



## FRANKLIN TOWN COUNCIL

### Agenda & Meeting Packet

March 2, 2022

Meeting will be held at the **Municipal Building**  
2nd floor, Council Chambers  
355 East Central Street  
**7:00 PM**

**A NOTE TO RESIDENTS:** All citizens are welcome to attend public board and committee meetings in person. Additionally, in an effort to maximize citizen engagement opportunities, citizens will be able to continue to participate remotely via phone OR Zoom. The meetings will also be [live-streamed by Franklin TV](#) and shown on Comcast Channel 11 and Verizon Channel 29.

- **Link to access meeting:** March 2, 2022 Town Council Meeting Link [HERE](#) -- Then click "Open Zoom"
    - Or copy and paste this URL into your browser: <https://us02web.zoom.us/j/81527865440>
    - **Call-In Phone Number:** Call **1-929-205-6099** and enter Meeting ID # **815 2786 5440** --Then press #
- 

#### 1. ANNOUNCEMENTS FROM THE CHAIR

- a. *This meeting is being recorded by Franklin TV and shown on Comcast channel 11 and Verizon Channel 29. This meeting may be recorded by others.*
- b. *Chair to identify members participating remotely.*

#### 2. CITIZEN COMMENTS

- a. *Citizens are welcome to express their views for up to three minutes on a matter that is not on the agenda. The Council will not engage in a dialogue or comment on a matter raised during Citizen Comments. The Town Council will give remarks appropriate consideration and may ask the Town Administrator to review the matter.*

#### 3. APPROVAL OF MINUTES

- a. [February 16, 2022](#)

#### 4. PROCLAMATIONS / RECOGNITIONS

#### 5. APPOINTMENTS

#### 6. HEARINGS - 7:00pm

#### 7. LICENSE TRANSACTIONS

#### 8. PRESENTATIONS / DISCUSSIONS

- a. [Presentation: Other Post-Employment Benefits - Dan Sherman, Sherman Actuarial Services](#)

#### 9. LEGISLATION FOR ACTION

- a. [Resolution 22-15: Direction for Issuance of Request for Expressions of Interest for Town Property Containing "South Franklin Congregational Meeting House" Located at 762 Washington Street \(Motion to Approve Resolution 22-15 - Majority Vote\)](#)

- b. [Resolution 22-16: Authorization for Town Administrator to Negotiate and Execute New Agreement Between Town and Franklin Community Cable Access, Inc. for PEG Programming and Access Services](#) (**Motion to Approve Resolution 22-16 - Majority Vote**)
- c. [Resolution 22-17: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4](#) (**Motion to Approve Resolution 22-17 - Majority Vote**)
- d. [Resolution 22-18: Gift Acceptance - Veterans' Services Department \(\\$350\)](#) (**Motion to Approve Resolution 22-18 - Majority Vote**)

**10. TOWN ADMINISTRATOR'S REPORT**

**11. SUBCOMMITTEE & AD HOC COMMITTEE REPORTS**

- a. Capital Budget Subcommittee
- b. Budget Subcommittee
- c. Economic Development Subcommittee

**12. FUTURE AGENDA ITEMS**

**13. COUNCIL COMMENTS**

**14. EXECUTIVE SESSION**

- a. *Exemption #3: Collective Bargaining (all Town unions) - To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares.*

**15. ADJOURN**

*Note:*

*Two-Thirds Vote: requires 6 votes*

*Majority Vote: requires majority of members present and voting*

**FRANKLIN TOWN COUNCIL  
MINUTES OF MEETING  
February 16, 2022**

A meeting of the Town Council was held on Wednesday, February 16, 2022, at the Municipal Building, 2nd Floor, Council Chambers, 355 East Central Street, Franklin, MA. Councilors present: Brian Chandler, Theodore Cormier-Leger, Robert Dellorco, Cobi Frongillo, Melanie Hamblen, Glenn Jones, Thomas Mercer, Deborah Pellegrini, Patrick Sheridan. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Mark Cerel, Town Attorney; Alecia Alleyne, Assistant to the Town Administrator.

**CALL TO ORDER:** ► Chair Mercer called the meeting to order at 7:00 PM. Chair Mercer called for a moment of silence. All recited the Pledge of Allegiance.

**ANNOUNCEMENTS:** ► Chair Mercer reviewed the following as posted on the agenda. A Note to Residents: All citizens are welcome to attend public board and committee meetings in person. Additionally, in an effort to maximize citizen engagement opportunities, citizens will be able to continue to participate remotely via phone or Zoom. The meetings will also be live-streamed by Franklin TV and shown on Comcast Channel 11 and Verizon Channel 29. He stated that this meeting is being recorded by Franklin TV and may also be recorded by others.

**CITIZEN COMMENTS:** None.

**APPROVAL OF MINUTES:** None.

**PROCLAMATIONS/RECOGNITIONS:** None.

**APPOINTMENTS:** ► *New Hire: Police Department - Derek Mackey*; ► *New Hire: Police Department - Tyler Brabham*; ► *New Hire: Police Department - Joseph Burchill*; ► *New Hire: Police Department - Michael Demers*; ► *New Hire: Police Department - Conor Desmond*. ► Police Chief Thomas Lynch stated that four of the five new hires are in attendance at the meeting. He reviewed Officer Tyler Brabham's education, background, and career. He was pinned by his father. ► Police Chief Thomas Lynch reviewed Officer Joseph Burchill's education, background, and career. He was pinned by his uncle. ► Police Chief Thomas Lynch reviewed Officer Michael Demers's education, background, and career. He was pinned by his wife and sons. ► Police Chief Thomas Lynch reviewed Officer Conor Desmond's education, background, and career. He was pinned by his father. ► Town Clerk Nancy Danello performed the swearing in for the new hires.

*Chair Mercer called a two-minute recess.*

**HEARINGS:** None.

**LICENSE TRANSACTIONS:** None.

**PRESENTATIONS/DISCUSSIONS:** ► *Discussion: West Street Neighborhood Parking - Thomas J. Lynch, Chief of Police*. ► Mr. Hellen stated that this item is based on the citizens' comments from a few weeks ago. ► Police Chief Thomas Lynch and Lt. Jason Reilly provided a historical background summary of the issue. Chief Lynch stated that around 2018 there were many complaints in the West Street

neighborhood; he stated that in referring to the West Street neighborhood, he means West Street, East Street, Church Avenue, Walnut Street, Nason Street, and a portion of Union Street. He stated that residents had issues and concerns about increases in the number of vehicles parking in the neighborhood. Trash removal, vehicles blocking driveways, snow removal, and lack of parking for guests was becoming an issue. Noise, disturbances, children's safety, trash, and disrespect of people's property were also issues. He stated that they looked at why there was an increase in parking in the neighborhood. He stated that at the time Dean College had increased the number of programs, bachelor's degrees, and commuter parking. He stated that in July 2018, the Town Council amended the bylaw pertaining to downtown parking with an emphasis on the West Street neighborhood. He stated that signage was installed and 92 striped parking spots were added to the streets. He explained that the Police Department conducted surveys on the parking to collect data. He stated that parking enforcement was increased. They worked with Dean College and learned that some students did not want to pay for Dean's parking passes, so they parked on the street spaces. They consulted with Dean College further to address the issue. Dean College moved some spaces to address the concern. He stated that more Police Department surveys were conducted to collect data on the parking. They continued parking enforcement, issued citations, and towed two vehicles. He stated that after January/February 2019, he did not receive any more complaints from the neighborhood regarding the issue. Now the complaints are starting to arise again. ► Lt. Reilly provided a review of what the Police Department has been doing since September 2021. He stated that he spoke to two residents and a few businesses regarding the complaints of having no places to park. He explained that there are five different types of parking signs installed in the area which are not consistent. He noted that the winter parking ban is not posted on any of the signs. He stated that most of the Dean students are moving their cars every two hours to avoid a violation; this is perfectly legal to do. With no overnight parking ban, a vehicle can legally stay in one spot for about 19 hours. He stated that the violators were predominately Dean College students. They are parking overnight closer to their dorms. He noted that some of the business owners are parking in front of their place of business. He stated that the police have written over 200 citations since September. He stated that they have reached out to Dean security about this. He suggested that the Town look at more consistent and clear signage in downtown that would include no overnight parking, possibly increase the fines, and increase education for the stakeholders. He explained that parking has to exist within three groups: business owners, customers who want to go to those businesses, and the residents who live there. ► Chief Lynch confirmed that a parking ticket is \$15. He suggested increasing the fine. ► Mr. Hellen confirmed that there is no Dean representative attending tonight's meeting. ► Councilor Chandler stated that he is frustrated with the situation. ► Councilor Dellorco stated that eliminating overnight parking is a concern as it would put residents' guests in violation if they parked on the street. ► Councilor Hamblen asked for suggestions. She reiterated consistent signage, higher fee for violations as \$15 is rather low, and clarification of the winter parking ban. ► Councilor Frongillo stated that he thinks the problem will only get worse. He suggested signage, increased fines, looking at municipal lots, and looking at a residential parking pass. He stated that the Town Council should examine the parking policies. ► Chief Lynch reviewed the allowed parking. ► Councilor Sheridan asked about a residential parking pass. ► Chief Lynch stated that the residential parking pass is a lot of logistical overhead to do. Everyone would have to go to the police station to prove they live there to get a pass. The question becomes whether that is going to be all through Town. He stated that it is a lot of work for whoever is going to do that job, most likely the police. ► Councilor Cormier-Leger stated that he would be in support of looking into a residential parking decal. He stated that it has proven to work in many congested communities. ► Lt. Reilly stated that he has recently received two complaints. ► Councilor Pellegrini stated that it is a big problem. She asked if they could do a resident-only parking permit. She stated that this is Dean College's problem; the Town Councilors have to take care of the residents. She stated that the businesses are parking in front of their stores and that is a terrible thing to be happening. She stated that now they are saying their customers do not have a place to

park, but that is because they are taking up the spaces in the front. She stated that something has to be done about that. She stated that maybe we have to go back to parking meters; the cars are there all day long and they should not be. ► Councilor Jones suggested this be put forth to the EDC to discuss further options. He stated that we need to sit down with business owners about this. ► Councilor Dellorco stated that if they are going to do the residents parking, they are going to have to do it for many streets. ► Chair Mercer pointed out that there is one piece that he is having trouble with. There are 92 parking spots. Every time this is checked, there are only 33 spots being used; everyone is trying to park in the same 25 or 30 spots. So, it is not an overall parking issue as there are enough spots, but they are not all being utilized. He stated that he is concerned about having a resident pass because the residents have families that come home for the night or weekend. He asked how do you differentiate that. He stated that he agrees with Councilor Jones that this is something to be discussed. He asked the administration to work the Police Department to come up with some recommendations through EDC and have the EDC come back to the Town Council for a final disposition. ► Ms. Jane Callaway-Tripp, 607 Maple Street, suggested increasing the ticket fee and asked if each ticket fine can be increased with successive tickets. She stated that she thought it was an automatic tow during the winter parking ban. She stated that Dean has plenty of parking for their student; the trouble is, the students do not want to walk. Dean has to take some responsibility for this. If a student has had multiple tickets and towing, Dean can revoke the student's right to have a car on campus. She suggested that if residents have overnight guests, they could get a special placard for overnight parking. Dean students are not residents of the Town; they are not paying taxes. She noted that not making businesses downtown supply parking for their customers will only make this problem worse. ► Mr. Gary MacKintosh, 24 East Street, stated that a ticket of \$15 is not enough incentive to modify someone's behavior; a \$50 ticket would be more meaningful. He discussed the cost of the Dean College parking permit versus getting a \$15 ticket. ► A resident asked that the Town Council discuss the snow on the sidewalks after a storm. ► Mr. Hellen stated that he agreed with Mr. MacKintosh. Dean College has enough parking; it is their problem. They charge \$350 for parking for one year. The ticket fine is only \$15 if a person gets caught. He stated that he thinks people do not want to walk too far. He stated that there is plenty of parking for everyone. However, it is cheaper to skirt the rules, park where you want, and not spend money on the Dean parking permit.

► ***Presentation: Diversity, Equity & Inclusion - Sara Ahern, Superintendent of Schools.***

► Superintendent Ahern and Assistant Superintendent Lucas Giguere addressed the Town Council. Dr. Ahern narrated the slideshow presentation Franklin Public Schools Diversity, Equity, Inclusion. The presentation slides were provided in the Town Council's meeting packet. She stated that schools are a microcosm of the greater community. She noted that this presentation was given to the School Committee, and reiterated that the slideshow presentation is available in the Town Council's meeting packet. She reviewed that school-based efforts include administrators, faculty/staff, families, and students. She stated that they have set a mission to affirm diversity, promote equity, and foster inclusion. She noted the Diversity, Equity and Inclusion Committee which is a 40-plus member committee. She reviewed the prerequisites to becoming a culturally proficient school district. She stated that the Diversity, Equity and Inclusion Committee identified language of what is meant when talking about diversity, equity, and inclusion. She stated that they are putting their best foot forward and continuing to learn. They are doing this for every current and future graduate. She stated that as the students become more diverse, they want to make sure each student sees themselves reflected in the Franklin Public Schools community. She stated that they want to make a more equitable and just society. She reviewed selected areas of focus including steps the School Committee has taken, professional development for faculty and staff, highlighted areas of curriculum and instruction, school culture both proactive and reactive responses, and district supports. Mr. Giguere reviewed specifics on professional development. Dr. Ahern reviewed curriculum and instruction opportunities to infuse diversity, equity, and inclusion. She reviewed curriculum incorporated

in English Language arts, history and social sciences, health and wellness, seal of biliteracy, inclusive classrooms, curriculum materials, and enrichment and field trips. Mr. Giguere discussed the importance of the seal of biliteracy. He discussed school culture including core values and mission statements, responsive classroom, a world of difference, no place for hate, resource groups, clubs, unified sports, and holidays and months of recognition. Dr. Ahern noted that many of these things around school culture have been disrupted because of the pandemic. Mr. Giguere discussed responding to bias-based incidents. He reviewed prior years' statistics and stated that in 2021-2022 there were 60 investigations, 19 bullying findings, and 25 civil rights violations. He discussed the policies of bullying and the procedures for investigations. Dr. Ahern reviewed efforts underway regarding district supports including having a director of diversity, equity, and inclusion. She noted how comprehensive their efforts have been and that she will look forward to the information on the equity audit. ► Chair Mercer noted that this is a different audience than at a School Committee meeting. ► Town Council members asked questions and made comments. ► In response to questions, Dr. Ahern reviewed how the Town, Town Council, police, businesses, etc., can help. She discussed the non-financial pieces. She said that the Town Administrator has been a great resource and guide. She said that they are making some strides in the community with the Freedom Team. She said one missing piece is around when incidents happen providing an opportunity to heal. She said that we can do some things internally. She said that it is incredibly powerful to see the number of supportive people out there and knowing the community is behind them. She noted the Love Franklin initiative. She discussed the financial component of resources and materials. She stated that there is a lot on people's plates and a lot of new learning and unlearning to take place. She stated that their administrators are out straight with all the things on their plates. That is a concern she has; there may be financial components to that as well. Mr. Giguere talked about the biased-based incidents and civil rights violations. He explained the process of what happens after an investigation and a finding. A findings letter goes to both the victim and the aggressor. A disciplinary/corrective action takes place. He stated that education is also provided. Dr. Ahern stated that one of the functions of the resource group is to help elicit student voices and put their voices out as constructively as possible. She stated that she would have to get back to the Town Council with the number of students with first language not English. She stated that they have 91 or 95 students who are English learners. She stated that 16 percent qualify for free and reduced lunch. Students with disabilities are at 18.4 percent. There are 17 percent of students identifying in a reporting category for the department of education. She stated there are nine students identifying as non-binary for their gender. She stated the financial assistance program outlines the fee-based programs that are offset. She discussed two surveys: MetroWest Youth Behavior Survey which students in grades seven through twelve took in the November timeframe with results coming out in April, and a Climate and Culture Survey. She noted that due to the pandemic relationships took a step backward. She stated that she thinks there are some experiences students are exposed to outside of the school setting that students are learning from including the media which provide less than favorable influences that students are emulating. She stated that social media has exploded as well. She discussed how students are coping with current events. She said it affects them in profound ways; they want to hear from trusted adults about current events. ► Mr. Hellen stated his appreciation for the presentation. He stated that he has been able to see in a comprehensive way all that has been done to help in the schools. He stated that culture is changing. He stated that he hopes the viewers come away with a sense of confidence that the School Department is taking this seriously and is doing much to solve it. He stated that the School Department has shown us the model of what we can do. He stated that instead of detention, they bring people together, sit down, and talk about it; that is powerful stuff. He stated that he thinks the Freedom Team has a lot of potential in the community to bring people together. He stated they look forward to more progress in the future. ► Chair Mercer thanked the presenters for their enlightening presentation. It provided the Town Council and listening audience very good information. He stated that we are such a fortunate community to have the school central offices and the Town's municipal offices in the same building and to have the

town administrator and superintendent of school's offices back-to-back so they can go in and share information.

#### **SUBCOMMITTEE REPORTS:**

- a. **Capital Budget Subcommittee.** ► Councilor Pellegri stated that they met tonight; they went through about seven departments. She stated that we will be having another meeting perhaps next week or the week after to go over the second half of the department heads; then they will make a recommendation to the Town Council.
- b. **Budget Subcommittee.** ► None.
- c. **Economic Development Subcommittee.** ► Councilor Hamblen stated that they will meet on March 2<sup>nd</sup> prior to the Town Council meeting.
- d. **Town Administrator Evaluation Ad Hoc Subcommittee Report.** ► Councilor Jones stated that he provided the Town Council members with a letter on behalf of the Town Administrator Evaluation Ad Hoc Subcommittee for the 2021 Annual Review of the Franklin Town Administrator. He read the letter aloud. He asked the full Town Council for endorsement of the 2021 Town Administrator's evaluation, and if approved, the written evaluation will go into Town Administrator Jamie Hellen's personnel file. He read the goals achieved by the Town Administrator in an exemplary manner. He stated that the ad hoc subcommittee gave the Town Administrator an exemplary grade of A for his annual performance. He stated that they expect the Town Administrator's good work will continue into the future. ► Chair Mercer, ad hoc subcommittee member, stated that he would like to add that forefront in his mind during this evaluation was the time period in which the goals were accomplished due to COVID. He told Mr. Hellen a job well done. ► Councilor Dellorco, ad hoc subcommittee member, agreed that it was a very difficult time and Mr. Hellen handled it like a trooper. He stated that Mr. Hellen always tries to provide answers right away when asked. ► Councilor Jones stated that discussion of the Town Administrator's performance is based on the set goals; therefore, comments should be restricted to these items. ► Councilor Chandler stated Mr. Hellen is doing a great job. ► Councilor Hamblen stated that Mr. Hellen always answers every question immediately which shows his commitment to the community. ► Councilor Pellegri thanked Mr. Hellen for all he does. ► **MOTION to Enter** into the record the 2021 Annual Review of the Franklin Town Administrator Jamie Hellen by **Jones. SECOND** by **Hamblen. No discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

#### **LEGISLATION FOR ACTION:**

**Note:** Two-Thirds Vote requires six votes; Majority Vote requires majority of members present and voting.

- a. **Resolution 22-13: Adoption of Fiscal Policies (Motion to Approve Resolution 22-13 - Majority Vote).** ► Councilor Jones read the resolution. ► **MOTION to Approve** Resolution 22-13: Adoption of Fiscal Policies by **Dellorco. SECOND** by **Hamblen. Discussion:** ► Mr. Hellen stated that this was one of the goals for the year. The action before the Town Council is to approve the latest version of financial policies for the Town. He stated that the Finance Committee approved the current draft unanimously at their February 9, 2022, meeting. The track-changes version of the document has been included in the Town Council members' meeting packet. He noted changes including that the budget stabilization policy was added. He stated that the other two big ones regarded the hotel/motel tax revenue and the marijuana tax revenue; they are proposing to use both of those revenue sources to add to local receipts to support the operating budget. He noted that the occupancy rate of the hotels is still low since the pandemic. ► Town Council members asked questions. ► In response to questions, Mr. Hellen stated that when you have local receipts there is a series of categories, and by diversifying that portfolio, you can create more support. By adding these items in, it will create a more diverse source

of revenue. He discussed that with CPC there, he does not see the need of putting \$100,000 into the open space stabilization account. He stated that there are so many competing demands for money at this time. ► **VOTE: Yes-9, No-0, Absent-0.**

- b. Resolution 22-14: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4 (Motion to Approve Resolution 22-14 - Majority Vote).** ► Councilor Jones read the resolution. ► **MOTION to Approve Resolution 22-14: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4 by Dellorco. SECOND by Hamblen. No discussion.** ► Councilor Jones stated that people have tried to come up with ideas to find additional revenue by taxing items such as utility poles. However, if you tax the utility companies, the companies assess the fees to the subscribers. ► **VOTE: Yes-9, No-0, Absent-0.**

**TOWN ADMINISTRATOR'S REPORT:** ► Mr. Hellen thanked the Town Council for their evaluation and for their support. He stated that this is the greatest job he has ever had.

**FUTURE AGENDA ITEMS:** ► Councilor Frongillo stated that he would like to review parking.

**COUNCIL COMMENTS:** ► Councilor Cormier-Leger congratulated the Police Department's new recruits. He thanked the School Department for the great presentation. He wished his friend Jerry Bruno a happy birthday. ► Councilor Chandler apologized that he did not get back to a resident. He spoke about the lights at the Village Mall and noted that a yield sign is missing. Mr. Hellen stated that he would call Carlos Rebelo to get in touch with Mass Highway about this. ► Councilor Pellegrini noted the passing of former Town employee Eleanor Copley. She stated that she received a call from a woman who attended the South Franklin Congregational Meeting House when it was a church. She asked for people who also attended the church to call her. She stated that she would like to hear some stories about the meeting house and maybe have a get together with those people. ► Councilor Frongillo noted some of the high school athletic teams. He stated that office hours are tomorrow at 8:30 AM at the Senior Center. He stated that he would like to speak to the Police Chief again about how to recruit people of different backgrounds and genders. ► Councilor Hamblen thanked the police for tonight's presentations and discussions. She noted the Franklin for All forum on March 7<sup>th</sup> at 7 PM. She stated that she has been appointed to the Massachusetts Municipal Associations Policy on Energy and Environment Committee. ► Councilor Jones thanked everyone at the DPW who helped out with the snowstorm. He thanked the School Department for their presentation. He thanked everyone on the School Committee for all the work done in that past two years. ► Councilor Dellorco gave a shout-out to the School Department for tonight's presentation. He gave a shout-out to Franklin Police and Fire for their response to the incident on Saturday as no one got hurt and the person is getting the help that they need. ► Chair Mercer thanked Chief Lynch and Lt. Reilly for the presentation and getting things started in the process of the parking. He noted that the Federated Church used to have their Christmas Eve service at the old South Franklin Church in the 1960s.

**EXECUTIVE SESSION: None.**

**ADJOURN:** ► **MOTION to Adjourn by Jones. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.**

**Meeting adjourned at 10:08 PM.**

Respectfully submitted,

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Judith Lizardi  
Recording Secretary

**POST RETIREMENT BENEFITS ACTUARIAL VALUATION  
OF  
THE TOWN OF FRANKLIN**

June 30, 2021 Actuarial Valuation Report

GASB 74 & 75

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## **Introduction**

This report presents the Governmental Accounting Standards Statements 74 & 75 based on the findings of an actuarial valuation as of July 1, 2021, of the Franklin OPEB Plan. The liabilities were rolled forward from July 1, 2021. The Net Position Restricted for OPEB was not.

The actuarial valuation is based on:

- Plan Provisions as of July 1, 2021.
- Employee data provided by the Town as of July 1, 2021
- Asset provided by the Town as of June 30, 2021
- Actuarial assumptions approved by the Sherman Actuarial Services and the Town

The valuation and forecast do not account for any subsequent changes in the plan.

## **GASB Statements No. 74 and No. 75**

Effective for periods beginning after June 15, 2015, the Governmental Accounting Standards Board (GASB) requires the disclosure of Other Post Employment Benefits (OPEB) related liabilities for public employer financial statements in accordance with Statements 74 and 75. These statements, which amend GASB Statements No. 43 and No. 45, must be adhered to by any public employee retirement system that follows Generally Accepted Accounting Principles (GAAP).

These disclosures are intended to establish a reporting framework that distinguishes between:

- current financial information about plan assets and financial activities,
- actuarially determined information from a long-term perspective,
- the funded status of the plan, and
- progress being made in accumulating sufficient assets to pay benefits when due.

The statement requires the system to present two financial statements – a statement of fiduciary net position and a statement of changes in fiduciary net position. The statement of fiduciary net position presents the following items as of the end of the plan’s reporting period, as applicable:

- Assets
- Deferred outflows of resources (consumption of net assets by the employers that is applicable to a future reporting period)
- Liabilities
- Deferred inflows of resources (acquisition of net assets by the employers that is applicable to a future reporting period)
- Fiduciary net position (Assets + Deferred outflows – Liabilities – Deferred inflows)

The system is considered a single employer OPEB plan since obligations exist for employees of one employer and plan assets can be used to pay the benefits of the employees of the employer.

This report does not include all items required under GASB Statements No. 74 and No. 75. Rather, it provides all items required that are not readily available from other sources and investment reports prepared by the plan’s investment consultant.

### Discount Rate

The discount rate, and all other actuarial assumptions, are those as those described in Exhibit 4. The discount rate was selected based on a projection of employer and employee contributions, benefit payments, expenses and the long term expected rate of return on trust assets.

Based on these laws and assumptions, the OPEBs plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

The Town selected 7.5% as the long term expectation of investment returns.

### Net Position Restricted for OPEB

The Net Position Restricted for OPEB Plan Benefits as of June 30, 2021 is \$9,805,609. The 2021 Annual Statement of the Financial Condition contains the values for previous years and the changes in Net Position Restricted for OPEB Plan Benefits. Investments are reported at fair value.

June 30, 2020 Net Position	6,787,251
Employer Contributions	3,491,175
Employee Contributions	0
Other Payments	0
Benefit Payments	(2,546,175)
Expenses	(41,926)
Investment Income	<u>2,115,284</u>
June 30, 2021 Net Position	9,805,609

**OPEB Liability as of June 30, 2021**

The following presents the changes in the OPEB liability during FYE 2021.

June 30, 2020 Liability	79,806,924
Service Cost	2,572,656
Interest on Liability and Service Cost	6,074,067
Change in Plan Provisions	0
Experience (Gain) and Loss	(6,170,129)
Change in Assumptions	0
Benefit Payments	(2,835,297)
Other	<u>0</u>
June 30, 2021 Liability	79,448,221

**Net OPEB Liability as of June 30, 2021**

The following presents the net OPEB liability of the system calculated using the discount rate of 7.5%, as well as what the system's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate. The Plan Fiduciary Net Position as a percentage of the Total OPEB Liability is 12.3%.

	<b>1% Decrease (6.5%)</b>	<b>Current Discount Rate (7.5%)</b>	<b>1% Increase (8.5%)</b>
Total OPEB Liability	91,009,914	79,448,221	69,957,831
Plan Fiduciary Net Position	<u>9,805,609</u>	<u>9,805,609</u>	<u>9,805,609</u>
Net OPEB Liability	81,204,305	69,642,612	60,152,222
<b>Water</b>			
OPEB Liability	774,866	897,118	1,046,053
Plan Fiduciary Net Position	<u>284,625</u>	<u>284,625</u>	<u>284,625</u>
Net OPEB Liability	490,241	612,494	761,428
<b>Sewer</b>			
OPEB Liability	415,385	480,921	560,761
Plan Fiduciary Net Position	<u>119,651</u>	<u>119,651</u>	<u>119,651</u>
Net OPEB Liability	295,734	361,270	441,110

**Solid Waste**

OPEB Liability	65,339	75,647	88,206
Plan Fiduciary Net Position	<u>9,110</u>	<u>9,110</u>	<u>9,110</u>
Net OPEB Liability	56,229	66,538	79,096

The following presents the net OPEB liability of the system calculated using the current trend rates, as well as what the system's net OPEB liability would be if it were calculated using trend rates 1-percentage-point lower for all years or 1-percentage-point higher than the current rates.

	<b>1% Decrease</b>	<b>Current Trend</b>	<b>1% Increase</b>
Total OPEB Liability	67,764,516	79,448,221	94,001,422
Plan Fiduciary Net Position	<u>9,805,609</u>	<u>9,805,609</u>	<u>9,805,609</u>
Net OPEB Liability	57,958,907	69,642,612	84,195,813

**Water**

OPEB Liability	1,084,589	897,118	746,612
Plan Fiduciary Net Position	<u>284,625</u>	<u>284,625</u>	<u>284,625</u>
Net OPEB Liability	799,964	612,494	461,987

**Sewer**

OPEB Liability	581,419	480,921	400,239
Plan Fiduciary Net Position	<u>119,651</u>	<u>119,651</u>	<u>119,651</u>
Net OPEB Liability	461,768	361,270	280,588

**Solid Waste**

OPEB Liability	91,455	<u>75,647</u>	62,956
Plan Fiduciary Net Position	<u>9,110</u>	<u>9,110</u>	<u>9,110</u>
Net OPEB Liability	82,346	66,538	53,847

**OPEB Expense for FYE 2021**

Service Cost	2,572,656
Interest	6,074,067
Difference in Experience - Amortization	(2,092,080)
Change in Assumptions - Amortization	(329,940)
Changes in Plan Provisions	0
Employee Contributions	0
Projected Earnings	(542,297)
Administration Expense	41,926
Other Changes in Fiduciary Net Position	0
Asset (Gain) / Loss Amortization	<u>(322,295)</u>
Total Expense	5,402,037

**Schedules of Required Supplementary Information**

	<u>2021</u>
Total OPEB Liability – Beginning	79,806,924
Total OPEB Liability – Ending (a)	79,448,221
Plan Fiduciary Net Position – Beginning	6,787,251
Plan Fiduciary Net Position – Ending (b)	9,805,609
Net OPEB Liability – Ending (a) – (b)	69,642,612
Plan Fiduciary Net Positions as a percentage of the Total OPEB Liability	12.3%
Covered-employee payroll	67,985,836
Net OPEB Liability as a percentage of Covered-employee Payroll	102.4%

### Schedule of Net Position Restricted for OPEB Plan Benefits Amortization Recognition

Below is the schedule of amortization adjustments to the OPEB Expense for the coming years. A positive number indicates that the actual return was less than the expected return and will be added to the OPEB Expense.

#### Investment Return

<u>FYE</u>	<u>(Gain) / Loss</u>	<u>Period</u>	<u>Increase (Decrease) arising from (Gains) or Losses</u>				
			<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
2021	(1,572,987)	5	(314,597)	(314,597)	(314,597)	(314,597)	(314,599)
2020	319,132	5	63,826	63,826	63,826	63,828	
2019	90,880	5	18,176	18,176	18,176		
2018	(105,310)	5	(21,062)	(21,062)			
2017	(343,186)	5	(68,638)				

#### Experience

<u>FYE</u>	<u>(Gain) / Loss</u>	<u>Period</u>	<u>Increase (Decrease) arising from (Gains) or Losses</u>						
			<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
2021	(6,170,129)	6.68	(923,672)	(923,672)	(923,672)	(923,672)	(923,672)	(923,672)	(628,097)
2019	(7,641,391)	6.54	(1,168,408)	(1,168,408)	(1,168,408)	(1,168,408)	(630,943)		

#### Assumptions

<u>FYE</u>	<u>(Gain) / Loss</u>	<u>Period</u>	<u>Increase (Decrease) arising from (Gains) or Losses</u>				
			<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
2019	(2,157,806)	6.54	(329,940)	(329,940)	(329,940)	(329,940)	(178,166)

### Reconciliation of Net OPEB Liability for 2021

NOL Beginning of Year	73,019,673
OPEB Expense	5,402,037
Employer Contributions	(3,780,297)
Deferred Outflow Changes	(82,002)
Deferred Inflow Changes	(4,916,799)
Revenue	<u>0</u>
NOL End of Year	69,642,612

**EXHIBITS**

## EXHIBIT 1 – MEDICAL PREMIUM

### Monthly Premiums effective July 1, 2021

Health benefits are available to employees and retirees through a number of plans. The following are gross monthly rates per subscriber for plans in which current Town employees and/or retirees are enrolled:

Harvard Pilgrim HMO (individual)	\$945.86
Harvard Pilgrim HMO (family)	\$2,417.18
Harvard Pilgrim High Deductible (individual)	\$808.10
Harvard Pilgrim High Deductible (family)	\$2,065.2
Harvard Pilgrim PPO (individual)	\$1,168.99
Harvard Pilgrim PPO (family)	\$3,255.70
Harvard Pilgrim Medicare (individual)	\$345.61

Post 1990 retirees contribute towards their coverage in the amount of 32% of stated premiums, with the PPO plan and surviving spouses, which is paid at 50% by the Town. Pre-1990 retirees contribute 15% and 32%.

## EXHIBIT 2 – MEMBERSHIP DATA

As of July 1, 2021

Number of Participants included in valuation

	<b>School</b>	<b>Town</b>	<b>DPW</b>	<b>Total</b>
Actives	838	228	55	1,121
Retired & Spouses	475	163	23	661
Total	1,313	391	78	1,782

## EXHIBIT 3 – SUMMARY OF PLAN PROVISIONS:

***Retirement Medical Insurance:*** All retirees not in the Blue Care Elect PPO plan pay a 32% share of their post-retirement medical costs. Retirees in the Medex plan pay 32% and surviving spouses pay a 50% cost share.

***Life Insurance:*** The Town of Franklin contributes \$2.15 per month for each retiree receiving \$5,000 basic life insurance. Retirees that opt for life insurance pay \$2.15 per month for coverage.

***Spousal Coverage:*** Current and future retirees may elect to include their spouses as part of their post-retirement benefits. There is lifetime spousal coverage for medical insurance.

***Administrative Costs:*** The Town pays administrative costs for each member of the plan as part of the monthly premium.

***Section 18 Coverage:*** The Town has elected to adopt Section 18 under Chapter 32B of the General Laws of Massachusetts, which requires that an employee or retiree must participate in the Medicare program as the primary payer once one reaches age 65 and is Medicare eligible.

***Retirement Eligibility:*** Age 55 with 10 years of service, or 20 years of service. For a Group 1 employee hired on or after April 2, 2012, attainment of age 60 and completion of ten years of service

***Ordinary Disability Eligibility:*** 10 years of service and under age 55.

***Termination Eligibility:*** 10 years of service.

## EXHIBIT 4 – ACTUARIAL METHODS AND ASSUMPTIONS:

### All Groups

#### TOWN OF FRANKLIN, ALL GROUPS

<b><i>Interest:</i></b>	Full Prefunding: 7.50% per year, net of investment expenses				
<b><i>Actuarial Cost Method:</i></b>	Entry Age Normal. Benefits are attributed ratably to service from date of hire until full eligibility date. Full eligibility date is assumed to be first eligibility for retiree medical benefits.				
<b><i>Healthcare Cost Trend Rate:</i></b>	<table> <thead> <tr> <th><u>Year</u></th> <th><u>Inflation Rate</u></th> </tr> </thead> <tbody> <tr> <td>2021 &amp; after</td> <td>4.5%</td> </tr> </tbody> </table>	<u>Year</u>	<u>Inflation Rate</u>	2021 & after	4.5%
<u>Year</u>	<u>Inflation Rate</u>				
2021 & after	4.5%				
<b><i>Participation:</i></b>	95% of future retiree teachers and are assumed to participate in the retiree medical plan, 70% of future non-teacher retirees are expected to participate in the retiree medical plan and 75% of future retirees are expected to elect life insurance.				
<b><i>Marital Status:</i></b>	80% of male employees and 60% of female employees are assumed to have a covered spouse at retirement. Wives are assumed to be three years younger than their husbands.				
<b><i>Pre-Age 65 Retirees:</i></b>	<p>Current retirees who are under age 65 are assumed to remain in their current medical plan until age 65.</p> <p>Current active employees who are assumed to retire prior to age 65 are valued with a weighted-average premium. This weighted-average premium is based on the medical plan coverage of current retirees under age 65.</p>				
<b><i>Post-Age 65 Retirees:</i></b>	Current retirees over age 65 remain in their current medical plan until death for purposes of measuring their contributions. It is assumed that future retirees are Medicare eligible. It is furthermore assumed that all current retirees under 65 will participate in the Medex plan in the same proportion as current retirees over 65. Per capita costs were developed from the Town				

developed monthly costs. Amounts to be received in the future for the Medicare Part D Retiree Drug Subsidy are not reflected in the valuation.

***Termination Benefit:***

95% of current active teachers and 70% of current active non-teachers over age 50 with at least 10 years of service are expected to elect medical coverage starting at age 65.

***Medical Plan Costs:***

The estimated gross per capita incurred claim costs for all non-Teacher retirees and beneficiaries for 2021-22 at age 64 and 65 are \$15,538 and \$3,543, respectively. The estimated gross per capita incurred claim costs for all Teacher retirees and beneficiaries for 2021-20 at age 64 and 65 are \$19,533 and \$3,677, respectively. Medicare eligible retirees' per capita claims costs at age 65 is \$3,280. It is assumed that future retirees participate in the same manner as current retirees. Employee cost sharing is based on current rates. Future cost sharing is based on the weighted average of the current cost sharing of retirees and beneficiaries.

**TOWN OF FRANKLIN, NON-TEACHERS**

**SEPARATIONS FROM ACTIVE SERVICE:** The below tables represent values of the assumed annual rates of withdrawal, disability, death and service retirement:

**Group 1 and 2**

Age	Disability	Service Retirement				Years of Service	Rates of Withdrawal
		Male	Female	Male Post 2012 Hire	Female Post 2012 Hire		
25	0.0001					0	0.2800
30	0.0002					5	0.1020
35	0.0003					10	0.0650
40	0.0007					15	0.0417
45	0.0010					20	0.0400
50	0.0013	0.0360	0.1019			25	0.0400
55	0.0016	0.0477	0.0469			30+	0.0000
60	0.0018	0.1057	0.0774	0.0477	0.0469		
62	0.0019	0.1473	0.1168	0.0632	0.0509		
65	0.0016	0.2615	0.1939	0.1057	0.0774		
69	0.0014	0.2500	0.2000	0.2136	0.1708		

**Group 4**

Age	Disability	Service Retirements		Years of Service	Rates of Withdrawal
		Pre 2012	Post 2012		
25	0.0005			0 - 1	0.150
30	0.0010			2 - 3	0.125
35	0.0020			4 - 5	0.100
40	0.0025			6 - 7	0.075
45	0.0040		.0443	8 - 9	0.050
50	0.0076		.0382	10 - 19	0.060
55	0.0076		.1110	20+	0.000
60	0.0065		.1871		
62	0.0065		.2176		
65	0.0000		1.0000		

Mortality: It is assumed that mortality for is represented by the various SOA Pub-2010 Public Retirement Plans Mortality Tables specific to the Group, Pre-retirement versus Post, Disabled and Beneficiaries, with Scale MP-2019 improvements until 2025.

**SCHEDULE A - ACTUARIAL ASSUMPTIONS AND METHODS**

**TOWN OF FRANKLIN, TEACHERS**

SEPARATIONS FROM ACTIVE SERVICE: Representative values of the assumed annual rates of withdrawal and vesting, disability, death and service retirement are as follows:

Age	Disability	Years of Service	Rates of Withdrawal
25	0.0002	0	0.150
30	0.0003	1	0.120
35	0.0006	2	0.100
40	0.0010	3	0.090
45	0.0015	4	0.080
50	0.0019	5	0.076
55	0.0024	10	0.054
60	0.0028	15	0.033
62	0.0030	20	0.020
65	0.0030	25	0.010
69		30+	0.000

Age	Male Service Retirement		Female Service Retirement	
	<20	20+	<20	20+
50	0.00	0.01	0.00	0.01
55	0.02	0.03	0.02	0.04
60	0.12	0.20	0.12	0.16
61	0.15	0.30	0.15	0.20
62	0.18	0.35	0.18	0.25
63	0.15	0.35	0.15	0.25
64	0.25	0.30	0.25	0.30
65	0.40	0.50	0.40	0.40
66	0.40	0.30	0.40	0.30
67	0.40	0.30	0.40	0.25
68	0.40	0.30	0.40	0.35
69	0.40	0.40	0.40	0.35
70	1.00	1.00	1.00	1.00

Teachers electing the increased benefit under Chapter 114 of the Acts of 2000 were assumed to have higher rates of retirement from ages 54 to 62 if their service was greater than 30 years. These rates are the same for males and females. The rate at age 54 is 0.035. The rate increases to 0.06 at age 55, 0.18 at age 56 and 0.30 at age 57. The rate for ages 58, 59 and 62 is 0.40. The rate for ages 60 and 61 is 0.35.

Mortality: It is assumed that both pre-retirement mortality and beneficiary mortality is represented by the RP-2014 White Collar Mortality with Scale MP-2016, fully generational.

## CERTIFICATION:

This report fairly represents the actuarial position of the Franklin OPEB Plan as of June 30, 2021, in accordance with generally accepted actuarial principles applied consistently with the preceding valuation. In our opinion, the actuarial assumptions used to compute actuarial accrued liability and normal cost are reasonably related to plan experience and to reasonable expectations, and represents our best estimate of anticipated plan experience.

The funded status measure is appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the plan's benefit obligations. The funded status measure is appropriate for assessing the need for or the amount of future contributions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of such future measurements.

The report was prepared under the supervision of Daniel Sherman, an Associate of the Society of Actuaries and a Member of the American Academy of Actuaries, who takes responsibility for the overall appropriateness of the analysis, assumptions and results. Daniel Sherman is deemed to meet the General Qualification Standard and the basic education and experience requirement in the OPEB area. Based on over thirty years of performing valuations of similar complexity, Mr. Sherman is qualified by experience. Daniel Sherman has met the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Sherman Actuarial Services, LLC



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Daniel W. Sherman, ASA, MAAA

December, 2021

# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949  
[www.franklinma.gov](http://www.franklinma.gov)

OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

February 25, 2022

To: Town Council  
From: Jamie Hellen, Town Administrator  
Alecia Alleyne, Assistant to the Town Administrator

**Re: Resolution 22-15: Direction for Issuance of Request for Expressions of Interest for Town Property Containing "South Franklin Congregational Meeting House" Located at 762 Washington Street**

---

The action before the Council tonight is to allow the Town Administration to release a Request for Expressions of Interest on the South Franklin Meeting House. We have scheduled an open house for potential parties to view the building on March 14th from 10:00 AM to Noon. Staff will be on site to ensure safety.

If you have any questions, please feel free to let us know.



**TOWN OF FRANKLIN  
RESOLUTION 22-15**

**DIRECTION FOR ISSUANCE OF REQUEST FOR EXPRESSIONS OF INTEREST FOR  
TOWN PROPERTY CONTAINING "SOUTH FRANKLIN CONGREGATIONAL  
MEETING HOUSE" LOCATED AT 762 WASHINGTON STREET**

- WHEREAS,** the Town owns improved property containing a building known as "South Franklin Congregational Meeting House" located at 762 Washington Street, shown on Franklin Assessor's Map 322 as Parcel 50 (title reference: Norfolk County Registry of Deeds Book 4859 Page 675) (hereinafter: "Property"); and
- WHEREAS,** Property was originally owned and used for religious purposes, beginning in the mid-eighteen hundreds, by the First Congregational Church of Franklin, which ceased using it and deeded it to Town in 1972; and
- WHEREAS,** Town constructed a water booster pumping station, as part of its public water supply system, on a small portion of Property and used the building and remaining property for a municipal historical museum until 2007, when said museum was relocated to the building at 80 West Central Street; and
- WHEREAS,** Town has not made use of the building since 2007 and has only made use of the land for operation of the above-described municipal water booster pumping station; and
- WHEREAS,** Town has no current or anticipated use for Property, except for continued operation of municipal water booster pumping station, but the Franklin Town Council desires that the building and remaining land be put to productive reuse(s) and the building's historic exterior be preserved; and
- WHEREAS,** Franklin Town Council is willing to consider disposing of Property for said purpose(s) and seeks input as to potential reuse and/or redevelopment of building and land, except for land on which municipal water booster pumping station is located, said reuse or redevelopment to be subject to a permanent historic preservation restriction and/or an affordable housing restriction.

**NOW THEREFORE, BE IT RESOLVED** that the Town of Franklin acting by and through its Town Council:

1. Directs the Town Administrator to cause a Request for Expressions of Interest to be prepared and issued for Property, except for land on which municipal water booster pumping station is located, and with provision for a permanent historic preservation restriction and/or an affordable housing restriction, with responses due no later than Friday, April 1, 2022.
2. Directs the Economic Development Sub-Committee to review and evaluate all responses and to provide the Town Council with a written report of its evaluation.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

**DATED:** \_\_\_\_\_, 2022

**VOTED:** \_\_\_\_\_

**UNANIMOUS:** \_\_\_\_\_

**A TRUE RECORD ATTEST:**

**YES:** \_\_\_\_\_ **NO:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

**RECUSED:** \_\_\_\_\_

\_\_\_\_\_  
**Nancy Danello, CMC**  
Town Clerk

\_\_\_\_\_  
**Glenn Jones, Clerk**  
Franklin Town Council

# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949  
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

February 25, 2022

To: Town Council  
From: Jamie Hellen, Town Administrator  
Alecia Alleyne, Assistant to the Town Administrator

**Re: Resolution 22-16: Authorization for Town Administrator to Negotiate and Execute New Agreement Between Town and Franklin Community Cable Access, Inc. for PEG Programming and Access Services**

---

The action before the Council tonight is to authorize the Town Administrator to negotiate and execute a new agreement between the Town and Franklin Community Access for PEG Programming and Access Services. The most recent contract was signed in 2012 and expired in 2016. In absence of any action, the contract continued. Franklin TV recently approached us to update a new agreement.

The proposed new agreement (attached) has a 10 year term with a start date of April 1, 2022.

If you have any questions, please feel free to let us know.



**TOWN OF FRANKLIN  
RESOLUTION 22-16**

**AUTHORIZATION FOR TOWN ADMINISTRATOR TO NEGOTIATE  
AND EXECUTE NEW AGREEMENT BETWEEN TOWN AND  
FRANKLIN COMMUNITY CABLE ACCESS, INC. FOR PEG  
PROGRAMMING AND ACCESS SERVICES**

**WHEREAS,** by Resolution 12-13, the Franklin Town Council authorized the Franklin Town Administrator to execute an agreement between Town and Franklin Community Cable Access, Inc. (hereinafter: "FCCA") to provide PEG programming and access services to Town and its residents, and

**WHEREAS,** the Town Administrator did execute said agreement, but it expired by its terms in 2016, and

**WHEREAS,** the Franklin Town Council wishes to continue to make provision for PEG programming and access services to be provided to Town and its residents and FCCA is willing to continue to provide the same.

**NOW THEREFORE, BE IT RESOLVED** by the Franklin Town Council that the Town Administrator is hereby authorized to negotiate and execute a new agreement between Town of Franklin and Franklin Community Cable Access, Inc. for FCCA to provide PEG programming and access services to Town and its residents, said agreement to be in substantially the form attached hereto as "Exhibit 1"; provided that the Town Administrator is authorized to revise any of the terms, provisions, or language contained in "Exhibit 1", if he determines that it is in Town's best interests to do so.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

**DATED:** \_\_\_\_\_, 2022

**VOTED:** \_\_\_\_\_

**UNANIMOUS:** \_\_\_\_\_

**A TRUE RECORD ATTEST:**

**YES:** \_\_\_\_\_ **NO:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

**RECUSED:** \_\_\_\_\_

\_\_\_\_\_  
**Nancy Danello, CMC**  
Town Clerk

\_\_\_\_\_  
**Glenn Jones, Clerk**  
Franklin Town Council

# EXHIBIT 1

## AGREEMENT BY AND BETWEEN THE TOWN OF FRANKLIN AND FRANKLIN COMMUNITY CABLE ACCESS, INC.

This Agreement is made this [first day of April, 2022](#), by and between the Town of Franklin, Massachusetts, a municipal corporation, acting through its Town Administrator, as ratified by the Town Council (hereinafter also referred to as the "Town"), and Franklin Community Cable Access, Inc. (hereinafter also referred to as "FCCA"), a nonprofit corporation duly established under the laws of the Commonwealth of Massachusetts, who agree as follows:

### RECITALS

WHEREAS, the Town of Franklin granted a Final Cable Television License to Verizon New England, Inc. ("Verizon") for a term of ten (10) years, with an effective [date of December 20, 2018](#), and further whereas the Town granted a Cable Television Renewal License to Comcast of Massachusetts II, Inc. ("Comcast") for a term of ten (10) years, with an effective [date of December 6, 2020](#) (references to Verizon and Comcast in this Agreement shall apply to any and all transferees or successors to Verizon and Comcast, respectively). (Hereinafter said cable licenses are also collectively referred to as the "Cable Licenses");

WHEREAS, the respective Cable Licenses each provide to the Town three (3) Public, Educational and Government ("PEG") Access Channels, together with funding and support to the Town and/or its designee (i.e. an access corporation) for PEG Access operations, facilities and equipment;

WHEREAS, FCCA has stated its interest in providing PEG Access programming, operations, services, facilities, equipment and training to the Town, its residents, Franklin organizations and institutions, and persons associated with Franklin organizations and institutions;

WHEREAS, the Town, pursuant to and consistent with its authority as a municipal corporation and a cable franchising/licensing authority under applicable federal and state law, and the relevant provisions of the Cable Licenses, enters into this Agreement for the provision by FCCA of PEG Access programming, operations, services, facilities, equipment and training to the Town, its residents, Franklin organizations and institutions, and persons associated with Franklin organizations and institutions (hereinafter also referred to as "Access Users"), pursuant to the terms of this Agreement and applicable law;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### SECTION 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is for the provision of PEG Access programming ("programming"), and PEG Access services, facilities, training, and equipment ("operations") to the Town, its residents, Franklin organizations and institutions, and persons associated with Franklin organizations and institutions.

### SECTION 2. TERM

(a) The Agreement shall commence on [April 1st, 2022](#), and will be effective for a period of ten years through [March 31st, 2032](#), unless earlier terminated as provided herein. This Agreement may be extended by a written instrument signed by the authorized representative(s) of both parties.

(b) FCCA shall give the Town written notice of its request to renew this agreement [on or before 180 days prior to the end date](#). In response to a written notice of request to renew from FCCA, the Town shall, within sixty days (60) days of receipt of said notice, provide a written response to FCCA as to whether it is willing to negotiate a renewal of this Agreement. If, as evidenced by the written notices of FCCA and the Town, both parties are interested in renewing this Agreement, the parties shall negotiate to see if an agreement can be reached to renew said Agreement on terms agreeable to both parties, including the term of years of any such renewal.

### SECTION 3. SCOPE OF SERVICES - PEG ACCESS PROGRAMMING, SERVICES, FACILITIES AND EQUIPMENT

FCCA shall provide Public, Educational and Government ("PEG") Access programming, operations, services, facilities, equipment and training to the Town of Franklin and Access Users (Franklin residents, Franklin organizations and institutions, and persons associated with Franklin organizations and institutions), consistent with the funds provided to FCCA pursuant to this

agreement and the reasonable availability of Access personnel, contractors and volunteers, in accordance with applicable law and the operation of a Section 501(c)(3) tax exempt organization. (Unless otherwise provided in writing by the Town, said Access programming shall include Public, Educational and Government Access programming.) The services, facilities and equipment provided by FCCA shall be provided to Access Users as further described in this Agreement, including Section 4, below. All Access programming shall require a Franklin sponsor.

The Access programming, operations, services, facilities, equipment, and training shall, consistent with the funds available to FCCA, include the following responsibilities and comply with the following requirements:

- (a) Schedule, operate, program, and maintain the PEG channels (the Public Channel, the Educational Access Channel and the Government Access Channel), pursuant to, and in accordance with, the respective Cable Licenses and applicable law;
- (b) Responsibly manage the funding provided pursuant to this Agreement and raised by FCCA.
- (c) Operate and maintain a PEG Access facility/studio (hereinafter referred to as a PEG Access "Studio", and purchase and/or lease equipment needed therefore with the funds provided pursuant to this Agreement and raised by FCCA (See Section 8, below.);
- (d) Conduct outreach and recruitment efforts and activities to build and increase participation and the number of Access Users;
- (e) Conduct training programs in the skills necessary to produce quality PEG Access programming. Training programs shall be both regularly scheduled and by appointment, as reasonably determined by FCCA;
- (f) Provide technical assistance to Access Users, using Access Corporation staff and volunteers;
- (g) Provide access to production and post-production equipment for Access Users;
- (h) Establish rules, procedures and guidelines (including written Access User agreements, which shall be required for all Access Users) for use of the PEG Access Channels, facilities and equipment;
- (i) Effectuate and support the production and promotion of educational, cultural and informational programming; and develop FCCA local origination programming;
- (j) Cablecast all public meetings of the Franklin Town Council, the Franklin School Committee, the Franklin Planning Board, the Franklin Zoning Board of Appeals and the Franklin Conservation Commission, unless otherwise specifically requested by the respective government body, and cablecast such other Town of Franklin meetings as requested by the Town, upon reasonable notice, by the respective government body, consistent with the funding provided FCCA pursuant to this Agreement and the reasonable availability of Access personnel, contractors, and/or volunteers. Reasonable notice, which does not have to be written notice, shall be deemed to be five (5) business days. If the notice of requested coverage of a government meeting is less than five (5) business days, FCCA shall reasonably attempt to comply with such request, working out any equipment and personnel scheduling to the best of its ability. Nothing contained in this subsection is intended to interfere with the rights of any person to videotape a governmental meeting of the Town of Franklin, pursuant to the Open Meeting Law;
- (k) Responsibility for the maintenance and repair of all FCCA facilities and equipment, regardless of where located;
- (l) FCCA shall upon a timely request of the Town or the School Committee provide at no cost to the Town or School Committee, one (1) "DVD" (or other appropriate media) copy of a government meeting previously cablecast by FCCA, to the extent available. Most meetings are currently provided on line and on demand;
- (m) If requested by the Town, by its Town Administrator, FCCA shall provide the equipment, training and coordination necessary for the Town to update the bulletin board on the Government Access channel;
- (n) Accomplish such other tasks relating to the operation, scheduling, management and/or programming of the PEG Access Channels and/or regarding PEG Access, operations, services, facilities, equipment and training, as reasonably deemed necessary and appropriate by the Town;
- (o) [Where membership dues or other fees may be assessed by FCCA, provide for the waiver or reduction of such fees for reasonably documented or evidenced financial burden for students and senior citizens.](#)

#### SECTION 4. PROVIDING OPEN ACCESS AND OPPORTUNITY TO ACCESS USERS

FCCA shall develop and enforce policies and procedures which promote the use of the PEG Access Channels and the production of PEG Access programming, and make membership and accompanying PEG Access operations, services, facilities, equipment and training available and accessible, in a fair manner, to any Franklin resident, organization or persons associated therewith, consistent with such time, manner, and place regulations, including safe harbor (age appropriate cablecasting time) provisions, as are appropriate to provide for and promote the use of PEG access channels, equipment and facilities.

#### SECTION 5. NON-COMMERCIAL PROGRAMMING

- (a) All Public Access programming cablecast by FCCA shall be non-commercial.
- (b) Nothing in the Agreement shall prohibit FCCA from including an appropriate underwriting acknowledgment before or after a Public Access program (but not a program on the Government or Educational Access channels, or a Government or Educational Access program on the Public Access Channel), to the extent not otherwise prohibited by applicable law, this Agreement, or the terms of a Cable License.
- (c) FCCA may charge a reasonable fee for the following services:
  - (i) services customarily provided to access users by a PEG access corporation for a fee;
  - (ii) services customarily provided to third parties for a fee, including tape dubbing (i.e. the provision of videotapes/DVDs or other electronics copies of particular access programs), to the extent not otherwise prohibited by applicable law, and except where FCCA has agreed to provide such services to the Town or its designee(s) without a fee as set forth in this Agreement;
  - (iii) Sponsorship fees; and
  - (iv) Membership fee(s), subject to such waived or reduced fee provisions as required by this Agreement. (See Section 3(o), above.)

#### SECTION 6. COPYRIGHT CLEARANCE

FCCA shall require Access Users to obtain, all talent and location releases as appropriate, all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, from any and all other person(s) as may be necessary to transmit its or their program material over an Access Channel in a lawful manner. Access Users shall be required to represent that such clearances and rights have been obtained by completing an Access User production agreement form to be filed with FCCA. Access Users shall, when requested, further identify themselves as responsible for all opinions, statements and other representations made during their program. FCCA shall forward all communications from viewers directly to the named producer of that program.

#### SECTION 7. FUNDING AND EQUIPMENT TO THE ACCESS CORPORATION

(a) The Town shall provide FCCA with the following operational and capital funding; **subject** to Town Council appropriation, as provided in G.L. Ch. 44, Section 53F3/4:

(i) **All Verizon and Comcast quarterly PEG Access and Capital Expense support payments due to the Town from Comcast and Verizon under the terms of the applicable Cable License. Said funding shall be provided by the Town to FCCA within thirty (30) days following Town Council appropriation.**

In lieu of the Town providing said funding to FCCA, the Town may, in its discretion, to the extent permitted under the subject Cable License, instruct Comcast and/or Verizon to make said PEG Access Support payments directly to FCCA. Said instructions for such direct payment, if made by the Town, may be amended or withdrawn by the Town at any time.

(b) In the event Comcast or Verizon fails to make a required payment to the Town in the amount called for under the terms of the applicable Cable License, then the Town shall be under no obligation to forward or otherwise pay any such related amount called for in this Agreement.

(c) FCCA shall be responsible for: (i) providing and installing PEG Access equipment, including cameras and cablecasting equipment at those Town buildings and other locations, including PEG Access origination locations, designated by the Town Administrator or his/her designee. FCCA's obligation shall be consistent with the funds provided and available to FCCA pursuant to this Agreement. The Town Administrator shall provide FCCA with adequate advance written notice of said equipment needs and its request(s) therefore. FCCA and the Town shall cooperate with respect to reaching agreement regarding the provision and installation of any such equipment by or for FCCA. FCCA shall consult with the Town Administrator or his/her designee(s) (and, if applicable, with the Town entity responsible for the building or property) prior to purchasing and installing said equipment.

(d) FCCA shall be responsible for the maintenance, repair and replacement of its PEG Access facilities and equipment, including such facilities and equipment provided to FCCA by the Town or otherwise obtained with funds provided pursuant to this Agreement.

(e) To secure the obligations of FCCA pursuant to this Agreement, FCCA hereby grants the Town a security interest in all equipment and property (real or personal) provided by the Town or purchased with funding pursuant to this Agreement. FCCA agrees to take all steps, reasonably requested in writing by the Town, to perfect and enforce the Town's security interest, including the execution and processing of financing statements and continuation statements under the Uniform Commercial Code. The Town agrees to subordinate its interest in order to better allow FCCA to finance the purchase of property (real or personal) for PEG Access, if deemed reasonably necessary by the Town. The subordination shall only be with respect to the specific property or equipment for which FCCA seeks and obtains financing. A determination by the Town not to invoke its

rights to security interests pursuant to [this Section](#) shall not affect the obligation of FCCA to return the subject property, equipment and/or funds to the Town (or its designee). To further secure its obligations pursuant hereto, FCCA shall take such reasonable actions as requested by the Town with respect to any funds provided to FCCA by the Town and which have not as of that time been expended by FCCA, including, but not limited to, listing the Town as a beneficiary on any account or other instrument holding such funding.

(f) Upon the dissolution of FCCA, the termination of this Agreement, the expiration of this Agreement without a renewal agreement, the expiration of the cable license(s) by the Town with a cable operator(s) without provision for the continued funding of PEG Access thereafter, or the reasonable threat or actuality of any other event that would put the funding, property (real or personal) or equipment provided to FCCA pursuant to this Agreement or purchased by or for FCCA from funds provided pursuant to this Agreement, at risk, FCCA shall, if requested at any such time in writing by the Town, cease expending any funds or incurring legal obligations, for further capital purchases and obligations, and shall return to the Town or to one or more charitable or educational institutions or organizations selected by the Town Administrator with the ratification of the Town Council, and created and organized for nonprofit purposes similar to those of FCCA (which qualifies/qualify as tax exempt pursuant to §501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code) all such equipment, property (real or personal) and unexpended funds.

#### SECTION 8. ACCESS FACILITY/STUDIO

(a) With respect to the Access studio, FCCA shall establish reasonable and regular studio hours, with the specific hours based upon the reasonable needs of Access Users, which shall include some evening hours, and as appropriate, or otherwise requested in writing by the Town, some Saturday hours. FCCA shall inform the public, through cablecast on the Public Access Channel, of the days and hours when the studio is open and available pursuant to the regular schedule and, in addition, if the studio is available to members, by arrangement upon reasonable request.

(b) The Access studio shall be for the exclusive use of staff for production and training in the execution of the mission of FCCA and for Access users, consistent with the terms of this Agreement. The Access studio shall not be used for any other purpose or for the benefit of any persons other than: (i) Access Users; (ii) the Town; or (iii) persons whose specific use of the studio benefits PEG Access and FCCA, and is reasonably limited in its nature and/or duration.

#### SECTION 9. USE OF TOWN'S MUNICIPAL FIBER NETWORK FOR PEG ACCESS VIDEO RETURN

(a) The Town hereby grants FCCA the right and privilege, consistent with the general intent of the Cable Licenses, to use the Town's municipal fiber network for PEG Access video return in order that PEG Access programming transmitted by FCCA may then be obtained by Comcast and Verizon for return by said cable operators to their cable subscribers. FCCA shall, unless otherwise determined by the Town going forward, be responsible for any equipment, including so-called "end-user equipment", and the cost thereof, not otherwise provided by the Town as part of its municipal fiber network, which is required for PEG Access programming to access on and off the municipal fiber network for PEG Access video return. Nothing herein is intended to place a responsibility or cost for the obligations of Comcast or Verizon for such PEG Access return, on FCCA.

(b) The Town reserves all rights to manage and operate its municipal fiber network in a manner it deems to be in the best interest of the network and the Town.

(c) FCCA recognizes and acknowledges that certain funding provided to the Town from the Cable Licenses, and retained by the Town, has and will be used for the further construction, extension, maintenance, repair and/or replacement of the municipal fiber network.

(d) The Town reserves the right to require FCCA to enter into a separate agreement regarding the FCCA's use of the municipal fiber network if in the judgment of the Town Administrator it is necessary to do so.

#### SECTION 10. ANNUAL REPORT

At least once each calendar year, FCCA shall submit to the Town Administrator a written annual report (together with an electronic copy) that shall contain, at a minimum, the following information:

- (a) A summary of programming and services provided;
- (b) List of future goals;
- (c) Current and complete listing of FCCA's Board of Directors and officers;
- (d) A description of its facilities and locations.
- (e) A year-end fiscal audit (or review if an audit is waived by the Town).

#### SECTION 11. RECORDS, REPORTS, AND EQUIPMENT INVENTORY/BUSINESS PRACTICES

(a) FCCA shall maintain all necessary books and records, in accordance with legal requirements, and generally accepted records maintenance and accounting principles. More specifically, FCCA shall:

(i) Implement effective internal financial and operating controls for the efficient use of all funds and other resources provided pursuant to this Agreement;

(ii) Maintain all necessary books and records, in accordance with generally accepted accounting principles.

(iii) Make timely payments as due to persons and entities supplying labor, materials or services to FCCA for any purpose under this Agreement; and

(iv) Maintain generally accepted business and accounting practices with respect to its operations and investments, financial oversight and management.

(b) Upon request from the Town, FCCA shall, at a reasonable time(s) during normal business hours, make available any or all of its records with respect to all matters covered by this Agreement.

(c) The Town may, at its sole cost and expense, have the right to have the financial books and records of FCCA Access reviewed by a qualified individual or firm. Nothing herein shall be deemed to diminish the responsibility of FCCA, if any, under applicable law or regulation, with respect to any financial record keeping or financial statement and/or reporting requirements. Copies of any such financial records, statements shall be provided to the Town upon request of Town or its designee(s).

(d) All capital equipment initially costing at **Five Thousand Dollars (\$5,000)** or more owned or otherwise in the possession of FCCA shall be inventoried and labeled or otherwise marked as belonging to FCCA. The inventory shall include invoice numbers and maintenance/repair information.

#### SECTION 12. FINANCIAL AUDIT

FCCA shall have a year-end fiscal audit prepared by an independent certified public accountant. FCCA may, for any particular year, request from the Town Administrator or his/her designee, that in lieu of a fiscal audit by an independent certified public accountant, that FCCA instead be allowed to have such financial audit performed by a person who is not a certified public accountant or alternatively have a financial "report", rather than a financial "audit", as long as the requested alternative is in compliance with applicable law. Nothing herein shall limit the authority of the Town, or the responsibilities of FCCA, as otherwise provided for in this Agreement, including as set out in Section 11 above.

#### SECTION 13. INDEPENDENT CONTRACTOR

It is understood and agreed that FCCA is an independent contractor, and that no relationship of principal/agent or employer/employee exists between the Town and FCCA. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by FCCA, and the Town shall have no right or authority over such persons or terms of employment.

#### SECTION 14. ASSIGNMENT AND TRANSFER

Neither this Agreement, nor any interest or responsibility herein, shall be assigned or transferred by FCCA, except as expressly authorized in writing by the Town. No third party may satisfy a material obligation of FCCA under this Agreement, without the prior written approval of the Town.

#### SECTION 15. FUNDING FROM OTHER SOURCES

Nothing in this Agreement shall prohibit FCCA from obtaining funding from other sources in a lawful manner, including, but not limited to, fundraising activities, as long as such fund raising does not violate a term of this Agreement, the non-profit status of FCCA, or applicable law.

#### SECTION 16. GOVERNANCE OF ACCESS CORPORATION

The governance of FCCA shall comply with the following requirements, which shall be reflected in its By-Laws, as applicable:

(a) The Board of Directors shall, under ordinary circumstances, have a minimum of seven (7) directors. In no event shall the Board of Directors have greater than **nine (9)** directors without amending this Access Agreement.

(b) **Directors shall be selected** as follows: (i) two (2) Directors shall be appointed by the Town Administrator, subject to confirmation by the Town Council, and one (1) Director shall be selected by the Franklin School Committee.

(c) **Remaining Directors shall be appointed by the Board of Directors and must be** residents of the Town or associated with any business, corporation, organization, institution, or other entity which is located in the Town of Franklin,

provided however that the representative of the stated entities shall also be a resident of Franklin. [If FCCA inaugurates a membership plan, then](#) a Director need not be a member of FCCA prior to their appointment to the Board of Directors but shall become a member of the FCCA immediately after their appointment as a Director.

(d) [No Director shall be appointed or elected to serve more than three \(3\) consecutive three-year terms by the same appointing or electing authority.](#)

(e) Vacancies in the membership of the Board of Directors shall be selected in the same manner as the selection of the respective member(s) of the Board.

(f) No member of FCCA's Board of Directors may be removed from office with less than an affirmative vote of two-thirds (2/3) vote of the full Board of Directors.

(g) The Board of Directors shall hold a minimum of [three \(3\)](#) regular directors meetings each year.

(h) Directors and officers of FCCA shall receive no compensation for their services provided as Directors or officers, however, a Director or officer may be reimbursed for reasonable and necessary expenses incurred. A Director or officer shall not be precluded from serving the Corporation in any other capacity, however no Director or officer shall be eligible to be compensated for any services, although they may be reimbursed for reasonable and necessary expenses incurred.

(i) Meetings of the membership of FCCA and its Board of Directors shall be open to the public except in those instances where the membership or Board, in good faith, deems closure of all or some of the meeting to be in the best interest of the Corporation. (FCCA is not a governmental or public body and is not subject to "Open Meeting Law").

(j) Notice of the regular and special meetings of the membership and the Board of Directors shall be cablecast on the Public Access channel.

(k) No member of the Board of Directors or officer of FCCA may participate in or vote on any particular matter in which said Director or officer, or their immediate family member, partner, a business organization in which they are serving as an officer, director, trustee, partner or employee, or any person or organization with whom they are negotiating or has an arrangement concerning prospective employment, has a financial interest. (FCCA is not a governmental body, nor subject to the "State Ethics Law")

(l) Neither the Board of Directors, nor any officer, shall take any action that would result in the denial or loss of tax-exempt status under the Section 501(c)(3) or any other applicable section of the United States tax code.

(m) FCCA shall, at a minimum, have the following officers: President, Vice President, Treasurer and Clerk. The Treasurer shall be bonded in an amount consistent with his/her financial responsibilities and the funds for which the office is responsible.

(n) The Board of Directors shall hire an executive director, reporting to the Board of Directors of FCCA, who shall be responsible for the conduct of the day-to-day operations of FCCA in a professional manner, consistent with the standard of care of the operation of well operated, non-profit, access corporations in similarly sized Massachusetts communities. The Executive Director shall be responsible for the hiring of other staff positions, subject to confirmation process, if any, by the Board of Directors that FCCA may reasonably choose.

#### SECTION 17. INDEMNIFICATION OF TOWN BY FCCA

FCCA shall indemnify, defend, and hold harmless the Town, its officials, employees, volunteers and agents from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including, payment of all attorneys' fees and litigation costs and expenses, brought by any person, persons or entity for or on account of any claim, loss, damage or injury to person, property or any other interest, tangible or intangible, or death sustained by or accruing to any person or persons, however the same may be caused, whether directly or indirectly or arising or resulting from any alleged act(s) or omission(s) of FCCA, its officers, employees, volunteers, agents or subcontractors from or with respect to the performance of this Agreement, its PEG Access operations and/or programming, arising from or in connection with the failure to comply with any applicable laws, rules, regulations or other requirements or orders of local, state or federal authorities, for claims of libel, slander, invasion of privacy, infringement of common law or statutory copyright, or for breach of contract or other injury or damage in law or at equity arising or related thereto. This indemnification requirement shall survive the termination or expiration of this Agreement.

#### SECTION 18. INSURANCE

FCCA shall, unless otherwise directed in writing by the Town, obtain and maintain in full force and effect at all times during the term of this Agreement all insurance required below by this Section.

(a) Commercial General Liability Insurance - Commercial general liability insurance policy, including protective liability, completed operations and broad form contractual liability, property damage and personal injury coverage, with a minimum coverage limit of One Million Dollars (\$1,000,000) per person and per occurrence, Two Million Dollars (\$2,000,000)

aggregate. Said policy shall also include tenant legal liability for property damage, if FCCA is a tenant of the Town, and if so requested by the Town.

(b) Motor Vehicle Liability Insurance - Automobile liability insurance for owned, leased or rented motor vehicles in the amount of One Million Dollars combined single limit.

(c) Excess/Umbrella Liability Insurance - In the minimum amount of Two Million Dollars (\$2,000,000) over the insurance required by Subparagraphs (a) and (b) above.

(d) Business Personal Property Insurance - Business personal property insurance at for facilities and equipment in the amount of replacement cost.

(e) Workers' Compensation - Workers Compensation in the minimum amount of the statutory limit when FCCA has an employee(s).

(f) Cable caster's Errors and Omissions Insurance – errors and omissions insurance to cover the content of productions which are cablecast on an Access Channel to include, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual Access producers. The minimum amount of said insurance shall be One Million Dollars (\$1,000,000).

(g) The following conditions shall apply to the insurance policies referenced above:

(i) The Town shall be a Certificate Holder for said insurance policies, and the policies shall provide that no cancellation, material change in coverage or expiration may be affected by the insurance company or FCCA without first giving the Town thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

(ii) The Town shall be named as an additional insured on all aforementioned insurance coverages, including all liability insurance coverage (but not including the workers' compensation policy or cablecaster's errors and omission insurance) to the extent allowed by law.

(iii) Such insurance shall be primary with respect to any insurance or self-insurance maintained by the Town and shall not call on the Town's insurance for contributions;

(iv) Such insurance shall be obtained from producers authorized to transact insurance business in the Commonwealth of Massachusetts and, unless otherwise agreed to in writing by the Town, shall be provided by an insurance carrier(s) licensed to do business for the coverage provided in the Commonwealth of Massachusetts by the Massachusetts Division of Insurance;

(v) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein and follow the same form;

(vi) The cost of such insurance, including all premiums and deductibles, shall be borne by FCCA;

(vii) The parties shall periodically review the insurance coverage and minimum coverage amounts, required above, to determine whether said insurance adequately protects the parties and/or is cost effective. The Town reserves the right to increase any minimum insurance coverage requirements referenced above, if circumstances and/or risks warrant, however such minimum coverage requirements will not be increased: (a) without consultation with FCCA; (b) if such increased insurance coverage amount(s) is commercially unavailable or if FCCA cannot obtain said increased coverage amounts at a cost deemed reasonable by the Town; and (c) without at minimum of ninety (90) days written notice of such increase. The Town also reserves the right to decrease any minimum insurance coverage requirement(s), if such decrease is in the interest of the Town under the totality of circumstances.

(viii) The failure of FCCA to maintain the insurance required herein shall be grounds for the Town to suspend this Agreement immediately, without resort to the termination procedures provided in Section 20 below; and

(h) Directors' and Officers' Liability Insurance - FCCA shall obtain directors' and officers' liability insurance for its directors and officers.

#### SECTION 19. TERMINATION OF AGREEMENT - TRANSFER OF ASSETS

(a) The Town, through its Town Administrator, subject to ratification by the Town Council, shall have the right upon five (5) business days written notice to FCCA to terminate this Agreement for:

(i) Malfeasance, misfeasance, misappropriation, or waste of substantial funds provided pursuant to this Agreement;

(ii) Loss of 501(c)(3) status by FCCA;

(iii) FCCA filing a petition of bankruptcy, or for receivership or reorganization, has filed any other petition under the bankruptcy law, or has taken or committed an act preparatory to the filing of any such petition, has become

insolvent or has committed any other act of bankruptcy or insolvency, or has a substantial portion of its assets assessed for the benefit of creditors;

(iv) The loss of a substantial portion of PEG Access funding as a result of a change in the financial terms of a cable license, a change in the status of a cable service provider or a change in law; or

(v) For any other material breach of a material provision of this Agreement by FCCA. FCCA may avoid termination based on such other material breach, by curing said breach within thirty (30) days of written notification or such longer times as the Town Administrator determines. Upon a third (3rd) such material breach by FCCA over the course of a twenty-four (24) month period, the Town may terminate the Agreement upon written notice and without any cure period

(c) All written notices of termination shall include a reasonably detailed description of the alleged breach.

(d) See Section 20 (g)(viii) for immediate suspension as a result of FCCA's failure to maintain the required insurance.

#### SECTION 20. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, which supersedes all prior agreement or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument, in writing executed by the parties.

#### SECTION 21. COOPERATION

Each party agrees to cooperate with the other party to carry out the provisions of this Agreement.

#### SECTION 22. CAPTIONS

The captions to sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

#### SECTION 23. FORCE MAJEURE

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability, provided the party takes immediate and diligent steps to comply as soon as possible under the circumstance with this Agreement without endangering the health or safety of the persons or property. The term "Force Majeure" as used herein be limited to, the following: acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts, civil disturbances, explosions, strikes, and unavailability of essential equipment, service or materials, the unavailability of affordable insurance coverage, or other matters beyond the reasonable control of the party. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible. The party subject to Force Majeure shall notify the other party in writing of the occurrence of an event covered by this [Section within ten \(10\)](#) business days of the date upon which the party knew or should have known of its occurrence. In the event that any delay in performance or failure to perform as a result of an above referenced force majeure event affects only part of the party's capacity to perform its obligations under this Agreement, that party shall perform to the maximum extent it is able to do so and in as expeditious manner as possible. The party invoking force majeure shall take immediate and diligent steps to comply as soon as possible under the circumstances with the terms of this Access Agreement

#### SECTION 24. NON-WAIVER

Failure of either party to insist on strict performance of any portion of this Agreement or to exercise its rights or remedies hereunder upon the failure of performance or default of the other party, shall not be considered a waiver of the right to insist upon or to enforce any provision of this Agreement or to exercise any right or remedy occurring as a result of any future failure of performance or default.

#### SECTION 25. SEVERABILITY

If any section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Agreement.

#### SECTION 26. APPLICABLE LAW/JURISDICTION AND VENUE

(a) This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts.  
(b) Jurisdiction and venue and venue over any dispute, action or suit ("action") arising from or related to this Agreement shall be in the Massachusetts Superior Court Department located in Dedham, and if subject matter jurisdiction does not exist in the Superior Court, the action shall be brought in the Wrentham Division of the Massachusetts District Court Department. The parties hereby subject themselves to the personal jurisdiction and venue of these courts for purposes of this Section and this Access Agreement.

SECTION 27. NOTICE

Official notice shall be in writing and delivered or sent by certified mail - return receipt requested or express mail - signature required. Delivery shall be equivalent to direct personal notice, direction, or order, and shall be deemed to have been given at the time of delivery. Certified mail shall be deemed to have been given two (2) days after mailing and express mail shall be deemed to have been given the day after mailing. Notice shall be addressed as provided below or such other name, title and/or address as hereinafter provided in writing by the respective party:

TOWN OF FRANKLIN  
Town Administrator  
Franklin Municipal Building  
355 East Central Street,  
Franklin, Massachusetts 02038

President

FRANKLIN COMMUNITY TELEVISION  
Franklin Community Cable Access, Inc.  
23 Hutchinson St.  
Franklin, Massachusetts 02038

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first written above.

TOWN OF FRANKLIN  
By its Town Administrator  
Jamie Hellen, duly-authorized

FRANKLIN COMMUNITY CABLE ACCESS, INC.  
By its President, duly-authorized  
Ken Norman

# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949  
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

February 25, 2022

To: Town Council  
From: Jamie Hellen, Town Administrator  
Alecia Alleyne, Assistant to the Town Administrator

**Re: Resolution 22-17: Cable Funds in Support of PEG Service and Programming**

---

The Massachusetts Department of Revenue requires the Town Council to vote to appropriate PEG funds received from Comcast and Verizon to an established revolving account.

Please find the attached resolution to appropriate \$89,815.32 in PEG funds received from the fourth quarter of 2021 from Verizon to the Cable Access Corporation.

Please feel free to call with any questions.



## TOWN OF FRANKLIN RESOLUTION 22-17

**APPROPRIATION:** Cable Funds in Support of PEG Service and Programming per  
MGL Ch. 44, §53F3/4

**TOTAL REQUESTED:** \$89,815.32

**PURPOSE:** To appropriate \$89,815.32 from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, representing the amount received in the previous quarter, to be paid to Franklin Cable Access Corp. to operate the cable access studio and otherwise fund its operations.

**MOTION:** Be it Moved and Voted by the Town Council that the sum of \$89,815.32 be appropriated from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, to be paid to Franklin Cable Access Corp. to operate the cable access studio and otherwise fund its operations.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

---

**DATED:** \_\_\_\_\_, 2022

**VOTED:** \_\_\_\_\_

**UNANIMOUS:** \_\_\_\_\_

**A TRUE RECORD ATTEST:**

**YES:** \_\_\_\_\_ **NO:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

**RECUSED:** \_\_\_\_\_

Nancy Danello, CMC  
Town Clerk

---

Glenn Jones, Clerk  
Franklin Town Council

# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949  
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

February 25, 2022

To: Town Council  
From: Jamie Hellen, Town Administrator  
Alecia Alleyne, Assistant to the Town Administrator

**Re: Resolution 22-18: Gift Acceptance - Veterans' Services Department**

---

The Veterans' Services Department has received four generous donations totaling \$350, which will be applied towards the Veterans' Municipal Assistance Fund and used at the Department's discretion to help support local veterans and their families.

We would like to thank everyone for their continued support of our local services.

### **Donation Summary:**

#### **1. VETERANS' SERVICES DEPARTMENT**

##### Municipal Assistance Fund

- Franklin Glass Company \$100
- James & Kathleen Wilcox \$100
- James Connor \$100
- Michelle Younis \$ 50

**Total: \$350**

**DONATION TOTAL \$350**

If you have any additional questions please feel free to ask.



**TOWN OF FRANKLIN  
RESOLUTION 22-18**

**Acceptance of Gifts - Veterans' Services Department**

**WHEREAS,** The Veterans' Services Department has received four generous donations totaling \$350.00 to be used at the discretion of the Department as follows:

**Donation Summary:**

**VETERANS' SERVICES DEPARTMENT**

1. Veterans' Municipal Assistance Fund - \$350
  - Please see attached memo dated February 25, 2022 for list of donors.

**NOW THEREFORE, BE IT RESOLVED THAT:**

The Town Council of the Town of Franklin on behalf of the Veterans' Services Department gratefully accepts these generous donations to be used at the discretion of the Veterans' Services Department as described above.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

**DATED:** \_\_\_\_\_, 2022

**VOTED:** \_\_\_\_\_

**UNANIMOUS:** \_\_\_\_\_

**A TRUE RECORD ATTEST:**

**YES:** \_\_\_\_\_ **NO:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

**RECUSED:** \_\_\_\_\_

**Nancy Danello, CMC**  
Town Clerk

**Glenn Jones, Clerk**  
Franklin Town Council