate in the survey, you can contact Rick Kipphut at 726-0925 or via email at researchthepast@gmail.com. There is no cost.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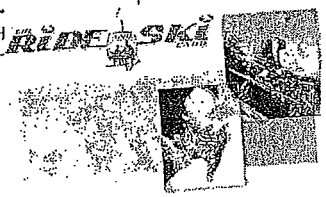

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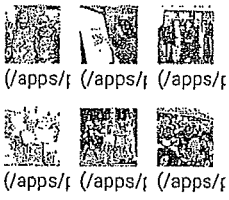
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TITLE V
TAXATION

CHAPTER 79-D
DISCRETIONARY PRESERVATION EASEMENTS

Section 79-D:1

79-D:1 Declaration of Public Interest. – It is hereby declared to be in the public interest to encourage the preservation of historic agricultural structures which are potentially subject to decay or demolition, thus maintaining the historic rural character of the state's landscape, sustaining agricultural traditions, and providing an attractive scenic environment for work and recreation of the state's citizens and visitors. It is further declared to be in the public interest to prevent the loss of historic agricultural structures due to property taxation at values incompatible with their preservation. The means for encouraging preservation of historic agricultural structures authorized by this chapter is the acquisition of discretionary preservation easements by town or city governments to assure preservation of such structures which provide a demonstrated public benefit.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:2

79-D:2 Definitions. –
In this chapter:
I. "Discretionary preservation easement" means a preservation easement of an historic agricultural structure, including the land necessary for the function of the building, granted to a city or town for a term of 10 or more years.
II. "Public benefit" shall have the meaning described in RSA 79-D:3, II.
III. "Historic agricultural structure" means a barn or other structure, including the land necessary for the function of the building, currently or formerly used for agricultural purposes and as further defined by the advisory committee established under RSA 227-C:29.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:3

79-D:3 Qualifying Structures. –
I. Any owner of an historic agricultural structure who wishes to maintain the structure in a use consistent with the purposes of this chapter may apply to the governing body of the municipality in which the property is located to convey a discretionary preservation easement to the municipality.
II. A discretionary preservation easement shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:
(a) There is scenic enjoyment of the structure by the general public from a public way or from public waters.
(b) The structure is historically important on a local, regional, state, or national level, either

independently or within an historic district.
(c) The structure's physical or aesthetic features contribute to the historic or cultural integrity of a property listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or locally designated historic district.
III. In determining whether an historic agricultural structure demonstrates the necessary public benefit to qualify for a discretionary preservation easement, the governing body shall have reference to guidelines adopted by the advisory committee established under RSA 227-C:29.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:4

79-D:4 Application Procedure. –
I. Any owner of an historic agricultural structure which meets the tests of public benefit in RSA 79-D:3, II may apply to the governing body to grant a discretionary preservation easement to the municipality, agreeing to maintain the structure in keeping with its historic integrity and character during the term of the easement.
II. No owner of an historic agricultural structure shall be entitled to have a particular structure classified for any tax year under the provisions of this chapter unless the owner has applied to the governing body on or before April 15 of the tax year on a form provided by the commissioner of the department of revenue administration. Such application shall include a map showing the location of the structure to be subject to the discretionary preservation easement, and a description of how the property meets the tests of public benefit in RSA 79-D:3.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:5

79-D:5 Approval, Denial. –
I. If, after a duly noticed public hearing, the governing body finds that the proposed preservation of such historic agricultural structure is consistent with the purposes of this chapter, it may take steps to acquire a discretionary preservation easement as provided in this chapter. In exercising its discretion, the local governing body may weigh the public benefit to be obtained versus the tax revenue to be lost if such an easement is granted. The governing body shall have no more than 60 days to act upon the application.
II. If the governing body denies the application to grant a discretionary preservation easement to the municipality, such denial shall be accompanied by a written explanation. The local governing body's decision may be appealed by using the procedures of either RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith, discrimination, or the application of criteria other than those set forth in RSA 79-D:3 and paragraph I of this section.
III. The easement shall be a burden upon the property and shall bind all transferees and assignees of such property. An easement granted pursuant to this subdivision shall not be assigned, transferred, or released by the municipality without the consent of the owner, except as provided in RSA 79-D:8.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:6

79-D:6 Terms; Recording. – Any preservation easement acquired by the municipality pursuant to this chapter shall be for a minimum of 10 years. The easement terms shall include the method of assessment pursuant to RSA 79-D:7 and the terms of renewal pursuant to RSA 79-D:8, III. The local governing body shall provide for the recording of such easements with the register of deeds. Any costs of recording shall be the responsibility of the applicant.

Source. 2002, 86:1. 2007, 27:2, eff. Jan. 1, 2008.

Section 79-D:7

79-D:7 Assessment of Property Subject to Discretionary Preservation Easement. –
I. The method of assessment of discretionary preservation easement structures shall be included as a term of the agreement in any discretionary preservation easement acquired by a municipality. Assessment shall fall within a range, one end of which shall be 75 percent of the full value assessment; the other end of the range shall be 25 percent of said full value assessment.
II. The local governing body shall have the discretion to set the value of the discretionary preservation easement at a level within this range which it believes reflects the public benefit conferred by the property under the criteria set forth in RSA 79-D:3, II. The assessment shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:8

79-D:8 Release of Easement, Expiration, Renewal, Consideration. –
I. Any property owner who has granted a discretionary preservation easement to a municipality pursuant to the terms of this chapter, after the effective date of this chapter, may apply to the local governing body of the municipality in which the property subject to a discretionary preservation easement is located for a release from such easement upon a demonstration of extreme personal hardship. Upon release from such easement, a property owner shall pay the following consideration to the tax collector of the municipality:
(a) For a release within the first half of the duration of the easement, 20 percent of the full value assessment of such structure and land under RSA 75:1.
(b) For a release within the second half of the duration of the easement, 15 percent of the full value assessment of such structure and land under RSA 75:1.
II. [Repealed.]
III. Upon the expiration of the terms of the discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application; provided, however, that at the time of the original granting of the discretionary preservation easement, the parties may include, as a term of the agreement, a provision for automatic renewal for the same term as the original. Such a provision may include the specification of the manner in which the tax assessment on the property for the next term is to be determined at the time of renewal.
IV. The tax collector shall issue a receipt to the owner of such property and a copy to the local governing body for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the owner who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.
V. In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not

within the control of the property owner, the preservation easement shall be released without penalty.
VI. If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

Source. 2002, 86:1. 2007, 27:1, eff. Jan. 1, 2008.

Section 79-D:9

79-D:9 Payment; Collection. –
I. If a consideration is due under RSA 79-D:8, I, the assessed value shall be determined as of the actual date of the release or expiration. Any consideration is in addition to the annual real estate tax imposed upon the property, and shall be due and payable upon the release or expiration.
II. Any consideration shall be due and payable by the owner at the time of release or expiration to the municipality in which the property is located. If the property is located in an unincorporated town or unorganized place, the tax shall be due and payable by the owner at the time of release or expiration to the county in which the property is located. Moneys paid to a county under this chapter shall be used to pay for the cost of services provided in RSA 28:7-a and RSA 28:7-b. Any consideration shall be due and payable according to the following procedure:
(a) The commissioner shall prescribe and issue forms to the local assessing officials for the consideration due, which shall provide a description of the property, the discretionary preservation easement, the full value assessment under RSA 75:1, and the amount payable.
(b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the consideration along with a special tax warrant authorizing the collector to collect the consideration under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.
(c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of tax. Such bill shall be mailed within 12 months of the release or expiration.
(d) Payment of the consideration shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any consideration not paid within the 30-day period.

Source. 2002, 86:1. 2007, 27:3, eff. Jan. 1, 2008.

Section 79-D:10

79-D:10 Exemption for Eminent Domain. – If any of the property which is subject to a discretionary preservation easement is condemned by any governmental agency or is acquired through eminent domain proceedings, the local governing body shall execute a release of the easement to the owner. None of the liquidated consideration provisions of RSA 79-D:8, I shall be applicable to releases granted pursuant to this section.

Source. 2002, 86:1. 2007, 27:4, eff. Jan. 1, 2008.

Section 79-D:11

79-D:11 Local Preservation Easement Programs. – This chapter shall not be construed to limit the development of any other state, county, town, or city easement program for preservation, conservation, or other purposes.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:12

79-D:12 Lien for Unpaid Taxes. – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-D:8.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:13

79-D:13 Enforcement. – All taxes levied pursuant to RSA 79-D:8 which are not paid when due shall be collected in the same manner as provided in RSA 80.

Source. 2002, 86:1. 2004, 203:14, eff. June 11, 2004.

Section 79-D:14

79-D:14 Rulemaking. –
I. The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to:
(a) The application procedures under RSA 79-D:4.
(b) The payment and collection procedures under RSA 79-D:9.
II. The commissioner of the department of natural and cultural resources shall adopt such rules as may be applicable under the authority of RSA 227-C:5.

Source. 2002, 86:1, eff. July 2, 2002. 2017, 156:38, eff. July 1, 2017.

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, May 7, 2018 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding a Discretionary Barn Easement for 916 South Main Street.

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

From: **Judie Milner, Acting City Manager**

Subject: **Solar PILOT's**

Suggested Motions:

April 2, 2018

Councilor moves, "I move the Franklin City Council set a public hearing on Monday, May 7, 2018 at 6:00 pm, regarding payment in lieu of tax agreements for the following solar projects: Ashfill Solar, LLC, Franklin Town Solar 1, LLC, Franklin Town Solar 2, LLC, Lakeshore Drive Solar, LLC and Commerce Way Solar, LLC.".

Mayor calls for a second, discussion and vote.

May 7, 2018

Councilor moves, "I move the Franklin City Council approve the payment in lieu of tax agreements for the following solar projects: Ashfill Solar, LLC, Franklin Town Solar 1, LLC, Franklin Town Solar 2, LLC, Lakeshore Drive Solar, LLC and Commerce Way Solar, LLC and authorize the acting City Manager sign the agreements on behalf of the City.".

Mayor calls for a second, discussion and vote.

Discussion:

These are the projects that the Council originally approved PILOT agreements for in December 2015. However, because of the freeze by the State on the net metering for large projects, the projects were not built and the agreements expired. Andrew Keller from Solar Garden spoke to the Council at the February 5th meeting explaining that the net metering freeze has been lifted and the projects will be built. 4 of the 5 projects are on City land and the lease agreements for that land are still in effect. The new PILOT agreements mirror the original agreements and have an expiration date of December 31, 2019 if the projects are not complete by that date.

Fiscal Impact:

Annual PILOT for each of the sites is $3,500 for a total of $17,500 per year. PILOT is for a 20 year term to match the approved lease period. City Council could choose to tax the array on private property but likely the project would not be built.

Attachments/Exhibits:

PILOT agreements

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PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
THE CITY OF FRANKLIN AND ASHFILL SOLAR, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this ~~12~~ 8th day of ~~February~~ MAY 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Ashfill Solar, LLC ("ASHFILL SOLAR"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

Background

ASHFILL SOLAR seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 82, Lot 401 & 409 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatt (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 ASHFILL SOLAR, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, ASHFILL SOLAR 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.

ASHFILL SOLAR 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. ASHFILL SOLAR 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 ASHFILL SOLAR. 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, 2019, 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 ASHFILL SOLAR in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) ASHFILL SOLAR 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 ASHFILL SOLAR commences energy sales on a commercial basis shall be deemed the "Commercial Operation Date." ASHFILL SOLAR 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 ASHFILL SOLAR'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:

(Nameplate Capacity) x (days left in Transition Tax Year/365) x (first year PILOT rate) x 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 x (211/365) x $3,500) x .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 ASHFILL SOLAR'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, ASHFILL SOLAR 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 ASHFILL SOLAR (and to ASHFILL SOLAR'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. ASHFILL SOLAR 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 ASHFILL SOLAR 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 ASHFILL SOLAR to ASHFILL SOLAR's Lender by certified mail at the same time such notice is sent to ASHFILL SOLAR, and no such notice of default to ASHFILL SOLAR shall be effective unless and until a copy of such notice has been delivered to ASHFILL SOLAR's Lender. ASHFILL SOLAR's Lender shall have the same time and rights to cure any default as ASHFILL SOLAR, and the Town shall accept a cure by ASHFILL SOLAR's Lender as if such cure had been made by ASHFILL SOLAR. ASHFILL SOLAR shall provide written notice to the Town as to the name and address of ASHFILL SOLAR'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 Ashfill Solar, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

In the event of a change in the address of any party listed above, the responsible signatory (ASHFILL SOLAR 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) ASHFILL SOLAR 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. ASHFILL SOLAR 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: _____
Name:
Title: City Manager

NhSolarGarden.com, LLC

By: _____
Andrew Kellar
Manager

NhSolarGarden.com

"powered by community"

PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
THE CITY OF FRANKLIN AND FRANKLIN TOWN SOLAR 1, LLC, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this ~~12~~ 8th day of ~~February~~ MAY 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Franklin Town Solar 1, LLC, LLC ("FTS 1"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

Background

FTS 1 seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 123, Lot 403 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatt (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 FTS 1, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, FTS 1 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.

FTS 1 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. FTS 1 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 FTS 1. 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, 2019, 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 FTS 1 in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) FTS 1 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 FTS 1 commences energy

sales on a commercial basis shall be deemed the "Commercial Operation Date." FTS 1 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 FTS 1'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:

(Nameplate Capacity) x (days left in Transition Tax Year/365) x (first year PILOT rate) x 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 x (211/365) x $3,500) x .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 FTS 1'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, FTS 1 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 FTS 1 (and to FTS 1'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. FTS 1 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 FTS 1 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 FTS 1 to FTS 1's Lender by certified mail at the same time such notice is sent to FTS 1, and no such notice of default to FTS 1 shall be effective unless and until a copy of such notice has been delivered to FTS 1's Lender. FTS 1's Lender shall have the same time and rights to cure any default as FTS 1, and the Town shall accept a cure by FTS 1's Lender as if such cure had been made by FTS 1. FTS 1 shall provide written notice to the Town as to the name and address of FTS 1'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 Franklin Town Solar 1, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

In the event of a change in the address of any party listed above, the responsible signatory (FTS 1 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) FTS 1 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. FTS 1 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: _____
Name:
Title: City Manager

NhSolarGarden.com, LLC

By: _____
Andrew Kellar
Manager

NhSolarGarden.com

"powered by community"

PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
THE CITY OF FRANKLIN AND FRANKLIN TOWN SOLAR 2, LLC, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this ~~26th~~ 8 day of ~~October~~ MAY ~~2016~~ 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Franklin Town Solar 2, LLC, LLC ("FTS 2"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

Background

FTS 2 seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 123, Lot 403 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 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 FTS 2, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, FTS 2 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.

FTS 2 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. FTS 2 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 FTS 2. 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, 2019, 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 FTS 2 in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) FTS 2 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 FTS 2 commences energy

sales on a commercial basis shall be deemed the "Commercial Operation Date." FTS 2 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 FTS 2'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:

(Nameplate Capacity) x (days left in Transition Tax Year/365) x (first year PILOT rate) x 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:

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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.

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8. Lender's Right to Cure. The Town shall send a copy of any notice of default sent to FTS 2 to FTS 2's Lender by certified mail at the same time such notice is sent to FTS 2, and no such notice of default to FTS 2 shall be effective unless and until a copy of such notice has been delivered to FTS 2's Lender. FTS 2's Lender shall have the same time and rights to cure any default as FTS 2, and the Town shall accept a cure by FTS 2's Lender as if such cure had been made by FTS 2. FTS 2 shall provide written notice to the Town as to the name and address of FTS 2'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 Franklin Town Solar 2, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

In the event of a change in the address of any party listed above, the responsible signatory (FTS 2 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) FTS 2 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. FTS 2 shall provide written notice to the Town

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City of Franklin, NH

By: _____
Name:
Title: City Manager

NhSolarGarden.com, LLC

By: _____
Andrew Kellar
Manager

NhSolarGarden.com

"powered by community"

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

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this ~~12th~~ 8 day of ~~February~~ MAY 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and LAKESHORE DRIVE SOLAR, LLC ("LAKESHORE DRIVE SOLAR"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

Background

LAKESHORE DRIVE SOLAR seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 82, Lot 401 & 409 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatt (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 LAKESHORE DRIVE SOLAR, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, LAKESHORE DRIVE SOLAR 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.

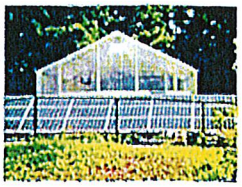
LAKESHORE DRIVE SOLAR and the Town desire to enter into such a PILOT agreement under NHRSA §72:74.

NOW THEREFORE, the parties hereto agree as follows:

Terms and Conditions

1. Payments in Lieu of Taxes. LAKESHORE DRIVE SOLAR 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 LAKESHORE DRIVE SOLAR. 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, 2018, 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 LAKESHORE DRIVE SOLAR in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) LAKESHORE



DRIVE SOLAR 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 LAKESHORE DRIVE SOLAR commences energy sales on a commercial basis shall be deemed the "Commercial Operation Date." LAKESHORE DRIVE SOLAR 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 LAKESHORE DRIVE SOLAR'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:

(Nameplate Capacity) x (days left in Transition Tax Year/365) x (first year PILOT rate) x 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 x (211/365) x $3,500) x .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 LAKESHORE DRIVE SOLAR'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, LAKESHORE DRIVE SOLAR 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 LAKESHORE DRIVE SOLAR (and to LAKESHORE DRIVE SOLAR'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. LAKESHORE DRIVE SOLAR 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 LAKESHORE DRIVE SOLAR 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 LAKESHORE DRIVE SOLAR to LAKESHORE DRIVE SOLAR's Lender by certified mail at the same time such notice is sent to LAKESHORE DRIVE SOLAR, and no such notice of default to LAKESHORE DRIVE SOLAR shall be effective unless and until a copy of such notice has been delivered to LAKESHORE DRIVE SOLAR's Lender. LAKESHORE DRIVE SOLAR's Lender shall have the same time and rights to cure any default as LAKESHORE DRIVE SOLAR, and the Town shall accept a cure by LAKESHORE DRIVE SOLAR's Lender as if such cure had been made by LAKESHORE DRIVE SOLAR. LAKESHORE DRIVE SOLAR shall provide written notice to the Town as to the name and address of LAKESHORE DRIVE SOLAR'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 LakeShore Drive Solar, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

In the event of a change in the address of any party listed above, the responsible signatory (LAKESHORE DRIVE SOLAR 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) LAKESHORE DRIVE SOLAR 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. LAKESHORE DRIVE SOLAR 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: _____
Name:
Title: City Manager

NhSolarGarden.com, LLC

By: _____
Andrew Kellar
Manager

NhSolarGarden.com

"powered by community"

PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
THE CITY OF FRANKLIN AND COMMERCE WAY SOLAR, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this ~~12th~~ 8 day of ~~February~~ May 2018, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the City of Franklin, New Hampshire ("Town") and Commerce Way Solar, LLC ("CWS"), a New Hampshire limited liability company with a business address at 36 Maplewood Ave, Portsmouth, NH 03801

Background

CWS seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at Map 102, Lot 402 in Franklin NH expects the final installed Nameplate Capacity to be approximately 1 megawatt (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 CWS, identified on Town tax maps as tax parcels (insert by town).

Under its lease agreements with landowners, CWS 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.

CWS 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. CWS 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 CWS. 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, 2019, 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 CWS in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) CWS 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 CWS commences energy

sales on a commercial basis shall be deemed the "Commercial Operation Date." CWS 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 CWS'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:

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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:

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

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For Commerce Way Solar, LLC, 36 Maplewood Ave, Portsmouth, NH 03801

In the event of a change in the address of any party listed above, the responsible signatory (CWS 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.

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(c) CWS 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. CWS 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.

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City of Franklin, NH

By: _____
Name:
Title: City Manager

NhSolarGarden.com, LLC

By: _____
Andrew Kellar
Manager

CITY COUNCIL MEETING

AGENDA ITEM VI

CITY OF FRANKLIN
COUNCIL AGENDA REPORT

May 7,2018

From: Brian J. Sullivan, Municipal Services Director

Subject: Franklin City Council to consider authorizing the disposition of City owned Surplus Equipment at the May 19, 2018 State of New Hampshire, Surplus Property Auction.

Recommended Motion(s):

Councilor Moves:
"I move that the Franklin City Council authorize the Municipal Services Director to sell, for the best possible price, the Surplus City Equipment, referenced below utilizing the State of New Hampshire, Surplus Property Auction to be held on Saturday May 19, 2018."

.

Mayor calls for a second and the vote.

Discussion:

Annually, the City of Franklin, New Hampshire participates in the State of New Hampshire, White Farm Surplus Property Auction located at 144 Clinton Street in Concord, New Hampshire. In the past, we have received very good prices for surplus, obsolete and/or unused City vehicles, tools and equipment. The following items have been determined by City Staff as surplus equipment and recommended for disposition and sale at the upcoming May 20, 2017 White Farm Auction.

➢ 2006 Chevrolet 3500, one ton dump truck	1GBJK34D86E18458
➢ 2001 Fisher minute mount plow	3542-01081A
➢ 1998 Warren 1.8 yard sand spreader	SC-9482
➢ 2003 Salt Dog sand spreader	002782
➢ 2001 Peco leaf catcher	0077469
➢ Craftman push mower	011447
➢ 1980 McCulloch generator	11-78115
➢ 1970 Winco generator	37548G0
➢ 1983 HomeLite trash pump	HJ1030104
➢ 2001 North Star pressure washer	0607-23286
➢ 2013 Toro push mower	313042122
➢ 2007 Rotary 4 post mobile lift column	XTB99B006
➢ 2006 OTC Genisys Scan Tool	
➢ 1997 Gray bumper Jack	

➢ 2000 Ford F-350 one ton dump truck	1FDWF3753YEE06754
➢ 1996 Fisher minute mount plow	23583-00121A
➢ 1970 Wheeler hydraulic pipe cutter	569818H
➢ 2009 Ford Crown Vic	2FAHP71V59X128014
➢ 1965 Trailer	0015684
➢ 1990 Yardman push mower	1C126B21534
➢ 1998 Sreco flex sewer rodder	L-982360
➢ 2009 Husqvarna chain saw	20091901280
➢ 1990 Husqvarna chain saw	4412951
➢ Side dump bucket	
➢ Swenson liquid spray system	
➢ General hot shot 320	HSB0298
➢ Solar Antifreeze Recycler	Q060175

Concurrences:
In accordance with City Code, declared surplus equipment must be authorized for disposition by the City Council. Upon sale, items are then removed from the City's inventory.

Fiscal Impact:
Auction proceeds from the sale of surplus equipment are deposited into "Miscellaneous Revenues" Account in the City's General Fund.

Alternatives:
Should the City Council not decide to move forward, the Municipal Services Department will need to retain the equipment, but, as it is no longer serving a purpose, it will only take up storage space.

Attachments / Exhibits: James R. St. Jean Auctioneers, State of New Hampshire, Surplus Property Auction Notice, dated - April 2018.

cc. Police Chief
Fire Chief
Rec Director
Lt. Clough
City Mgr. Lavrain

JAMES R. ST. JEAN
AUCTIONEERS

April 2016

TO: ALL MUNICIPALITIES & NON-PROFITS
RE: STATE OF NH SURPLUS PROPERTY AUCTION

This memo is to advise all City and Town Personnel that the State of NH allows, as well as encourages, your participation in the State of NH Surplus Property Auction to be held Saturday, May 14, 2016 at the White Farm, 144 Clinton Street, Concord, NH.

In the past the Cities and Towns who have participated have consigned many items such as vehicles, equipment, furniture and fixtures. Through the auction process many of these Cities and Towns have found the auction method to be very lucrative, especially in the sale of motor vehicles. In the fall of 2015 over 30 Cities and Towns throughout NH participated in the auction; visit our website: **www.jsjauctions.com** for sale results.

The following are guidelines to be followed if you do choose to participate in the auction:

1. All items entered into the auction will be sold at "absolute auction", that is, with no minimum or reserve bids.
2. We must have a complete inventory list (on official City/Town Letterhead)
3. Vehicles less than 15 years old need a Title of Ownership signed and dated 5/14/16. Vehicles 15 years or older need: A copy of the Title of Ownership signed & dated 514/16 or a (TMDV 22A), it's a pink State of NH form with one of the following: A copy of the title, copy of last registration or a (TDMV-19A), it's a blue State of NH Verification of Vehicle Identification form.
4. All consignors are responsible for delivery of items to the auction site which is located at 144 Clinton Street, Concord, NH (exit 2 off of I-89).
5. Drop off times are as follows: Thursday & Friday, May 5 & 6 from 8am to 3:30PM. All consignors will be required to submit an inventory listing upon arrival and to assist with unloading. The State of NH will provide a forklift to assist with heavy equipment and palletized loads.

St. Jean Auctioneers will make payment to City/Town or non-profit agency approximately fifteen business days after the auction sale. Our payment will include a listing of each item sold and the sale price. A check will be made payable in the manner you indicate to us minus a State of NH yard fee of 3% of the gross sales amount.

We look forward to working with you and if you have any questions, please do not hesitate to contact our office at (603) 734-4348.

Any items you have for Disposition can be given to me by April 20th. I have to have them listed on the Council Agenda Report due to Lavrain by April 22. Thank Brian Sullivan

VEHICLE GUIDELINES

ITEMS THAT MUST BE COMPLETED AND ACCOMPANY VEHICLE

** Title if vehicle is less than 16 years old

** All decals must be removed (subject to $100 charge)

** 2 sets of keys per vehicle

** Vehicle interior must be trash free

** Minimum ¼ tank of fuel in vehicle

** Original registration or TDMV 19A & 22A forms or title must accompany vehicle

** Title for all 3-axle trucks over 18,000 lbs.

** Trailers 15 years of age or newer with GVW of 3,001 lbs or greater require a title

45 EXETER ROAD, P.O. BOX 400
EPPING, NH 03042-0400
(603) 734-4348
www.jsjauctions.com

CITY COUNCIL MEETING

AGENDA ITEM VII

CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting May 7, 2018

From: Katie Gargano, Tax Collector

Subject: Council to consider adoption of the following tax deeds:

1. Map/ Lot: 083/007/000 (Land & Building)	2. Map/ Lot: 095/007/000 (Land & Building)
3. Map/ Lot: 097/046/000 (Land & Building)	4. Map/ Lot: 099/055/000 (Land & Building)
5. Map/ Lot: 135/132/000 (Land & Building)	

Recommended Motions:

1. Councilor moves:
   "I move that the Franklin City Council accept the tax deeds on the following parcels:"

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

Discussion:

This process is consistent with the State of New Hampshire Statutes with respect to deeding properties. If the Council decided against accepting this deed, the tax lien shall remain in effect indefinitely, retaining its priority over the other liens. The taxpayer's right of redemption as provided by RSA 80:69 shall likewise be extended indefinitely, with interest continuing to accrue as provided in that section.

If at any time, in the judgement of the municipal governing body, the reasons for refusing the tax deed no longer apply, and the tax lien has not been satisfied, the governing body may instruct the tax collector to issue the tax deed, and the collector shall do so after giving the notices required by RSA 80:38a and 80:38b.

80:76 II-a: ..... the governing body of the municipality may refuse to accept a tax deed on behalf of the municipality, and shall so notify the collector, whenever in its judgment acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason would be contrary to the public interest. Such a decision shall not be made solely for the private benefit of a taxpayer.

Fiscal Impact:

Lost revenue to the city.

Alternative:

Referring to RSA 80:76 it states that the municipality may refuse to accept a tax deed on behalf of the municipality, and may so notify the collector, whenever in its judgment acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason would be contrary to the public interest. The tax lien may be enforced by the municipality by suit as provided under RSA 80:50, and through any remedy provided by law for the enforcement of other types of liens and attachments.

Attachments/Exhibits:

1. Code Enforcement Division Reports
2. Statement of Accounts
3. Property Tax Cards & Maps

Franklin Fire Department
Code Enforcement Division Inspection Report

Date: April 24, 2018

Name: Diane L. Ball Telephone:

Location: 49 A 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	Other: Back Tax	na	na

Inspection Date: 24-Apr-18 Time: 10:15 AM

Comments:

Requested to conduct inspection for Back Tax by City Clerk.

Please see photos accompanied with report. Building appears to be a single family home with detached shed/garage to the left of house.

Exterior inspection of building conducted. House appears to have a newer roof installed and in good condition. Exterior of house appears to be in fair condion and needs some maintenance of siding, painting etc. Exterior property has accumulation of rubbish and garbage including furniture. Tires, scrap metal, vehicles in state of repair, and dilapidated structure.

Copy To: **File** **PZ** **Welfare** Inspector: S Reale

City of Franklin

316 Central Street

Franklin, NH 03235

Office Hours

Monday - Friday

8:15 AM - 5:00 PM

(603) 934-3109

BALL, DIANE L
49 A STREET
FRANKLIN, NH 03235

OFFICE OF THE TAX COLLECTOR
SUMMARY OF ACTIVITY BY OWNER
Printed Monday, April 16, 2018
Interest Calculated As Of 04/13/2018

Map Lot Sub: 000083 000007 000000

Invoice: 2015L01000015 **Acres:** 0.89 **Location:** 49 A STREET
Bill Amount: $ 2,907.14 **Due Date:** 04/06/2016

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/18/2016	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
03/06/2018	Mtge Search/Notice	$ 0.00	$ 0.00	$ 10.00	$ 0.00
03/12/2018	Deed Notice	$ 0.00	$ 0.00	$ 25.72	$ 0.00
04/13/2018	Int/Pen From 04/06/2016	$ 0.00	$ 0.00	$ 0.00	$ 1,119.33

Per Diem: 1.4337 **Total Due For Invoice 2015L01000015:** **$ 4,026.47**

Invoice: 2016L01000018 **Acres:** 0.89 **Location:** 49 A STREET
Bill Amount: $ 2,949.74 **Due Date:** 04/07/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/12/2017	Mtge Search/Notice	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 04/07/2017	$ 0.00	$ 0.00	$ 0.00	$ 549.68

Per Diem: 1.4547 **Total Due For Invoice 2016L01000018:** **$ 3,499.42**

Invoice: 2017L01000016 **Acres:** 0.89 **Location:** 49 A STREET
Bill Amount: $ 3,005.67 **Due Date:** 03/15/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 03/15/2018	$ 0.00	$ 0.00	$ 0.00	$ 42.99

Per Diem: 1.4822 **Total Due For Invoice 2017L01000016:** **$ 3,048.66**

Total Due For Parcel 000083 000007 000000: **$ 10,574.55**

Per Diem: **4.3706** **Total Due For All Parcels:** **$ 10,574.55**

LEVY YEAR TAX TYPE INFORMATION

B - Betterment	P - Property	T - Timber Yield
G - Gravel Yield	R - Residence	U - Use Change
L - Lien	S - Sewer	W - Water

OWNER INFORMATION

BALL, DIANE L

49 A STREET

FRANKLIN, NH 03235

SALES HISTORY

Date	Book	Page	Type	Price	Grantor
07/28/1995	1994	40	U 199	1	??

LISTING HISTORY

10/14/16	BH	OCC.NOT HOME
09/11/13	RD	FIELD REVIEW
09/09/13	PM	INFO AT DOOR

NOTES

GRY: AGP=NV:BEWARE OF DOG:PEEK-A-BOO VIEW:1 BDRM NO PAINT/NO FINISH FLR. WD STV IN LIV RM ON SM BRICK:HEARTH. RD NOT MAINT. PLOWED BY HO. IN SPRING RD NOT PASS-:ABLE. COMPLAINING ABOUT SOOT/ASH/METHANE GAS FROM ASH PIT: PREV HSE BURNT. BUILT ON EXISTING FDTN (CRACKED/WATER IN:BSMT. PROB W/OIL DELIVERIES IN WINTER.:5/18/02 - OBY'S ESTIMATED: 6/08-CYCL/INFO-DOOR-EXT=AV. 36X36 BARN='07. 12X28:AL1 = EST. (INSIDE ELEC FENCE. AGP=NV: 3/09-PER HO AB2. 8X12 AL1 & 12X28 AL1 ARE LOCATED ON THE

OUTBUILDING/XF INFORMATION

Feature Type	Units	Lngth x Width	Size Adj	Rate	Cond	Market Value	Notes
SHED-WOOD	192	16 x 12	143	7.00	41	788	$780.0
CANOPY	132	12 x 11	181	23.00	15	824	$840.0
LEAN-TO	128	16 x 8	185	4.00	40	379	$380.0
						2,000	

FRANKLIN ASSESSING OFFICE

Year	Building	Features	Land
2016	$ 82,200	$ 0	$ 26,800
		Parcel Total:	$ 109,000
2017	$ 81,300	$ 2,000	$ 26,800
		Parcel Total:	$ 110,100
2018	**$ 81,300**	**$ 2,000**	**$ 26,800**
		Parcel Total:	**$ 110,100**

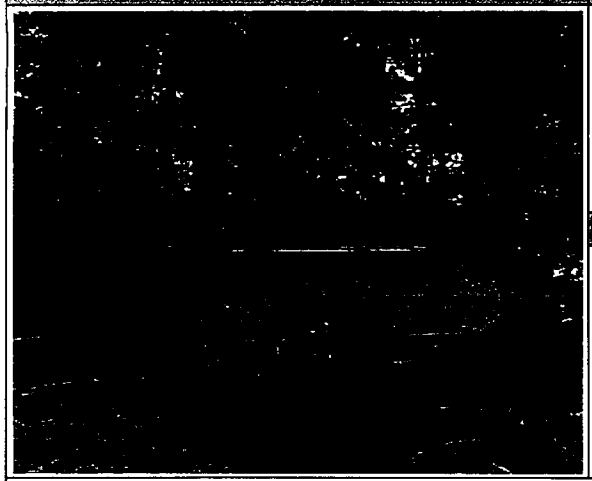
LAND INFORMATION

Zone: C **Minimum Acreage:** 5.17 **Minimum Frontage:** 100 **Site:** **Driveway:** **Road:**

Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	0.890 ac	26,794	E	100	100	100	100		100	26,800	0	N	26,800	
	0.890 ac									26,800			**26,800**	

Map Sheet: S6

Data Conversion



BALL, DIANE L

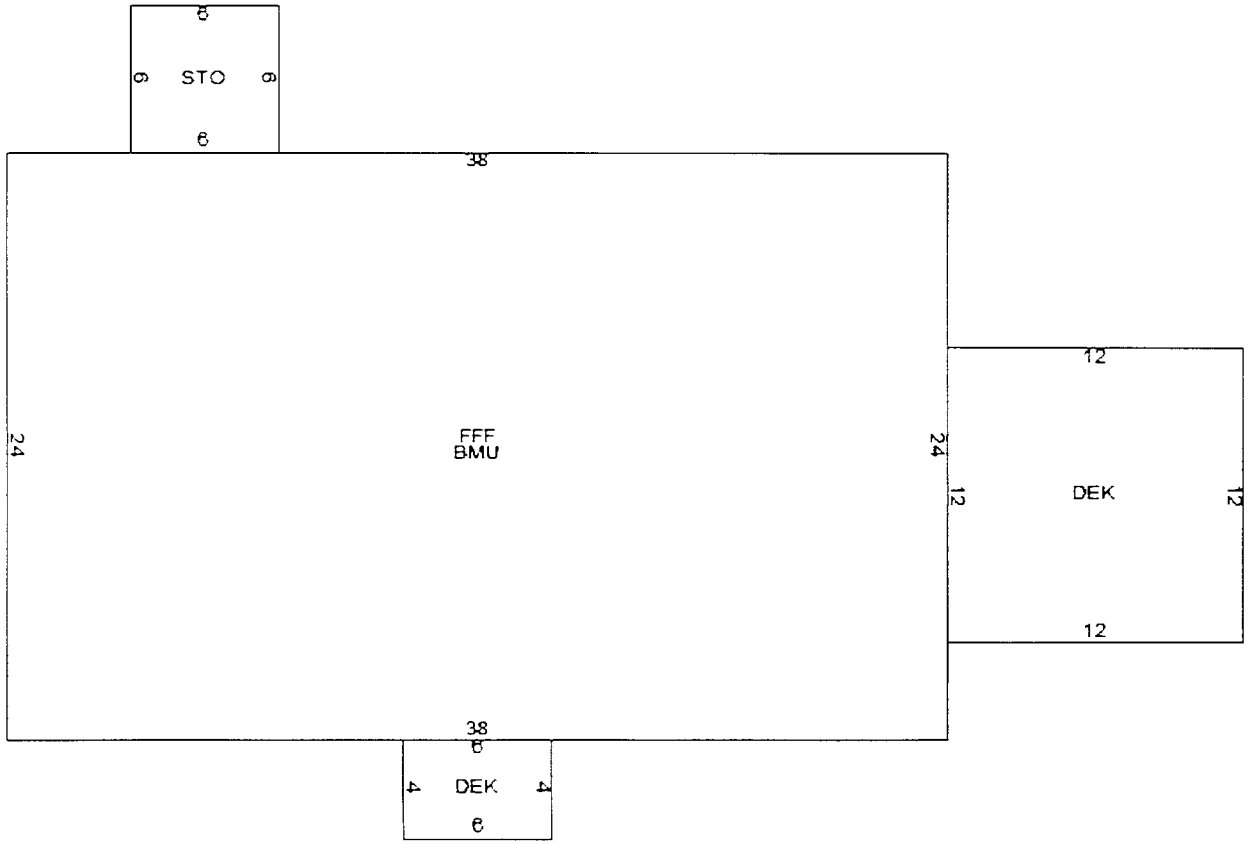
49 A STREET

FRANKLIN, NH 03235

District	Percentage

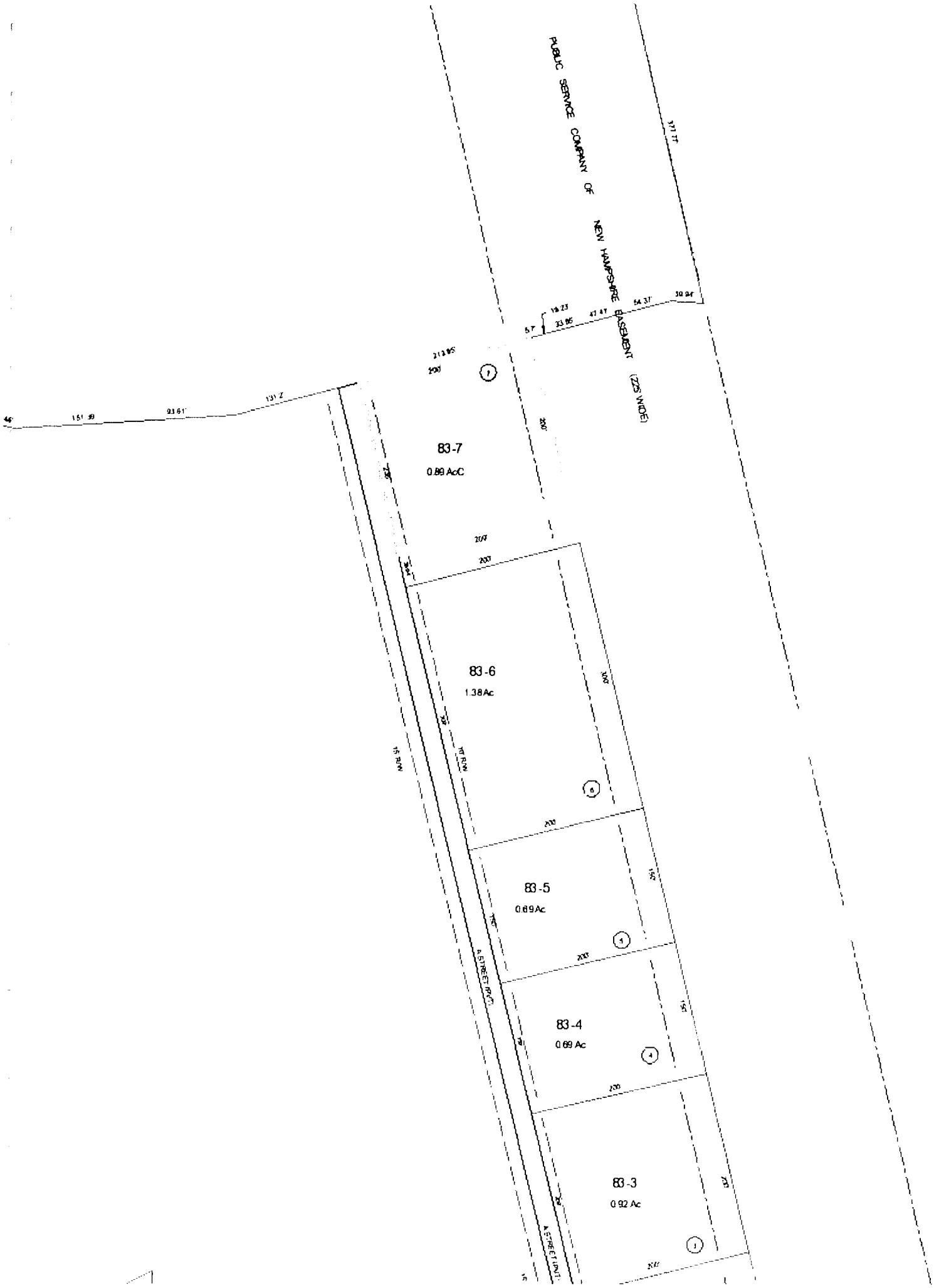
Date	Permit ID	Permit Type	Notes

Model: **1 STORY RANCH**
Roof: **GABLE OR HIP/UNSPECIFIED**
Ext: **UNSPECIFIED**
Int: **UNSPECIFIED**
Floor: **UNSPECIFIED**
Heat: **OIL/FA DUCTED**
Bedrooms: **2** Baths: **1.0** Fixtures: **3**
Extra Kitchens: Fireplaces:
A/C: **No** Generators:
Quality: **A0 AVG**
Com. Wall:
Size Adj: **1.2023** Base Rate: **RSA 75.00**
Bldg. Rate: **1.1326**
Sq. Foot Cost: **$ 84.94**



ID	Description	Area	Adj.	Effect.
FFF	FST FLR FIN	912	1.00	912
BMU	BSMNT	912	0.15	137
DEK	DECK/ENTRANCE	168	0.10	17
STO	STORAGE AREA	36	0.25	9
GLA:	**912**	**2,028**		**1,075**

Market Cost New: **$ 91,311**
Year Built: **1993**
Condition For Age: AVERAGE **11 %**
Physical:
Functional:
Economic:
Temporary:
Total Depreciation: **11 %**
Data Conversion
Building Value: **$ 81,300**


PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE EASEMENT (225 WIDE)
83-7
0.89 AcC
83-6
1.38 Ac
83-5
0.69 Ac
83-4
0.69 Ac
83-3
0.92 Ac
15 ROW
70' ROW
A STREET (PVT)
A STREET (PVT)

Franklin Fire Department
Code Enforcement Division Inspection Report

Date: April 19, 2018

Name: McCreary Estate Telephone:

Location: 12 Prescott 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	Other: Back Tax	na	na

Inspection Date: 19-Apr-18 Time: 2PM

Comments:

Requested to conduct inspection for Back Tax by City Clerk.

Building appears to be a single family residenceand presently occupied. It is in poor condition.

An exterior inspection from the road was conducted and the following were noted:

- Roof is in poor shape in several areas of entry.

- Accumulation of some rubbish in front of building as seen in photos.

Photos sent to City Tax Clerk and stored in Code Enforcement.

Copy To: **File** **PZ** **Welfare** Inspector: S Reale

City of Franklin

316 Central Street

Franklin, NH 03235
Office Hours
Monday - Friday
8:15 AM - 5:00 PM
(603) 934-3109

MCCREARY ESTATE, PAULINE L
12 PRESCOTT STREET
FRANKLIN, NH 03235

OFFICE OF THE TAX COLLECTOR
SUMMARY OF ACTIVITY BY OWNER
Printed Monday, April 16, 2018
Interest Calculated As Of 04/13/2018

Map Lot Sub: 000095 000007 000000

Invoice: 2015L01000129 **Acres:** 0.28 **Location:** 12 PRESCOTT STREET
Bill Amount: $ 1,390.64 **Due Date:** 04/06/2016

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/18/2016	Mtge Search/Notice	$ 0.00	$ 0.00	$ 44.00	$ 0.00
03/06/2018	Mtge Search/Notice	$ 0.00	$ 0.00	$ 10.00	$ 0.00
03/12/2018	Deed Notice	$ 0.00	$ 0.00	$ 41.44	$ 0.00
04/13/2018	Int/Pen From 04/06/2016	$ 0.00	$ 0.00	$ 0.00	$ 600.87

Per Diem: 0.6858 **Total Due For Invoice 2015L01000129:** **$ 1,991.51**

Invoice: 2016L01000128 **Acres:** 0.28 **Location:** 12 PRESCOTT STREET
Bill Amount: $ 3,045.25 **Due Date:** 04/07/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/12/2017	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
04/13/2018	Int/Pen From 04/07/2017	$ 0.00	$ 0.00	$ 0.00	$ 584.16

Per Diem: 1.5018 **Total Due For Invoice 2016L01000128:** **$ 3,629.41**

Invoice: 2017L01000117 **Acres:** 0.28 **Location:** 12 PRESCOTT STREET
Bill Amount: $ 1,589.54 **Due Date:** 03/15/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 03/15/2018	$ 0.00	$ 0.00	$ 0.00	$ 22.73

Per Diem: 0.7839 **Total Due For Invoice 2017L01000117:** **$ 1,612.27**

Invoice: 2018W31000522 **Acres:** 0.00 **Location:** 12 PRESCOTT STREET
Bill Amount: $ 30.06 **Due Date:** 11/09/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
11/13/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 11/09/2017	$ 0.00	$ 0.00	$ 0.00	$ 11.91

Per Diem: 0.0124 **Total Due For Invoice 2018W31000522:** **$ 41.97**

Invoice: 2018W32000520 **Acres:** 0.00 **Location:** 12 PRESCOTT STREET
Bill Amount: $ 30.06 **Due Date:** 02/22/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
02/26/2018	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 02/22/2018	$ 0.00	$ 0.00	$ 0.00	$ 10.62

Per Diem: 0.0124 **Total Due For Invoice 2018W32000520:** **$ 40.68**

Invoice: 2018W33000521	Acres:	0.00	Location:	12 PRESCOTT STREET
	Bill Amount:	$ 30.06	Due Date:	04/26/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 04/26/2018	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Per Diem: 0.0124 **Total Due For Invoice 2018W33000521:** **$ 30.06**

Total Due For Parcel 000095 000007 000000: **$ 7,345.90**

Per Diem: **3.0087** **Total Due For All Parcels:** **$ 7,345.90**

LEVY YEAR TAX TYPE INFORMATION

B - Betterment	P - Property	T - Timber Yield
G - Gravel Yield	R - Residence	U - Use Change
L - Lien	S - Sewer	W - Water

MCCREARY ESTATE, PAULINE L

12 PRESCOTT STREET

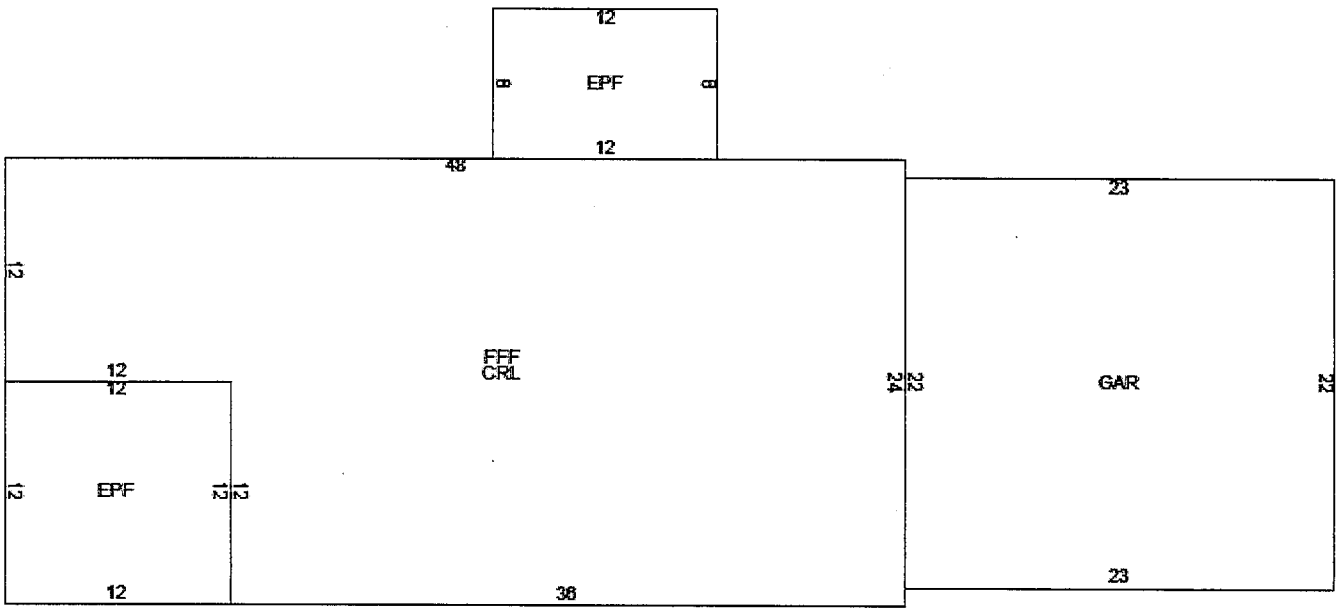
FRANKLIN, NH 03235

District	Percentage

PERMITS

Date	Permit ID	Permit Type	Notes

Model: **1 STORY MH**
Roof: **GABLE OR HIP/UNSPECIFIED**
Ext: **ALUM/VINYL**
Int: **UNSPECIFIED**
Floor: **UNSPECIFIED**
Heat: **GAS/FA DUCTED**
Bedrooms: **3** Baths: **1.5** Fixtures: **5**
Extra Kitchens: Fireplaces:
A/C: **No** Generators:
Quality: **B2 AVG-20**
Com. Wall:
Size Adj: **0.8960** Base Rate: **MHS 58.00**
Bldg. Rate: **0.9766**
Sq. Foot Cost: **$ 56.65**



ID	Description	Area	Adj.	Effect.
GAR	GARAGE	506	0.45	228
FFF	FST FLR FIN	1008	1.00	1008
CRL	CRAWL SPACE	1008	0.05	50
EPF	ENCLOSED	240	0.70	168
GLA:	**1,008**	**2,762**		**1,454**

Market Cost New: **$ 82,369**
Year Built: **1960**
Condition For Age: FAIR **72 %**
Physical:
Functional:
Economic:
Temporary:
Total Depreciation: **72 %**
Data Conversion
Building Value: **$ 23,100**

OWNER INFORMATION

MCCREARY ESTATE, PAULINE L

12 PRESCOTT STREET

FRANKLIN, NH 03235

SALES HISTORY

Date	Book	Page	Type	Price	Grantor
09/15/2005	2821	0551	U I 99	50,000	WAGNER ESTATE, NINA G?

PICTURE

ATTACHMENTS

07/20/17	INSP	MARKED FOR INSPECTION
06/25/14	CB	OCC.NOT HOME
06/24/08	RB	ENT. GAINED
06/25/02	RS	OCC.NOT HOME

NOTES

BLUE; 4X3 OFP=NV/SIZE;SALE INCLUDES 095-008-00;06/08 - CYCLED INSP - INT & EXT IN AVG COND.;MARK WAGNER PASSED AWAY 3/2/11 - REMOVED DUE TO JTWROS.; 6/14-CYCL- NOH - MIX WIND/SOME MISSING = FR/PR, METAL ROOF;#NAME?;DESPITE APPEARANCES THIS IS NOT VACANT - LIGHT & TV SEEN.;12X12 EFP SHOWING ROT, 8X12 EFP SHOWING MAJOR ROT, COLLAPSED;ROOF = UNSOUND;

OUTBUILDINGS - VALUE

Feature Type	Units	Lngth x Width	Size Adj	Rate	Cond	Market Value	Notes
SHED-METAL	100	10 x 10	220	5.00	9	99	$100.0
						100	

ASSESSED & APPROVED VALUES

FRANKLIN ASSESSING OFFICE

PARCEL HISTORY

Year	Building	Features	Land
2016	$ 23,100	$ 0	$ 27,800
		Parcel Total:	$ 50,900
2017	$ 23,100	$ 100	$ 27,800
		Parcel Total:	$ 51,000
2018	**$ 23,100**	**$ 100**	**$ 27,800**
		Parcel Total:	**$ 51,000**

LAND VALUATION

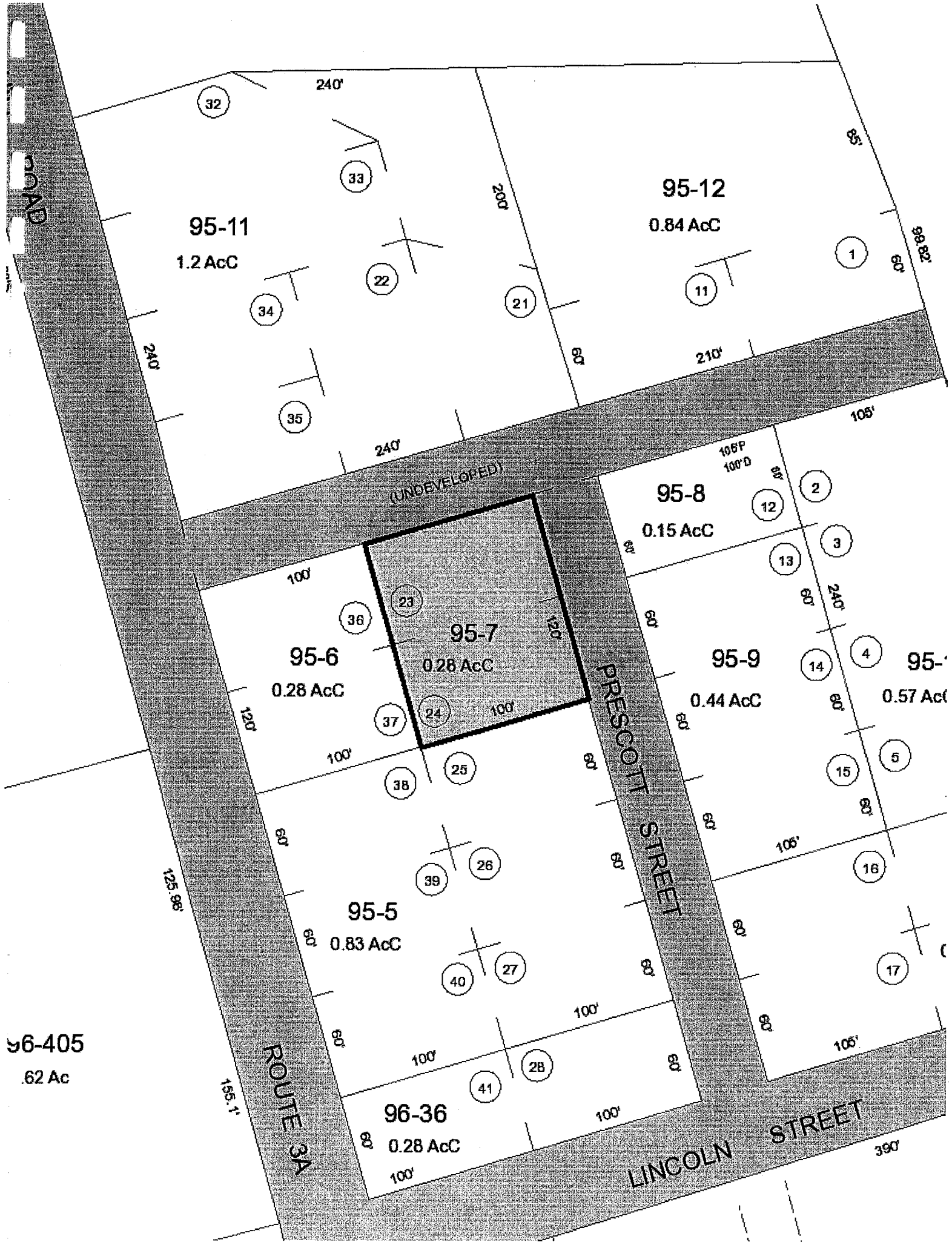
Zone: B1W&S **Minimum Acreage:** 0.23 **Minimum Frontage:** 100

Site: **Driveway:** **Road:**

Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	0.230 ac	27,757	E	100	100	100	100		100	27,800	0	N	27,800	
1F RES	0.050 ac	x 420	X	100					100	0	0	N	0	
	0.280 ac									27,800			**27,800**	

Map Sheet: L7

Data Conversion


95-11
1.2 AcC
95-12
0.84 AcC
95-8
0.15 AcC
95-7
0.28 AcC
95-6
0.28 AcC
95-9
0.44 AcC
95-5
0.83 AcC
96-36
0.28 AcC
(UNDEVELOPED)
PRESCOTT STREET
ROUTE 3A
LINCOLN STREET
96-405
.62 Ac
240'
200'
210'
105'
100'
120'
60'
125.96'
155.1'
390'

Franklin Fire Department
Code Enforcement Division Inspection Report

Date: April 19, 2018

Name: Marjorie St. Jaques Telephone:

Location: 39 Chance Pond Road 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	Other: Back Tax	na	na

Inspection Date: 19-Apr-18 Time: 2PM

Comments:

Requested to conduct inspection for Back Tax by City Clerk.

Building appears to be a single family residenceand presently occupied. It is in poor condition.

An exterior inspection from the road was conducted and the following were noted:

- Accumulation of rubbish including appliances, scrap wood and trash
- Dormer roof on right side to have damage and seperating
- Siding on front of the building is falling off and needs repair/replacement.

Photos sent to City Tax Clerk and stored in Code Enforcement.

Copy To: **File** **PZ** **Welfare** Inspector: S Reale

City of Franklin

316 Central Street

Franklin, NH 03235

Office Hours

Monday - Friday

8:15 AM - 5:00 PM

(603) 934-3109

ST JACQUES ESTATE, MARJORIE C
% ST JACQUES, KAREN A
39 CHANCE POND ROAD
FRANKLIN, NH 03235

OFFICE OF THE TAX COLLECTOR
SUMMARY OF ACTIVITY BY OWNER
Printed Monday, April 16, 2018
Interest Calculated As Of 04/13/2018

Map Lot Sub: 000097 000046 000000

Invoice: 2014L01000183 **Acres:** 0.10 **Location:** 39 CHANCE POND ROAD
Bill Amount: $ 2,401.70 **Due Date:** 03/16/2015

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/16/2015	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
05/05/2017	Deed Notice	$ 0.00	$ 0.00	$ 44.00	$ 0.00
05/25/2017	Payment of $570.00 (Cash) Paid By: ST JACQUES ESTATE, MARJORIE C	$ 0.00	($ 499.00)	($ 71.00)	$ 0.00
07/05/2017	Payment of $570.00 (Cash) Paid By: ST JACQUES, KAREN	($ 71.74)	($ 498.26)	$ 0.00	$ 0.00
04/13/2018	Int/Pen From 07/05/2017	$ 0.00	$ 0.00	$ 0.00	$ 324.02

Per Diem: 1.1490 **Total Due For Invoice 2014L01000183:** **$ 2,653.98**

Invoice: 2015L01000184 **Acres:** 0.07 **Location:** 39 CHANCE POND ROAD
Bill Amount: $ 2,408.62 **Due Date:** 04/06/2016

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/18/2016	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
03/06/2018	Mtge Search/Notice	$ 0.00	$ 0.00	$ 10.00	$ 0.00
03/12/2018	Deed Notice	$ 0.00	$ 0.00	$ 41.44	$ 0.00
04/13/2018	Int/Pen From 04/06/2016	$ 0.00	$ 0.00	$ 0.00	$ 953.86

Per Diem: 1.1878 **Total Due For Invoice 2015L01000184:** **$ 3,362.48**

Invoice: 2016L01000183 **Acres:** 0.07 **Location:** 39 CHANCE POND ROAD
Bill Amount: $ 2,420.74 **Due Date:** 04/07/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/12/2017	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
04/13/2018	Int/Pen From 04/07/2017	$ 0.00	$ 0.00	$ 0.00	$ 469.90

Per Diem: 1.1938 **Total Due For Invoice 2016L01000183:** **$ 2,890.64**

Invoice: 2017L01000165 **Acres:** 0.07 **Location:** 39 CHANCE POND ROAD
Bill Amount: $ 2,637.22 **Due Date:** 03/15/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 03/15/2018	$ 0.00	$ 0.00	$ 0.00	$ 37.72

Per Diem: 1.3005 **Total Due For Invoice 2017L01000165:** **$ 2,674.94**

Invoice: 2018S31000705 **Acres:** 0.00 **Location:** 39 CHANCE POND ROAD
Bill Amount: $ 76.43 **Due Date:** 11/09/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
11/13/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 11/09/2017	$ 0.00	$ 0.00	$ 0.00	$ 14.87

Per Diem:	0.0314	Total Due For Invoice 2018S31000705:	$ 91.30

Invoice: 2018S32000705 Acres: 0.00 Location: 39 CHANCE POND ROAD
Bill Amount: $ 50.73 Due Date: 02/22/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
02/26/2018	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 02/22/2018	$ 0.00	$ 0.00	$ 0.00	$ 11.04

Per Diem:	0.0208	Total Due For Invoice 2018S32000705:	$ 61.77

Invoice: 2018S33000707 Acres: 0.00 Location: 39 CHANCE POND ROAD
Bill Amount: $ 83.55 Due Date: 04/26/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 04/26/2018	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Per Diem:	0.0343	Total Due For Invoice 2018S33000707:	$ 83.55

Invoice: 2018W31000705 Acres: 0.00 Location: 39 CHANCE POND ROAD
Bill Amount: $ 114.54 Due Date: 11/09/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
11/13/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 11/09/2017	$ 0.00	$ 0.00	$ 0.00	$ 17.30

Per Diem:	0.0471	Total Due For Invoice 2018W31000705:	$ 131.84

Invoice: 2018W32000705 Acres: 0.00 Location: 39 CHANCE POND ROAD
Bill Amount: $ 49.35 Due Date: 02/22/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
02/26/2018	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 02/22/2018	$ 0.00	$ 0.00	$ 0.00	$ 11.01

Per Diem:	0.0203	Total Due For Invoice 2018W32000705:	$ 60.36

Invoice: 2018W33000707 Acres: 0.00 Location: 39 CHANCE POND ROAD
Bill Amount: $ 79.99 Due Date: 04/26/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 04/26/2018	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Per Diem:	0.0329	Total Due For Invoice 2018W33000707:	$ 79.99

		Total Due For Parcel 000097 000046 000000:	$ 12,090.85
Per Diem:	5.0179	Total Due For All Parcels:	$ 12,090.85

LEVY YEAR TAX TYPE INFORMATION

B - Betterment	P - Property	T - Timber Yield
G - Gravel Yield	R - Residence	U - Use Change
L - Lien	S - Sewer	W - Water

OWNERSHIP INFORMATION

ST JACQUES ESTATE, MARJORIE C
% ST JACQUES, KAREN A
39 CHANCE POND ROAD

FRANKLIN, NH 03235

SALES HISTORY

Date	Book	Page	Type	Price	Grantor
07/02/1952	717	119	U I 99	1	??

PICTURE

INSPECTION

07/20/17	INSP	MARKED FOR INSPECTION
07/07/14	RD	FIELD REVIEW
06/03/14	CB	MEASURE ONLY
10/03/08	RB	OCC.NOT HOME

NOTES

WHT; NEW WINDOWS & SIDING;DIRT DRIVE, RIVER IN BACK YARD.;6/03 - VINYL SIDING COMPLETE;10/08 - CYCLED INSP - NOH - W.O.B - SNOW PANELS ON ROOF.;6/14 - CYCL - NAGT - NEWER WINDOWS = AV/GD, SIDING = AV ON;EFP = FR, ROOF = AV/FR. SWITCHING TO GAS, FUSES, OLDER FURN;MAJOR WATER DAMAGE INSIDE. CK INT FOR PR/VP COND. RS1 = NV;COLLAPSED.;APPOINTMENT LETTER 4-25-01;

BUILDING SUB-AREAS / ADJUSTMENTS

Feature Type	Units	Lngth x Width	Size Adj	Rate	Cond	Market Value	Notes

FRANKLIN ASSESSING OFFICE

PARCEL TOTAL ASSESSED VALUE

Year	Building	Features	Land
2016	$ 66,500	$ 0	$ 22,700
		Parcel Total:	$ 89,200
2017	$ 66,500	$ 0	$ 22,700
		Parcel Total:	$ 89,200
2018	**$ 66,500**	**$ 0**	**$ 22,700**
		Parcel Total:	**$ 89,200**

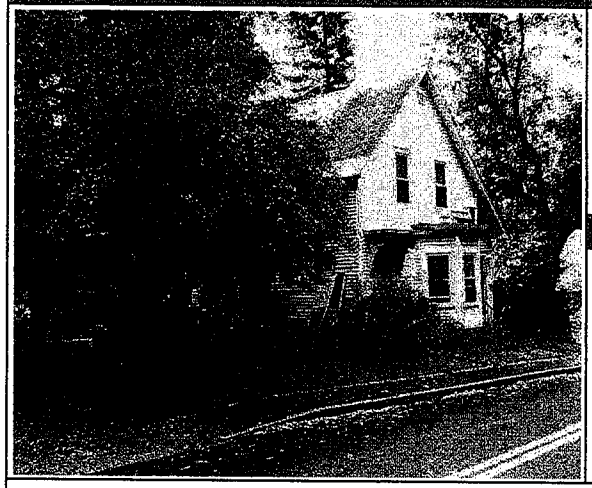
LAND VALUATION

Zone: B1W&S **Minimum Acreage:** 0.23 **Minimum Frontage:** 100 **Site:** **Driveway:** **Road:**

Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	0.070 ac	22,024	E	100	100	100	100		100	22,000	0	N	22,000	
1F RES	10.000 wf	x 71	X	100					100	700	0	N	700	
	0.070 ac									22,700			**22,700**	

Map Sheet: N7

Data Conversion



OWNER

ST JACQUES ESTATE, MARJORIE C
% ST JACQUES, KAREN A
39 CHANCE POND ROAD

FRANKLIN, NH 03235

TAXABLE DISTRICTS

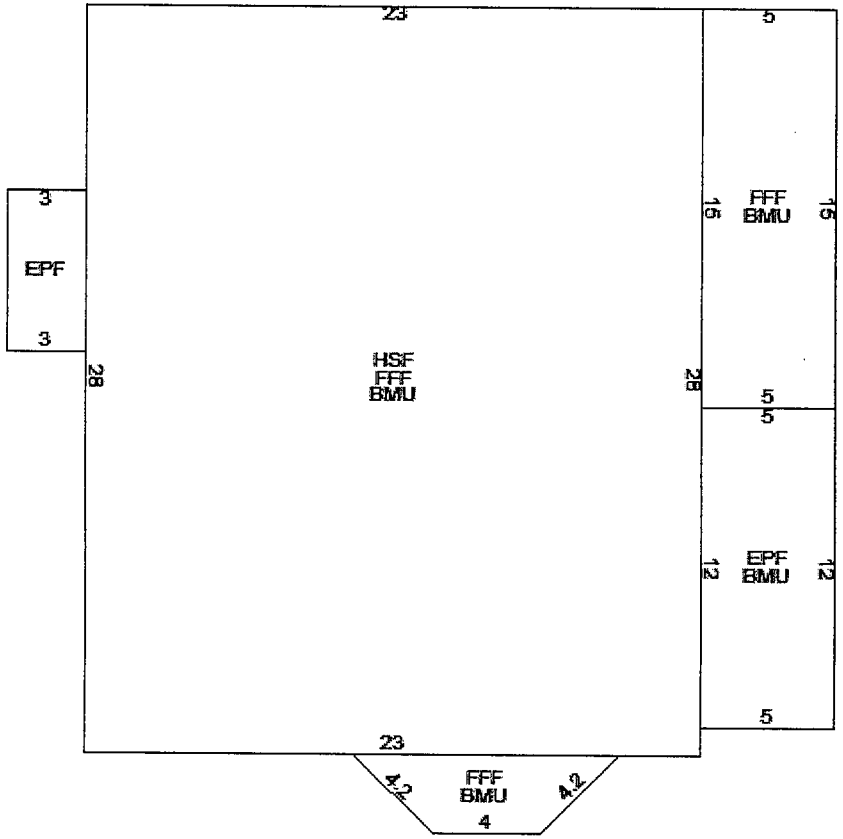
District	Percentage

PERMITS

Date	Permit ID	Permit Type	Notes
01/23/02	R02-01	PERMIT	VINYL SIDING

BUILDING STYLE/CONSTRUCTION

Model: **1.5 STORY OLD STYLE**
Roof: **GABLE OR HIP/UNSPECIFIED**
Ext: **ALUM/VINYL**
Int: **UNSPECIFIED**
Floor: **UNSPECIFIED**
Heat: **GAS/HOT WATER**
Bedrooms: **2** Baths: **1.5** Fixtures: **5**
Extra Kitchens: Fireplaces:
A/C: **No** Generators:
Quality: **A0 AVG**
Com. Wall:
Size Adj: **1.1365** Base Rate: **RSA 75.00**
Bldg. Rate: **0.9812**
Sq. Foot Cost: **$ 73.59**

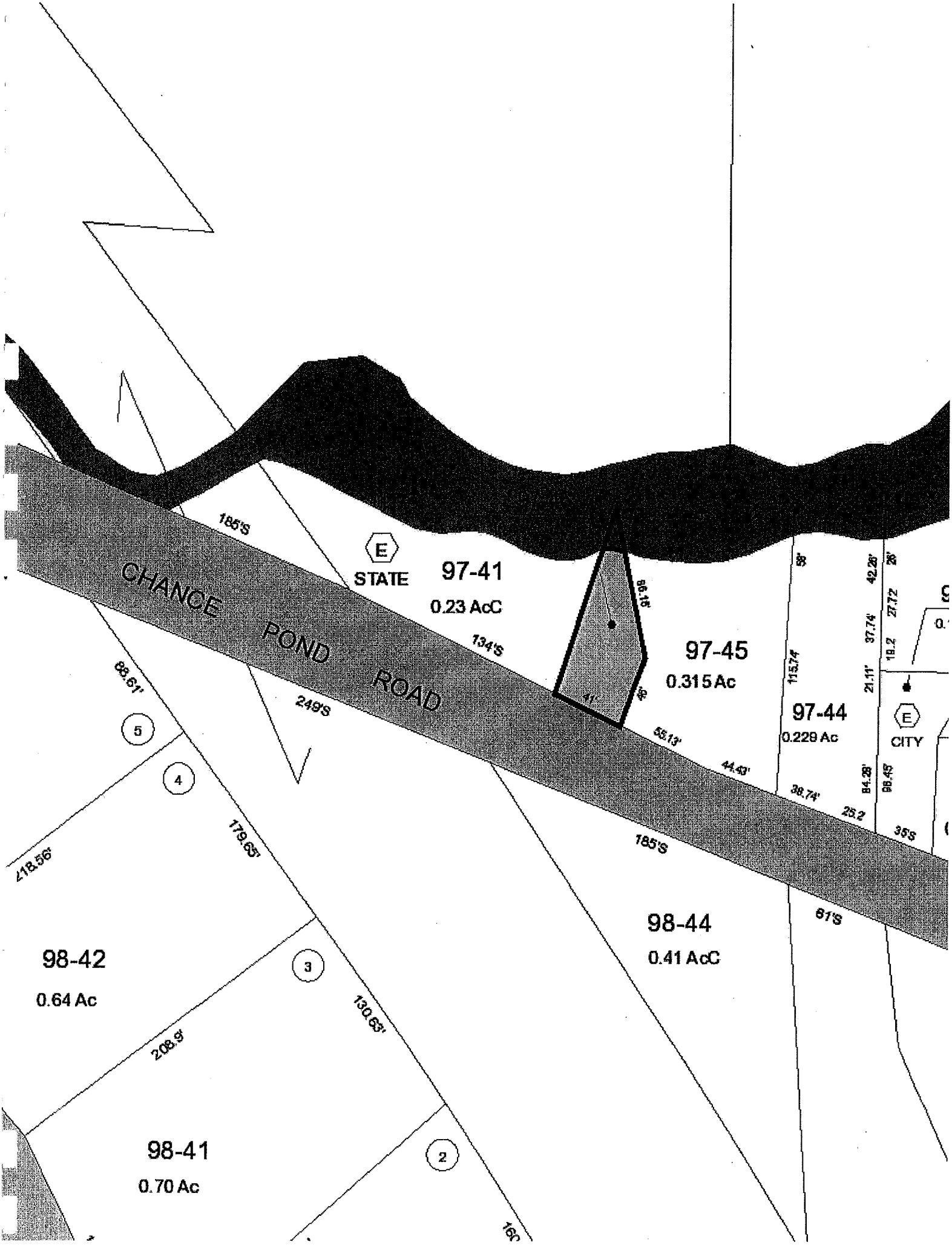


BUILDING SUBAREA LIVING AREA

ID	Description	Area	Adj.	Effect.
HSF	1/2 STRY FIN	644	0.50	322
FFF	FST FLR FIN	740	1.00	740
BMU	BSMNT	800	0.15	120
EPF	ENCLOSED	78	0.70	55
GLA:	**1,062**	**2,262**		**1,237**

BUILDING VALUE CALCULATION

Market Cost New: **$ 91,031**
Year Built: **1900**
Condition For Age: AVERAGE **27 %**
Physical:
Functional:
Economic:
Temporary:
Total Depreciation: **27 %**
Data Conversion
Building Value: **$ 66,500**


CHANCE POND ROAD
185'S
E
STATE
97-41
0.23 AcC
134'S
86.15'
41'
48'
97-45
0.315 Ac
249'S
55.13'
44.49'
38.74'
25.2
35'S
185'S
61'S
97-44
0.229 Ac
115.74'
58'
42.26'
26'
27.72'
37.74'
19.2
21.11'
84.28'
98.45'
E
CITY
98-44
0.41 AcC
68.61'
179.65'
418.56'
130.63'
208.9'
98-42
0.64 Ac
98-41
0.70 Ac
5
4
3
2

Franklin Fire Department
Code Enforcement Division Inspection Report

Date: April 20, 2018

Name: Carlton Ham Telephone:

Location: 175 South Main St 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	Other: Back Tax	na	na

Inspection Date: 20-Apr-18 Time: 2:30P

Comments:

Requested to conduct inspection for Back Tax by City Clerk.

Please see photos accompanied with report. Building has sign identifying as a Memorial Home

Exterior inspection of building conducted. Building appears to have been maintained and in good condition.

Detached garage on site and appears to be in good condition.

Photos sent to City Tax Clerk and stored in Code Enforcement.

Copy To: **File** **PZ** **Welfare** Inspector: S Reale

City of Franklin
316 Central Street

Franklin, NH 03235
Office Hours
Monday - Friday
8:15 AM - 5:00 PM
(603) 934-3109

HAM, CARLTON C & MARY A
175 SOUTH MAIN STREET
FRANKLIN, NH 03235

OFFICE OF THE TAX COLLECTOR
SUMMARY OF ACTIVITY BY OWNER
Printed Thursday, April 26, 2018
Interest Calculated As Of 04/13/2018

Map Lot Sub: 000099 000055 000000

Invoice: 2015L01000092 **Acres:** 0.70 **Location:** 175 SOUTH MAIN STREET
Bill Amount: $ 5,765.88 **Due Date:** 04/06/2016

Partial Payment must be Refunded

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/18/2016	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
11/30/2017	Payment of $977.18 (#0524)	$ 0.00	($ 950.18)	($ 27.00)	$ 0.00
	Paid By: HAM, CARLTON C & MARY A				
03/06/2018	Mtge Search/Notice	$ 0.00	$ 0.00	$ 10.00	$ 0.00
03/12/2018	Deed Notice	$ 0.00	$ 0.00	$ 41.44	$ 0.00
04/13/2018	Int/Pen From 11/30/2017	$ 0.00	$ 0.00	$ 0.00	$ 1,196.88

Per Diem: 2.8434 **Total Due For Invoice 2015L01000092:** **$ 6,962.76**

Invoice: 2016L01000083 **Acres:** 0.70 **Location:** 175 SOUTH MAIN STREET
Bill Amount: $ 5,680.32 **Due Date:** 04/07/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/12/2017	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
04/13/2018	Int/Pen From 04/07/2017	$ 0.00	$ 0.00	$ 0.00	$ 1,066.27

Per Diem: 2.8013 **Total Due For Invoice 2016L01000083:** **$ 6,746.59**

Invoice: 2017L01000073 **Acres:** 0.70 **Location:** 175 SOUTH MAIN STREET
Bill Amount: $ 5,766.10 **Due Date:** 03/15/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/20/2018	Mtge Search/Notice	$ 0.00	$ 0.00	$ 25.72	$ 0.00
04/13/2018	Int/Pen From 03/15/2018	$ 0.00	$ 0.00	$ 0.00	$ 108.18

Per Diem: 2.8436 **Total Due For Invoice 2017L01000073:** **$ 5,874.28**

Invoice: 2018S31000354 **Acres:** 0.00 **Location:** 175 SOUTH MAIN STREET
Bill Amount: $ 70.16 **Due Date:** 11/09/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
11/13/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 11/09/2017	$ 0.00	$ 0.00	$ 0.00	$ 14.47

Per Diem: 0.0288 **Total Due For Invoice 2018S31000354:** **$ 84.63**

Invoice: 2018S32000352 **Acres:** 0.00 **Location:** 175 SOUTH MAIN STREET
Bill Amount: $ 85.28 **Due Date:** 02/22/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
02/26/2018	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 02/22/2018	$ 0.00	$ 0.00	$ 0.00	$ 11.75

Per Diem:	0.0350	Total Due For Invoice 2018S32000352:	$ 97.03

Invoice: 2018S33000355 Acres: 0.00 Location: 175 SOUTH MAIN STREET
Bill Amount: $ 85.28 Due Date: 04/26/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 04/26/2018	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Per Diem:	0.0350	Total Due For Invoice 2018S33000355:	$ 85.28

Invoice: 2018W31000354 Acres: 0.00 Location: 175 SOUTH MAIN STREET
Bill Amount: $ 78.48 Due Date: 11/09/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
11/13/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 11/09/2017	$ 0.00	$ 0.00	$ 0.00	$ 15.00

Per Diem:	0.0323	Total Due For Invoice 2018W31000354:	$ 93.48

Invoice: 2018W32000352 Acres: 0.00 Location: 175 SOUTH MAIN STREET
Bill Amount: $ 81.60 Due Date: 02/22/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
02/26/2018	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 02/22/2018	$ 0.00	$ 0.00	$ 0.00	$ 11.68

Per Diem:	0.0335	Total Due For Invoice 2018W32000352:	$ 93.28

Invoice: 2018W33000355 Acres: 0.00 Location: 175 SOUTH MAIN STREET
Bill Amount: $ 81.60 Due Date: 04/26/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 04/26/2018	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Per Diem:	0.0335	Total Due For Invoice 2018W33000355:	$ 81.60

		Total Due For Parcel 000099 000055 000000:	$ 20,118.93
Per Diem:	8.6864	Total Due For All Parcels:	$ 20,118.93

LEVY YEAR TAX TYPE INFORMATION

B - Betterment	P - Property	T - Timber Yield
G - Gravel Yield	R - Residence	U - Use Change
L - Lien	S - Sewer	W - Water

OWNER INFORMATION

HAM, CARLTON C & MARY A

175 SOUTH MAIN STREET

FRANKLIN, NH 03235

SALES HISTORY

Date	Book	Page	Type	Price	Grantor
03/27/1981	1390	88	U I 99	1	??

PICTURE

LISTING HISTORY

10/19/16	RD	OCC.NOT HOME
11/02/13	RS	MEASURE ONLY
03/01/01	CM	ESTIMATED

NOTES

175 SOUTH MAIN STREET;OIL HEAT 2 FIREPLACES, WALL A/C. FRG HAS 2 CHIMNEY'S;OLD WINDOWS, SIDING GD, ROOF AV/GD= EXT GD FOR AGE;10/16 - CYCL/NOH - MADE DATA & SKETCH CHANGES.;DBA: HL YOUNG & COMPANY MEMO-;RIAL HOME;

BUILDING ADDITIONS

Feature Type	Units	Lngth x Width	Size Adj	Rate	Cond	Market Value	Notes
GARAGE-1 STY	1,320	60 x 22	72	21.63	63	12,951	Yr1980;$13100;RG4
GARAGE-1 STY	176	22 x 8	151	21.63	17	977	Yr1980;$1000;RS1
GARAGE-1 STY	3,600		64	21.63	7	3,488	Yr1980;$3300;PA1
						17,400	

MUNICIPAL SOFTWARE BY VISION

FRANKLIN ASSESSING OFFICE

PARCEL TOTAL ASSESSED VALUE

Year	Building	Features	Land
2016	$ 168,400	$ 0	$ 42,800
		Parcel Total:	$ 211,200
2017	$ 152,200	$ 17,400	$ 42,900
		Parcel Total:	$ 212,500
2018	**$ 152,200**	**$ 17,400**	**$ 42,900**
		Parcel Total:	**$ 212,500**

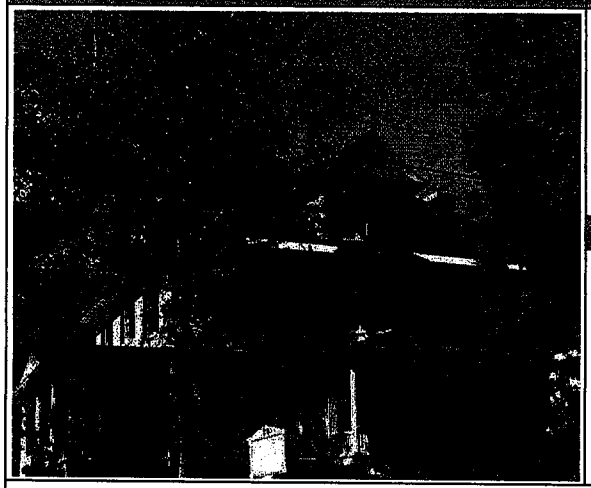
LOT DESCRIPTION

Zone: B1W&S **Minimum Acreage:** 0.23 **Minimum Frontage:** 100 **Site:** GOOD **Driveway:** PAVED **Road:** PAVED

Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
COM/IND	0.230 ac	42,670	E	100	105	100	100	95 -- MILD	100	42,600	0	N	42,600	
COM/IND	0.470 ac	x 646	X	100				95 -- MILD	100	300	0	N	300	
	0.700 ac									42,900			**42,900**	

Map Sheet: O7

Data Conversion



HAM, CARLTON C & MARY A

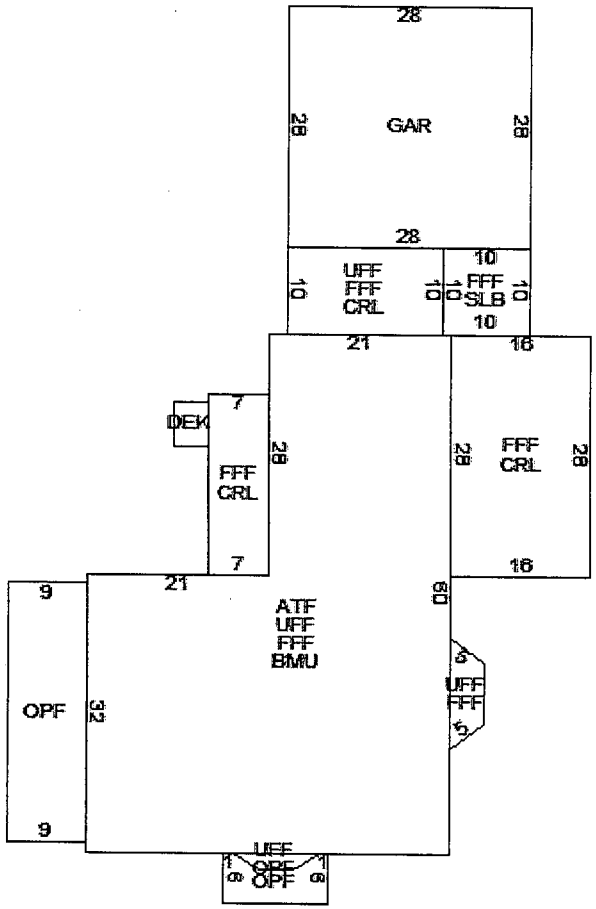
175 SOUTH MAIN STREET

FRANKLIN, NH 03235

District	Percentage

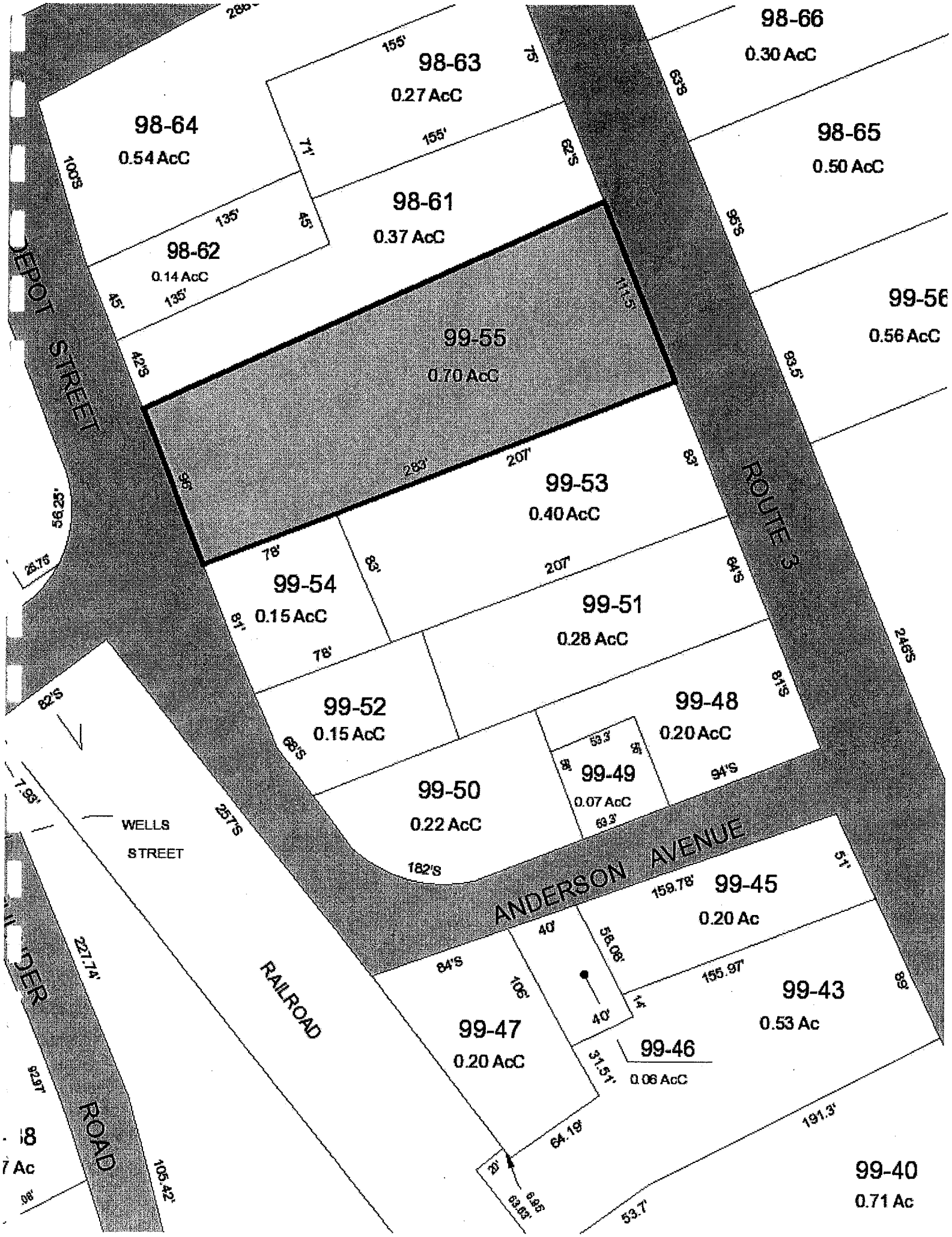
Date	Permit ID	Permit Type	Notes

Model: **2.50 STORY FUNERAL HO**
Roof: **GABLE OR HIP/ASPHALT**
Ext: **UNSPECIFIED**
Int: **UNSPECIFIED**
Floor: **UNSPECIFIED**
Heat: **OIL/UNSPECIFIED**
Bedrooms: Baths: Fixtures:
Extra Kitchens: Fireplaces:
A/C: **No** Generators:
Quality: **A2 AVG+20**
Com. Wall:
Size Adj: **0.8771** Base Rate: **CFH 85.00**
Bldg. Rate: **0.4023**
Sq. Foot Cost: **$ 34.20**



ID	Description	Area	Adj.	Effect.
ATF	ATTIC FINISHED	1932	0.25	483
UFF	UPPER FLR FIN	2166	1.00	2166
FFF	FST FLR FIN	2847	1.00	2847
BMU	BSMNT	1932	0.15	290
OPF	OPEN PORCH	342	0.25	86
CRL	CRAWL SPACE	775	0.05	39
SLB	SLB	100	0.00	0
GAR	GARAGE	784	0.45	353
DEK	DECK/ENTRANCE	20	0.10	2
GLA:	**5,496**	**10,898**		**6,266**

Market Cost New: **$ 214,297**
Year Built: **1879**
Condition For Age: GOOD **29 %**
Physical:
Functional:
Economic:
Temporary:
Total Depreciation: **29 %**
Data Conversion
Building Value: **$ 152,200**


98-66
0.30 AcC
98-63
0.27 AcC
98-64
0.54 AcC
98-65
0.50 AcC
98-61
0.37 AcC
98-62
0.14 AcC
99-55
0.70 AcC
99-56
0.56 AcC
99-53
0.40 AcC
99-54
0.15 AcC
99-51
0.28 AcC
99-52
0.15 AcC
99-48
0.20 AcC
99-49
0.07 AcC
99-50
0.22 AcC
99-45
0.20 Ac
99-43
0.53 Ac
99-47
0.20 AcC
99-46
0.06 AcC
99-40
0.71 Ac
DEPOT STREET
ROUTE 3
ANDERSON AVENUE
WELLS STREET
RAILROAD
ROAD

Franklin Fire Department
Code Enforcement Division Inspection Report

Date: April 20, 2018

Name: Vincent Ferro Telephone:

Location: 51 Beech 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	Other: Back Tax	na	na

Inspection Date: 20-Apr-18 Time: 2:30P

Comments:

Requested to conduct inspection for Back Tax by City Clerk.

Please see photos accompanied with report. Building appears to be a single family home with detached garage to the rear of lot.

Exterior inspection of building conducted. House appears to have a newer roof installed and in good condition.

Exterior of house appears to be in fair condion and needs some maintenance of siding, painting and shutters.

Detached garage to rear of lot is in need of maintenance on roof and exterior.

Photos sent to City Tax Clerk and stored in Code Enforcement.

Copy To: **File** **PZ** **Welfare** Inspector: S Reale

City of Franklin

316 Central Street

Franklin, NH 03235
Office Hours
Monday - Friday
8:15 AM - 5:00 PM
(603) 934-3109

FERRO, VINCENT A
PO BOX 2171
VINEYARD HAVEN, MA 02568

OFFICE OF THE TAX COLLECTOR
SUMMARY OF ACTIVITY BY OWNER
Printed Monday, April 16, 2018
Interest Calculated As Of 04/13/2018

Map Lot Sub: 000135 000132 000000

Invoice: 2015L01000067 **Acres:** 1.20 **Location:** 51 BEECH STREET
Bill Amount: $ 4,586.71 **Due Date:** 04/06/2016

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/18/2016	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
03/06/2018	Mtge Search/Notice	$ 0.00	$ 0.00	$ 10.00	$ 0.00
03/12/2018	Deed Notice	$ 0.00	$ 0.00	$ 41.44	$ 0.00
04/13/2018	Int/Pen From 04/06/2016	$ 0.00	$ 0.00	$ 0.00	$ 1,745.49

Per Diem: 2.2619 **Total Due For Invoice 2015L01000067:** **$ 6,332.20**

Invoice: 2016L01000065 **Acres:** 1.20 **Location:** 51 BEECH STREET
Bill Amount: $ 5,918.44 **Due Date:** 04/07/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
05/12/2017	Mtge Search/Notice	$ 0.00	$ 0.00	$ 27.00	$ 0.00
07/24/2017	Payment of $1,095.77 (#354) Paid By: FERRO, VINCENT A	($ 753.55)	($ 315.22)	($ 27.00)	$ 0.00
04/13/2018	Int/Pen From 07/24/2017	$ 0.00	$ 0.00	$ 0.00	$ 669.88

Per Diem: 2.5471 **Total Due For Invoice 2016L01000065:** **$ 5,834.77**

Invoice: 2017L01000062 **Acres:** 1.20 **Location:** 51 BEECH STREET
Bill Amount: $ 4,868.44 **Due Date:** 03/15/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/13/2018	Int/Pen From 03/15/2018	$ 0.00	$ 0.00	$ 0.00	$ 69.63

Per Diem: 2.4009 **Total Due For Invoice 2017L01000062:** **$ 4,938.07**

Invoice: 2018S11000227 **Acres:** 0.00 **Location:** 51 BEECH STREET
Bill Amount: $ 20.06 **Due Date:** 09/12/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
09/14/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 09/12/2017	$ 0.00	$ 0.00	$ 0.00	$ 11.76

Per Diem: 0.0082 **Total Due For Invoice 2018S11000227:** **$ 31.82**

Invoice: 2018S12000226 **Acres:** 0.00 **Location:** 51 BEECH STREET
Bill Amount: $ 126.74 **Due Date:** 12/14/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
12/18/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 12/14/2017	$ 0.00	$ 0.00	$ 0.00	$ 16.25

Per Diem: 0.0521 **Total Due For Invoice 2018S12000226:** **$ 142.99**

Invoice: 2018S13000224 | **Acres:** 0.00 | **Location:** 51 BEECH STREET
Bill Amount: $ 71.46 | **Due Date:** 03/09/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
03/13/2018	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 03/09/2018	$ 0.00	$ 0.00	$ 0.00	$ 11.03

Per Diem: 0.0294 **Total Due For Invoice 2018S13000224:** **$ 82.49**

Invoice: 2018W11000227 | **Acres:** 0.00 | **Location:** 51 BEECH STREET
Bill Amount: $ 30.06 | **Due Date:** 09/12/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
09/14/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 09/12/2017	$ 0.00	$ 0.00	$ 0.00	$ 12.63

Per Diem: 0.0124 **Total Due For Invoice 2018W11000227:** **$ 42.69**

Invoice: 2018W12000226 | **Acres:** 0.00 | **Location:** 51 BEECH STREET
Bill Amount: $ 150.30 | **Due Date:** 12/14/2017

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
12/18/2017	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 12/14/2017	$ 0.00	$ 0.00	$ 0.00	$ 17.41

Per Diem: 0.0618 **Total Due For Invoice 2018W12000226:** **$ 167.71**

Invoice: 2018W13000224 | **Acres:** 0.00 | **Location:** 51 BEECH STREET
Bill Amount: $ 68.70 | **Due Date:** 03/09/2018

Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
03/13/2018	Late Payment	$ 0.00	$ 0.00	$ 10.00	$ 0.00
04/13/2018	Int/Pen From 03/09/2018	$ 0.00	$ 0.00	$ 0.00	$ 10.99

Per Diem: 0.0282 **Total Due For Invoice 2018W13000224:** **$ 79.69**

Total Due For Parcel 000135 000132 000000: **$ 17,652.43**

Per Diem: **7.4020** **Total Due For All Parcels:** **$ 17,652.43**

LEVY YEAR TAX TYPE INFORMATION

B - Betterment	P - Property	T - Timber Yield
G - Gravel Yield	R - Residence	U - Use Change
L - Lien	S - Sewer	W - Water

FERRO, VINCENT A

PO BOX 2171

VINEYARD HAVEN, MA 02568

Date	Book	Page	Type	Price	Grantor
09/19/2005	2822	1232	Q I	289,000	GILL 1999 TRUST, THOM?

05/06/15	RS	FIELD REVIEW
05/05/15	CB	OCC.NOT HOME
10/04/10	GP	ENT. GAINED

GRY; FS- C-21 OWNER UNSURE OF ASKING PRICE;INT IN GD COND, TIN CEILING IN DR, SOME NICE TRIM WORK,;A COUPLE OF STAINED WINDOWS FLRS= VINYL, CPT, HDWD;EX SINK, ATTIC BDRMS= HDWD FLR BSMT= WET, CONCRETE FLR,;STONE FDTN, SUMP PUMP; 10/10-CYCLE-INT - ROF - GOOD, SIDING.WINDOWS=AVG. OLD;STYLE KITS, NO RECENT UDATES IN BATHS, TIN CEILING; 5/15-CYCL-NOH-MIX WINDOWS/SOME PICTURE=AV, SIDING;DEEPLY FLAWED-NEEDS PAINT & MINOR REPAIT=AV, OLDER;ROOF=AV. EST INT<EXT.;

Feature Type	Units	Lngth x Width	Size Adj	Rate	Cond	Market Value	Notes
BARN-1STRY/LOFT	616	28 x 22	86	18.12	88	8,447	$8430.0
GARAGE-1 STY	504	24 x 21	92	22.15	61	6,265	$6230.0
FIREPLACE 1-STAND	1		100	0.00	100	0	
						14,700	

FRANKLIN ASSESSING OFFICE

Year	Building	Features	Land
2016	$ 138,200	$ 0	$ 40,900
		Parcel Total:	$ 179,100
2017	$ 123,600	$ 14,700	$ 40,900
		Parcel Total:	$ 179,200
2018	**$ 123,600**	**$ 14,700**	**$ 40,900**
		Parcel Total:	**$ 179,200**

Zone: R3W&S **Minimum Acreage:** 0.34 **Minimum Frontage:** 100 **Site:** **Driveway:** **Road:**

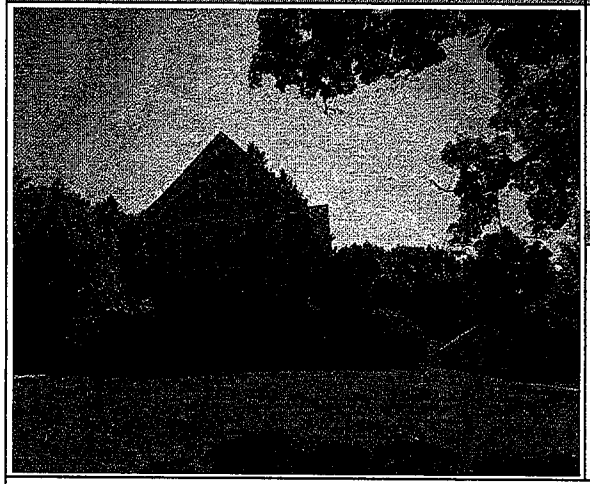
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	0.340 ac	40,357	E	100	100	100	100		100	40,400	0	N	40,400	
1F RES	0.860 ac	x 602	X	100					100	500	0	N	500	
	1.200 ac									40,900			**40,900**	

Map Sheet: O8

Data Conversion

Map: 000135 Lot: 000132 Sub: 000000 Card: 1 of 1 51 BEECH STREET FRANKLIN Printed: 04/16/2018

PICTURE



OWNER

FERRO, VINCENT A

PO BOX 2171

VINEYARD HAVEN, MA 02568

TAXABLE DISTRICTS

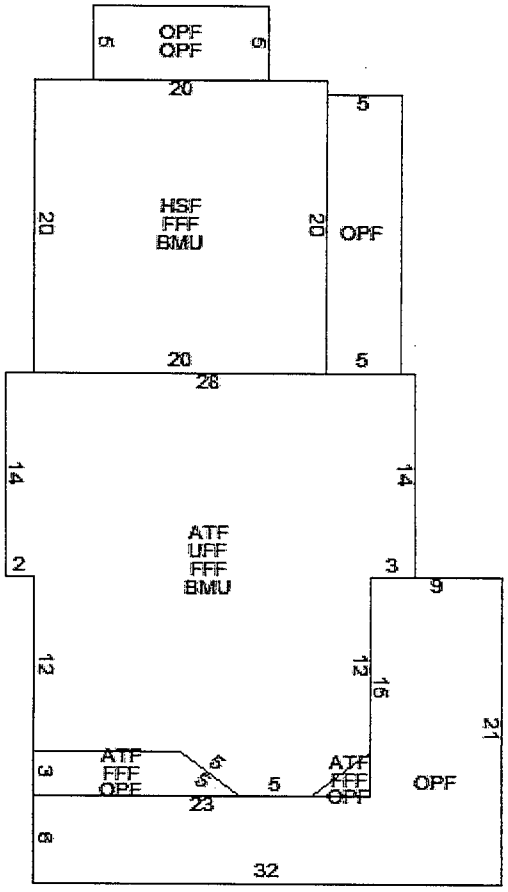
District	Percentage

PERMITS

Date	Permit ID	Permit Type	Notes

BUILDING DETAILS

Model: **2.00 STORY OLD STYLE**
Roof: **GABLE OR HIP/UNSPECIFIED**
Ext: **UNSPECIFIED**
Int: **UNSPECIFIED**
Floor: **UNSPECIFIED**
Heat: **OIL/STEAM**
Bedrooms: **2** Baths: **3.0** Fixtures: **10**
Extra Kitchens: **1** Fireplaces:
A/C: **No** Generators:
Quality: **A2 AVG+20**
Com. Wall:
Size Adj: **0.9138** Base Rate: **RSA 75.00**
Bldg. Rate: **0.8816**
Sq. Foot Cost: **$ 66.12**

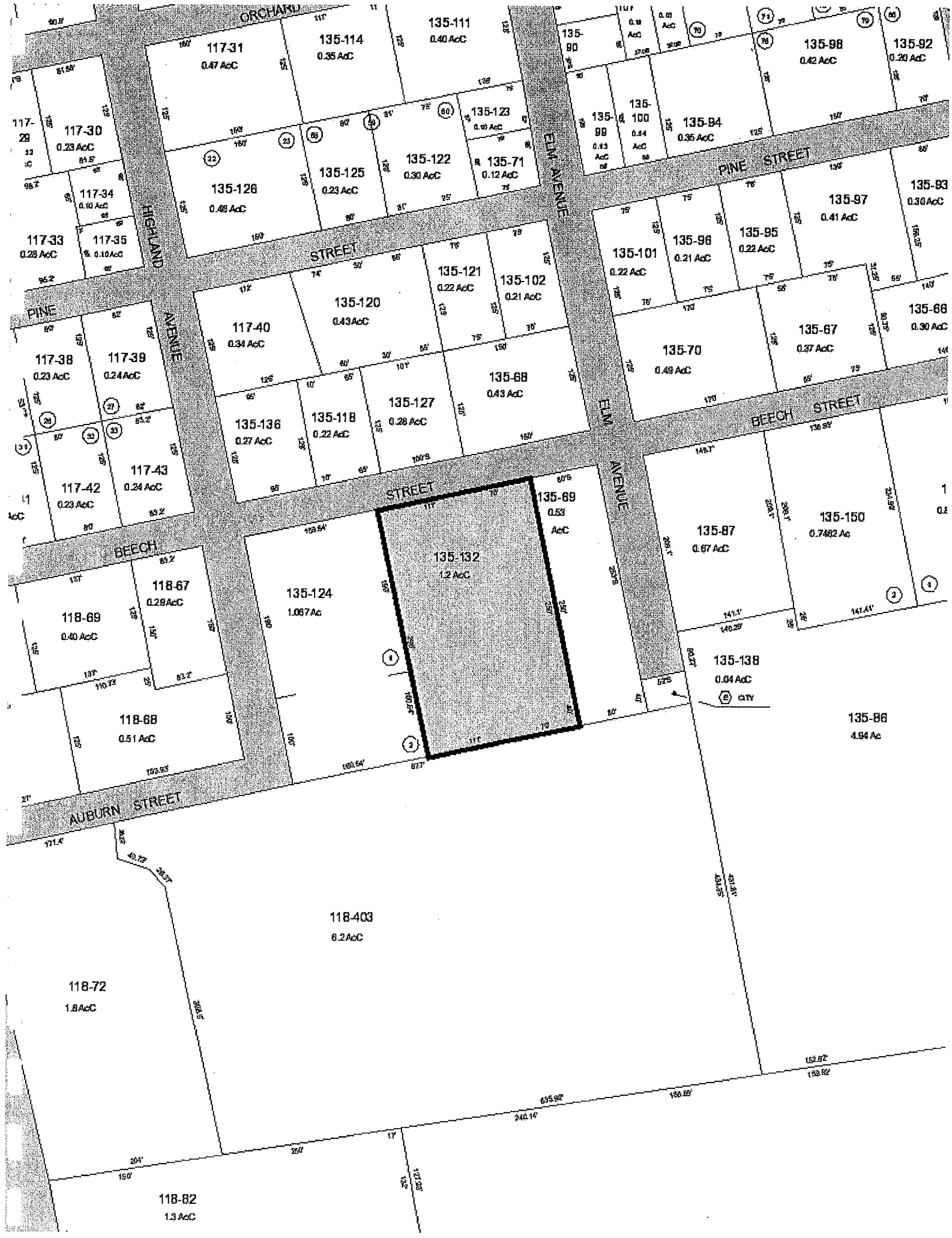


BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
ATF	ATTIC FINISHED	737	0.25	184
UFF	UPPER FLR FIN	695	1.00	695
FFF	FST FLR FIN	1137	1.00	1137
BMU	BSMNT	1095	0.15	164
HSF	1/2 STRY FIN	400	0.50	200
OPF	OPEN PORCH	584	0.25	146
GLA:	**2,216**	**4,648**		**2,526**

2013 BASE YEAR BUILDING VALUATION

Market Cost New:		**$ 167,019**
Year Built:		**1904**
Condition For Age:	AVERAGE	**26 %**
Physical:		
Functional:		
Economic:		
Temporary:		
Total Depreciation:		**26 %**
		Data Conversion
Building Value:		**$ 123,600**


ORCHARD
PINE STREET
HIGHLAND AVENUE
ELM AVENUE
BEECH STREET
AUBURN STREET
117-31
0.47 AcC
135-114
0.35 AcC
135-111
0.40 AcC
135-90
135-98
0.42 AcC
135-92
0.20 AcC
117-30
0.23 AcC
117-29
117-34
0.10 AcC
117-33
0.28 AcC
117-35
135-123
135-126
0.49 AcC
135-125
0.23 AcC
135-122
0.30 AcC
135-71
0.12 AcC
135-99
135-100
0.44 AcC
135-94
0.35 AcC
135-97
0.41 AcC
135-93
0.30 AcC
135-101
0.22 AcC
135-96
0.21 AcC
135-95
0.22 AcC
135-121
0.22 AcC
135-102
0.21 AcC
117-40
0.34 AcC
135-120
0.43 AcC
135-66
0.30 AcC
135-67
0.37 AcC
135-70
0.49 AcC
117-38
0.23 AcC
117-39
0.24 AcC
135-68
0.43 AcC
135-136
0.27 AcC
135-118
0.22 AcC
135-127
0.28 AcC
117-42
0.23 AcC
117-43
0.24 AcC
135-69
0.53 AcC
135-87
0.67 AcC
135-150
0.7482 Ac
135-132
1.2 AcC
118-67
0.29 AcC
118-69
0.40 AcC
135-124
1.067 Ac
135-138
0.04 AcC
118-68
0.51 AcC
135-86
4.94 Ac
118-403
6.2 AcC
118-72
1.8 AcC
118-82
1.3 AcC

CITY COUNCIL MEETING

AGENDA ITEM VIII

From: Krystal Alpers, Parks and Recreation Director

Subject: Vendor Fees

Recommended Motion:
Councilor moves: **"I move the Franklin City Council waive the vendor fees for the Farmers Market at Bessie Rowell Community Center."**

Councilor moves: **"I move the Franklin City Council waive the vendor fees for the Winni Rivers Days in Trestle View Park."**

Discussion:
Farmers Market
For the past few years, the Franklin Regional Hospital has hosted the Farmers Market on the front lawn of FRH. Due to staffing changes at FRH, they are not planning to host the Farmer's Market this year. Therefore, the Franklin HEAL Coalition would like to see this continue and will be holding it at the Bessie Rowell Community Center. When the market was at FRH, vendors were not charged a fee for the space and our coalition would like to continue the market without fees. However, in moving the market to the community center, it will now be hosted on City owned property. The HEAL Coalition is requesting formal permission from the Franklin City Council to waive the necessity of vendor permits for the market.

Winni Rivers Days
Mill City Park plans to host the inaugural Winnipesaukee River Days from June 22-24, 2018 at Trestle View Park in downtown Franklin, NH. This location, at the takeout for a popular class III whitewater section, in the downtown, provides an opportunity unique in New England, to combine a river festival with a celebration of the community around the river. We are planning three days of activities for paddlers and non-paddlers alike: free live music, kayaking competitions, a rubber ducky race, vendor village, silent auction, kids activities, etc. Mill City Park is requesting formal permission from the Franklin City Council to waive the necessity of vendor permits for this year's Winni Rivers Days for the vendor village.

Fiscal Impact:
The City will not receive the vending fees for either event which would be additional revenue brought into the city. We expect it to be very minimal as we plan to have about 5-10 vendors at the Market and 10-20 vendors at the Winni Rivers Days.

CITY COUNCIL MEETING

AGENDA ITEM IX

CITY OF FRANKLIN
COUNCIL AGENDA REPORT
May 1, 2018

From: **Judie Milner, City Manager**

Subject: **Community Action Program Lease**

Recommendation:

I recommend the Franklin City Council approve the 30 year leasehold mortgage of 82 Elkins Street to the Community Action Program forgoing rental payments and considering this an in-kind donation to the Community Action Program on behalf of the City.

Suggested Motions:

Councilor moves, "I move the Franklin City Council approve the 30 year leasehold mortgage of 82 Elkins Street to the Community Action Program forgoing rental payments and considering this an in-kind donation to the Community Action Program on behalf of the City."

Mayor calls for a second, discussion and vote.

Discussion:

As the Council is aware, the community action program (CAP) has occupied the city owned building at 82 Elkins street for several decades. Recently, the building was deemed barely habitable and the CAP office sought and received funding through a USDA loan/grant program and a CDFA CDBG grant. Last August, under former Manager Dragon, the council approved the submission of the CDBG grant through the City on behalf of the CAP office and approved a tentative 30 year lease with CAP as required by the grant application. The lease is a little different this time as the USDA program is requiring a leasehold mortgage which protects the CAP office while they are paying back the USDA loan and protects the City should the CAP office default on the loan. The attached language has been approved by Attorney Fitzgerald.

Fiscal Impact:

The CAP office is razing a barely habitable city building and constructing a new city building on City owned property at no cost to the City except for the forgone rental payments to the City for the duration of the 30 year lease. The current CAP lease has the same forgone rental payment language in it so there is no change in revenue.

Alternatives:

Do not approve lease and project will not move forward. CAP will likely find a new "home" and the City will have to deal with the dilapidated building.

Attachments/Exhibits:

Proposed Lease

CITY COUNCIL MEETING

AGENDA ITEM X

Subject: Other Business

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

CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting May 7, 2018

Date: May 1, 2018

From: Judie Milner, City Manager

Subject: City Manager's Update

1) **Contingent Grant Line Activity**
   $500 Thrift Closet for Book Club
   $2000 Elks for field renovations

2) **Clerk's Office Closed**
   The Clerk's Office will be closed May 9th so the staff can attend the annual clerk's conference and training.

3) **Executive Secretary**
   Interviews were held at the end of March for City Manager's Executive Secretary. I want to personally thank Chief LaChapelle and Director Lewis for their assistance in the process. We had 2 good finalists and ultimately chose Audrey Lanzillo. Audrey resides in Franklin and previously worked as an executive secretary for Liberty Mutual in Dover for 17 years. Audrey has always wanted to work for her community and applied when the position became open. Audrey started in April and has been quick to jump right into the position. Please assist me in welcoming Audrey to the City Hall team.

4) **Elks Youth Government**
   This week is the 54th annual Elks youth government week. I'd like to welcome the high school students who are participating in youth government this week to the meeting tonight. I'd also like to thank Carrie Charette, Franklin High School Principal, for making changes to the program so that students are encouraged to actively participate in youth government. It is a lot of work for the City departments but it is

worthwhile if there is ample student participation! Hopefully we can entice some into municipal work!

5) **Northern Pass**
The SEC will hold deliberative hearings on Eversource's appeal of the Northern Pass decision on Thursday, May 24th, at 49 Donovan Street, Concord. Eversource is looking for supporters to attend.

6) **Changing Franklin's image one step at a time - Laconia Daily Sun articles**
The Saturday, April 21st, edition of the Laconia Daily Sun had 2 very nice articles on Franklin's revitalization efforts featuring the proposed white water park. The articles are on the City's websites under news & announcements as well. People from other communities are responding positively to the press.

7) **Tax Deeded Property Bids**
In March, the City Council approved disposal of several small abutting Hill Road properties and of 72 Pine Street by sealed bid. Sean Bean, abutter, won the bid ($15,500) for the Hill Road properties and has already begun the process of merging the properties with his own. Jim Lintner won the 72 Pine Street bid ($76,100); his son will be using the property as his residence. We will be closing on all properties in May.

8) **FY2019 Manager's Proposed Budget presentation to Council**