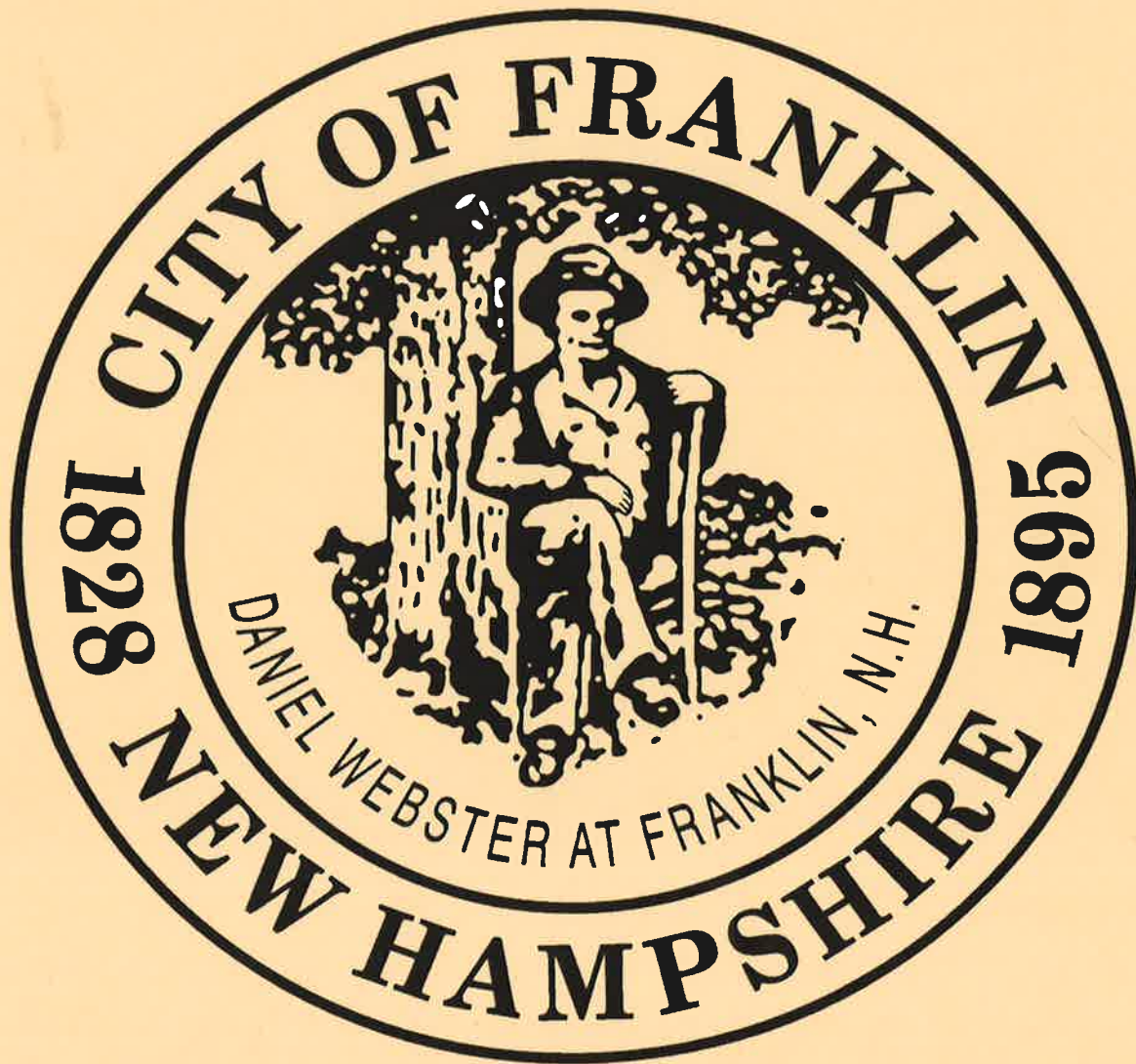


CITY OF FRANKLIN  
CITY COUNCIL MEETING  
November 6, 2017  
6:00 P.M.





## FRANKLIN CITY COUNCIL AGENDA

Council Chambers

Monday, November 6, 2017

6:00 P.M.

\*\*\*\*\*  
**SALUTE TO THE FLAG**  
\*\*\*\*\*

### PUBLIC HEARINGS

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

**Resolution #07-18** – A Resolution for supplemental appropriation of a federal grant from the Economic Development Agency for the Mill City Park White Water Park.

**Resolution #08-18** – A Resolution appropriating \$182,774 in new revenue associated with \$7,244,310 new assessed value resulting from pickups from utilities.

**Resolution #09-18** – A Resolution accepting the Law Enforcement Opioid Abuse Reduction Initiative grant in the amount of \$12,674.00, approving the Memorandum of Agreement with delineated agencies and appropriating Franklin's portion of the grant in the amount of \$1,584.25.

### 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 October 6, 2017 City Council Canvass of the Vote Meeting and October 2, 2017 City Council Meeting.

**Agenda Item II.**

Monthly School Board Report.

**Agenda Item III.**

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

**Agenda Item IV.**

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

**Agenda Item V.**

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

**Agenda Item VI.**

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

**Agenda Item VII.**

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

**Agenda Item VIII.**

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

**Agenda Item IX.**

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

**Agenda Item X.**

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

**Agenda Item XI.****Other Business**

- 1. Committee Reports**
- 2. Acting 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**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of November, 2017*

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**Subject: Approval of Minutes**

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**Motion: "I move that the Franklin City Council approve the minutes of the October 6, 2017 City Council Canvass of the Vote Meeting and the October 2, 2017 City Council Meeting."**

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



DRAFT – PENDING COUNCIL APPROVAL

**City Council Meeting  
October 6, 2017  
Canvas the Vote**

**Call to Order**

Interim Mayor Clarenbach called the meeting to order in the downstairs conference room, Franklin City Hall at 6:01 p.m.

**In Attendance**

Councilor Moquin, Councilor Ribas, Councilor Barton, Councilor Giunta, Councilor Desrochers, Councilor Wells, Councilor Zink, Councilor Dzujna, Chief Lachapelle and Interim Mayor/ Councilor Clarenbach.

**Absent**

None

Salute to the Flag was led by Councilor Giunta.

**City Council to Canvas the votes from the October 3, 2017 City Election.**

***Motion: Councilor Desrochers moved that the Franklin City Council accept the return of votes and declare the following elected. Motion seconded by Councilor Dzujna.***

Councilor Desrochers read the results:

**CITY OF FRANKLIN – WARD I**

Total Voters on the Checklist- 1834

Ballots Cast- 273

Voter Turnout- 15%

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**MAYOR**

***Two Years***

Leigh A. Webb 91

**Tony Giunta 180**

Scatter - 0

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**CITY COUNCIL**

***Three Years***

**George J. Dzujna (Incumbent) 231**

Council Meeting  
October 6, 2017

Scatter-11

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**SCHOOL BOARD**  
*Three Years*

**Jeffrey Savary 222**

Scatter-1

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**SCHOOL BOARD**  
*One Year*

**Open Position**

**Write-In by tie breaker Delaney Carrier 4**

Scatter-38

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**QUESTION:**

“Shall we allow the operation of keno games within the town or city?”

**Yes - 140**

**No- 102**

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**CITY OF FRANKLIN – WARD II**

Total Voters on the Checklist- 1414

Ballots Cast- 181

Voter Turnout- 13%

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**MAYOR**  
*Two Years*

**Leigh A. Webb 69**

**Tony Giunta 108**

Scatter 1

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**CITY COUNCIL**  
*Three Years*

**Robert Desrochers Sr. (Incumbent) 132**



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October 6, 2017

Scatter 27

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**SCHOOL BOARD**

***Three Years***

**Scott A. Burns 144**

Scatter 5

---

**SUPERVISOR OF THE CHECKLIST**

***One Year***

**Open Position**

Write-In Tam Feener 5

Scatter 11

---

**QUESTION:**

“Shall we allow the operation of keno games within the town or city?”

**Yes - 122**

No- 55

---

**CITY OF FRANKLIN – WARD III**

Total Voters on the Checklist- 1918

Ballots Cast- 249

Voter Turnout- 13%

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**MAYOR**

***TWO Years***

Leigh A. Webb 117

**Tony Giunta 131**

Scatter 0

---

**CITY COUNCIL**

***Three Years***

James C. Wells (Incumbent) 100

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**Paul C. Trudel 132**

Scatter 3

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**SCHOOL BOARD**

*Three Years*

**Open Position**

**Write-In Chris Kneeland 5**

Scatter 30

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**SUPERVISOR OF THE CHECKLIST**

*Two Year*

**Open Position**

**Write-In Gayle Cook 5**

Scatter 11

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**SUPERVISOR OF THE CHECKLIST**

*One Year*

**Open Position**

Scatter 12

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**QUESTION:**

“Shall we allow the operation of keno games within the town or city?”

**Yes - 135**

**No- 105**

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

**Other Business**

Councilor Dzujna wanted to inform the Council about a non public meeting that the school is having next week with the attorneys about becoming an independent school district. Councilor Dzujna said that he was disturbed by this meeting because in the past the council had asked the school about involving attorneys and the concern about wasting money and the school had told them that they weren't going to be meeting with attorneys. Councilor Desrochers commented that this was a “fruitless decision” on

Council Meeting  
October 6, 2017

behalf of the school and his support for the school will stop because they are wasting money that we don't have. They were just given \$102,000.00 and this is not the way to use it.

***Motion to adjourn made by Councilor Zink and seconded by Councilor Ribas.***

***All in favor; meeting adjourned at 6:10 p.m.***

Respectfully Submitted,

Katie A. Gargano



## DRAFT - PENDING COUNCIL APPROVAL

### City Council Meeting October 2, 2017

#### **Call to Order**

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

#### **In Attendance**

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

#### **Absent**

Councilor Barton.

Salute to the Flag was led by Fire Chief LaChapelle.

Interim Mayor/Councilor Clarenbach asked for a moment of silence to honor those who lost their lives and were wounded in the Las Vegas shooting. He also asked for a moment of silence to honor Captain James Dion who passed away and served on the Franklin Fire Department for 21 years and was a veteran of the Korean War.

#### **Public Hearings** - None

#### **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.**

Jo Brown stated that the comments and information on social media this past week were inaccurate regarding P & Z Director Lewis and Catch Housing. Jo Brown stated that being on the Planning Board for some time and has been looking at Catch Housing for her daughters to live; she was chagrined about the information regarding P & Z Director Lewis that was put out there which was wrong. The information was that since he is a board member of Catch Housing that he personally and single handedly was responsible for bringing Catch Housing to Franklin. The truth is he had recused himself in a letter to former City Manager Dragon and the Planning Board was aware of it. The second piece of information that is out there is that Catch Housing will be filled with drug addicts. If you go onto Catch Housing website there is an application process which includes criminal background check, drug investigation check, credit check, landlord check, etc. This is for people who graduate from college, veterans who have returned after serving their country who are trying to get back on their feet, and people like that and not for section 8 people. You can go and take a look at Endicott Hotel in Concord as that is Catch Housing. The third piece was since he built Catch Housing by himself and is allowing all the druggies to move in there that he approved the methadone clinic. She stated that there is nothing in the zoning or in the City of Franklin charter that precludes a medical clinic. If

people believe that there is not a problem in the city they are wrong. Hope for Recovery is in Franklin to help with counseling so it makes sense that there is help for addiction. It is unfortunate that the people who follow these types of things on social media don't verify the comments. It is unwise for people to do that as many people have spent thousands of dollars building up the city and when negative things like this get out on social media other people coming into the city will read this information. Employees are now making it a point to check out social media about potential employers and other employees. It is a shame so much time is wasted on negative energy rather than putting forth positive energy. On a positive note there were Franklin Rocks outside her studio and outside Outdoor New England that had positive sayings and it is this type of thing that should be talked about.

Pat Tucker, a substance abuse counselor in Tilton, stated she has worked with methadone clinics and the experience she has had with them is people don't get the treatment they need as they are given the methadone they need and they leave and don't get treatment they need. She hopes the clinic will be monitored well and they do what they are supposed to do. In her experience she hasn't seen a methadone clinic do the job very well.

Fire Chief LaChapelle introduced his friend Jack the young man that Councilor Dzujna read a social media post to the council last month. Jack was the chief's councilor that day and helped him through the bad week he had. He stated that Jack was here tonight as he helped save the life of a little girl who was choking by performing the Heimlich Maneuver and Chief LaChapelle wanted to recognize him. Jack aspires to be a state trooper or a fireman someday.

P & Z Director Lewis stated that item #3 the planning board had voted for a positive recommendation for the council to approve this. There will be a public hearing on October 11 for the master plan and all planning board and councilors have the plan and to send him any comments.

**Legislative Comments** – State Rep. Horn stated the filing period for bills is closed and he has few in there. If anyone has a good idea, please submit it to him as the senate's period for filing bills is still open. He went to Concord today and sat in the on the subcommittee for adequacy and how to fund it. It is clear that there is one member on the committee that will not budge and wants to hold the line and not give any more money for adequacy. The public needs to go to the meetings and see who is making the decisions. If the committee sees there is no public support addressing adequacy they will not support it. He stated he is committed to getting this addressed. When the state puts up 25% of what it takes to educate the average student that is not adequate. DOE stated the legislature changed the formula in 2010 to reflect a flat rate for each student and did away with the fiscal disparity of adequacy. Franklin will get \$4M less and that is real close to what Franklin was getting prior to the Claremont lawsuit in 1990's. The legislature is expecting municipalities to educate today based on the same amount of money they gave municipalities in the 1990's. The voters need to insist that the state and legislature are spending the money appropriating that the voters give them because there are numerous instances where the money is not being spent appropriately. The committee needs to see people there and the people need to see this one member and what he is saying. His stance is the elderly deserve the consideration in the state and will not give any more money to the children of the state so to protect the elderly.

Councilor Dzujna asked if there is a list and times of these meetings. State Rep. Horn stated to go to the state website there is a calendar that should have these meetings as it is public information.

**City Council Acknowledgements** – None.

**Mayor's Update** – Interim Mayor/Councilor Clarenbach mentioned that voting in Franklin will take place tomorrow from 8:00 am to 7:00 pm. Master Plan Hearing update will happen on October 11 at 7:00 pm.

**Agenda Item I.**

**City Council to consider the minutes of the August 22, 2017 City Council Special Workshop Meeting and the September 5, 2017 City Council Meeting.**

***Motion: Councilor Dzujna moved that the Franklin City consider the minutes of the August 22, 2017 City Council Special Workshop Meeting and the September 5, 2017 City Council Meeting. Motion seconded by Councilor Zink.***

Councilor Ribas stated he has a few typo corrections and he pointed those out.

***All in favor with those changes; motion passes.***

**Agenda Item II.**

**School Board Report**

Superintendent LeGallo thanked Councilor Giunta for putting him in touch with another energy company. Oct. 15-18 the visiting team will be in Franklin for accreditation. Things are going well working with Winnisquam. Student Achievement Data should be available in the next few months and will share once he has it. The drop out grant has been approved and they were able to bring back the last remaining teacher. He got word that their adequacy aid has gone down \$84K and he is hoping to come up with creative ways to deal with that and he will freeze the budget.

Councilor Moquin asked about the change in standardized testing. Superintendent LeGallo mentioned the state put out an RFP and the vendor they are using now didn't respond so they chose another vendor and it will be fairly similar. He will get more information for them.

**Agenda Item III.**

**City Council to consider building permit application for property on a private road (Riverview Dr.)**

**Motion:** *Councilor Desrochers moved that the Franklin City Council approve the issuance of a building permit for Marc and Darlene Chauvette for parcel 115-024-00, located on Riverview Drive, and authorize the interim city manager to execute the Agreement and Notice of Release from Municipal Responsibility and Liability between the City of Franklin and the owners. Motion seconded by Councilor Giunta.*

*All in favor; motion passes.*

**Agenda Item IV.**

City Council to consider setting a public hearing on Resolution #06-18, a Resolution authorizing the City Finance Director to complete and sign a State of NH Drinking Water State Revolving Fund final application.

**Motion:** *Councilor Dzujna moved that the Franklin City Council set a public hearing on Monday, November 6, 2017 at 6:00 pm in the City Council Chambers, Franklin City Hall to consider passage of Resolution #06-18. Motion seconded by Councilor Desrochers.*

*All in favor; motion passes.*

Interim Mayor/Councilor Clarenbach read Resolution #06-18:

A Resolution granting the City Finance Director the authority to file a Final Application for the State of New Hampshire, Drinking Water State Revolving Fund (DWSRF) Program and designating the City Finance Director as the City's authorized representative.

In the year of our Lord, Two Thousand Seventeen,

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

**WHEREAS**, the City of Franklin, New Hampshire after thorough consideration of the nature of its drinking water system needs, hereby determines that the construction of certain works, generally described as the "Pleasant Street Pressure Reducing Vault" is desirable and in the public interest, and to that end it is necessary to apply for assistance from the New Hampshire, Drinking Water State Revolving Fund (DWSRF) in an amount not to exceed \$250,000; and

**WHEREAS**, the City of Franklin, New Hampshire has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-Dw 1100, which relate to loans from the Drinking Water State Revolving Fund and deems it to be in the public interest to file a final loan application and to authorize other actions in connection therewith; and Now,

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

1. That the person holding the position of Finance Director currently held by Judie Milner is hereby designated as the Authorized Representative of the City of Franklin for the purpose of filing an application for a loan in accordance with New Hampshire Code of Administrative Rules Chapter Env-Dw 1100, furnishing such information, data and documents pertaining to the applicant for a loan as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application and if such loan can be made, is the designated Authorized Representative of the Applicant responsible for furnishing such information, data and documents pertaining to disbursements for the loan.
2. That if such loan be made, the City of Franklin agrees to repay the loan as stipulated in the loan agreement.
3. That certified copies of this resolution be included as part of the application to be submitted for a loan.
4. That persons holding the following position(s) at the time of loan execution are authorized to sign the loan agreement binding the City of Franklin to the terms and conditions of the loan: Primary signatory being Judie Milner, Finance Director and in the event of her absence, Brian Sullivan, Municipal Services Director.

**That if such loan be made, the City of Franklin agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.**

**By a roll call vote.**

**Agenda Item V.**

**City Council to extend the oath of office deadline from the notice of election letter from October 3, 2017 City Election.**

***Motion: Councilor Desrochers moved that the Franklin City Council extends the date with the City Clerk for the oath of office to be taken from the deadline of October 20, 2017 to the January 2018 inaugural ceremony. Motion seconded by Councilor Dzujna.***

Councilor Ribas asked if they should consider changing the charter so they don't have to do this each year. Interim Mayor/Councilor Clarenbach stated that changing the charter is a heavy lift. Councilor Ribas stated he understood that and maybe for the next time they are in the charter this could be changed.

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

**Agenda Item VI.**

**Fire Chief LaChapelle to give an update on Code Enforcement/Fire Inspections.**



Fire Chief LaChapelle passed out and talked about the tally sheet they have for inspection violations that is recent within the last two (2) months. These numbers as compared to community risk reduction is what the code enforcement division and I feel as to why the city hasn't had a fire in nine (9) months. The code enforcement division is focusing on the multi tenement buildings with the largest population first. Smoke detectors are the number one issue, around the state as well, as they are nuisance in apartment to the renters.

Councilor Dzujna stated there are several items on the list like combustible items and does that have anything to do with the renter or does it have to do with the building owner. Chief LaChapelle stated it is complex but it is with the owner. They have changed the way they do things and inspections are required with the building owner or agent onsite for the inspection.

Councilor Moquin asked what is the follow up process after someone has a violation. Fire Chief LaChapelle stated they use voluntary compliance and that has worked very well but it depends on the violation. The follow up is usually a re-inspection. Councilor Dzujna asked if there is a charge for revisits and Fire Chief LaChapelle stated no but he is looking to revisit that with the new city manager.

Fire Chief LaChapelle stated he is constantly being asked about the city's opioids numbers. In Franklin since January 2017 they have administered 123mgs of narcan to 34 patients and 2 resulted in deaths compared to 2015 where there were 7 deaths. They have responded to 62 incidents of overdose or poisoning. The total protocol only allows up to 10mg of narcan to be administered. A call can be made to the hospital to change the protocol and some patients do receive 16-18mgs of narcan per visit. The governor's subcommittee of opioids task force stated the effect of street use narcan by people on the scene or family members is the reason deaths are down. In Manchester they have had 110 deaths since January and we are all seeing copious amounts of narcan being used in the street by friends.

#### **Agenda Item VII.**

**City Council to consider setting a public hearing on Resolution #08-18 that appropriates \$182,774 in new revenue associated with \$7,244,310 new assessed value resulting from pick-ups from utilities.**

***Motion: Councilor Dzujna move the Franklin City Council set a public hearing for Monday, November 6, 2017, at 6:00 pm regarding Resolution #08-18 appropriating \$182,774 in new revenue associated with \$7,244,310 new assessed value resulting from pickups from utilities. Motion seconded by Councilor Desrochers.***

Councilor Zink stated the way the resolution reads it applies funds to expense accounts and she feels the money should be applied evenly with the school and if these funds not be applied to the expense accounts as the council hasn't discussed those changes. If the money can be put in the capital reserve so the council can decide where the money goes. She stated she is fine with giving the county their portion first and then split the remaining with the school.

Interim Mayor/Councilor Clarenbach stated there are extra funds from the pick-ups from Eversource. The way the resolution is written it may be premature to put the funds into these accounts. They can change this resolution at any time after the public hearing.

Acting City Manager/Finance Director Milner gave some background as to the pickups. She also stated last year the philosophy was to put it into revenues they knew they weren't getting so the council decided to put it into capital reserve. During the budget process she recommended to the city manager to split the pickup with the school so they start out higher with the tax rate for the following year. She is making that same recommendation this year but she also had other items to address. The county portion is always a guess and this year it was a bit short based on changes for both the county and city so she is recommending that right off the top. Based on the 2014 pay classification study the city has been slowly implementing and the fire fighter and sergeant positions are the next to be addressed as there is beginning to be a problem with gaining and retaining employees. In the numbers they were brought up to ½ of what the study says and that left remaining \$102K, which is more than half the money, to put into capital reserve for the school like last year and they will start out higher. Acting City Manager/Finance Director Milner stated she was trying to address problems coming down the road.

Interim Mayor/Councilor Clarenbach asked if there is any interest in changing the resolution other than changing the account to the school account. The change would be on the last line to say school buildings acct.

Councilor Desrochers stated that we either pay it now or later. Councilor Dzujna stated this is also about retention and is a good idea.

Councilor Zink stated for that \$54,886 she would love a plan and put the money into one account to decide how to spend rather than putting money in a bunch of different accounts.

Councilor Wells stated he feels the public should have input on this and the council can make a decision once they hear from the public. Interim Mayor/Councilor Clarenbach stated they can change the resolution after the public hearing as he feels Councilor Zink's reasoning is valid as there was a nonpublic on something like this so it should probably have more discussion. He asked if everyone was in agreement in changing the last line from buildings acct to school buildings acct.

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

Interim Mayor/Councilor Clarenbach read Resolution #08-18:

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

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

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

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the dollar amount of new assessment pick ups is very conservatively estimated during the budget process when calculating the new amount of tax revenue to be split between the City, School District, Statewide Education and County, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire recognizes the actual assessed pick ups are \$7,244,310 higher than originally estimated due to increases in utility values that were not known at the time of the original budget passage, and;

**WHEREAS**, The City Council of Franklin, New Hampshire recognizes there are pay inequities in several of the fire and police positions, several critical capital projects in need of completion, and the county taxes were assessed higher than estimated and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to appropriate the revenue from the additional pick ups to address the above priorities, **Now**,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, November 6, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 08-18 authorizing an increase in FY2018 revenues:

Property Tax Revenue Acct. No. 01-0-000-31100-000 – One Hundred Eighty Two Thousand Seven Hundred Seventy Four Dollars (\$182,774),

And an increase in FY2018 expenditure accounts,

Transfer to County Acct. No. 01-0-000-40978-000 – Twenty Five Thousand Five Hundred Fifty Seven Dollars (\$25,557),

Wages – Suppression Acct. No. 01-2-202-40110-000 – Twenty Six Thousand Three Hundred Ninety Five Dollars (\$26,395),

Medicare – Suppression Acct. No. 01-2-202-40225-000 – Three Hundred Eighty Three Dollars (\$383),

New Hampshire Retirement – Suppression Acct. No. 01-2-202-40230-000 – Eight Thousand Four Hundred Seventeen Dollars (\$8,417)

Worker's Compensation – Suppression Acct. No. 01-2-202-40260-000 – Nine Hundred Twenty Four Dollars (\$924),

Disability – Suppression Acct. No. 01-2-202-40215-000 – Two Hundred Five Dollars (\$205),

Wages – Patrol Acct. No. 01-2-103-40110-000 – Thirteen Thousand Eight Hundred Twenty Nine Dollars (\$13,829),

Medicare – Patrol Acct. No. 01-2-103-40225-000 – Two Hundred One Dollars (\$201),

New Hampshire Retirement – Patrol Acct. No. 01-2-103-40230-000 – Four Thousand Seventy Dollars (\$4,070)

Worker's Compensation – Patrol Acct. No. 01-2-103-40260-000 – Four Hundred Sixty Two Dollars (\$462),

Disability – Patrol Acct. No. 01-2-103-40215-000 – One Hundred Seven Dollars (\$107),

Transfer to Capital Reserve Fund – School Buildings Acct. No. 01-9-053-40976-000 – One Hundred Two Thousand Two Hundred Twenty Four Dollars (\$102,224),

**By a roll call vote.**

**Agenda Item VIII.**

**Other Business**

1. **Committee Reports** – Councilor Zink stated the regional committee with Sanbornton and Tilton/Northfield will meet on October 30 at 5:30 pm at the Tilton Town Hall downstairs.

2. **City Council Appointments**

**Lakes Region Planning Commission**

***Motion: Councilor Desrochers moved that the Franklin City Council reappoint Tony Giunta to the Lakes Region Planning Commission (LRPC). Motion seconded by Councilor Ribas.***

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

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

Acting City Manager/Finance Director Milner stated the contingent grant line had activity of \$500 from Mango Security for field renovations, \$500 from Watts for field renovations, \$500 from Benson's Auto for field renovations and \$1,500 from Crimeline for the Police Department.

The state is performing an upgrade to the motor vehicle registration system so from October 6 through October 10 the clerks statewide will not be able to process any vehicle registrations.

If you recall former City Manager Dragon talked about a conversion to Avitar's assessing system last spring and the conversion is going well but they did ask for and receive an extension from Department of Revenue Administration through October 27, 2017. The city will be making changes in their revenue submission to DRA as a result of Resolution #08-18, otherwise all other reporting is in from the City and the school district is in the process of getting their reporting in and then they should be ready to set the tax rate in early November.

City Election is October 3 and per the City Charter there needs to be a meeting to canvas the votes. The earliest is Friday, October 6 after 5:00 pm and the latest is Tuesday, October 10. The council decided to hold the meeting on Friday, October 6 at 6:00 pm.

Resolution #07-18 is a late item but it is EDA funding for the white water park. We received \$85K but it was pending the federal budget passing for 2018. Acting City Manager/Finance Director Milner received a phone call from the agency asking if we could receive some 2017 money, as they had projects that finished under budget, so EDA is able to give us \$64,935 leaving about \$20,065 left for 2018 pending the passage of the fiscal 2018 federal budget. For the city it falls within our 2018 budget cycle.

Councilor Dzujna stated this is the time when being a city is helpful as grant money becomes available we can get it and not have to wait.

***Motion: Councilor Ribas moved that the Franklin City Council set a public hearing for November 6, 2017 at 6:00pm regarding Resolution #07-18 appropriating \$129,870 in federal FY2017 grant and matching revenues for the engineering, permitting and survey work associated with the proposed white water park. Motion seconded by Councilor Dzujna.***

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

Interim Mayor/Councilor Clarenbach read Resolution #07-18:

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

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

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

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands the City sought and received a highly competitive federal grant from the Economic Development Agency (EDA) for the purposes of preliminary engineering, surveying, permitting, and final design of the proposed Mill City Park white water park on the Winnepesaukee River in downtown Franklin, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the EDA grant requires a 100% match which is funded by the Perma City Life, Mill City Park, and in kind services donated to the white water park project, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to appropriate this grant and required match, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on November 6, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #07-18 accepting the federal Economic Development Agency grant in the amount of \$64,935 with \$64,935 in matching funds from Perma City Life, Mill City Park & in kind donations, authorizing the Acting City Manager to execute all necessary paperwork and authorizing an increase in FY2018 revenues:

Federal Grant Revenue- White Water Park Acct. No. 01-9-014-33110-437 – Sixty Four Thousand Nine Hundred Thirty Five Dollars (\$64,935),

Donations – White Water Park Acct. No. 01-0-000-35085-437 - Sixty Four Thousand nine hundred Thirty Five Dollars (\$64,935),

**And an increase in FY2018 expenditure accounts,**

Economic Development – White Water Park Acct. No. 01-6-511-40335-437 – One Hundred Twenty Nine Thousand Eight Hundred Seventy Dollars (\$129,870),

**By a roll call vote.**

Acting City Manager/Finance Director Milner feels it would be a good time for Marty Parichand to come in to update the council on this as well.

Acting City Manager/Finance Director Milner stated there needs to be a legislative meeting to clean up a few more items. Councilor Giunta will give some dates to hold that meeting.

City policy states the city manager distributes the next calendar year meeting items and agenda due dates in December of the preceding year and was looking for direction on how they want to proceed this year. The January 2018 city council meeting is on a holiday so the meeting needs to be changed and typically the council has moved the meeting to either the next day, Tuesday which is the 2<sup>nd</sup> or the following Monday which is the 8<sup>th</sup>.

***Motion: Councilor Desrochers moved that the January 2018 City Council Meeting be on January 8, 2018 at 6:00 pm. Motion seconded by Councilor Dzujna.***

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

Northern Pass had a meeting last week and Former City Manager Dragon did go and confirm her testimony from earlier. Former City Manager Dragon does need a vote from the council to continue to represent the City of Franklin at these meetings per SEC's request and Interim Mayor Clarenbach and Acting City Manager/Finance Director Milner need to be put on as secondary's. Councilor Dzujna asked if there was a timetable. Acting City Manager/Finance Director Milner stated she believes they have everything they need but they can always come back to ask a question.

***Motion: Councilor Ribas moved that Former Manager Dragon be the primary and Interim Mayor Clarenbach and Manager Milner be named as secondary's to this process and the city clerk will draft a letter. Motion seconded by Councilor Dzujna.***

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

Councilor Giunta asked if Interim Mayor/Councilor Clarenbach could send a letter to the Mayor and Council of Keene and thank them for allowing Former City Manager Dragon to do this for the City of Franklin.

The brochure for city manager recruitment process has been updated to remove the redundancies and November 10 is the final date to submit. November 17 will be date the recruiter will get back to the council with the 1<sup>st</sup> 15 candidates that need to be narrowed down. Councilor Zink stated that takes us to Thanksgiving week. Acting City Manager/Finance Director Milner will get the council the dates of when the recruiter can come back to meet the council.

Acting City Manager/Finance Director Milner stated she will be out from Oct 5 through Oct 11 and Fire Chief LaChapelle will be in charge during her absence.

Avitar sent a letter to remind the city that solar is now taxable and will include the solar number next year. Solar is typically assessed at \$600-\$700 a panel but the city can opt out of that. Councilor Dzujna asked how many panels on a typical house. Acting City Manager/Finance Director Milner stated a typical house has 36. Councilor Giunta stated that whether or not we will support solar or not he felt that the payout to a homeowner is usually 10+ years out and this will just continue to kill that market. He asked Acting City Manager/Finance Director Milner to look into the paperwork to exempt this. Interim Mayor/Councilor Clarenbach stated the council will need more information like number of people affected and the dollars associated with that. Councilor Ribas asked if a quarter can be assessed vs the entire amount or an exemption of a certain amount of panels. Interim Mayor/Councilor Clarenbach stated it is usually all or nothing. Councilor Zink asked if this should go to the legislative committee before the council. Interim Mayor/Councilor Clarenbach stated not really as it will affect the budget. Councilor Wells stated he believed this is enabling legislation. Interim Mayor/Councilor Clarenbach stated it is but it is sun setting now. Councilor Desrochers stated they need more information like how does it affect someone's taxes, what is the amount. Interim Mayor/Councilor Clarenbach stated we need to understand the people, how much it will cost and try to understand the long term consequences. Acting City Manager/Finance Director Milner stated she will get the information and bring this back for November or December's meeting.

***Motion: Councilor Zink moved that the Franklin City Council schedule a public hearing on Resolution #09-18 on Monday, November 6, 2017 at 6:00 pm in Council Chambers, Franklin City Hall regarding accepting the Law Enforcement Opioid Abuse Reduction Initiative grant approving the Memorandum of Agreement with delineated agencies and appropriating Franklin's portion of the grant in the amount of \$1,584.25. Motion seconded by Councilor Desrochers.***

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

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

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

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

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

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands the Police Department sought and received a 100% federal non matching grant from the State of New Hampshire called the Law Enforcement Opioid Abuse Reduction Initiative Grant totaling \$12,674.00 for the purpose of investigating and apprehending individuals or organizations involved in opioid related drug use and trafficking, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the grant requirements will be fulfilled in a joint effort by Franklin, Hill, Andover, Alexandria, Danbury, Northfield, Bristol and Tilton police departments and that each department will bill and receive grant funds directly according the grant memorandum of agreement, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that Franklin police department is expected to receive approximately 1/8 of the grant funding totaling \$1,584.25 and wishes to appropriate this funding, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, November 6, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 09-18 accepting the Law Enforcement Opioid Abuse Reduction Initiative grant from the Office of Highway Safety in the amount of \$12,674.00, approving the memorandum of agreement with the agencies listed above, authorizing the Acting City Manager to execute all necessary paperwork and authorizing an increase in FY2018 revenues:

Grant Revenue - Police Acct. No. 01-2-103-33111-000 – One Thousand Five Hundred Eighty-four Dollars and Twenty-five Cents (\$1,584.25),

And an increase in FY2018 expenditure accounts,



Overtime Wages – Investigations Acct. No. 01-2-102-40140-000 – One Thousand Two Hundred Ten Dollars and Twenty-five Cents (\$1,210.25),

Medicare – Investigations Acct. No. 01-2-102-40225-000 – eighteen Dollars (\$18),

New Hampshire Retirement Acct. No. 01-2-102-40230-000 – Three Hundred Fifty Six Dollars (\$356)

**By a roll call vote.**

Interim Mayor/Councilor Clarenbach stated Councilor Dzujna received a letter from the County Commissioner for Indigenous People's Day. It stated for the council to see if they want to take Columbus Day and add Indigenous People's Day to that or in place of that. Councilor Dzujna stated Durham looked at their Native American population so Franklin would have to do that same and include that in the letter that would be sent to the state. Interim Mayor/Councilor Clarenbach stated they can do a letter of support for next year since Columbus Day is next week.

Councilor Zink asked if she can hear more about the Methadone Clinic as she is getting a lot of calls. Interim Mayor/Councilor Clarenbach stated he spoke to P&Z Director Lewis last week and it is a legitimate use for the zone where it is located and a building permit has been filed and it is following the normal process. This business is paid by DHHS so there is not much the city can do. P&Z Director Lewis stated this is an allowed use in the B1 zone and only needed a fit up for the space in the east end of the plaza. Councilor Zink asked what the proposed operation date is. P&Z Director stated they are looking at the 1<sup>st</sup> of the year. Councilor Wells stated that getting into Service Credit Union is difficult and can we think of moving the traffic to the light to get into Service Credit Union. P&Z Director Lewis stated Service Credit Union went through the planning board, engineering and MSD. He can have a conversation with the owner of the plaza but can't do a site plan change.

***Motion to adjourn made by Councilor Giunta and seconded by Councilor Desrochers. All in favor; meeting adjourned at 7:43 p.m.***

Respectfully Submitted,

Lauraine G. Paquin

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



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

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*City Council Meeting of November, 2017*

**Subject: School Board Report**

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

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



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

November 6, 2017

**From:** Brian J. Sullivan, Municipal Services Director

**Subject:** The Franklin City to consider passage of Resolution #06-18. A resolution relating to funding the "Pleasant Street Pressure Reducing Vault Project" borrowing from the State of New Hampshire, Drinking Water State Revolving Fund".

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### Recommended Motion:

1. Councilor moves: I" move that the Franklin City Council approve Resolution #06-18 by roll call vote".
2. Mayor asks for a second, discussion, and roll call vote.

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### Discussion:

In the Fiscal Year 2018 Water Department Budget, the Franklin City Council approved funding the principal and interest in order to borrow \$250,000 from the New Hampshire Department of Environmental Services (NHDES), Drinking Water State Revolving Fund (DWSRF) program. Subsequent to this appropriation, I filed and received funding for the City under the DWSRF grant / loan program in order to move forward with the "Pleasant Street Pressure Reducing Vault Project." Typically the forgiveness (grant) portion of the program ranges from 20% to 30%. As we did for the "Cross Street Water Tank Rehabilitation Project" we have budgeted for a 10 year loan term at an excellent interest rate of 1.5%.

City Council passage of Resolution #06-18 is the first step required in order to secure funding and move forward with the final application and preparation of documents in order that Governor and Council can formally proceed towards authorization of the project funding.

The current "Pleasant Street Pressure Reducing Vault" lowers pressure from the one million gallon water tank located on Pleasant Street. This is necessary so that over pressurization of the water distribution system does not occur. It is a critical piece of infrastructure which was constructed in 1972. Its condition, depth and antiquated valve configuration make it prone to failure. Replacement is long overdue.

The replacement of this vault involves moving its location; raising the floor elevation from a 12 foot depth to approximately six feet. New valves will be installed and the elimination of the manhole structure housing the present equipment with replacement of a 15 foot by 20 foot concrete building. This will further minimize the current confined space issue thus significantly improving access and egress for City Staff.

**Concurrences:**

The replacement of this vault has been identified in the Water Department "Capital Efficiency Plan" as well as, the "City of Franklin, Capital Improvements Plan." Its configuration was recognized by NHDES in our past "Sanitary Surveys." Because of it's depth it is prone to flooding and has the potential of effecting water quality. The City Council acknowledged the need for this project by appropriating funds in the Fiscal Year 2018 Water Department Budget.

**Fiscal Impact:**

As indicated there is consensus for the project. As in the past, I have evaluated various funding sources which have the least impact on the Ratepayer. In order to accomplish this, the best alternative is to take advantage on the NHDES / DWSRF program. A ten year loan at an interest rate of 1.5% is a very good deal for the City. This is especially the case when there is principle loan forgiveness involved. Now is the time to undertake this project while interest rate are low, the bid climate is very competitive and project funding has been approved by NHDES.

**Alternatives:**

Not approving Resolution #06-18 will result in project delays; affect our ability to take advantage of our approved NHDES /DWSRF loan; prolong the need to replace this critical piece of Water Distribution Infrastructure and will result in a greater expense to the Ratepayer as construction costs will inevitably increase. Passage of this Resolution by the City Council is strongly recommended.

**Enclosures:**

- > NHDES Award Letter
- > Resolution #06-18



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Robert R. Scott, Commissioner**



August 22, 2017

Brian Sullivan

City of Franklin  
43 W Bow Street  
Franklin, NH 03235

Subject: Drinking Water State Revolving Loan Fund (DWSRF) Pre-Applications  
FY 2017 Project Priority List  
Franklin Water Works; PWS#0851010

Dear Mr. Sullivan:

The purpose of this letter is to inform you that the FY 2017 DWSRF Project Priority List has been finalized and that DWSRF funding is available for the following project:

<u>Public Water System</u>	<u>Project Description</u>	<u>Project Amount</u>
Franklin Water Works	Pressure Reducing Vault	\$250,000

The next step to move forward with project funding is to submit a final application. The documents are listed on the enclosed checklist and available on line at <http://des.nh.gov/organization/divisions/water/dwgb/capacity/dwsrf.htm>

Funding for this project is available until June 30, 2018. However, we encourage you to move forward at this time to seek the authority to borrow. The current charge rates have been enclosed. Please be advised that these rates are subject to change. From this point forward any non-construction work completed after the date of the public hearing (8/3/17) is eligible for reimbursement.

Save the date: On Monday November 20, 2017, the DWSRF will be hosting a State Revolving Fund workshop. Please see the attached flyer for additional information.

We ask that you keep us informed of progress made toward seeking the authority to borrow. Should your project not move forward, please contact us as soon as possible. If you have any questions, please contact me at 271-7017 or at [johnna.mckenna@des.nh.gov](mailto:johnna.mckenna@des.nh.gov).

Sincerely,

Johnna McKenna  
Drinking Water and Groundwater Bureau

cc: [Janet Levy](#), P.E.

Attachments: Final Application Checklist, SRF Workshop-Save the Date and Charge Rates



# **CHARGE RATES**

## **For**

### **Drinking Water State Revolving Fund (DWSRF) Loans**

<i><b>Term of Loan</b></i>	<i><b>Charge Rate Effective 8/3/2017</b></i>
<b>5 Years</b>	<b>0.7575%</b>
<b>10 Years</b>	<b>1.515%</b>
<b>15 Years</b>	<b>2.2725%</b>
<b>20 Years</b>	<b>2.424%</b>
<b>30 Years*</b>	<b>2.424%</b>

11-Bond GO Index for July 28, 2017 is 3.03

\*Available to disadvantaged communities only

**Source: NH Department of Environmental Services, July 2017**  
**Per Env-Dw 1106.03(b)**





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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #06-18**

**A Resolution granting the City Finance Director the authority to file a Final Application for the State of New Hampshire, Drinking Water State Revolving Fund (DWSRF) Program and designating the City Finance Director as the City's authorized representative.**

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

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

**WHEREAS**, the City of Franklin, New Hampshire after thorough consideration of the nature of its drinking water system needs, hereby determines that the construction of certain works, generally described as the "Pleasant Street Pressure Reducing Vault" is desirable and in the public interest, and to that end it is necessary to apply for assistance from the New Hampshire, Drinking Water State Revolving Fund (DWSRF) in an amount not to exceed \$250,000; and

**WHEREAS**, the City of Franklin, New Hampshire has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-Dw 1100, which relate to loans from the Drinking Water State Revolving Fund and deems it to be in the public interest to file a final loan application and to authorize other actions in connection therewith; and Now,

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

1. That the person holding the position of Finance Director currently held by Judie Milner is hereby designated as the Authorized Representative of the City of Franklin for the purpose of filing an application for a loan in accordance with New Hampshire Code of Administrative Rules Chapter Env-Dw 1100, furnishing such information, data and documents pertaining to the applicant for a loan as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application and if such loan can be made, is the designated Authorized Representative of the Applicant responsible for furnishing such information, data and documents pertaining to disbursements for the loan.
2. That if such loan be made, the City of Franklin agrees to repay the loan as stipulated in the loan agreement.
3. That certified copies of this resolution be included as part of the application to be submitted for a loan.
4. That persons holding the following position(s) at the time of loan execution are authorized to sign the loan agreement binding the City of Franklin to the terms and conditions of the loan:

Primary signatory being Judie Milner, Finance Director and in the event of her absence, Brian Sullivan, Municipal Services Director.

That if such loan be made, the City of Franklin agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

By a roll call vote.

**Roll Call:**

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

Approved: \_\_\_\_\_  
Interim Mayor

Passed: \_\_\_\_\_

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

A true copy, attested: \_\_\_\_\_  
City Clerk

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

**CITY 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, November 6, 2017 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #06-18, authorizing City Finance Director to complete and sign a State of NH Drinking Water Revolving Fund final application.**

**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**  
September 28, 2017

**From:** Judie Milner, Finance Director/Acting City Manager

**Subject:** Supplemental Appropriation of Federal Grant from the Economic Development Agency for the Mill City Park White Water Park

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**Recommendation:**

I recommend the Council adopts resolution 07-18 appropriating the federal FY2017 portion of the grant revenue from the Economic Development Agency and matching donations from PermaCity Life (PCL), Mill City Park (MCP) and in kind donations of services for the engineering, permitting and survey work for the proposed white water park.

**Suggested Motions:**

**October 2, 2017**

Councilor moves, "I move the City of Franklin City Council set a public hearing for November, 6, 2017, at 6pm regarding resolution 07-18 appropriating \$129,870 in federal FY2017 grant and matching revenues for the engineering, permitting and survey work associated with the proposed white water park."

**November 6, 2017**

Councilor moves, "I move the City of Franklin City Council adopt Resolution 07-18 appropriating \$129,870 in federal FY2017 grant and matching revenues for the engineering, permitting and survey work associated with the proposed white water park."

**Discussion:**

You may recall in recent meetings former City Manager Dragon talking about the EDA grant submitted by Neil Cannon, the City's downtown coordinator, for the engineering, permitting, and survey work pertaining to the white water park and the City receiving the grant contingent upon the passage of the federal FY2018 budget. The total grant is \$85,000 matched by funding from PCL & MCP as well as in kind services from vendors outside of the City staff. As we all know, the federal fiscal year 2018 budget is a heated debate and highly volatile so the funding for this grant is not available.

Last week, I received a phone call from Alan Brigham, Economic Development Representative for the US Chamber of Commerce, stating that (2) projects funded under

federal fiscal year 2017 budget had finished up under budget. He further stated that he would like to offer the remaining unspent funds, totaling \$64,935, for those projects to Franklin. The \$64,935 is appropriated and available in the federal budget now. The remaining \$20,065 of the \$85,000 grant will still be contingent upon the passage of the federal fiscal year 2018 budget. We will appropriate the remaining funds when they become available.

**Attachments/Exhibits:**

Resolution 07-18



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #07-18**

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

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

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

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands the City sought and received a highly competitive federal grant from the Economic Development Agency (EDA) for the purposes of preliminary engineering, surveying, permitting, and final design of the proposed Mill City Park white water park on the Winnepesaukee River in downtown Franklin, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the EDA grant requires a 100% match which is funded by the Perma City Life, Mill City Park, and in kind services donated to the white water park project, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to appropriate this grant and required match, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on November 6, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #07-18 accepting the federal Economic Development Agency grant in the amount of \$64,935 with \$64,935 in matching funds from Perma City Life, Mill City Park & in kind donations, authorizing the Acting City Manager to execute all necessary paperwork and authorizing an **increase in FY2018 revenues**:

Federal Grant Revenue- White Water Park Acct. No. 01-9-014-33110-437 – Sixty Four Thousand Nine Hundred Thirty Five Dollars (\$64,935),

Donations – White Water Park Acct. No. 01-0-000-35085-437 - Sixty Four Thousand nine hundred Thirty Five Dollars (\$64,935),

**And an increase in FY2018 expenditure accounts,**

Economic Development – White Water Park Acct. No. 01-6-511-40335-437 – One Hundred Twenty Nine Thousand Eight Hundred Seventy Dollars (\$129,870),

**By a roll call vote.**

**Roll Call:**

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

**Approved:** \_\_\_\_\_  
Interim Mayor

**Passed:** \_\_\_\_\_

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

**A true copy, attested:** \_\_\_\_\_  
City Clerk

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



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

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, November 6, 2017 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #07-18, appropriating \$129,870 of federal FY2017 grant and matching revenues for the engineering, permitting and survey work associated with the proposed white water park.**

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

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

**CITY COUNCIL MEETING**  
**AGENDA ITEM V**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**  
September 26, 2017

**From:** Judie Milner, Finance Director/Acting City Manager

**Subject:** Supplemental Appropriation for Additional Value of Pick Ups over Estimated Value

---

**Recommendation:**

I recommend the Council adopt Resolution #08-18 appropriating the new tax revenue associated with the difference between the actual assessed pickups and estimated assessed pickups used in the current budget process.

**Suggested Motions:**

**October 2, 2017**

Councilor moves, "I move the Franklin City Council set a public hearing for Monday, November 6, 2017, at 6:00 pm regarding Resolution #08-18 appropriating \$182,774 in new revenue associated with \$7,244,310 new assessed value resulting from pickups from utilities."

**November 6, 2017**

Councilor moves, "I move the Franklin City Council adopt Resolution #08-18 appropriating \$182,774 in new revenue associated with \$7,244,310 new assessed value resulting from pickups from utilities."

**Discussion:**

When calculating new tax revenue during the budget process under section C 32 of the City Charter, pickups for new construction or new assessed value added is estimated conservatively. Actual pickups are known after the budget process when the MS-1 is finalized and submitted to the Department of Revenue Administration. Historically, the City estimates close to the actual pickups but always a little under. This year (FY18) we knew that the City was picking up additional utility value in several areas but the assessing office was not ready to give a definite number prior to the adoption of the FY18 budget. As a result, the City conservatively used \$14,965,390 in new assessed value when calculating new tax revenue to split, after adjusting for changes in State Education and County, between the Municipal and School budgets. The actual number for new revenue is \$22,209,700 or \$7,244,310 (\$22,209,700-\$14,965,390) higher new assessed value than estimated. This new value would generate another \$182,774 in new tax revenue. Given the

City's current budget challenges, this is a significant amount. If appropriated before setting the 2017 tax rate, this will also start the City off in a better position when calculating next year's (FY19) tax cap calculation which will help with the known challenges for next year's budget as well. It is important to note that this additional utility pick up has nothing to do with the Northern Pass project. It is a result of valuating utilities where they should be as the utilities were undervalued previously. This came up as a result of the City's conversion to Avitar assessing program and assessors.

If appropriated, this new revenue could assist with a couple of challenges in the City budget: 1) actual County taxes coming in higher than estimated 2) pay inequities and resulting morale issues in certain fire and police positions and 3) capital funding. The city's proportionate share of County taxes as prepared by the Department of Revenue Administration came in \$25,557 higher than estimated. This has to do with a combination of property value shifts throughout the towns and cities in Merrimack County. The City has been systematically trying to address the pay inequities of employees since the results of the pay & classification study in 2014. The city could not afford to implement the entire study however has been strategically addressing key positions each year in order to avoid unnecessary turnover in personnel. This year I'd like to address firefighters, paramedics, fire captains and police sergeants. I'm recommending doing this within the current wage matrix by moving positions to new grades and adjusting grade 1018 by 5%. Grade 1018 currently holds the police sergeants and is recommended to hold the fire captain/paramedics as well. These adjustments fall about half way between the current pay scale and the recommended pay scale from the pay study. The final recommendation is moving the balance of new revenue to a capital reserve account.

I will recommend to the new manager (when preparing the FY2019 budget) to allocate this new revenue as it would have been allocated between the municipal budget and school district budget had it been included in the original FY2018 budget tax cap formula. Therefore, the school district would be receiving an additional \$63,971 for FY2019 before any CPIU or pickup adjustment in the FY2019 tax cap formula. This is the same strategy employed in the FY2018 budget for a similar appropriated pick up last fall.

#### **Alternatives:**

Do not appropriate the additional revenue and remain status quo for FY2017. This will also lower the starting tax revenue point of the FY2018 budget process as it will be based on FY2017 tax rate without the additional revenue.

#### **Attachments/Exhibits:**

Resolution #08-18

Original FY18 Adopted Budget Tax Cap Calculation

Revised Tax Cap Calculation

Recommended Wage Scale Adjustments

**City of Franklin, New Hampshire  
FY2018 Budget**

**Additional Revenues Calculation:**

Total Amount of Property Taxes Assessed in Previous Year's Budget  
(from DRA approved final tax rate + retained TIF)

National Consumer Price Index - Urban (Dec-Dec Average from  
Bureau of Labor Statistics)

Pick Ups for New Construction (As of April 1st estimated by city  
assessor)

Prior Year Tax Rate (approved by DRA) per \$1000 of assessed value

Original FY2018 Tax Cap Calc	Revised FY2018 Tax Cap Calc	Difference - Resolution 08- 18
13,489,226	13,489,226	
2.1%	2.1%	
283,274	283,274	
14,965,390	22,209,700	
25.23	25.23	
377,577	560,351	
660,851	843,624	182,774

**Additional Revenues Allowed to be Raised**

**City of Franklin, New Hampshire**  
**Proposed Wage Adjustment**  
**November 6, 2017**

<b>Position</b>	<b>Current Wage Range</b>	<b>Proposed Wage Range</b>	<b>2013 Wage Study Range</b>
Firefighter	16.05-21.06	16.70-21.92	18.94-23.93
Master Firefighter	16.70-21.92	17.62-23.12	19.52-25.61
Firefighter Paramedic	17.62-23.12	18.40-24.15	20.88-27.40
Master FF Paramedic	18.95-24.87	19.48-25.56	22.76-29.87
Fire Captain	19.92-26.15	20.50-26.90	24.81-32.56
Fire Captain Paramedic	20.50-26.90	22.10-28.99	24.81-32.56
Police Sargeants	21.04-27.61	22.10-28.99	24.81-32.56



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #08-18**

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

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

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

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the dollar amount of new assessment pick ups is very conservatively estimated during the budget process when calculating the new amount of tax revenue to be split between the City, School District, Statewide Education and County, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire recognizes the actual assessed pick ups are \$7,244,310 higher than originally estimated due to increases in utility values that were not known at the time of the original budget passage, and;

**WHEREAS**, The City Council of Franklin, New Hampshire recognizes there are pay inequities in several of the fire and police positions, several critical capital projects in need of completion, and the county taxes were assessed higher than estimated and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to appropriate the revenue from the additional pick ups to address the above priorities, **Now**,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, November 6, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 08-18 authorizing an increase in FY2018 revenues:

Property Tax Revenue Acct. No. 01-0-000-31100-000 – One Hundred Eighty Two Thousand Seven Hundred Seventy Four Dollars (\$182,774),

And an increase in FY2018 expenditure accounts,

Transfer to County Acct. No. 01-0-000-40978-000 – Twenty Five Thousand Five Hundred Fifty Seven Dollars (\$25,557),

Wages – Suppression Acct. No. 01-2-202-40110-000 – Twenty Six Thousand Three Hundred Ninety Five Dollars (\$26,395),

Medicare – Suppression Acct. No. 01-2-202-40225-000 – Three Hundred Eighty Three Dollars (\$383),

New Hampshire Retirement – Suppression Acct. No. 01-2-202-40230-000 – Eight Thousand Four Hundred Seventeen Dollars (\$8,417)

Worker’s Compensation – Suppression Acct. No. 01-2-202-40260-000 – Nine Hundred Twenty Four Dollars (\$924),

Disability – Suppression Acct. No. 01-2-202-40215-000 – Two Hundred Five Dollars (\$205),

Wages – Patrol Acct. No. 01-2-103-40110-000 – Thirteen Thousand Eight Hundred Twenty Nine Dollars (\$13,829),

Medicare – Patrol Acct. No. 01-2-103-40225-000 – Two Hundred One Dollars (\$201),

New Hampshire Retirement – Patrol Acct. No. 01-2-103-40230-000 – Four Thousand Seventy Dollars (\$4,070)

Worker’s Compensation – Patrol Acct. No. 01-2-103-40260-000 – Four Hundred Sixty Two Dollars (\$462),

Disability – Patrol Acct. No. 01-2-103-40215-000 – One Hundred Seven Dollars (\$107),

Transfer to Capital Reserve Fund – School Buildings Acct. No. 01-9-053-40976-000 – One Hundred Two Thousand Two Hundred Twenty Four Dollars (\$102,224),

**By a roll call vote.**

**Roll Call:**

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

**Approved:** \_\_\_\_\_  
**Interim Mayor**

**Passed:** \_\_\_\_\_

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

**A true copy, attested:** \_\_\_\_\_  
**City Clerk**

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



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

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, November 6, 2017 at 6:05 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #08-18, appropriating \$182,774 in new revenue associated with \$7,244,310 new assessed value resulting from pickups from utilities.**

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

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

**CITY COUNCIL MEETING**  
**AGENDA ITEM VI**



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

City Council Meeting 2 October 2017

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

**Subject:** City Council to consider the approval of Resolution # 09-18, increasing revenue and expenditure accounts based on the awarding of a grant from the State of New Hampshire for the Franklin Police Department in the amount of \$12,674.00.

### Recommended motions:

#### October 2, 2017

Councilor moves: *"I move that the Franklin City Council schedule a public hearing on Resolution #09-18, on Monday, November 6, 2017 at 6:00 pm in Council Chambers, Franklin City Hall regarding accepting the Law Enforcement Opioid Abuse Reduction Initiative grant in the amount of Twelve Thousand Six Hundred and Seventy-Four Dollars (\$12,674.00), approving the Memorandum of Agreement with delineated agencies and appropriating Franklin's portion of the grant in the amount of One Thousand Five Hundred Eighty-Four Dollars and Twenty-five Cents (\$1,584.25)."*

Mayor calls for a second, discussion and the vote.

#### November 6, 2017

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

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

### Discussion:

The Franklin Police Department has been awarded a grant from the New Hampshire Department of Safety, Division of State Police, for the purpose of investigating and apprehending individuals or organizations that are involved in opioid related drug use and trafficking in the amount of \$12,674.00.

**Fiscal Impact:**

The grant does not have a match. There is no monetary impact to the city of Franklin. The execution of the grant is expected to be split about 1/8 with the above listed jurisdictions. Participating agencies will bill the State and be reimbursed directly; therefore, only 1/8 of the grant is being appropriated in the City's budget inclusive of benefits.

**Alternatives:**

The City of Franklin declines to approve the grant from the New Hampshire Department of Safety, Division of State Police (Operation Granite Shield).

**Attachments:**

Grant Award  
Grant Agreement  
Memorandum of Agreement  
Resolution 09-18



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*"The Three Rivers City"*

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fax: (603) 934-7413

**RESOLUTION #09-18**

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

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

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

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands the Police Department sought and received a 100% federal non matching grant from the State of New Hampshire called the Law Enforcement Opioid Abuse Reduction Initiative Grant totaling \$12,674.00 for the purpose of investigating and apprehending individuals or organizations involved in opioid related drug use and trafficking, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the grant requirements will be fulfilled in a joint effort by Franklin, Hill, Andover, Alexandria, Danbury, Northfield, Bristol and Tilton police departments and that each department will bill and receive grant funds directly according the grant memorandum of agreement, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that Franklin police department is expected to receive approximately 1/8 of the grant funding totaling \$1,584.25 and wishes to appropriate this funding, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, November 6, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 09-18 accepting the Law Enforcement Opioid Abuse Reduction Initiative grant from the Office of Highway Safety in the amount of \$12,674.00, approving the memorandum of agreement with the agencies listed above, authorizing the Acting City Manager to execute all necessary paperwork and authorizing an increase in FY2018 revenues:

Grant Revenue - Police Acct. No. 01-2-103-33111-000 – One Thousand Five Hundred Eighty-four Dollars and Twenty-five Cents (\$1,584.25),

And an increase in FY2018 expenditure accounts,

Overtime Wages – Investigations Acct. No. 01-2-102-40140-000 – One Thousand Two Hundred Ten Dollars and Twenty-five Cents (\$1,210.25),

Medicare – Investigations Acct. No. 01-2-102-40225-000 – eighteen Dollars (\$18),

New Hampshire Retirement Acct. No. 01-2-102-40230-000 – Three Hundred Fifty Six Dollars (\$356)

By a roll call vote.

Roll Call:

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

Approved: \_\_\_\_\_  
Interim Mayor

Passed: \_\_\_\_\_

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

A true copy, attested: \_\_\_\_\_  
City Clerk

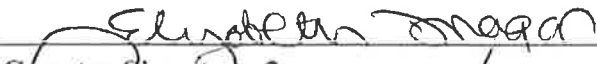

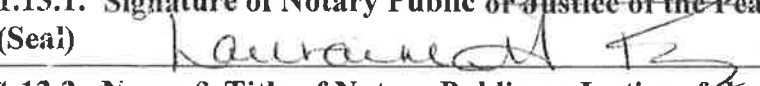
Date: \_\_\_\_\_

# GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

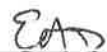
## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety Division of State Police		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> City of Franklin Police Department		<b>1.4. Grantee Address</b> 5 Hancock Terrace, Franklin, NH 03235	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> 6/30/2018	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$12,674.00
<b>1.9. Grant Officer for State Agency</b> Pamela Urban-Morin		<b>1.10. State Agency Telephone Number</b> (603) 271-7663	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Elizabeth Dragan, City Manager	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> DAVID B. GOLDSTEIN, CHIEF OF POLICE	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Merrimack, on 9/13/17, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Lauraine G. Paquin, Executive Secretary			
<b>1.14. State Agency Signature(s)</b>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>  By: _____ Assistant Attorney General, On: ____ / ____ / ____			
<b>1.17. Approval by Governor and Council</b>  By: _____ On: ____ / ____ / ____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:66, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials



9-13-17



Date

9-13-17

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, or documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriate funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damage the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligation hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or



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

## EXHIBIT A SCOPE OF SERVICES

1. The Department of Safety, Division of State Police (hereinafter referred to as “the State”) is awarding the City of Franklin Police Department (hereinafter referred to as “the Grantee”) \$12,674.00 for the purpose of investigating and apprehending individuals or organizations that are involved in opioid related drug use and trafficking.
2. “The Grantee” agrees that the project grant period ends June 30, 2018 and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted on form DSAD 69 must be submitted to the Department of Safety, Grants Management Unit, prior to June 30, 2018.
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee”, is responsible for the overall direction and assignment of all grant funded activities. Some activities may be assigned to the Town of Tilton Police Department, Town of Andover Police Department, Town of Northfield Police Department, Town of Alexandria Police Department, Town of Hill Police Department, Town of Danbury Police Department and/or the Town of Bristol Police Department (hereinafter referred to as “the Municipality”). When assigned grant funded activities by “the Grantee”, “the Municipality” is eligible for reimbursement directly from “the State” in accordance with the MOA(s) in Exhibit D, pending the submission of appropriate documentation, and approval from “the Grantee”.
5. The grant application as submitted by “the Grantee” is hereby fully incorporated into this grant agreement.

Grantee Initials

EAD

9-13-17

JRD

**EXHIBIT B**  
**GRANT AMOUNT AND METHOD OF PAYMENT**

1. Grant Amount: \$12,674.00
2. Payment Schedule
  - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to \$12,674.00
  - b. "The State" shall reimburse up to \$12,674.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e: copies of payroll documentation and proof of payment) submitted with form DSAD 69.
  - c. "The Grantee" is responsible for the overall direction and assignment of all 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) grant funded activities. When "the Municipality" is assigned grant funded activities by "the Grantee", "the State" will reimburse "the Municipality" directly upon receiving appropriate documentation of expended funds and approval from "the Grantee". Payments made directly to "the Municipality" will be considered payments made to "the Grantee" for the purposes of this grant agreement.

## EXHIBIT C

### SPECIAL PROVISIONS

1. Grant expenses must be incurred and paid prior to June 30, 2018. All grant reimbursement requests must be submitted prior to June 30, 2018 using form DSAD 69 to allow payment prior to June 30, 2018. Only expenses approved as outlined in Exhibit A and outlined in Saf-C 2904.02 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 2908 Administrative Requirements.
2. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 2909.01 Recordkeeping.
3. Grant Agreement Revision to Provision 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. ***The Grantee's liability herein shall not exceed the amount of \$1,000,000.*** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

Grantee Initials

EWAD

9-13-17

EWAD

## EXHIBIT D

### Memorandum of Agreement (MOA)

Grantee Initials

EAD

9-13-17

9/13/17

## **Memorandum of Agreement (MOA)**

The State of New Hampshire, Department of Safety (herein referred to as the “State”), the Town of Bristol Police Department (herein referred to as the “Municipality”), and the City of Franklin Police Department (herein referred to as the “Grantee”) agree to administer funding of the 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

The “Grantee”, as the grant award recipient, is responsible for the overall direction and assignment of all 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) grant funded activities. Some of these activities may be assigned to the “Municipality”. When the “Municipality” is assigned grant funded activities, the “Municipality” is eligible for reimbursement directly from the “State”, pending the submission of appropriate documentation, approval from the “Grantee”, and in accordance with the grant award requirements. This agreement may be modified by written mutual agreement of the parties. This agreement shall remain in effect until the grant period has expired.

The “Grantee” is responsible for:

- Coordination of activities as specified in RSA 21-P:66 and Saf-C 2900 and outlined in the application and grant award documentation;
- Reviewing and approving all reimbursement requests submitted by the “Municipality”;
- Submitting “Municipality” reimbursement requests to the “State”;
- Any costs related to activities that are not previously approved by the “State” or that exceed any previously approved amount.

The “Municipality” is responsible for:

- Participating in specified “Grantee” assigned activities as per the final grant agreement;
- Documenting specified “Grantee” assigned activities in accordance with the grant agreement using the attached Overtime form and appropriate back-up as specified in the Grant application and Saf-C 2908.01 on form DSAD 69;
- Submitting reimbursement requests supported by documentation to the “Grantee”;
- Any costs related to activities that are not previously approved by the “Grantee”, that exceed any previously approved amount, or that are deemed ineligible per the grant agreement.

The “State” is responsible for:

- Reimbursing the “Municipality” for “Grantee” approved grant related activities that are supported by proper documentation and approved by the “Grantee”;
- Ensuring that submitted reimbursements have been approved by the “Grantee”;
- Providing notification to the “Grantee” and “Municipality” of any documentation deficiencies and the steps necessary to resolve the issue.

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Alexandria Police Department (the "Municipality"), and the City of Franklin Police Department (the "Grantee") agree to administer funding of the 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

**Town of Alexandria Police Department**

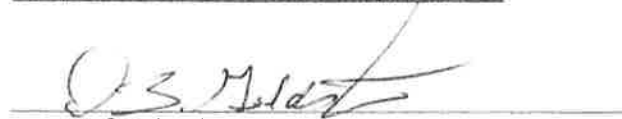
  
Donald Sullivan  
Police Chief

9/13/17  
Date

Email: apdnh@metrocst.net

Phone: 603-744-6651

**City of Franklin Police Department**

  
David Goldstein  
Police Chief

9-15-17  
Date

**New Hampshire Division of State Police**

\_\_\_\_\_  
Christopher Wagner  
Colonel

\_\_\_\_\_  
Date

**New Hampshire Department of Safety**


\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration

\_\_\_\_\_  
Date

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Bristol Police Department (the "Municipality"), and the City of Franklin Police Department (the "Grantee") agree to administer funding of the 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

**Town of Bristol Police Department**

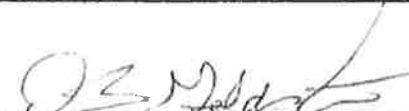
  
\_\_\_\_\_  
Michael Lewis    Christopher Benn  
Police Chief    Lieutenant

9-13-17  
Date

Email: kbean@townofbristolnh.org

Phone: 603-744-6320

**City of Franklin Police Department**

  
\_\_\_\_\_  
David Goldstein  
Police Chief

9-15-17  
Date

**New Hampshire Division of State Police**

\_\_\_\_\_  
Christopher Wagner  
Colonel

\_\_\_\_\_  
Date

**New Hampshire Department of Safety**

\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration

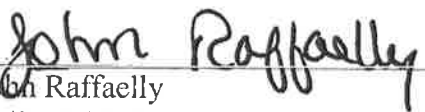
\_\_\_\_\_  
Date



Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Northfield Police Department (the "Municipality"), and the City of Franklin Police Department (the "Grantee") agree to administer funding of the 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

**Town of Northfield Police Department**

  
John Raffaelli  
Police Chief

9/13/17  
Date

Email: JRaffaelli@NorthfieldNH.org Phone: 998-8556

**City of Franklin Police Department**

  
David Goldstein  
Police Chief

9-15-17  
Date

**New Hampshire Division of State Police**

\_\_\_\_\_  
Christopher Wagner  
Colonel

\_\_\_\_\_  
Date

**New Hampshire Department of Safety**

\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration

\_\_\_\_\_  
Date

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Tilton Police Department (the "Municipality"), and the City of Franklin Police Department (the "Grantee") agree to administer funding of the 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

**Town of Tilton Police Department**

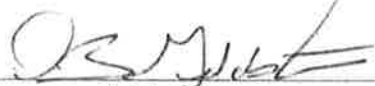
  
Robert Cormier  
Police Chief

9/13/17  
Date

Email: Chief@Tiltonpd.org

Phone: 603-286-2207 x 201

**City of Franklin Police Department**

  
David Goldstein  
Police Chief

9-15-17  
Date

**New Hampshire Division of State Police**

\_\_\_\_\_  
Christopher Wagner  
Colonel

\_\_\_\_\_  
Date

**New Hampshire Department of Safety**

\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration

\_\_\_\_\_  
Date

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Andover Police Department (the "Municipality"), and the City of Franklin Police Department (the "Grantee") agree to administer funding of the 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

**Town of Andover Police Department**

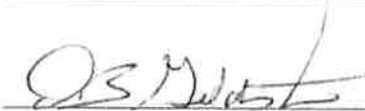
  
Glen Laramie  
Police Chief

09/13/2017  
Date

Email: glaramie@andover-nh.gov

Phone: 603-344-1007

**City of Franklin Police Department**

  
David Goldstein  
Police Chief

9-15-17  
Date

**New Hampshire Division of State Police**

\_\_\_\_\_  
Christopher Wagner  
Colonel

\_\_\_\_\_  
Date

**New Hampshire Department of Safety**

\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration

\_\_\_\_\_  
Date

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Hill Police Department (the "Municipality"), and the City of Franklin Police Department (the "Grantee") agree to administer funding of the 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

**Town of Hill Police Department**

Timothy F Stevens  
Timothy Stevens  
Police Chief

09/14/17  
Date

Email: hillpolicechief@gmail.com

Phone: 934-6437

**City of Franklin Police Department**

David Goldstein  
David Goldstein  
Police Chief

9-15-17  
Date

**New Hampshire Division of State Police**

\_\_\_\_\_  
Christopher Wagner  
Colonel

\_\_\_\_\_  
Date

**New Hampshire Department of Safety**

\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration

\_\_\_\_\_  
Date

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Danbury Police Department (the "Municipality"), and the City of Franklin Police Department (the "Grantee") agree to administer funding of the 2018 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

**Town of Danbury Police Department**


  
David Suckling  
Police Chief

9/8/17  
Date

Email: danburychief@gmail.com

Phone: 768-5568

**City of Franklin Police Department**

  
David Goldstein  
Police Chief

9-13-17  
Date

**New Hampshire Division of State Police**

\_\_\_\_\_  
Christopher Wagner  
Colonel

\_\_\_\_\_  
Date

**New Hampshire Department of Safety**

\_\_\_\_\_  
Steven R. Lavoie  
Director of Administration

\_\_\_\_\_  
Date

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

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, November 6, 2017 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #09-18, accepting the Law Enforcement Opioid Abuse Reduction Initiative grant in the amount of \$12,674.00, approving the Memorandum of Agreement with Andover, Hill, Tilton, Alexandria, Danbury, Northfield, Bristol Police Departments and appropriating Franklin's portion of the grant in the amount of \$1,584.25.**

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

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

**CITY COUNCIL MEETING**  
**AGENDA ITEM VII**



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

*City Council Meeting, 6 NOV 2017*

**From:** Kevin LaChapelle, Fire Chief

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

**Recommending motion:**

1. Councilor moves: "I move the Franklin City Council authorize the Acting City Manager to sign all documents needed to process the Hazard Mitigation Plan review."
2. Mayor asks a second, discussion, and calls the vote.

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**Background:**

Chief LaChapelle has received notification from New Hampshire Department of Emergency Management and Homeland Security that City's Hazard Mitigation Plan is due for review. The Hazard Mitigation Plan is the foundation for emergency planning and preparedness. The review of this plan from start to final approval is a year-long process. Chief LaChapelle and the selected contractor will facilitate the entire process. All City departments will participate in this review. It is imperative that the Hazard Mitigation Plan be completed by December 2018 as it is prerequisite for all FEMA grants.

**Fiscal Impact:**

The total cost of the project is \$7,500. The City has an obligation for an in kind soft match of \$2,000. This will be covered by virtue of time that is accrued by City staff during meetings and research time.

The secondary impact is; the need for the plan as a prerequisite for all other FEMA grants.

**Alternatives:**

The City would decline the grant and would not qualify for future FEMA Grants.



Hubbard Consulting LLC



Jane Hubbard  
PO Box 445  
Andover, NH 03216  
603-848-8801 / [jhubb\\_99@yahoo.com](mailto:jhubb_99@yahoo.com)

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## Franklin, NH Hazard Mitigation Plan Update Proposal

**September 1, 2017**

## 1.0 INTRODUCTION TO THE TEAM

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Hubbard Consulting LLC is pleased to submit this proposal to update the Franklin NH Hazard Mitigation Plan. As our proposal will demonstrate, the Hubbard Consulting LLC team assembled for this project brings a depth of experience in developing Hazard Mitigation Plan and other related emergency management services and, above all, the enthusiasm to make this project a success.

### Hubbard Consulting LLC



Hubbard Consulting LLC is an independently-owned company providing emergency management planning services since 1998. Our clients include: numerous New Hampshire municipalities, the NH Homeland Security and Emergency Management, Universities, School Districts, Hospitals and Public Health entities. Our services include: hazard mitigation planning, emergency operation planning, HSEEP exercise development and facilitation, and Emergency Operations Center management. Hubbard Consulting LLC contracted with Homeland Security and Emergency Management in 2003 to update the State's Hazard Mitigation Plan. During the last three years Hubbard has facilitated numerous functional and full scale exercises, focusing on police, fire and EMS response, with an average of 100 participants per exercise. In that time Hubbard has also designed over twenty drills and tabletop exercises covering topics in public health, natural disasters and terrorist incidents. In addition, Hubbard has developed over 35 Hazard Mitigation Plans and over eighty Emergency Operation Plans (EOP) for local communities in New Hampshire.

#### Jane Hubbard, Project Manager

Jane Hubbard will lead all project efforts related to the Franklin Hazard Mitigation Plan Update. She is the Principal and founder of Hubbard Consulting LLC and has been leading hazard and emergency management planning efforts throughout New Hampshire for over a decade. She has been the Emergency Management Director/Deputy EMD in the Town of Andover, NH since 2006, has achieved Homeland Security Exercise Evaluation Program (HSEEP) Certification, FEMA Master Exercise Practitioner (MEP) Certification, ICS 100/200/300/400, and is a member of the International Association of Emergency Managers since 2009.

## 2.0 NARRATIVE AND SCOPE

---

Hubbard Consulting LLC will work with the City of Franklin to update the Hazard Mitigation Plan 2013. The update will meet state and federal requirements and Hubbard Consulting will work with NH Homeland Security (HSEM), FEMA and the City to ensure its adoption and approval. The following steps outline the process to develop the update:

### Task 1 – Create a Local Hazard Mitigation Planning Committee

In this first Task, the Hubbard Consulting Team will work with the City to identify stakeholders to participate on a Hazard Mitigation Planning Committee. Generally the committee should include representatives from Fire/EMS, Police, City administration, Emergency Management, Public Works, Planning/Code Enforcement, Health Department, Public Health Network, Community Organizations and the general public. FEMA requires that there is an “opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority



to regulate development as well as other interests to be involved in the planning process”, per 44CFR 201.6. Hubbard Consulting will work with the City to ensure this requirement is met.

## **Task 2 – Update the Plan to Meet FEMA Requirements**

The Franklin Hazard Mitigation Plan Update will meet all of the planning requirements required by FEMA. Hubbard Consulting will prepare and facilitate committee meetings that focus on specific chapters of the Plan. There will be a minimum of four to five committee meetings. The update process will include the following:

- Prepare materials/agendas for committee meeting
- Update of the entire plan to reflect current information
- Incorporation of other City plans with mitigation activities (i.e. the Wildfire Plan)
- Describe the City’s participation in the NFIP and identify repetitive loss structures
- Review and update natural and human caused hazards
- Update existing mitigation projects and identify new mitigation projects
- Prioritize mitigation projects

## **Task 3 – Drafting, Adopting and Monitoring the Plan**

A draft plan will be submitted to committee members, as well as the Homeland Security and Emergency Management (HSEM) for their comment and review. Hubbard Consulting will make the necessary revisions based upon HSEM’s review. Upon conditional approval of the Plan by HSEM, Hubbard Consulting will coordinate with the City to get the City’s Adoption of the Plan and FEMA’s final approval. Upon final approval of the Plan by HSEM, Hubbard Consulting will provide the City two final hard copies and one digital copy of the final Plan. One final hard copy will be sent to HSEM. The final plan will have an Action Plan that assigns responsibility for implementation of projects as well as a method for plan update.

Hubbard Consulting will conduct an annual consultation with the City to identify new hazard events and update projects completed in the Mitigation Action Plan included in the Hazard Mitigation Plan. Annual consultation will begin one year after the date of adoption and continue for four years, until the Plan needs to be formally updated after the five year cycle.

## **Task 4 – Grant Requirements**

Hubbard Consulting will assist the City in providing the required quarterly report to HSEM. Hubbard Consulting will work with the City to document and track the local match required as part of the Pre Disaster Mitigation (PDM) grant. Soft match will be documented through Attendance Sheets of all committee meetings and an Excel spreadsheet that tracks time spent by committee members outside of the committee meetings.

## **3.0 SCHEDULE**

---

Commencement of the Tasks listed above will commence upon the City awarding the contract to Hubbard Consulting LLC. There will be four to five committee meetings over a 3-4 month period, which will culminate in a Draft Plan. The Plan will be submitted to HSEM no later than August 1, 2018.



## 4.0 BUDGET

---

The total cost to meet the proposed Scope of Work is \$6,000. Invoices will be submitted according to the proposed schedule below.

Month 1	\$1,000
Month 2	\$1,000
Month 3	\$2,000
Month 4	\$2,000
<b>Total</b>	<b>\$6,000</b>

The grant will cover the cost of Hubbard Consulting LLC services (\$6,000). The required 25% match (\$2,000) will be covered by in-kind services from the City. The match will include reasonable salary/benefit costs for the time of committee members dedicated to the project. Hubbard Consulting will adhere to the Grant reporting requirement, with assistance from the City.

## 5.0 SIGNATURE

---

This Proposal is submitted by Jane Hubbard of Hubbard Consulting LLC. Jane Hubbard is the managing member of Hubbard Consulting LLC and has the authority to sign proposals and contracts.

Jane Hubbard

Jane Hubbard  
Managing Member

September 1, 2017

Date



## APPENDIX A

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### RESUME



# **Hubbard Consulting LLC**

## **Hazard Mitigation Plans**

*(Over forty mitigation plans prepared and FEMA-approved since 2004; list of towns available upon request.)*

- Manage, coordinate and facilitate Planning Committee Meetings.
- Research and collect information on natural and man-made hazards affecting the communities.
- Write and develop a Hazard Mitigation Plan that meets the federal requirements of DMA 2000.

## **New Hampshire Emergency Operations Plans**

*(Eighty plans prepared since 2004; list of towns available upon request.)*

- Coordinate, manage and facilitate meetings with Town/City Department heads.
- Collect and gather data to update existing EOP.
- Develop user-friendly Emergency Operations Plan that meets NIMS/ICS requirements and the Guidance from the NH Homeland Security and Emergency Management.

## **Table Top Exercise / Full Scale Exercise**

*(Over 50 exercises for multiple towns, public health regions & State agencies; list available upon request)*

- Coordinate and facilitate conceptual development meetings.
- Coordinate design team meetings to include.
- Develop and Facilitate Table Top Exercise and/or Full-Scale Exercise, After-Action Report and Implementation Plan.

## **Wildfire Response and Evacuation Plan**

*NH Towns: Freedom, Madison, Ossipee, Tamworth*

- Manage, coordinate and facilitate the development of a Wildfire Response & Evacuation Plan for the Ossipee Pine Barrens.
- Facilitate committee meetings with representatives from the four towns, private partners, and County and State representatives.

## **Flood Acquisition Project Coordinator**

*Allenstown, Epsom, Pembroke, NH*

- Coordinate the management of Flood Mitigation Assistance (FMA) Grants, Repetitive Flood Claim (RFC) and State grants.
- Manage the acquisition of over 30 homes in the Floodplain.
- Prepare and submit grant applications through E-Grants which were approved by FEMA (a total of over four million dollars in total project costs).

## **Continuity of Operations Plan (COOP)**

*Southwest New Hampshire Fire District Mutual Aid, Grafton County Dispatch*

- Develop a Continuity of Operations Plan to ensure continuous performance of essential Agency functions and operations during an emergency. The Plan identifies procedures and policies to protect essential facilities, equipment, records, and other assets.

## **Comprehensive Emergency Management Plan**

*Vashon, WA*

- Coordinate and facilitate Planning Committee Meetings.
- Develop a comprehensive emergency management plan to include a hazard mitigation plan, emergency operations plan and a recovery plan.



### **Public Health Emergency Planning**

*Portsmouth, Franklin/Bristol, Sullivan County, North Country, Greater Manchester and Exeter Health Regions*

- Coordinate and facilitate Regional Meetings with municipal, hospital, state, and private non-profit representatives.
- Research and collect information to develop a Pandemic Influenza Plan, Mass Vaccination (i.e. POD) Plan, Medical Surge Plan, Isolation and Quarantine Plan and Risk Communication Plan.
- Develop Point of Distribution POD plans.
- Prepare, facilitate and conduct table top exercises and after action reports.

### **School Emergency Planning**

*Franklin Pierce University, Oyster River School District, North Franklin School District, Sanborn Regional School District*

- Coordinate and facilitate planning meetings with School District representatives.
- Research and collect information to develop an Emergency Response Plan.
- Research and collect information to develop an overall District-Wide Emergency Response Plan for the School District.

### **Exercise Controller**

*Seabrook Station Nuclear Power Plant*

- Lead Controller for the City of Portsmouth – Seabrook Exercise in 2002.
- Lead Controller for the Town of Franklin – Seabrook Exercise in 2004 and 2006.

### **NH Office of Emergency Management / Consultant**

*Concord, NH*

- Update the State of New Hampshire Hazard Mitigation Plan to meet the federal requirements of the Disaster Mitigation Act of 2000 (DMA 2000).
- Research statewide information on natural hazards, vulnerability assessment, and capability assessment.
- Coordinate and facilitated the State Hazard Mitigation Planning Committee meetings on the State Plan.

### **Recovery Plan**

*Franklin & Allenstown, NH*

- Facilitate and coordinate Planning Committee Meetings.
- Research and collect relevant information necessary for inclusion in the Recovery Plan.
- Produce a quality Plan that addresses all of the Recovery Support Functions (RSFs) identified by the Planning Committee.

### **Education/Training**

---

1992	Bachelor of Science in Community Development, UNH Durham, NH
1994	National Flood Insurance Program Training, EMI
2001	ArcView 3.2 Basic Training, UNH, Durham, NH
2001	Using GPS with GIS, UNH Durham, NH
2002	Hazard Mitigation Planning Conference, Speaker, FEMA Region 1
2003	Cost/Benefit Analysis Training, FEMA Region 1
2005	Isolation and Quarantine, Police Standards & Training
2008	Homeland Security Exercise Evaluation Program (HSEEP) Certification
2010, 2011	Cost/Benefit Analysis Training, NH HSEM
2014	FEMA Professional Development Series Certification



IS-100 Intro to ICS  
IS 120 Introduction to Exercises  
IS-139 Exercise Design  
IS-195 Incident Command System (ICS), EMI  
IS-230 Principles of Emergency Management  
IS-235 Emergency Planning, EMI  
IS-242 Effective Communication, EMI  
ICS-300 Intermediate ICS  
ICS-400 Advanced ICS  
G-408 Homeland Security for Local Govt.  
S-440 Planning Section Chief

IS-520 Intro to COOP for Pandemic Planning  
IS-546 Continuity of Operations Awareness  
IS-547.a Intro to Continuity of Operations  
IS-700 National Incident Management System  
ICS-800 National Response Framework  
L-948 Situation Awareness & Common Op. Picture  
L-964 Situation Unit Leader Training  
E132 Exercise Design and Evaluation  
E133 Operations Based Exercise Design  
E136 Operations Based Exercise Development

## Certifications

---

2007	HSEEP Certification
2013	Master Exercise Practitioner (MEP) Certification
2015	<i>Currently pursuing Certified Emergency Manager (CEM) Certification</i>

## Memberships

---

Type 3 Seacoast Incident Management Team (2013-Present)  
Type 4 Lakes Region Incident Management Team, Assistant Chairperson (2012-Present)  
International Association of Emergency Managers, Member (2009-Present)





**CITY COUNCIL MEETING**  
**AGENDA ITEM VIII**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting November 6, 2017*

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

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

---

**Recommended motion:**

**November 6, 2017**

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

**December 4, 2017**

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

Mayor calls for a second, discussion and the vote.

---

**Discussion:**

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

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

**Fiscal Impact:**

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

**Alternatives:**

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

**Attachments:**

Resolution #10-18  
Grant Award



# OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

**Project Title:** Franklin STEP

**Project #:** 315-18B-089

**1. Identification and Definitions.**

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

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

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

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or

- 11.1.2 Failure to submit any report required hereunder; or

- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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





## EXHIBIT A

### Scope of Services for Traffic Enforcement Grants

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

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

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

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

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


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


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

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

Grantee Initials

Date

  
10/17/17

  
10-16-17

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

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

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

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

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

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


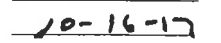
#### Additional Grant Requirements/Recommendations

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

Grantee Initials

Date



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

Grantee Initials                                                                 
 Date 10/11/17                                           10-16-17

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

Grantee Initials K \_\_\_\_\_ gms  
Date 10/17/17 \_\_\_\_\_ 10-16-17

**Exhibit A (Continued)**

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

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

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

Grantee Initials   K    
Date   10/17/17

## EXHIBIT B

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

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

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

Grantee Initials

Date

## 2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$8,296.08.
- b. At least quarterly, the Subrecipient shall submit the Overtime Payroll Reimbursement Form (HS-20) and Patrol Activity Reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 25% federal match for the total amount of the project (*25% of the federal award amount*).
- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:

**January 15<sup>th</sup>** for October-December (Quarter 1)

**April 15<sup>th</sup>** for January-March (Quarter 2)

**July 15<sup>th</sup>** for April-June (Quarter 3)

**October 15<sup>th</sup>** for July-September (Quarter 4)

- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Overtime Payroll Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Overtime Payroll Reimbursement Form (HS-20). In addition, the Chief may not sign off on the Overtime Payroll Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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

Date \_\_\_\_\_

## EXHIBIT C

### Special Provisions

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

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

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



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

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

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

##### **NONDISCRIMINATION**

(applies to subrecipients as well as States)

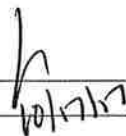
Grantee Initials		_____	
Date	10/17/17	_____	10-16-17

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


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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

#### **RESTRICTION ON STATE LOBBYING**

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

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

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**


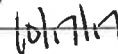
**(applies to subrecipients as well as States)**



*Instructions for Primary Certification (States)*

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

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Date

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


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

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

***Instructions for Lower Tier Certification***

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

Date \_\_\_\_\_

  
10/11/17

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

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

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


**BUY AMERICA ACT**

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(J) See §200.322 Procurement of recovered materials.

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

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

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

Date: 10/17/17

Grantee Initials ✓

Date 10/17/17

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10-16-17



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #10-18**

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

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

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

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

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

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

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

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

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

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

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

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

**By a roll call vote.**



**Roll Call:**

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

**Approved:** \_\_\_\_\_  
Interim Mayor

**Passed:** \_\_\_\_\_

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

**A true copy, attested:** \_\_\_\_\_  
City Clerk

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

**CITY COUNCIL MEETING**  
**AGENDA ITEM IX**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

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

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

**Subject:** Bessie Rowell Community Center Playground

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**Recommended Motion:**

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

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

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

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

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**Discussion:**

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

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

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

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

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

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

**Fiscal Impact:**

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

**Alternatives:**

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

**Attachments/Exhibits:**

1. Resolution #11-18



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #11-18**

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

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

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

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

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

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

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

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

**An increase in revenues:**

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

**And an increase in expenditures:**

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

**By a roll call vote.**

**Roll Call:**

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

**Approved:** \_\_\_\_\_  
Interim Mayor

**Passed:** \_\_\_\_\_

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

**A true copy, attested:** \_\_\_\_\_  
City Clerk

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

**CITY COUNCIL MEETING**  
**AGENDA ITEM X**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

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

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

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

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**Recommended Motions:**

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

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

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

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

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**Discussion:**

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

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



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

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

**Attachments/Exhibits:**

1. Resolution #12-18



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

316 Central Street  
Franklin, NH 03235

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

**RESOLUTION #12-18**

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

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

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

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

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

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

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

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

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

And an increase in expenditure account,

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

**By a roll call vote.**

Resolution #12-18

Roll Call:

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

Approved: \_\_\_\_\_  
Interim Mayor

Passed: \_\_\_\_\_

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

A true copy, attested: \_\_\_\_\_  
City Clerk

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

**CITY COUNCIL MEETING**  
**AGENDA ITEM XI**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of November, 2017*

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**Subject: Other Business**

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



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

City Council Meeting November 6, 2017

Date: October 27, 2017

From: Judie Milner, Finance Director/Acting City Manager

Subject: Acting City Manager's Update

**1) Contingent Grant Line Activity:**

None for the month

**2) Franklin Light & Power Mill (CATCH Neighborhood Project) ribbon cutting**

Friday, November 17<sup>th</sup>, 11am; Interim Mayor Clarenbach and I are registered to attend if any Councilor is interested, Lauraine or I will be happy to register you.

**3) NHMA Conference Session**

The New Hampshire Municipal Association holds an annual conference which consists of several sessions in different tracks (finance, legal, governance, welfare, human resources, etc.) in November at the Center of NH in Manchester. It's good training at a very reasonable price. This year's conference is scheduled for 11/15 & 11/16. I bring this to your attention this year as there is a session that may interest the Council and School Board as it hits on a topic that we are currently discussing and considering. The blurb from the conference materials is as follows:

**Working Together: Sharing Services between the Town and the School**

The Town of Newmarket and the Newmarket School District are undertaking a "one town" philosophy, in which the town and the school will share services, including a shared finance director and facilities director and combined IT and HR departments. In this session, Town Administrator Steve Fournier and Superintendent of Schools Meredith Nadeau will discuss how the town and school were able to accomplish service sharing, how they implement the shared services, and issues they face now and in the future. This is a great session for municipal officials involved in service sharing or who are considering service sharing with another municipality or school district.

Steve Fournier, Town Administrator, Town of Newmarket

Meredith Nadeau, Superintendent of Schools, Newmarket School District

Hosted by: NH Municipal Association

**4) Fiber Project Update**

RFP awarded to White Mountain Cable. The project which ties together the Fire Department, Municipal Services Office & Garage, Police, Planning/Zoning/Assessing and the Bessie Rowell Community Center is well underway. We are expected to be up and running by the end of the month.

**5) Welcome, Kayla Bertolino, Mayors Drug & Alcohol Task Force Coordinator**

Kayla started with the City on October 30<sup>th</sup>. She comes from LRGH in the ER. She also has experience mentoring children for a very active church youth group in Pittsfield, NH. She has roots in Franklin and went to Franklin schools and is looking forward to this new adventure. Welcome, Kayla!

**6) Northern Pass SEC Hearings**

There were no additional questions from the committee on Manager Dragon's previously submitted testimony. For the public, Manager Dragon has agreed to finish out the Northern Pass hearing process for Franklin. It's been a project she's been involved with from the beginning. She knows what it means to Franklin and wants to see it through. The Keene Mayor is gracious enough to let her flex her time in Keene to make herself available for these hearings. Manager Dragon is not being paid by Franklin or Keene for her testimony.

**7) Solar Exemption Information/Update**

**8) City Manager Recruitment Update**

**9) City Council Workshop – Economic Development**

We have some potential big projects coming to Franklin soon and need to discuss some municipal pieces of the potential sales agreements. Time is of the essence with these projects so we'd respectively ask for a meeting sometime the week of the 13<sup>th</sup>. This will be nonpublic under RSA 91-A:3 II (d) "consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community". Neil Cannon (downtown coordinator), Jim Aberg (FBIDC) and Dick Lewis will join me in presenting to the council.

**10) CAP building project – temporary office relocation**

As the Council is aware, the CAP building is being torn down and replaced with a new module structure to address the many issues including safety issues with the old building. The Council previously approved a CDBG grant application to flow through the City as partial funding of the project. During

the project the CAP office is going to need a temporary location is which to operate. I suggested the old Finance office in City Hall for several reasons: 1) it strengthens the CDBG application (funds are more competitive this round because of the federal budget) 2) the CAP office has minimal needs and runs within the hours of City Hall (exception minimal hours on Saturdays during fuel assistance period) 3) convenience for the clients as other locations cannot support the operations for the potential 9 month period 4) many of the clients already frequent City Hall to pay water/sewer bills, register their car or dog, etc. 5) I hope that it will build a better relationship between the CAP office and City Welfare. By understanding what each office can & cannot do, I'm hoping to eliminate the "he said/she said" that sometimes occurs and move to a positive relationship which will serve the entire community better. Without objection from the Council, I will move forward with Attorney Fitzgerald on an agreement to memorialize some ground rules and protect the City.